

MG01

Particulars of a mortgage or charge

279923/13



A fee is payable with this form

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is not for

You cannot use this form to register particulars of a mortgage or charge in Scotland or the Republic of Ireland. Use form MG01

TUESDAY



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29/05/2012

#232

COMPANIES HOUSE

For completion, please visit www.gov.uk

1

Company details

Company number

5 0 5 3 8 2

Company name in full

ARNOLDS VETERINARY PRODUCTS LIMITED ("Chargor")

8

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 *

2

Date of creation of charge

Date of creation

2 1 0 5 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As specified in the continuation pages to this form

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name LLOYDS TSB BANK PLC as Security Trustee

Address 25 GRESHAM STREET

LONDON

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 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

As specified in the continuation pages to this form

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents, any Ancillary Facility Document and/or any Hedging Agreement together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, any Ancillary Facility Document and/or any Hedging Agreement or any other document evidencing or securing any such liabilities ("Secured Obligations")	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 COVENANT TO PAY

The Chargor, as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents.

2. SECURITY

2 1 Fixed charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets:

2 1 1 First legal mortgage on specified Property - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) of the Debenture and this form,

2 1 2 First fixed charges in respect of other Property - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3 1.1 of the Debenture (paragraph 2 1 1 of this form)), (b) any other rights, title or interest of such Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property,

2 1 3 First fixed charges in respect of Designated Chattels - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of such Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1 or 3 1 2 of the Debenture (paragraphs 2 1 1 and 2 1 2 of this form)), and (b) all Associated Rights in relation to such Designated Chattels,

2 1 4 First fixed charges in respect of other chattels - by way of first fixed charge, (a) all chattels of the same description or categorisation as any of the Designated Chattels (including without limitation all plant, machinery, vehicles and computer equipment) at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1 1, 3.1.2 or 3.1.3 of the Debenture (paragraphs 2 1 1, 2.1 2 and 2.1 3 of this form) nor any chattel for the time being forming part of such Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3 1 4 of the Debenture and (c) the benefit of all Associated Rights relating to any chattel validly

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 409 1059 436">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="596 499 1235 526">charged by Clause 3 1 4 of the Debenture;</p> <p data-bbox="461 555 1519 680">2.1.5 First fixed charge on specified Shares - by way of first fixed charge, (a) the Shares (if any) listed in respect of such Chargor in Schedule 5 (Shares) of the Debenture (and this form) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,</p> <p data-bbox="461 710 1519 862">2 1.6 First fixed charge on Investments - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3 1.5 of the Debenture (paragraph 2.1 5 of this form)) and (b) all Distribution Rights from time to time accruing to or on such Investments;</p> <p data-bbox="461 891 1519 1171">2 1.7 First fixed charges in respect of Insurances - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture (paragraph 2 2 3 of this form) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of such Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to such Chargor or in which such Chargor otherwise has an interest (to the extent of such interest);</p> <p data-bbox="461 1200 1519 1406">2.1 8 First fixed charges in respect of book debts - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to such Chargor and (b) all rights and claims of whatever nature of such Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p data-bbox="461 1435 1519 1509">2.1.9 First fixed charge on Specified Bank Balances - by way of first fixed charge, all of the Specified Bank Balances in respect of such Chargor,</p> <p data-bbox="461 1538 1519 1664">2 1.10 First fixed charge on other Bank Balances - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3 1 9 of the Debenture (paragraph 2.1 9 of this form)),</p> <p data-bbox="461 1693 1519 1874">2 1 11 First fixed charge on Intellectual Property - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2 4 of the Debenture (paragraph 2 2 4 of this form), by way of first fixed charge, all Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest),</p> <p data-bbox="461 1904 1519 1977">2.1 12 First fixed charges in respect of Authorisations - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

pursuant to Clauses 3 2 1 or 3 2.5 respectively of the Debenture (paragraphs 2 2 1 and 2 2 5 of this form) but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to such Chargor in respect of such Authorisations,

2 1 13 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of Clause 3 1 (Fixed Charges) of the Debenture (paragraph 2.1 of this form) and are not effectively assigned under Clause 3 2 2 of the Debenture (paragraph 2.2 2 of this form), by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party;

2 1 14 **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of such Chargor; and

2 1 15 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of such Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

2 2 **Assignments by way of security**

As further continuing security for the payment of the Secured Obligations, the Chargor assigned to the fullest extent capable of assignment to the Security Trustee all (if any) its rights, title and interest in and to the following assets

2 2 1 **Authorisations** - all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;

2 2 2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts,

2 2.3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of such Chargor,

2 2 4 **Intellectual Property** - the Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to such Chargor a licence to use such

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and</p> <p>2.2 5 Associated Rights and Derivative Payments - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of the Debenture or valid assignment pursuant to Clauses 3.2 1 to 3 2 4 of the Debenture (paragraph 2 3 1 of this form) and which relate to any of the assets of such Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.</p> <p>2 3 Floating charge</p> <p>2.3 1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future</p> <p>2 3 2 The floating charge created by Clause 3 5 1 of the Debenture (paragraph 2 1 3 of this form) is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor under any of the Transaction Security Documents in favour of the Security Trustee as security for the Secured Obligations</p> <p>2 4 Continuing security</p> <p>The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.</p> <p>3 NEGATIVE PLEDGE</p> <p>3 1 During the Security Period, no Chargor shall create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Clause 5.1 of the Debenture, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

3 2 Clause 5.1 of the Debenture (paragraph 3 1 of this form) does not apply to any Security which is Permitted Security or a Permitted Transaction

Schedule 2 - Bank accounts

The Debenture does not specify any Bank accounts relating to the Chargor

Schedule 3 - Charged Contracts

The Debenture does not specify any Charged Contracts relating to the Chargor

Schedule 4 - Details of Property

The Debenture does not specify any Property relating to the Chargor

Schedule 5 - Details of Shares

The Debenture does not specify any Shares relating to the Chargor

Schedule 6 - Details of Designated Chattels

The Debenture does not specify any Designated Chattels relating to the Chargor.

Appendix 1

Definitions:

"Authorisation" has the meaning given in the Facilities Agreement

"Ancillary Facility Document" has the meaning given in the Facilities Agreement

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="343 403 1061 436">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="454 492 1516 616">bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.</p> <p data-bbox="454 649 1516 784">"Charged Contracts" means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (Charged Contracts) of the Debenture (Schedule 3 of this form) in respect of such Chargor.</p> <p data-bbox="454 817 1516 952">"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset</p> <p data-bbox="454 985 1516 1176">"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of any Chargor in Schedule 6 (Designated Chattels) of the Debenture (Schedule 6 of this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels</p> <p data-bbox="454 1209 1516 1366">"Discharge Date" means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled</p> <p data-bbox="454 1400 1516 1624">"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment</p> <p data-bbox="454 1657 1516 1758">"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.</p> <p data-bbox="454 1792 1516 1848">"Event of Default" has the meaning given in the Facilities Agreement</p> <p data-bbox="454 1881 1516 1960">"Facilities Agreement" means a facilities agreement made on 4 April 2012 between, amongst others, the Chargor, the Arranger, the Original Lenders, the Original Hedge Counterparties, the Original</p>

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="309 389 1021 418">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="418 483 1492 539">Ancillary Lenders, the Agent, the Security Trustee and the Bookrunner, as defined in the Facilities Agreement</p> <p data-bbox="418 580 1492 636">"Financial Indebtedness" has the meaning given in the Facilities Agreement</p> <p data-bbox="418 676 1492 732">"Finance Documents" has the meaning given in the Facilities Agreement</p> <p data-bbox="418 772 1492 828">"First Chargor" means Dechra Pharmaceuticals PLC (company number 03369634)</p> <p data-bbox="418 869 1329 898">"Group" has the meaning given in the Facilities Agreement</p> <p data-bbox="418 938 1492 994">"Hedging Agreement" has the meaning given in the Facilities Agreement</p> <p data-bbox="418 1034 1492 1090">"Intercreditor Agreement" has the meaning given in the Facilities Agreement</p> <p data-bbox="418 1120 1492 1176">"Intellectual Property" has the meaning given in the Facilities Agreement.</p> <p data-bbox="418 1202 1492 1494">"Insurance Proceeds" means the proceeds of any insurance claim received by any Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by such Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing</p> <p data-bbox="418 1534 1492 1659">"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest</p> <p data-bbox="418 1700 1492 1993">"Investment" means, in respect of any Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) at the date of the Debenture or in the future owned by such Chargor, in each case whether held directly by, or to the order of, such Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of such Chargor, and also including any</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system</p> <p>"Obligor" has the meaning given in the Facilities Agreement</p> <p>"Permitted Security" has the meaning given in the Facilities Agreement.</p> <p>"Permitted Transaction" has the meaning given in the Facilities Agreement.</p> <p>"Property" means the Real Property from time to time owned by each Chargor or in which any Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property.</p> <p>"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property</p> <p>"Secured Parties" has the meaning given in the Facilities Agreement.</p> <p>"Security" has the meaning given in the Facilities Agreement</p> <p>"Secured Assets" means the assets the subject of any Security created by the Debenture</p> <p>"Shares" means (in relation to each Chargor) all shares (if any) specified in Schedule 5 (<i>Shares</i>) of the Debenture (Schedule 5 of this form) in respect of such Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by such Chargor from time to time, or any in which it has an interest</p> <p>"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (<i>Bank accounts</i>) of the Debenture (Schedule 2 of this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account</p> <p>"Specified Shares" means in relation to a Chargor the Shares specified in Schedule 5 (<i>Shares</i>) (Schedule 5 of this form) of the</p>

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Debenture opposite its name

"**Security Period**" means the period beginning on the date of the Debenture and ending on the Discharge Date

"**Security Trustee**" means Lloyds TSB Bank Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Intercreditor Agreement, the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents.

"**Transaction Security Documents**" has the meaning given in the Facilities Agreement.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Eversheds 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Richard Davies

Company name Eversheds LLP

Address 115 Colmore Row

Post town Birmingham

County/Region

Postcode B 3 3 A L

Country

DX DX 13004 Birmingham

Telephone 0845 497 9797



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 505382
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 MAY 2012
AND CREATED BY ARNOLDS VETERINARY PRODUCTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR AND GRANTOR OF SECURITY TO
THE SECURED PARTIES (OR ANY OF THEM) ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 29 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MAY 2012

① x

