



Registration of a Charge

Company name: **NORTH DOWNS SPECIALIST REFERRALS LIMITED**

Company number: **05576298**



X50VYGJ4

Received for Electronic Filing: **16/02/2016**

Details of Charge

Date of creation: **28/01/2016**

Charge code: **0557 6298 0004**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALEX YERAMIAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5576298

Charge code: 0557 6298 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2016 and created by NORTH DOWNS SPECIALIST REFERRALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2016 .

Given at Companies House, Cardiff on 17th February 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED

28 January

2016

(1) THE COMPANIES LISTED IN SCHEDULE 1
as the Chargors

(2) BARCLAYS BANK PLC
as the Security Agent

SUPPLEMENTAL DEED
relating to
a debenture dated 2 July 2015



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 16 February 2016

SIGNED ALEX VIGANZAN
DLA PIPER UK LLP

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THIS SUPPLEMENTAL DEED is made on

28 January

2016

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (each a "Chargor" and together the "Chargors"); and
- (2) BARCLAYS BANK PLC as agent and trustee for itself and each of the other Secured Parties ("Security Agent").

BACKGROUND:

- A This deed is supplemental to a debenture dated 2 July 2015 between the Chargors and the Security Agent ("**Debenture**") by which (1) each Chargor, among other things, covenanted to the Security Agent to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document, and (2) each Chargor created first fixed and floating charges over its assets in favour of the Security Agent, all as set out in the Debenture.
- B It is proposed to amend and restate the Original Facilities Agreement in accordance with the terms of the Amendment and Restatement Agreement (as each such terms are defined below). The Chargors wish to confirm that the security interests granted pursuant to the Debenture continue in full force and effect in relation to the Amended Facilities Agreement and the other Finance Documents and the Chargors wish to grant new security interests in connection with the Amended Facilities Agreement as set out below.

NOW THIS DEED WITNESSES and it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions defined in the Debenture (as amended by clause 2 (*Amendments*)), and not otherwise defined herein, shall have the same meanings when used in this Supplemental Deed unless the context requires otherwise and the following words shall have the following meanings:

"**Amended Facilities Agreement**" means the Original Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"**Amendment and Restatement Agreement**" means an amendment and restatement agreement dated on or around the date of this Deed between (1) Linnaeus Group Limited (formerly Willows Topco Limited) as Parent, (2) the companies listed in schedule 1 thereto as Obligor, (3) Barclays Bank plc as Agent and (4) Barclays Bank plc as Security Trustee, which amends and restates the terms of the Original Facilities Agreement;

"**Amendment Date**" means the date of this Deed;

"**Charged Assets**" means all property and assets from time to time charged by or pursuant to this Supplemental Deed;

"**Original Facilities Agreement**" means the multicurrency term and revolving facilities agreement originally dated 16 September 2014 between (1) Linnaeus Group Limited (formerly Willows Topco Limited) as Parent, (2) the entities listed in part I of schedule 1 thereto as Original Borrowers, (3) the entities listed in part I of schedule 1 thereto as Original Guarantors, (4) Barclays Bank PLC as Arranger, (5) the financial institutions listed in part II of schedule 1 thereto as Original Lenders, (6) the persons listed in part III of schedule 1 thereto as Original Hedge Counterparties, (7) Barclays Bank plc as Agent and (8) Barclays Bank plc as Security Trustee as amended and restated on 2 July 2015;

1.2 Construction

1 (Definitions and Interpretation)

- (a) The provisions of clause ~~2~~ of the Debenture apply to this Supplemental Deed as though they were set out in full in this Supplemental Deed and references in the Debenture to "this Deed" shall, with effect from the date of this Supplemental Deed and unless the context otherwise requires, be references to the Debenture as amended by this Supplemental Deed and words such as "herein", "hereunder", "hereby" and "hereto", where they appear in the Debenture, shall be construed accordingly.
- (b) This Supplemental Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.
- (c) Save as amended by this Supplemental Deed, the provisions of the Debenture shall continue to be in full force and effect and, save as provided in clause 4(d), this Supplemental Deed and the Debenture shall be read and construed as one instrument.
- (d) Without prejudice to clause 10 (*Acknowledgement of trust*), a person who is not party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any term of this Supplemental Deed.
- (e) Save for the provisions of clause 2 (*Amendments*) and clause 4 (*Creation of Further Security in favour of the Security*) of this Supplemental Deed, to the extent that any of the terms of the Debenture conflict with any of the terms of this Supplemental Deed, then the terms of the Debenture shall prevail.

2. AMENDMENTS

The parties to this Supplemental Deed agree that, with effect from the Amendment Date, the Debenture shall be amended so that:

- (a) the definition of "Senior Facilities Agreement" shall be deleted and replaced with the following new definition:

"Senior Facilities Agreement" means the term and revolving facilities agreement dated 16 September 2014 and made between, amongst others, (1) Willows Topco Limited (formerly Care SCP Topco Limited) as Parent, (2) the companies listed in part I of schedule 1 to it as Original Borrowers, (3) the companies listed in part I of schedule 1 to it as Original Guarantors, (4) Barclays Bank plc as Arranger, (5) the banks and financial institutions listed in part II of schedule 1 to it as Original Lenders, (6) Barclays Bank plc as Agent, and (7) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers as amended and restated pursuant an amendment and restatement agreement dated on or about the date of this Deed and pursuant to a further amendment and restatement agreement dated on the Second Amendment and Restatement Date;"

- (b) the following new definition be added:

"Second Amendment and Restatement Date" has the meaning given to it in the Facilities Agreement;"

3. CONFIRMATION AND REPETITION

- (a) Each Chargor:
- (i) acknowledges the terms of the Amended Facilities Agreement and the other Finance Documents (including, without limitation, the Amendment and Restatement Agreement); and
 - (ii) agrees that, on and from the Amendment Date, its obligations and liabilities under the Debenture continue in full force and effect and apply on the basis that references (directly or indirectly) in the Debenture to the "Facilities Agreement" (including, without limitation, indirectly by reference to "Finance Documents") and to the "Finance Documents" shall be construed, by virtue of clause 2.1.1(b) of the Debenture, to be a reference to the Amended Facilities Agreement and the Finance Documents respectively, in each case, as amended by clause 2 (*Amendments*) and as may be further amended, restated, supplemented or novated from time to time.
- (b) Each Chargor hereby confirms that:
- (i) any Security created by it under the Debenture extends to the obligations of the Obligors under the Finance Documents (including, without limitation, the Amended Facilities Agreement); and
 - (ii) the Security created under the Debenture continues in full force and effect in accordance with its terms.

4. CREATION OF FURTHER SECURITY IN FAVOUR OF THE SECURITY AGENT

- (a) Each Chargor hereby ² ~~covenants~~ ^(covenant plus) with the Security Agent that it will comply with the provisions of clause ~~3~~ ² (~~Undertaking to pay~~) of the Debenture as if the same were set out in this Supplemental Deed, *mutatis mutandis*.
- (b) Each Chargor, as beneficial owner and ^{Fixed} with full title guarantee, hereby charges to the Security Agent (as agent and trustee for itself and each of the Secured Parties) as continuing and further security for the payment, discharge and performance of the Secured Liabilities by way of legal mortgage or fixed or floating charge (as referred to in respect of the relevant assets in the relevant sub-clauses of clause 4 (*Security*) of the Debenture), all its assets (and all rights in respect thereof) described in ~~clauses 4.3 (Land), 4.4 (Investments), 4.5 (Chattels), 4.6 (Accounts), 4.7 (Monetary Claims), 4.8 (Contracts), 4.9 and 4.10 (Insurances), 4.11 (Intellectual Property), 4.12 (Miscellaneous) and 4.13 (Floating Charge)~~ ^{clause 4 (Fixed Security) and clause 5} of the Debenture in the manner and to the extent described in ~~clause 4 of the Debenture~~ ^{clause 4 of the Debenture}, as if such clauses of the Debenture were set out in this Supplemental Deed in full, *mutatis mutandis* including, without limiting the generality of the foregoing:
- (i) legal mortgages over the properties described in part 1 of schedule 2;
 - (ii) fixed charges over the Shares described in schedule 3;
 - (iii) fixed charges over the Security Accounts described in schedule 4;
 - (iv) fixed charges over the Intellectual Property;
 - (v) assignment of:
 - (A) the Contracts, all rights and remedies in connection with the Contracts and all proceeds and claims arising from them; and
 - (B) all Policies specified in schedule 6; and

(C) all other Policies (not assigned by clause 4(b)(v)(B)),

and all claims under the Policies and all proceeds of the Policies.

- (c) In relation to the Security created by clause 4(b) of this Supplemental Deed (and the assets subject thereto), the Security Agent shall have all rights expressed to be granted to it in respect of the Security created by the Debenture and is appointed attorney for each Chargor under the same terms as clause 22 (*Power of attorney*) of the Debenture.
- (d) The Security created by the Chargors pursuant to clause 4(b) of this Supplemental Deed shall be separate and distinct from, and shall not merge with, the Security created by the Chargors pursuant to clause 4 (*Security*) of the Debenture.
- (e) Each Chargor undertakes with the Security Agent to comply with the provisions of clause ~~5~~ ¹² (*General Undertakings*) of the Debenture (as if the same were set out in this Supplemental Deed, *mutatis mutandis*). ^{by the Chargors}

5. SUPPLEMENTAL PROVISIONS

- (a) The floating charge created by clause 4(b) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) To the extent that the Secured Assets constitute "financial collateral" and this Supplemental Deed and the obligations of each Chargor hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No.3226)) the Security Agent shall have the right after this security has become enforceable to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Liabilities. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Agent acting in good faith reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

6. CHARGORS' LIABILITIES

6.1 Joint and several liabilities

The covenants, agreements, obligations and liabilities of the Chargors contained in this Supplemental Deed or implied on their part are joint and several and shall be construed accordingly.

6.2 Liabilities survive deficiencies and releases

Each Chargor agrees to be bound by this Supplemental Deed notwithstanding that any person intended to execute or to be bound by this Supplemental Deed or any other document may not do so or may not be effectually bound and notwithstanding that any guarantees, indemnities, other assurances against loss or Security contained in any other Security Document may be terminated or released or may be or become invalid or unenforceable against any other Chargor whether or not the deficiency is known to any of the Secured Parties.

7. CONTINUING SECURITY

- (a) This Supplemental Deed and the obligations of each Chargor under this Supplemental Deed (including, without limitation, its obligations under clause 4) shall extend to the ultimate balance from time to time owing in respect of the Secured Liabilities and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.
- (b) This Supplemental Deed shall, in relation to each Chargor, be read and construed as if it were a separate Supplemental Deed relating to each Chargor to the intent that if any Security

created by any Chargor under this Supplemental Deed shall be invalid or liable to be set aside for any reason, this shall not affect any other Security created hereunder.

8. FURTHER ASSURANCE

- (a) Each Chargor shall if and when at any time required by the Security Agent execute such further Security and assurances in favour or for the benefit of the Security Agent and the other Secured Parties and do all such acts and things as the Security Agent shall from time to time reasonably require over or in relation to all or any of the Secured Assets to secure the Secured Liabilities or to perfect or protect the Security Agent's security over the Secured Assets or any part thereof or to facilitate the realisation of the same.
- (b) Any security document required to be executed by a Chargor pursuant to clause 8(a) of this Supplemental Deed will be prepared at the cost of that Chargor and will contain terms and conditions which are no more onerous than those contained in this Supplemental Deed or the Debenture.

9. REPRESENTATION AND WARRANTIES

Each Chargor makes the representations and warranties required pursuant to clause 11~~11~~^{11.1} (*Representations and Warranties*) of the Debenture as well as those set out in this clause 9:

- (a) in relation to freehold and leasehold real property, part 1 of schedule 2 identifies all freehold and leasehold real property which is beneficially owned by each Chargor at the date of this Supplemental Deed;
- (b) the Shares listed in schedule 3 to this Supplemental Deed constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire share capital of each such company; and
- (c) the Accounts listed in schedule 4 constitute all Accounts in which each Chargor has an interest at the date of this Supplemental Deed.

10. ACKNOWLEDGEMENT OF TRUST

The Security Agent holds the benefit of the covenants, agreements and undertakings of each Chargor contained in this Supplemental Deed and the security and other rights, titles and interests constituted by this Supplemental Deed and the Secured Assets and all other moneys, property and assets paid to the Security Trustee or held by the Security Trustee or received or recovered by the Security Agent pursuant to or in connection with this Supplemental Deed with effect from the date of this Supplemental Deed on trust for the Secured Parties in accordance with the terms of clause 19.1 of the Intercreditor Agreement and the trusts declared therein.

11. PARTIAL INVALIDITY

Each of the provisions of this Supplemental Deed is severable and distinct from one another and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

13. DISCHARGE OF SECURITY

- (a) Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:
 - (i) release the Charged Assets from this Supplemental Deed; and
 - (ii) re-assign to the relevant Chargor those Charged Assets that have been assigned to the Security Agent under the terms of this Supplemental Deed.
- (b) Section 93 of the Act shall not apply to this Supplemental Deed.

14. GOVERNING LAW

This Supplemental Deed and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with English law

In witness whereof this document has been executed and delivered as a deed on the date stated at the beginning of this Supplemental Deed.

SCHEDULE 1: THE CHARGORS

Name	Company No	Address
Forem Holdings Acquisitions Limited	9655661	Willows Veterinary Centre and Referral Service, Highlands Road, Shirley, Solihull, West Midlands, B90 4NH
Forem Holdings Limited	6459902	The Friesian Buildings 3 & 4 The Brewerstreet, Dairy Business Park Brewer Street, Bletchingley, Redhill, Surrey, RH1 4QP
North Downs Specialist Referrals Limited	5576298	The Friesian Buildings 3 & 4 The Brewerstreet, Dairy Business Park Brewer Street, Bletchingley, Redhill, Surrey, RH1 4QP

SCHEDULE 2: MORTGAGED PROPERTY

Part 1

Registered Land

Chargor	Address	Title number
Forem Holdings Limited	Unit 2, The Fresian Buildings, The Brewerstreet Dairy Business Park, Brewer Street, Bletchingley, Surrey RH1 4QP demised by a lease dated 9 September 2010 and made between the Trustees of the C J French Discretionary Settlement (1) and the Company (2)	SY791935
Forem Holdings Limited	Units 3 and 4, The Friesian Building, Dairy Business Park, Brewer Street, Bletchingley, Redhill RH1 4QP demised by a lease dated 9 April 2008 and made between the Trustees of the C.J. French Discretionary Settlement (1) and the Company (2)	SY772274
Forem Holdings Limited	Suite 3 The Alma Building and Unit 2 The Hereford Building as above demised by a lease dated 19 February 2010 and made between the Trustees of the C.J. French Discretionary Settlement (1) and the Company (2)	SY787000
Forem Holdings Limited	Silo site at Brewerstreet Farm as above demised by a lease dated 15 December 2011 and made between C J French and M A French (1) and the Company (2)	N/A

Part 2

Unregistered Land

None as at the date of this Deed.

SCHEDULE 3: INITIAL SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Forem Holdings Acquisitions Limited	Forem Holdings Limited	A Ordinary	100	£100
Forem Holdings Acquisitions Limited	Forem Holdings Limited	B Ordinary	100	£100
Forem Holdings Acquisitions Limited	North Downs Specialist Referrals Limited	Ordinary	6	£6
Forem Holdings Limited	North Downs Specialist Referrals Limited	Ordinary	94	£94
Forem Holdings Limited	Forem Limited	Ordinary	1	£1

SCHEDULE 4: ACCOUNT DETAILS

Part 1

Fixed Charge Accounts

None as at the date of this Deed.

Part 2

Other Accounts

Account Holder	Account Number	Account Bank	Sort code
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400

SCHEDULE 5: CONTRACTS

The Forem Acquisition Agreement

The Forem Subsidiary Acquisition Agreement

SCHEDULE 6: INSURANCE POLICIES

Policyholder's name	Policy number	Insurer's name and address	Insurer's jurisdiction of incorporation	Policy expiry date
None	N/A	N/A	N/A	N/A

SCHEDULE 7: INTELLECTUAL PROPERTY RIGHTS

Trade Marks

Registered number / application number	Trade mark	Filing Date	Registration Date	Classes	Place of Registration	Expiry / renewal date
None	N/A	N/A	N/A	N/A	N/A	[•]

Domain Names

Domain Name	Registrant
None	N/A

EXECUTION PAGES

THE CHARGORS

Executed as a deed, but not delivered until the first)
date specified on page 1, by **FOREM HOLDINGS**)
ACQUISITIONS LIMITED by a director in the)
presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

Executed as a deed, but not delivered until the first)
date specified on page 1, by **FOREM HOLDINGS**)
LIMITED by a director in the presence of a)
witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

Executed as a deed, but not delivered until the first)
date specified on page 1, by **NORTH DOWNS**)
SPECIALIST REFERRALS LIMITED by a)
director in the presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

THE SECURITY AGENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by **BARCLAYS BANK**)
PLC acting by its authorised signatory in the)
presence of a witness:)

Signature

Name (block capitals)

Authorised signatory

Witness signature

Witness name
(block capitals)

Witness address



DATED

28 January

2016

(1) THE COMPANIES LISTED IN SCHEDULE 1
as the Chargors

(2) BARCLAYS BANK PLC
as the Security Agent

SUPPLEMENTAL DEED
relating to
a debenture dated 2 July 2015



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
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DATE 16 February 2016

SIGNED Alex Gramman
DLA PIPER UK LLP

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THIS SUPPLEMENTAL DEED is made on

28 January

2016

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (each a "Chargor" and together the "Chargors"); and
- (2) BARCLAYS BANK PLC as agent and trustee for itself and each of the other Secured Parties ("Security Agent").

BACKGROUND:

- A This deed is supplemental to a debenture dated 2 July 2015 between the Chargors and the Security Agent ("**Debenture**") by which (1) each Chargor, among other things, covenanted to the Security Agent to pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document, and (2) each Chargor created first fixed and floating charges over its assets in favour of the Security Agent, all as set out in the Debenture.
- B It is proposed to amend and restate the Original Facilities Agreement in accordance with the terms of the Amendment and Restatement Agreement (as each such terms are defined below). The Chargors wish to confirm that the security interests granted pursuant to the Debenture continue in full force and effect in relation to the Amended Facilities Agreement and the other Finance Documents and the Chargors wish to grant new security interests in connection with the Amended Facilities Agreement as set out below.

NOW THIS DEED WITNESSES and it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions defined in the Debenture (as amended by clause 2 (*Amendments*)), and not otherwise defined herein, shall have the same meanings when used in this Supplemental Deed unless the context requires otherwise and the following words shall have the following meanings:

"**Amended Facilities Agreement**" means the Original Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"**Amendment and Restatement Agreement**" means an amendment and restatement agreement dated on or around the date of this Deed between (1) Linnaeus Group Limited (formerly Willows Topco Limited) as Parent, (2) the companies listed in schedule 1 thereto as Obligors, (3) Barclays Bank plc as Agent and (4) Barclays Bank plc as Security Trustee, which amends and restates the terms of the Original Facilities Agreement;

"**Amendment Date**" means the date of this Deed;

"**Charged Assets**" means all property and assets from time to time charged by or pursuant to this Supplemental Deed;

"**Original Facilities Agreement**" means the multicurrency term and revolving facilities agreement originally dated 16 September 2014 between (1) Linnaeus Group Limited (formerly Willows Topco Limited) as Parent, (2) the entities listed in part I of schedule 1 thereto as Original Borrowers, (3) the entities listed in part I of schedule 1 thereto as Original Guarantors, (4) Barclays Bank PLC as Arranger, (5) the financial institutions listed in part II of schedule 1 thereto as Original Lenders, (6) the persons listed in part III of schedule 1 thereto as Original Hedge Counterparties, (7) Barclays Bank plc as Agent and (8) Barclays Bank plc as Security Trustee as amended and restated on 2 July 2015;

1.2 Construction

1 (Definitions and Interpretation)

DUPP

- (a) The provisions of clause 1 of the Debenture apply to this Supplemental Deed as though they were set out in full in this Supplemental Deed and references in the Debenture to "this Deed" shall, with effect from the date of this Supplemental Deed and unless the context otherwise requires, be references to the Debenture as amended by this Supplemental Deed and words such as "herein", "hereunder", "hereby" and "hereto", where they appear in the Debenture, shall be construed accordingly.
- (b) This Supplemental Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.
- (c) Save as amended by this Supplemental Deed, the provisions of the Debenture shall continue to be in full force and effect and, save as provided in clause 4(d), this Supplemental Deed and the Debenture shall be read and construed as one instrument.
- (d) Without prejudice to clause 10 (*Acknowledgement of trust*), a person who is not party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any term of this Supplemental Deed.
- (e) Save for the provisions of clause 2 (*Amendments*) and clause 4 (*Creation of Further Security in favour of the Security*) of this Supplemental Deed, to the extent that any of the terms of the Debenture conflict with any of the terms of this Supplemental Deed, then the terms of the Debenture shall prevail.

2. AMENDMENTS

The parties to this Supplemental Deed agree that, with effect from the Amendment Date, the Debenture shall be amended so that:

- (a) the definition of "Senior Facilities Agreement" shall be deleted and replaced with the following new definition:

""**Senior Facilities Agreement**" means the term and revolving facilities agreement dated 16 September 2014 and made between, amongst others, (1) Willows Topco Limited (formerly Care SCP Topco Limited) as Parent, (2) the companies listed in part I of schedule 1 to it as Original Borrowers, (3) the companies listed in part I of schedule 1 to it as Original Guarantors, (4) Barclays Bank plc as Arranger, (5) the banks and financial institutions listed in part II of schedule 1 to it as Original Lenders, (6) Barclays Bank plc as Agent, and (7) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers as amended and restated pursuant an amendment and restatement agreement dated on or about the date of this Deed and pursuant to a further amendment and restatement agreement dated on the Second Amendment and Restatement Date;"
- (b) the following new definition be added:

""**Second Amendment and Restatement Date**" has the meaning given to it in the Facilities Agreement;"

3. CONFIRMATION AND REPETITION

(a) Each Chargor:

- (i) acknowledges the terms of the Amended Facilities Agreement and the other Finance Documents (including, without limitation, the Amendment and Restatement Agreement); and
- (ii) agrees that, on and from the Amendment Date, its obligations and liabilities under the Debenture continue in full force and effect and apply on the basis that references (directly or indirectly) in the Debenture to the "Facilities Agreement" (including, without limitation, indirectly by reference to "Finance Documents") and to the "Finance Documents" shall be construed, by virtue of clause 2.1.1(b) of the Debenture, to be a reference to the Amended Facilities Agreement and the Finance Documents respectively, in each case, as amended by clause 2 (*Amendments*) and as may be further amended, restated, supplemented or novated from time to time.

(b) Each Chargor hereby confirms that:

- (i) any Security created by it under the Debenture extends to the obligations of the Obligors under the Finance Documents (including, without limitation, the Amended Facilities Agreement); and
- (ii) the Security created under the Debenture continues in full force and effect in accordance with its terms.

4. CREATION OF FURTHER SECURITY IN FAVOUR OF THE SECURITY AGENT

- 2 ^{our} ^{covenant} ^{our}
- (a) Each Chargor hereby covenants with the Security Agent that it will comply with the provisions of clause 3 (~~Undertaking to pay~~) of the Debenture as if the same were set out in this Supplemental Deed, *mutatis mutandis*.

- (b) Each Chargor, as beneficial owner and with full title guarantee, hereby charges to the Security Agent (as agent and trustee for itself and each of the Secured Parties) as continuing and further security for the payment, discharge and performance of the Secured Liabilities by way of legal mortgage or fixed or floating charge (as referred to in respect of the relevant assets in the relevant sub-clauses of clause 4 (*Security*) of the Debenture), all its assets (and all rights in respect thereof) described in clauses 4.3 (*Land*), 4.4 (*Investments*), 4.5 (*Chattels*), 4.6 (*Accounts*), 4.7 (*Monetary Claims*), 4.8 (*Contracts*), 4.9 and 4.10 (*Insurances*), 4.11 (*Intellectual Property*), 4.12 (*Miscellaneous*) and 4.13 (*Floating Charge*) of the Debenture in the manner and to the extent described, in clause 4 of the Debenture, as if such clauses of the Debenture were set out in this Supplemental Deed in full, *mutatis mutandis* including, without limiting the generality of the foregoing:

- (i) legal mortgages over the properties described in part 1 of schedule 2;
- (ii) fixed charges over the Shares described in schedule 3;
- (iii) fixed charges over the Security Accounts described in schedule 4;
- (iv) fixed charges over the Intellectual Property;
- (v) assignment of:

- (A) the Contracts, all rights and remedies in connection with the Contracts and all proceeds and claims arising from them; and
- (B) all Policies specified in schedule 6; and

(C) all other Policies (not assigned by clause 4(b)(v)(B)),

and all claims under the Policies and all proceeds of the Policies.

(c) In relation to the Security created by clause 4(b) of this Supplemental Deed (and the assets subject thereto), the Security Agent shall have all rights expressed to be granted to it in respect of the Security created by the Debenture and is appointed attorney for each Chargor under the same terms as clause 22 (*Power of attorney*) of the Debenture.

(d) The Security created by the Chargors pursuant to clause 4(b) of this Supplemental Deed shall be separate and distinct from, and shall not merge with, the Security created by the Chargors pursuant to clause 4 (*Security*) of the Debenture.

(e) Each Chargor undertakes with the Security Agent to comply with the provisions of clause ¹² ~~(General Undertakings)~~ of the Debenture (as if the same were set out in this Supplemental Deed, *mutatis mutandis*). ^{Fixed Out} ~~by the Chargors~~ ^{DIAP.}

5. SUPPLEMENTAL PROVISIONS

(a) The floating charge created by clause 4(b) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(b) To the extent that the Secured Assets constitute "financial collateral" and this Supplemental Deed and the obligations of each Chargor hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No.3226)) the Security Agent shall have the right after this security has become enforceable to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Liabilities. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Agent acting in good faith reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

6. CHARGORS' LIABILITIES

6.1 Joint and several liabilities

The covenants, agreements, obligations and liabilities of the Chargors contained in this Supplemental Deed or implied on their part are joint and several and shall be construed accordingly.

6.2 Liabilities survive deficiencies and releases

Each Chargor agrees to be bound by this Supplemental Deed notwithstanding that any person intended to execute or to be bound by this Supplemental Deed or any other document may not do so or may not be effectually bound and notwithstanding that any guarantees, indemnities, other assurances against loss or Security contained in any other Security Document may be terminated or released or may be or become invalid or unenforceable against any other Chargor whether or not the deficiency is known to any of the Secured Parties.

7. CONTINUING SECURITY

(a) This Supplemental Deed and the obligations of each Chargor under this Supplemental Deed (including, without limitation, its obligations under clause 4) shall extend to the ultimate balance from time to time owing in respect of the Secured Liabilities and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

(b) This Supplemental Deed shall, in relation to each Chargor, be read and construed as if it were a separate Supplemental Deed relating to each Chargor to the intent that if any Security

created by any Chargor under this Supplemental Deed shall be invalid or liable to be set aside for any reason, this shall not affect any other Security created hereunder.

8. FURTHER ASSURANCE

- (a) Each Chargor shall if and when at any time required by the Security Agent execute such further Security and assurances in favour or for the benefit of the Security Agent and the other Secured Parties and do all such acts and things as the Security Agent shall from time to time reasonably require over or in relation to all or any of the Secured Assets to secure the Secured Liabilities or to perfect or protect the Security Agent's security over the Secured Assets or any part thereof or to facilitate the realisation of the same.
- (b) Any security document required to be executed by a Chargor pursuant to clause 8(a) of this Supplemental Deed will be prepared at the cost of that Chargor and will contain terms and conditions which are no more onerous than those contained in this Supplemental Deed or the Debenture.

9. REPRESENTATION AND WARRANTIES

Each Chargor makes the representations and warranties required pursuant to clause 11.1 (*Representations and Warranties*) of the Debenture as well as those set out in this clause 9:

- (a) in relation to freehold and leasehold real property, part 1 of schedule 2 identifies all freehold and leasehold real property which is beneficially owned by each Chargor at the date of this Supplemental Deed;
- (b) the Shares listed in schedule 3 to this Supplemental Deed constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire share capital of each such company; and
- (c) the Accounts listed in schedule 4 constitute all Accounts in which each Chargor has an interest at the date of this Supplemental Deed.

10. ACKNOWLEDGEMENT OF TRUST

The Security Agent holds the benefit of the covenants, agreements and undertakings of each Chargor contained in this Supplemental Deed and the security and other rights, titles and interests constituted by this Supplemental Deed and the Secured Assets and all other moneys, property and assets paid to the Security Trustee or held by the Security Trustee or received or recovered by the Security Agent pursuant to or in connection with this Supplemental Deed with effect from the date of this Supplemental Deed on trust for the Secured Parties in accordance with the terms of clause 19.1 of the Intercreditor Agreement and the trusts declared therein.

11. PARTIAL INVALIDITY

Each of the provisions of this Supplemental Deed is severable and distinct from one another and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts and by the parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

13. DISCHARGE OF SECURITY

- (a) Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:
 - (i) release the Charged Assets from this Supplemental Deed; and
 - (ii) re-assign to the relevant Chargor those Charged Assets that have been assigned to the Security Agent under the terms of this Supplemental Deed.
- (b) Section 93 of the Act shall not apply to this Supplemental Deed.

14. GOVERNING LAW

This Supplemental Deed and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with English law

In witness whereof this document has been executed and delivered as a deed on the date stated at the beginning of this Supplemental Deed.

SCHEDULE 1: THE CHARGORS

Name	Company No	Address
Forem Holdings Acquisitions Limited	9655661	Willows Veterinary Centre and Referral Service, Highlands Road, Shirley, Solihull, West Midlands, B90 4NH
Forem Holdings Limited	6459902	The Friesian Buildings 3 & 4 The Brewerstreet, Dairy Business Park Brewer Street, Bletchingley, Redhill, Surrey, RH1 4QP
North Downs Specialist Referrals Limited	5576298	The Friesian Buildings 3 & 4 The Brewerstreet, Dairy Business Park Brewer Street, Bletchingley, Redhill, Surrey, RH1 4QP

SCHEDULE 2: MORTGAGED PROPERTY

Part 1

Registered Land

Chargor	Address	Title number
Forem Holdings Limited	Unit 2, The Fresian Buildings, The Brewerstreet Dairy Business Park, Brewer Street, Beltringley, Surrey RH1 4QP demised by a lease dated 9 September 2010 and made between the Trustees of the C J French Discretionary Settlement (1) and the Company (2)	SY791935
Forem Holdings Limited	Units 3 and 4, The Friesian Building, Dairy Business Park, Brewer Street, Blettringley, Redhill RH1 4QP demised by a lease dated 9 April 2008 and made between the Trustees of the C.J. French Discretionary Settlement (1) and the Company (2)	SY772274
Forem Holdings Limited	Suite 3 The Alma Building and Unit 2 The Hereford Building as above demised by a lease dated 19 February 2010 and made between the Trustees of the C.J. French Discretionary Settlement (1) and the Company (2)	SY787000
Forem Holdings Limited	Silo site at Brewerstreet Farm as above demised by a lease dated 15 December 2011 and made between C J French and M A French (1) and the Company (2)	N/A

Part 2

Unregistered Land

None as at the date of this Deed.

SCHEDULE 3: INITIAL SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Forem Holdings Acquisitions Limited	Forem Holdings Limited	A Ordinary	100	£100
Forem Holdings Acquisitions Limited	Forem Holdings Limited	B Ordinary	100	£100
Forem Holdings Acquisitions Limited	North Downs Specialist Referrals Limited	Ordinary	6	£6
Forem Holdings Limited	North Downs Specialist Referrals Limited	Ordinary	94	£94
Forem Holdings Limited	Forem Limited	Ordinary	1	£1

SCHEDULE 4: ACCOUNT DETAILS

Part 1

Fixed Charge Accounts

None as at the date of this Deed.

Part 2

Other Accounts

Account Holder	Account Number	Account Bank	Sort code
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400
Forem Holdings Limited	[REDACTED]	Barclays Bank plc	202400

SCHEDULE 5: CONTRACTS

The Forem Acquisition Agreement

The Forem Subsidiary Acquisition Agreement

SCHEDULE 6: INSURANCE POLICIES

Policyholder's name	Policy number	Insurer's name and address	Insurer's jurisdiction of incorporation	Policy expiry date
None	N/A	N/A	N/A	N/A

SCHEDULE 7: INTELLECTUAL PROPERTY RIGHTS

Trade Marks

Registered number / application number	Trade mark	Filing Date	Registration Date	Classes	Place of Registration	Expiry / renewal date
None	N/A	N/A	N/A	N/A	N/A	[•]

Domain Names

Domain Name	Registrant
None	N/A

EXECUTION PAGES

THE CHARGORS

Executed as a deed, but not delivered until the first)
date specified on page 1, by **FOREM HOLDINGS**)
ACQUISITIONS LIMITED by a director in the)
presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

.....

.....

Executed as a deed, but not delivered until the first)
date specified on page 1, by **FOREM HOLDINGS**)
LIMITED by a director in the presence of a)
witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

.....

.....

Executed as a deed, but not delivered until the first)
date specified on page 1, by **NORTH DOWNS**)
SPECIALIST REFERRALS LIMITED by a)
director in the presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address


THE SECURITY AGENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by **BARCLAYS BANK**)
PLC acting by its authorised signatory in the)
presence of a witness:)

Signature 

Name (block capitals) N.R. WILKINS

Authorised signatory

Witness signature 

Witness name
(block capitals) NORMAN CHAN

Witness address 