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CHFP041

Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering* Insert full name
of company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

| |
|---|
| 4 |
|---|

4732806

Name of company

*Aviagen International Finance Four Limited (the **Chargor**)

Date of creation of the charge

17 March 2009

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

Quota Charge Agreement dated 17 March 2009 between, amongst others, the **Chargor** and the
Security Agent (the Quota Charge Agreement)

Amount secured by the mortgage or charge

4
10

All Liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly as principal or surety or in any other capacity, including but not limited to any Parallel Debt, up to the amount of:

(a) Principal, plus
(b) all accrued interest, plus
(c) all accrued default interest, plus
(d) any other indemnities, fees, commissions, costs and expenses (including expenses arising in connection with the enforcement of the Quota Charge Agreement) arising under or in connection with the Senior Facilities Agreement and/or the Finance Documents (such interest, default interest, indemnities, fees, commissions, costs and expenses to be secured up an aggregate amount representing 80% of the Principal) (the **Secured Obligations**).

Unless defined elsewhere, all capitalised terms used in this Form 395 have the meanings given to them in the continuation sheets attached hereto. Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa.

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

UBS Limited (the **Security Agent**) of 1 Finsbury Avenue, London

Postcode EC2M 2PP

Presenter's name, address and
reference (if any):FRESHFIELDS BRUCKHAUS DERINGER
LLP
65 FLEET STREET, LONDON
ENGLAND, UK, EC4Y 1HS
~~DX-23 LONDON/CHANCERY LANE~~
Ref: Ian Frost/P.Wiederholt

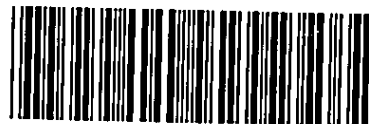
Time critical reference

For official use (02/2006)

Mortgage Section

Post room

FRIDAY



A8JWL8PF

A23

03/04/2009

81

COMPANIES HOUSE

COM395/1

Short particulars of all the property mortgaged or charged

The Chargor grants to the Security Agent a charge over its Quota and over any rights and/or benefits arising out of, or in connection with, its Quota including, without limitation all cash dividends or distributions payable at any time hereafter on its Quota.

Please do not write in this margin

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

95

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Nil.

Signed Frodo Baggins Date 1 April 2009

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

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

CONTINUATION SHEET NUMBER 1

DEFINITIONS

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

Accounting Principles means:

(a) the accounting principles, policies, standards, practices and bases stated in the Original Financial Statements (being generally accepted in the United Kingdom) including IFRS or (in the case of consolidated financial statements of the Company or its wholly-owned Subsidiary organised under the laws of the United States of America) the accounting principles, policies, standards, practices and bases generally accepted in the United Kingdom; or

(b) where any change in (a) has been agreed under Clause 23.3 (*Requirements as to Financial Statements*) of the Senior Facilities Agreement, such accounting principles, standards, practices and bases as have been so agreed.

Borrower means an Original Borrower or Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

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

Company means Erich Wesjohann Vermögensverwaltungs GmbH & Co. KG a limited liability partnership (Kommanditgesellschaft) organised under the laws of the Federal Republic of Germany and registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Oldenburg, Germany, under registration number HRA110998.

Creditor Accession Undertaking means an undertaking in substantially the form set out in Schedule 2 (*Form of Creditor Accession Undertaking*) of the Intercreditor Agreement.

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

Facility Agent means UBS Limited as agent of the Lenders under the Senior Facilities Agreement.

Finance Document means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, the agreements evidencing the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Company.

Financial Indebtedness means any indebtedness for or in respect of:

(a) monies borrowed or raised;

CONTINUATION SHEET NUMBER 2

- (b) any amount raised by acceptance under any acceptance credit facility or by a bill discounting or factoring credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any liability in respect of any lease or hire purchase contract or other agreement which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of redeemable shares if the shares are redeemable at the shareholders' option before 22 April 2014;
- (i) any liability under an advance or deferred purchase agreement if such agreement was entered into primarily as a method of raising finance;
- (j) any liability for the supply of goods or services which is more than 90 days past the expiry of the period customarily allowed by the relevant supplier after the due date (other than as a result of a bona fide dispute);
- (k) any arrangement entered into primarily as a method of raising finance pursuant to which an asset sold or otherwise disposed of by that person may be re-acquired by a member of the Group (whether following the exercise of an option or otherwise);
- (l) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; and
- (m) (without double counting) any liability in respect of any guarantee or indemnity or similar assurance against financial loss for any of the items referred to in the preceding paragraphs of this definition and any agreement to maintain the solvency of any person whether by investing in, lending to or purchasing the assets of such person.

Group means the Company, Aviagen International Group, Inc. (a company incorporated under the laws of the state of Delaware, U.S.) and each of their respective Subsidiaries, for the time being.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

CONTINUATION SHEET NUMBER 3

Hedge Counterparties means each financial institution named on the signing pages of the Intercreditor Amendment and Restatement Agreement as a Hedge Counterparty and any financial institution which becomes a party in accordance with the terms of Clause 7 (*Hedge Counterparties: Rights and Obligations*) or Clause 18.5 (*Change of Hedge Counterparty*) of the Intercreditor Agreement.

Hungarian Company means Aviagen Baromfitenyestő Korlátolt Felelősségű Társaság, a limited liability company (korlátolt felelősségű társaság) incorporated under the laws of Hungary, having its registered office at H-9028 Győr, Fehérvári út 75., Hungary, registered under registration number Cg. 08-09-016930.

IFRS means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

Intercreditor Agreement means the intercreditor agreement dated 21 April 2005 (as amended by an amendment and restatement agreement dated 8 August 2006) and made between among others, the Company, the Obligors, the Issuing Bank, the Lenders, the Hedge Counterparties, the Chargor, the Facility Agent and the Security Agent.

Intercreditor Amendment and Restatement Agreement means the amendment and restatement agreement dated 8 August 2006 pursuant to which the parties thereto agreed to amend and restate the Intercreditor Agreement.

Intra-Group Lenders means each member of the Group which is or becomes a creditor in respect of Financial Indebtedness of an Obligor and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 18 (*Change of Party*) of the Intercreditor Agreement.

Intra-Group Liabilities means the Liabilities owed by any Obligors to any of the Intra-Group Lenders.

Issuing Bank means any Lender which has notified the Facility Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement.

Lenders means the Senior Lenders, the Hedge Counterparties, and the Intra-Group Lenders.

Liabilities means all present and future liabilities and obligations at any time of any Obligor to EW Group GmbH in connection with clause 15.2 (*Application of Reports Recoveries*) of the Intercreditor Agreement or any Lender or any Subordinated Lender, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

CONTINUATION SHEET NUMBER 4

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

Obligor means a Borrower, U.S. Borrower, a Guarantor or a U.S. Guarantor.

Original Borrower means, together with the Company, Erich Wesjohann AM, L.P. (a limited partnership organised under the laws of the State of Delaware, U.S.).

Original Financial Statements means:

- (a) in relation to the Company, the opening balance sheet of the Group;
- (b) in relation to Aviagen International Group Inc., its consolidated audited financial statements for its financial year ended 31 December 2004;
- (c) in relation to Aviagen International Finance Limited, its audited financial statements for its financial year ended 31 December 2004;
- (d) in relation to each Original Obligor incorporated in the United Kingdom other than Aviagen International Finance Limited, its audited financial statements for its financial year ended 31 December 2003;
- (e) in relation to Ross EPI NV and Ross-EPI B.V., the consolidated management accounts for the financial year ended 31 December 2004;
- (f) in relation to Aviagen, Inc., CWT Farms International, Inc. and Arbor Acres Farm, Inc. the management accounts for the financial year ended 31 December 2004; and
- (g) in relation to any other Obligor, its audited financial statements delivered to the Facility Agent as required by Clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement.

Original Guarantor means, together with the Company, Erich Wesjohann AM, L.P. (a limited partnership organised under the laws of the State of Delaware, U.S.).

Original Obligor means an Original Borrower or Original Guarantor.

Parallel Debt means the amounts which each Obligor irrevocably and unconditionally undertakes to pay to the Security Agent, as creditor in its own right and not as representative of the other Secured Parties, sums equal to and in the currency of each amount payable by that Obligor to each of the Secured Parties under each of the Finance Documents, in accordance with clause 16.22 (*Parallel Debt - Covenant to pay the Security Agent*) of the Intercreditor Agreement.

Principal means USD 540,242,857.15.

Quota means the quota owned by the Chargor in the Hungarian Company representing its ownership interest in the Hungarian Company from time to time, currently being 96.7% of the registered capital of the Hungarian Company.

CONTINUATION SHEET NUMBER 5

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 Security Agent, any Receiver or Delegate (but excluding a "curator", "bewindvoerder" or similar officer appointed under the laws of the Netherlands), the Facility Agent and the Senior Creditors from time to time but, in the case of the Facility Agent or a Senior Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed Creditor Accession Undertaking accepted by the Security Agent and the Facility Agent.

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.

Senior Creditors means the Senior Lenders and the Hedge Counterparties.

Senior Facilities Agreement means the USD 540,242,857.15 facilities agreement made between the Company, the Senior Lenders and others dated 20 April 2005 (and as amended on 31 May 2005, 10 June 2005, 18 January 2006 and as amended and restated on 8 August 2006 and as further amended from time to time).

Senior Finance Documents means:

- (a) the Senior Facilities Agreement;
- (b) each of the commitment letters from UBS Limited as mandated lead arranger to (i) initial investors, dated 9 February 2005, and (ii) the Company, dated 10 July 2006;
- (c) any fee letters entered into pursuant to the Senior Facilities Agreement;
- (d) any letter between the Company and the Facility Agent setting out the hedging strategy pursuant to the Senior Facilities Agreement, or any hedging agreement entered into pursuant to the Senior Facilities Agreement;
- (e) any accession or resignation letter entered into pursuant to the Senior Facilities Agreement;
- (f) the Transaction Security Documents;
- (g) the Intercreditor Agreement;
- (h) any ancillary document entered into pursuant to the Senior Facilities Agreement, and

CONTINUATION SHEET NUMBER 6

- (i) any other document designated a Finance Document by the Facility Agent and the Company pursuant to the Senior Facilities Agreement.

Senior Lenders means each party that is or becomes a Lender pursuant to the terms of the Senior Facilities Agreement) and each Issuing Bank.

Subordinated Lenders means Ian Panton, Christopher Hill, Randall Ennis, James McKay, Ian Hamilton and Peter Page.

Subordinated Liabilities means the Liabilities owed by the Obligors to the Subordinated Lenders.

Subsidiary means in relation to any company or corporation (a **holding company**), any other company or corporation:

- (a) which is controlled, directly or indirectly, by the holding company;
- (b) more than half the issued voting share capital of which is beneficially owned, directly or indirectly, by the holding company; or
- (c) which is a Subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body.

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

Transaction Security Document means each of the following documents:

- (a) the charges, pledges and assignments and other security documents in form and substance acceptable to the Security Agent and the Facility Agent and identified in and delivered to the Facility Agent pursuant to the terms of the Senior Facilities Agreement; and
- (b) any other document entered into by any member of the Group 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 Senior Finance Documents.

U.S. or United States of America means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

U.S. Borrower means a Borrower whose jurisdiction of organisation is a state of the United States of America or the District of Columbia.

U.S. Guarantor means a Guarantor whose jurisdiction of organisation is a state of the United States of America or the District of Columbia.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4732806
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A QUOTA CHARGE AGREEMENT
DATED 17 MARCH 2009 AND CREATED BY AVIAGEN
INTERNATIONAL FINANCE FOUR LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR
TO ANY SECURED PARTY 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 3 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**