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COMPANIES FORM No. 395

Particulars of a mortgage or charge

RBS LTD

004774

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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

1809650

Name of company

* GENUS MANAGEMENT SERVICES LIMITED (THE "COMPANY")

Date of creation of the charge

28TH SEPTEMBER 2000

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

A DEED OF ACCESSION TO A COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE DATED 15 NOVEMBER 1999 (THE "DEBENTURE")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX 1 TO THIS FORM

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

BARCLAYS BANK PLC (COMPANY NO 10026167) WHOSE REGISTERED OFFICE IS AT 54 LOMBARD STREET LONDON EC3P 3AG AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN APPENDIX 1 TO THIS FORM)) (THE "SECURITY TRUSTEE", WHICH EXPRESSION SHALL INCLUDE ITS PERMITTED SUCCESSORS AND ASSIGNS)

Postcode

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

Eversheds Solicitors
London Scottish House
24 Mount Street
Manchester
M2 3DB

REF C.DBG DOC NO:32297

Time critical reference

For official Use
Mortgage Section

Post room



A17
COMPANIES HOUSE

AJ21YUFK

0292
03/10/00

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX 3 TO THIS FORM

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)

N/A

Signed



Date 2 OCTOBER 2000

On behalf of [company] [mortgagee/chargee] †

**A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)**

† delete as
appropriate

Notes

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX 1
Company: Genus Management Services Limited
Number: 1809650
Amount secured by the mortgage or charge

All moneys, obligations and liabilities for the time being due, owing or incurred by the Obligors (as defined below) and/or the Foreign Companies (as defined below) or any of them to any of the Beneficiaries (as defined below), including without limitation all moneys, obligations and liabilities for the time being due, owing or incurred by the Obligors and/or the Foreign Companies or any of them to any of the Beneficiaries under or in connection with the Financing Documents (as defined below) and/or on any other account whatsoever, in each case:-

- (a) whether incurred actually or contingently and whether alone or jointly with any other person;
- (b) whether incurred directly to such Beneficiary or whether such Beneficiary is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and
- (c) in whatever currency such moneys, obligations and liabilities may be denominated;

together with all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee, each Beneficiary and/or any Receiver (as defined below), in each case on a full indemnity basis, in connection with:-

- (i) those fees and expenses payable pursuant to the Banking Agreements (as defined below) in respect of the negotiation, execution and perfection of the security constituted by the Debenture; and
- (ii) the enforcement, exercise or preservation of any of the rights contained in the Financing Documents.

"Banking Agreements" means the Facility Agreement (including all deeds of accession thereto), the Working Capital Facility Letter (including all accession agreements relating thereto), the Counter Indemnities, the Foreign Security, the Barclays CAS Agreement (including the Supplemental CAS Agreements entered into by Barclays Bank PLC and the Company (and others) on the date hereof), the Hedging Agreement and the Keyman Insurance Assignment (as amended, supplemented, substituted, varied, novated or assigned from time to time) (each being as defined in the Debenture);

"Beneficiaries" means the Agent, the Security Trustee and each of the Lenders for the time being (each being as defined in the Debenture);

"Financing Documents"	means the Debenture, the Deed of Accession and the Banking Agreements and any other document which Genus plc and the Agent agree shall be a Financing Document from time to time;
"Obligor"	means the Company, the companies details of which are set out in Part 1 of Appendix 2 hereto and any subsidiary from time to time of Genus plc as may from time to time owe or incur moneys, obligations or liabilities (whether present, future, actual or contingent and whether as principal or as surety) to any Beneficiary on any account whatsoever and "Obligors" shall be construed accordingly;
"Receiver"	means a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Debenture;
"Foreign Companies"	means the companies details of which are set out in Part 2 of Appendix 2 hereto and any subsidiary of such company from time to time as may from time to time owe or incur moneys, obligations or liabilities (whether present, future, actual or contingent and whether as principal or as surety) to any Beneficiary on any account whatsoever and the expressions "Foreign Company" and "Foreign Companies" shall mean any or all of such companies as the context so requires.

APPENDIX 2

Part 1 - The Companies

<u>Name</u>	<u>Registered Number</u>
Genus Breeding Limited	1192037
Hylton Nomis Computer Services Limited	1385639
HTS Development Limited	560971
Promar International Limited	3004562
Produce Studies Limited	857279
PE International Consultants Limited	3671337
Hunting Land & Environment Limited	1282002
Hunting AS Limited	388110
Industrial & Commercial Studies Limited	877844
Promar Studies Limited	611777
Genus Distribution Limited	626034
Genus Express Limited	2809435
Dental Linkline Limited	1038422
White Rose (Pharmaceuticals) Limited	903907
Spedivet Limited	3150464
Firmadenta Limited	3264022
Animalcare Limited	1500876

APPENDIX 2

Part 2 - The Foreign Companies

Genus Inc (Delaware)
ABS International Inc. (Delaware)
American Breeders Service of Canada Limited (Canada)
Access Breeding Services Pty Ltd (Australia)
ABS Italia S.R.L. (Italy)
ABS Mexico SA de C.V. (Mexico)
ABS Pecplan Ltda (Brazil)
BOVEC, S.A. (France)
Cattle Breeders Services (Ireland) Ltd (Ireland)
Elmira ABC Ltd (Canada)
ABS Progen Ireland Limited (Ireland)
Pecplan ABS Importacao e Exportacao Ltda (Brazil)
Premium Genetics Limited (Ireland)
Progen Limited (England)
Rockvard Ltd, Ireland (Ireland)
ABS Osnabruck GmbH (Germany)
American Breeders Service Danmark A/S (Denmark)

APPENDIX 3
Company: Genus Management Services Limited
Number: 1809650
Short Particulars of Property Mortgaged or Charged

Under the terms of the Deed of Accession and under the terms of the Debenture (to which the Company became a party pursuant to the Deed of Accession) the Company with full title guarantee and as legal and beneficial owner charges in favour of the Security Trustee (as trustee for the Beneficiaries (as defined above)) as security for the discharge of the Secured Obligations (as defined above):

- 1.1 by way of legal mortgage, all the estate and interest of the Company in all freehold and, to the extent permitted to be charged, leasehold property now vested in the Company, together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "Legally Mortgaged Property");
- 1.2 by way of first fixed charge, all the estate and interest of the Company in any freehold and, to the extent permitted to be charged, leasehold property (other than that referred to in paragraph 1.2 above) now or at any time during the continuance of the security constituted by the Debenture owned, acquired by or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "Equitably Charged Property");
- 1.3 by way of first fixed charge:-
 - 1.3.1.1 all sums for the time being standing to the credit of each of the accounts (including without limitation the Receivables Account (as defined in clause 6.3 of the Debenture)) held by the Company with any bank or other financial institution and the debt or debts thereby constituted;
 - 1.3.1.2 all present and future benefits in respect of all policies of insurance of any kind for the time being effected by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest;
 - 1.3.1.3 all sums now or at any time due or owing to the Company by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Community; and
 - 1.3.1.4 (to the extent that they do not fall within any of the above sub-paragraphs) all book debts, both present and future, due or

owing to the Company and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties and other income) now and from time to time due or owing to the Company and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Company;

(collectively, the "Book and other Debts");

- 1.4 by way of first fixed charge, all those shares and other securities referred to in schedule 4 to the Debenture and all stocks, shares, debentures, bonds and other securities for the time being legally and/or beneficially owned by the Company, whether marketable or otherwise, in any company, firm, consortium or entity wheresoever situate, including for the avoidance of doubt any such as are share warrants to bearer shares and whether or not the shares to which they relate are denominated in sterling together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof or coupons in respect of any of the foregoing (collectively, the "Securities");
- 1.5 by way of first fixed charge, the uncalled capital, goodwill, licenses, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, knowhow, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (the "Goodwill and Intellectual Property");
- 1.6 by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;
- 1.7 by way of first fixed charge, all interests, rights and entitlements of the Company in all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;
- 1.8 by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property (as defined below), any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interests in relation to any such Property;

- 1.9 by way of first fixed charge, the benefit of all rights and claims of the Company against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property;
 - 1.10 so far as permitted under the relevant document, by way of first fixed charge, all the right, title and interest of the Company in and to all contracts, agreements or warranties affecting any of its freehold or leasehold property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and
 - 1.11 by way of floating charge (but save for any asset not permitted to be so charged), its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under the provisions referred to at paragraphs 1.1 to 1.10 inclusive or (subject to terms of the Debenture) assigned by way of security under the provisions referred to in clause 2 below if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such undertaking, property, assets and rights being described in this Schedule as the "Assets charged by way of Floating Charge").
2. Under the terms of the Debenture, the Company, as beneficial owner and as a continuing security for the payment and discharge of the Secured Obligations, thereby assigns and agrees to assign absolutely to the Security Trustee (as trustee for the Beneficiaries) all its right, title and interest in and to the Receivables Account and any moneys from time to time standing to the credit of any such account and the debt or debts constituted thereby.

NOTE:

Under the terms of the Debenture, the Company covenants with the Security Trustee that (save as permitted under the Banking Agreements (as defined above) or with the prior written consent of the Security Trustee) it shall not at any time during the continuance of the security constituted by the Debenture:-

- (1) create or attempt to create or permit to subsist any Security Interest (as defined below);
- (2) part with possession of, transfer, sell, lease;
- (3) or otherwise dispose of the Charged Assets (as defined below) or any part thereof or any interest therein (or attempt or agree so to do) whether by a single transaction or a series of transactions, save that this covenant shall not apply to any disposal expressly permitted by the Banking Agreements.

Definitions:

- "Charged Assets" means all of the undertaking, property and assets (of whatsoever nature) of the Company charged and/or assigned by way of security under the Debenture;
- "Property" means the Legally Mortgaged Property and the Equitably Charged Property and includes any part thereof;
- "Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, security interest, title retention or other similar encumbrances of any kind securing, or any right conferring a priority in respect of, any obligation of any person.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01809650

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 28th SEPTEMBER 2000 AND CREATED BY GENUS MANAGEMENT SERVICES LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE OBLIGORS (AS DEFINED) AND/OR THE FOREIGN COMPANIES (AS DEFINED) OR ANY OF THEM TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) (THE "SECURITY TRUSTEE") UNDER OR IN CONNECTION WITH THE FINANCING DOCUMENTS (AS DEFINED) AND/OR ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E