

MG02

Statement of satisfaction in full or in part of mortgage or charge

Oyez

✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

✗ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland.
If you do this, please use form MG01.

TUESDAY



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LD6

31/08/2010

379

COMPANIES HOUSE

Company details

Company number 0 4 7 6 8 8 2 7

Company name in full Aviagen International Finance Limited

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

Creation of charge

Date charge created 2 2 0 4 2 0 0 5 /

Description 1 Debenture dated 22 April 2005 (the *Debenture*)

Date of registration 2 2 9 0 4 2 0 0 5

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name UBS Limited

Address 1 Finsbury Avenue

London

Postcode E C 2 M 2 P P

Name

Address

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if
you need to enter more details

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 FIXED CHARGES

In the Debenture, the Chargor charged with full title guarantee in favour of the Chargee as security 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 legally owned by the Chargor at the date of the Debenture is a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1 the Real Property;
- 1.2 the Tangible Moveable Property;
- 1.3 the Accounts,
- 1.4 the Intellectual Property;
- 1.5 any goodwill and rights in relation to the uncalled capital of the Chargor,
- 1.6 the Investments;
- 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
- 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 the Debenture

(PLEASE SEE CONTINUATION PAGES 1 TO 6 FOR FURTHER SHORT PARTICULARS)

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ¹

- ☒ In full
- ☐ In part

¹ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Deringer LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Stephen Ryan

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

UNITED KINGDOM

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 LONDON/CHANCERY LANE

Telephone

020 7936 4000



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(SHORT PARTICULARS CONTINUATION PAGE 1 OF 6)</p> <p>2 ASSIGNMENTS</p> <p>In the Debenture, the Chargor assigned and agreed to assign absolutely with full title guarantee to the Chargee as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party).</p> <p>2.1 the proceeds of any Insurance Policy and all Related Rights; and</p> <p>2.2 all rights and claims in relation to any assigned Account</p> <p>3 FLOATING CHARGE</p> <p>3.1 In the Debenture, the Chargor charged with full title guarantee in favour of the Chargee as security 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 Chargor.</p> <p>3.2 The floating charge created by the Debenture and referred to in paragraph 3.1 above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Chargee as security trustee for the Secured Parties as security for the Secured Obligations</p> <p>3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p>4 FURTHER ASSURANCE</p> <p>The Debenture contains covenants for further assurance.</p> <p>5 NEGATIVE PLEDGE</p> <p>The Debenture contains a negative pledge</p> <p>All capitalised terms used herein shall have the meaning given to them in the defined terms listed in the following continuation pages, unless defined elsewhere in the Form MG02.</p>	

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Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

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4	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(SHORT PARTICULARS CONTINUATION PAGE 2 OF 6)</p> <p>Defined terms:</p> <p>Account means any account opened or maintained by the Chargor with the Chargee or any other person and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Monetary Claims and all Related Rights</p> <p>Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 28 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 28 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement or in accordance with Clause 25 (<i>Changes to the Obligors</i>) of the Mezzanine Facility Agreement</p> <p>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</p> <p>Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement or a Borrower under the Mezzanine Facility Agreement</p> <p>Chargee means UBS Limited</p> <p>Chargor means Aviagen International Finance Limited</p> <p>Company means Erich Wesjohann Vermögensverwaltungs GmbH & Co. KG</p> <p>Fee Letter means any letter setting out fees payable to the Chargee in connection with a transaction contemplated under any other Finance Document</p> <p>Finance Document means the Senior Facilities Agreement, the Mezzanine Facility Agreement, the Intercreditor Agreement, the Security Documents, the Fee Letters, and any other document so designated</p> <p>Finance Party means the Chargee in each of its capacities under the Finance Documents, each entity that becomes a Lender and/or Hedge Counterparty under the relevant Finance Document in accordance with the terms thereof.</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(SHORT PARTICULARS CONTINUATION PAGE 3 OF 6)

Guarantor means (i) 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 or (ii) an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Mezzanine Facility Agreement.

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

Insurance Policy means any policy of insurance in which the Chargor 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 Agreement means the intercreditor agreement dated 21 April 2005 and made between, among others, the Chargee, the Chargor and the other Obligors

Investments means

- (a) any stocks, shares, debentures, securities and certificates of deposit of any kind whatsoever (but not including the Shares and Related Rights solely in connection with 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 by or to the order of the Chargor 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)

Lender means an Original Lender or an entity that becomes a Lender under the relevant Finance Document in accordance with the terms thereof.

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Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

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(SHORT PARTICULARS CONTINUATION PAGE 4 OF 6)

Liabilities means all present and future liabilities and obligations at any time of any Obligor to EW Holdco in connection with Clause 16.2 (Application of Reports Recoveries) of the Intercreditor Agreement, or any Finance Party, 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,

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

Mezzanine Facility Agreement means the mezzanine facility agreement dated 20 April 2005 between, among others, the Chargee and the Obligors.

Monetary Claims means any book and other debts and monetary claims owing to the Chargor, whether actual or contingent, and any proceeds of such debts and claims standing to the credit of any bank or other account of the Chargor (including, without limitation, the proceeds relating to any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any right to the refund of any premiums, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

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

Original Borrower means each of the companies listed in the Senior Facilities Agreement as original borrowers.

Original Guarantor means (i) each of the companies listed in Part I of Schedule 1 (The Original Obligors) of the Senior Facilities Agreement as original guarantors or (ii) each of the companies listed in Part I of Schedule 1 (The Original Obligors) of the Mezzanine Facility Agreement as original guarantors.

Original Lender means each of the financial institutions listed in Part II of Schedule 1 (The Original Lenders) of the Senior Facilities Agreement as lenders and in Part II of Schedule 1 (The Original Lenders) of the Mezzanine Facility Agreement as lenders

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Short particulars

(SHORT PARTICULARS CONTINUATION PAGE 5 OF 6)

Real Property means

- (a) the freehold land known as Atherstone Hatchery, lying to the east of the A34, Atherstone-on Stour, Stratford-on-Avon, Warwickshire (title number WK 324079);
- (b) the freehold land on the north east side of the Great North Road, Great Gonerby, Lincolnshire (title number LL165364 and LL189729),
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of the property described in (a) and (b); and
- (d) any present or future freehold and leasehold or immovable property (other than that described in (a) and (b)) now or from time to time acquired by the Chargor wheresoever situated, and includes all Related Rights

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 Obligations means all the 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 and as principal or surety or in any other capacity.

Secured Parties means the Lenders and other Finance Parties under the Finance Documents.

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 any document evidencing the grant of Security by any Obligor in favour of the Chargee, dated on or about 22 April 2005

Senior Facilities Agreement means the senior facilities agreement dated 20 April 2005 and made between the Company as borrower, the Chargee as mandated lead arranger, senior facility agent and security agent and the financial institutions named in such agreement as Lenders.

Shares means all of the shares specified in Schedule 6 (Shares) of the Debenture.

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Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

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Please give the short particulars of the property mortgaged or charged

Short particulars

(SHORT PARTICULARS CONTINUATION PAGE 6 OF 6)

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.

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels now or from time to time hereafter owned by the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

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