

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

08 MAR 2006

RECEIVED

# 395

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

113

01334049

Name of company

\* SyAqua Limited (the "Pledgor")

Date of creation of the charge

23 February 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

A quota pledge agreement dated 23 February 2006 entered into by the Pledgor, Sygen Investimentos Ltda. and Aquatec Industrial Pecuaría Ltda. and the Secured Parties represented by Barclays Bank PLC as Security Trustee (the "Quota Pledge Agreement"). See attached Schedule 1 for definitions.

Amount secured by the mortgage or charge

All obligations which the Pledgor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Quota Pledge Agreement), including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Obligations").

See attached Schedule 1 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC of 1 Churchill Place, London E14 5HP, as security trustee, together with its successors in such capacity, acting on behalf of the Secured Parties (the "Security Trustee").

Postcode

Presentor's name address and  
reference (if any):

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (06/2005)  
Mortgage Section

Post room



Time critical reference

JMZS/70-40003727/RSZM

Short particulars of all the property mortgaged or charged

See attached Schedule 2.

See attached Schedule 1 for definitions.

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP

Date 8<sup>th</sup> March 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

*Schedules to Form 395 relating to the Quota Pledge Agreement entered into by  
SyAqua Limited (Company Number 01334049) dated 23 February 2006*

**SCHEDULE 1**  
**DEFINITIONS**

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Agent"** means Barclays Bank PLC as agent for itself and the other Finance Parties.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 10 of the Facilities Agreement (*Ancillary Facilities*) and with effect from 1 December 2005 the multi-option facility pursuant to the Barclays Facility Letter and the Sterling Overdraft referred to in the Barclays Facility Letter, being a composite accounting systems overdraft facility pursuant to a facility letter dated 24 August 2005 and effective on 29 September 2005 as amended from time to time and made between (1) Barclays Bank PLC and (2) the Parent and others.

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes an Ancillary Facility available in accordance with the terms of the Facilities Agreement.

**"Arranger"** means Barclays Capital as mandated lead arranger.

**"Barclays Facility Letter"** means the facility letter dated 24 August 2005 and effective on 29 September 2005 as amended from time to time and made between (1) Barclays Bank PLC and (2) the Parent and others.

**"Charged Property"** means all the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

**"Event of Default"** means any event or circumstance specified as such in Clause 29 (*Events of Default*) of the Facilities Agreement.

**"Facilities Agreement"** means the £180,000,000 facilities agreement dated 26 October 2005 made between among others, the Parent and certain subsidiaries of the Parent as original borrowers and original guarantors, Barclays Capital as arranger and the Security Trustee as agent, issuing bank and security trustee (as amended, modified or restated from time to time).

**"Finance Document"** means each of the Intercreditor Agreement, the Finance Documents (as defined in the Facilities Agreement), the Security Documents and any other document designated as such by the Security Trustee and the Parent.

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender.

**"Hedge Counterparties"** means an entity which (i) is a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Agreement as Hedge Counterparty or (ii) was a Lender or an Affiliate of a Lender when it became a party to the Intercreditor Agreement, in each case in accordance with the provisions of the Intercreditor Agreement.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Intercreditor Agreement"** means the intercreditor agreement dated 26 October 2005 made between, amongst others, the Parent and certain subsidiaries of the Parent as original obligors, and the Security Trustee as agent, lender, original hedge counterparty and security trustee, as amended from time to time.

**"Issuing Bank"** means Barclays Bank PLC.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with Clause 30 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement.

**"Obligor"** means each Original Obligor and any subsidiary of the Parent which becomes a party to the Facilities Agreement in accordance with the terms of Clause 31 (*Changes to the Obligor*) of the Facilities Agreement.

**"Original Borrowers"** means the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement (*The Original Obligors*) as original borrowers.

**"Original Guarantors"** means the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement (*The Original Obligors*) as original guarantors.

**"Original Lenders"** means Barclays Bank PLC.

**"Original Obligor"** means an Original Borrower or an Original Guarantor.

**"Parent"** means Genus PLC.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Secured Parties"** means the Arranger, the Security Trustee, the Agent, each Lender, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreement, any Receiver or Delegate and each Hedge Counterparty.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Documents"** means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

**"Security Period"** means the period beginning on the date of the Quota Pledge Agreement and ending on the date upon which:

- (a) all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) none of the Secured Parties is under any further obligation (whether actual or contingent) to make advances or provide other financial accommodation to any person under any of the Finance Documents.

**"Subsidiary"** means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**"Transaction Security"** means the Security created or expressed to be created pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (*Conditions Precedent*) to the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

## SCHEDULE 2

### SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

#### 1. PLEDGE AND GRANT OF SECURITY INTEREST

In the Quota Pledge Agreement, the Pledgor, in order to secure the full and prompt payment, discharge and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, pledged for the benefit of the Secured Parties, represented by the Security Trustee, all 1,000 (one thousand) quotas held by the Pledgor on the date of the Quota Pledge Agreement, representing 0.01% of the capital stock of Aquatec Industrial Pecuária Ltda. (the "**Quotas**").

In addition to the Quotas, the Pledgor pledged (i) all Quotas representing the capital stock of Aquatec Industrial Pecuária Ltda. which may be from time to time subscribed, purchased or acquired by it, whether or not in addition to, in substitution of, as a conversion of or in exchange for any Quotas of Aquatec Industrial Pecuária Ltda. held by the Pledgor, together with all options or subscription rights of any nature whatsoever that may be issued or granted by Aquatec Industrial Pecuária Ltda. to the Pledgor in respect of it or its interest in Aquatec Industrial Pecuária Ltda. during the Security Period ("**Additional Quotas**" and, together with the Quotas, the "**Pledged Quotas**"), and (ii) upon the occurrence of an Event of Default and for as long as the same is continuing and subject to the terms of the Quota Pledge Agreement, all profits, income, cash, rights, distributions, accessories, interests and all other amounts received, receivable or otherwise distributed to the Pledgor upon any collection, exchange, sale or other disposition of any of the Pledged Quotas, and any property into which any of the Pledged Quotas is converted (including any deposits, securities or negotiable instruments), and all other amounts paid or payable under or in connection with any of the Pledged Quotas, and, in any event, including but not limited to, all income from the Pledged Quotas.

#### 2. FURTHER ASSURANCE

The Quota Pledge Agreement contains covenants for further assurance.

#### 3. NEGATIVE PLEDGE

The Quota Pledge Agreement contains a negative pledge.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01334049

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A QUOTA PLEDGE AGREEMENT DATED THE 23rd FEBRUARY 2006 AND CREATED BY SYAQUA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC (SECURITY TRUSTEE) OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MARCH 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

PJL.