

CHFP025

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

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0716304

**Note**  
Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Pig Improvement Company UK Limited

\* insert full name  
of company

XWe See Appendix 1

• insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ [company's holding company Sygen International

Limited? t

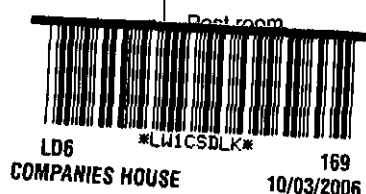
The assistance is for the purpose of ~~reducing or discharging a liability incurred for the~~ purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: See Appendix 2

Presentor's name address and  
 reference (if any) :  
 Berwin Leighton Paisner LLP  
 Adelaide House  
 London Bridge  
 London  
 EC4R 9HA

92 Chancery Lane  
KPIP/22296.9/

For official Use  
General Sect'



The assistance is to be given to: (note 2) See Appendix 3

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Appendix 4

The person who [has acquired] ~~100,000~~ † the shares is:

† delete as  
appropriate

Genus PLC registered number 2972325

The principal terms on which the assistance will be given are:

See Appendix 5

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

Assistance is to be given to: (note 2) See Appendix 3

Please do not  
write in this  
margin

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

Assistance will take the form of:

See Appendix 4

The person who [has acquired] ~~XXXXXX~~ † the shares is:

† delete as  
appropriate

Genus PLC registered number 2972325

The principal terms on which the assistance will be given are:

See Appendix 5

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof



**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 1 referred to in Form 155(6)a declared by the directors of the Company on  
23 February 2006.

David Timmins

Stuart Crichton

Richard Wood

Bernard Verret

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the  
powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 2 referred to in Form 155(6)a declared by the directors of the Company on  
23 February 2006.

The number and class of shares acquired or to be acquired is:

295,280,580 *ordinary shares*

Signed:

S. Gold

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 3 referred to in Form 155(6)a declared by the directors of the Company on  
23 February 2006.

The assistance is to be given to:

Genus PLC company number 2972325 whose registered office is situated at Belvedere House,  
Basing View, Basingstoke, Hampshire, RG21 4HG ("**Genus**"); and

Barclays Bank PLC whose registered office is situated at One Churchill Place, London, E14  
5HP

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the  
powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 4 referred to in Form 155(6)a declared by the directors of the Company on  
23 February 2006.

**Definitions:**

**"Account"** means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**"Borrower"** means Genus PLC and any other company which becomes a Borrower in accordance with the terms of the Facilities Agreement.

**"Charged Property"** means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

**"Facilities Agreement"** means the facilities agreement dated 26 October 2005 (as amended from time to time) and made between (1) Genus, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (the Borrower), (3) Barclays Capital as arranger (4) Barclays Bank PLC as original lender and (5) Barclays Bank PLC as agent, issuing bank and security trustee.

**"Finance Document"** means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document (including the Debenture), any Utilisation Request (in each case as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Bank as agent and the Borrower.

**"Finance Parties"** means Barclays Bank PLC as original lender, agent, issuing bank and security trustee.

**"Guarantor"** means, amongst others, the Company, the Borrower, the companies listed in Part I of Schedule 1 of the Facilities Agreement and any other company which becomes a Guarantor in accordance with the terms of the Facilities Agreement.

**"Insurance Policy"** means any policy of insurance in which the Company may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

**"Intercreditor Deed"** means the intercreditor deed dated 26 October 2005 entered between, amongst others, (1) the Borrower, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement and (3) the Bank as agent and security trustee.



**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 1 (*Form of Legal Mortgage*).

**"Obligor"** means a Borrower or a Guarantor.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property; and
  - (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;
- and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Secured Parties"** means each Finance Party to the Facilities Agreement, from time to time, any receiver or delegate and each hedge counterparty.

**"Secured Obligations"** means all obligations which the Company 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

Debenture and any mortgage) 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) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

**"Shares"** means of the shares in the capital of any company held by, to the order or on behalf of the Company at any time.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

The assistance will take the form of the Company entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter to the Facilities Agreement pursuant to which the Company will accede to the Facilities Agreement as a Guarantor (the **"Facility Accession Letter"**);
- 2 a debenture (the **"Debenture"**) to be given by the Company in favour of the Security Trustee;
- 3 an accession deed to the Intercreditor Deed (the **"Intercreditor Accession Deed"**) pursuant to which the Company will accede to the Intercreditor Deed; and
- 4 an intragroup loan agreement (the **"Company Intra-Group Loan Agreement"**) to be made between, the Borrower and the Company together with a letter of support,

together with the performance by the Company of other acts in connection with the acquisition of its shares and the financing of that acquisition.

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 5 referred to in Form 155(6)a declared by the directors of the Company on  
23 February 2006.

Unless the context otherwise permits all capitalised terms in this Appendix 5 shall have the meanings given to them in Appendix 4.

The principal terms on which the assistance will be given are as follows:

**1 Guarantee**

1.1 Pursuant to the terms of the Facilities Agreement, to which the Company will accede by executing the Facility Accession Letter, the Company irrevocably and unconditionally jointly and severally:

1.1.1 guarantees to each Finance Party punctual performance by each other Obligor of that Obligor's obligations under the Finance Documents;

1.1.2 undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal Obligor; and

1.1.3 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

**2 Debenture**

**2.1 Fixed Charges**

The Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:

2.1.1 the Real Property;

2.1.2 the Tangible Moveable Property;

2.1.3 the Accounts;

2.1.4 the Intellectual Property;

2.1.5 any goodwill and rights in relation to the uncalled capital of the Company;

2.1.6 the Investments;

- 2.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 2.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture.

2.2 *Assignments*

The Company assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights.

2.3 *Floating Charge*

- 2.3.1 The Company with full title guarantee charges in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 2.3.2 The floating charge created by sub-clause 2.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 2.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.3.

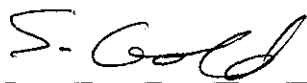
3 **Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Company will, by executing the Intercreditor Accession Deed, agree to the order of ranking of the claims of the Finance Parties and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

4 **Company Intra-Group Loan Agreement**

Under the terms of the Intercompany Loan Agreement, the Company agrees to make available to the Borrower a credit facility of up to £180,000,000 for the purpose of assisting the Borrower in complying with its obligations under the Finance Documents.

Signed:

  
\_\_\_\_\_

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**CHFP025**

Please do not  
write in this  
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**COMPANIES FORM No. 155(6)a**

## Declaration in relation to assistance for the acquisition of shares

**155(6)a**

**Pursuant to section 155(6) of the Companies Act 1985**

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

**To the Registrar of Companies  
(Address overleaf - Note 5)**

For official use

**Company number**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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0716304

**Note**  
Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Pig Improvement Co. UK Limited

\* insert full name  
of company

XWe a See Appendix 1

• insert name(s) and address(es) of all the directors

† delete as appropriate

~~Deo Deo Deo Deo~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

10000000 company's holding company Sygen International

Limited) t

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~. †

The number and class of the shares acquired or to be acquired is: See Appendix 2

Presenter's name address and  
reference (if any):  
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London  
EC4R 3HA

For official Use  
General Section

**COMPANIES HOUSE**

10/03/2006

92 Chancery Lane  
KPIP/22296.9/

The assistance is to be given to: (note 2) See Appendix 3

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Appendix 4

The person who [has acquired] ~~10000000~~ † the shares is:

† delete as  
appropriate

Genus PLC registered number 2972325

The principal terms on which the assistance will be given are:

See Appendix 5

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

- delete either (a) or (b) as appropriate

[illegible]

**Declarants to sign below**

Declarants to sign below

before me Barbara L. Mayhew expires 10-18-09

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

**The Registrar of Companies**  
37 Castle Terrace  
Edinburgh  
EH1 2EB



**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 1 referred to in Form 155(6)a declared by the directors of the Company on February 2006.

David Timmins

Stuart Crichton

Richard Wood

Bernard Verret

Signed:

*Barbara L. Mayhew expires 10-18-09*

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 2 referred to in Form 155(6)a declared by the directors of the Company on February 2006.

The number and class of shares acquired or to be acquired is:

295,280,580 ordinary shares

Signed:

*Barbara L. Mayhew expires 10-18-09*

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 3 referred to in Form 155(6)a declared by the directors of the Company on February 2006.

The assistance is to be given to:

Genus PLC company number 2972325 whose registered office is situated at Belvedere House, Basing View, Basingstoke, Hampshire, RG21 4HG ("**Genus**"); and

Barclays Bank PLC whose registered office is situated at One Churchill Place, London, E14 5HP

Signed:

*Barbara L. Mayhew expires 10-18-09*

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 4 referred to in Form 155(6)a declared by the directors of the Company on February 2006.

**Definitions:**

**"Account"** means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**"Borrower"** means Genus PLC and any other company which becomes a Borrower in accordance with the terms of the Facilities Agreement.

**"Charged Property"** means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

**"Facilities Agreement"** means the facilities agreement dated 26 October 2005 (as amended from time to time) and made between (1) Genus, (2) the companies listed in Part I of Schedule 1 of the Facilities Agreement as guarantors (the Borrower), (3) Barclays Capital as arranger (4) Barclays Bank PLC as original lender and (5) Barclays Bank PLC as agent, issuing bank and security trustee.

**"Finance Document"** means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document (including the Debenture), any Utilisation Request (in each case as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Bank as agent and the Borrower.

**"Finance Parties"** means Barclays Bank PLC as original lender, agent, issuing bank and security trustee.

**"Guarantor"** means, amongst others, the Company, the Borrower, the companies listed in Part I of Schedule 1 of the Facilities Agreement and any other company which becomes a Guarantor in accordance with the terms of the Facilities Agreement.

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**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 1 (*Form of Legal Mortgage*).

**"Obligor"** means a Borrower or a Guarantor.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property; and
  - (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;
- and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Secured Parties"** means each Finance Party to the Facilities Agreement, from time to time, any receiver or delegate and each hedge counterparty.

**"Secured Obligations"** means all obligations which the Company 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

Debenture and any mortgage) 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) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

**"Shares"** means of the shares in the capital of any company held by, to the order or on behalf of the Company at any time.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

The assistance will take the form of the Company entering into, and performing its obligations under, the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- 1 an accession letter to the Facilities Agreement pursuant to which the Company will accede to the Facilities Agreement as a Guarantor (the **"Facility Accession Letter"**);
- 2 a debenture (the **"Debenture"**) to be given by the Company in favour of the Security Trustee;
- 3 an accession deed to the Intercreditor Deed (the **"Intercreditor Accession Deed"**) pursuant to which the Company will accede to the Intercreditor Deed; and
- 4 an intragroup loan agreement (the **"Company Intra-Group Loan Agreement"**) to be made between, the Borrower and the Company together with a letter of support,

together with the performance by the Company of other acts in connection with the acquisition of its shares and the financing of that acquisition.

Signed:

*Barbara L. Mayhew expires 10-18-09*

a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Pig Improvement Company UK Limited (the "Company")**

**Company number: 0716304**

This is Appendix 5 referred to in Form 155(6)a declared by the directors of the Company on February 2006.

Unless the context otherwise permits all capitalised terms in this Appendix 5 shall have the meanings given to them in Appendix 4.

The principal terms on which the assistance will be given are as follows:

**1 Guarantee**

- 1.1 Pursuant to the terms of the Facilities Agreement, to which the Company will accede by executing the Facility Accession Letter, the Company irrevocably and unconditionally jointly and severally:
- 1.1.1 guarantees to each Finance Party punctual performance by each other Obligor of that Obligor's obligations under the Finance Documents;
- 1.1.2 undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal Obligor; and
- 1.1.3 indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

**2 Debenture**

**2.1 *Fixed Charges***

The Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:

- 2.1.1 the Real Property;
- 2.1.2 the Tangible Moveable Property;
- 2.1.3 the Accounts;
- 2.1.4 the Intellectual Property;
- 2.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 2.1.6 the Investments;

- 2.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 2.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture.

2.2 *Assignments*

The Company assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights.

2.3 *Floating Charge*

- 2.3.1 The Company with full title guarantee charges in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 2.3.2 The floating charge created by sub-clause 2.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 2.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2.3.

3 **Intercreditor Deed**

Pursuant to the terms of the Intercreditor Deed, the Company will, by executing the Intercreditor Accession Deed, agree to the order of ranking of the claims of the Finance Parties and certain other intercreditor arrangements and to indemnify the Security Trustee, any receiver or delegate against certain costs, losses and liabilities under the Finance Documents.

4 **Company Intra-Group Loan Agreement**

Under the terms of the Intercompany Loan Agreement, the Company agrees to make available to the Borrower a credit facility of up to £180,000,000 for the purpose of assisting the Borrower in complying with its obligations under the Finance Documents.

Signed:

 expires 10-18-09



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF PIG  
IMPROVEMENT COMPANY UK LIMITED ("THE COMPANY")  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of the Company dated 23 February 2006 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging a liability incurred in connection with the acquisition of Sygen International Limited's ordinary shares.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.



Deloitte & Touche LLP  
Chartered Accountants and Registered Auditors

23 February 2006

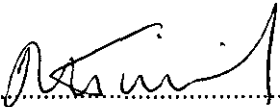
## BOARD MEMORANDUM

**Pig Improvement Company UK Limited**  
**(company number: 0716304)**  
**(the "Company")**

Memorandum in connection with the proposed arrangement whereby the Company will give financial assistance for the acquisition of its own shares, particulars of which are given in the statutory declaration made by the directors this day pursuant to section 155(6) of the Companies Act 1985.

1. As at the close of business on 31 December 2005, the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.
2. From our knowledge of events since that date and of the likely course of the Company's business the directors have formed the opinion that the aggregate of the Company's assets will exceed the aggregate of its liabilities immediately before the proposed financial assistance is given and that the giving of such financial assistance will not reduce the net assets of the Company.

**SIGNED** on behalf of the Company:

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Director

*D.P. Timmers*

Date: 23 February 2006

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