COMPANIES FORM No. 395

Particulars of a mortgage or charge

M

395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number 339801

Name of company

* National Veterinary Supplies Limited
(the "Company")

* insert full name of company

Date of creation of the charge

24 June 1997

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

Guarantee and Debenture dated 24 June 1997 made between the Companies listed in Part II of the attached Schedule and The Governor and Company of the Bank of Scotland (as Security Trustee (as defined in Part I of the attached Schedule)) (the "Debenture")

Amount secured by the mortgage or charge

See Part III of the attached Schedule.

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

The Governor and Company of the Bank of Scotland, 5th Floor, Broad Street House, 55 Old Broad Street, London (as Security Trustee (as defined in Part I of the attached Schedule))

Postcode EC2P 2EH

Presentor's name address and reference (if any);

Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

DX: DX No. Exchange
A1/AJF/SHW/MJC/107872

Time critical reference

For official use
Mortgage Section

Post room

KLO *KGUEDX2K* 2628
COMPANIES HOUSE 03/07/97

Short particulars of all the property mortgaged or charged

As specified in Part IV of the attached Schedule.

N.B. The attached Schedule includes covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Lovell White Durrant Date 2 July 1997

Solicitors

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

† delete as appropriate

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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SCHEDULE TO FORM 395

Part I

Definitions

"Agent"	means The Governor and Company of the Bank of Scotland in its capacity as agent for the Banks and any successor agent appointed under the terms of the Facilities Agreement;
"Arranger"	means The Governor and Company of the Bank of Scotland in its capacity as arranger under the Facilities Agreement;
"Assets"	means all the present, future or contingent undertaking, property, assets, rights and revenues of the Company, whatever and wherever in the world, present and future, and includes each or any of them;
"Banks"	means, before any transfer under clause 21.3 *(Assignment and Transfer)* of the Facilities Agreement, the Underwriter and, thereafter, each of the Underwriter and the Transferee(s) (and, in each case, each of their respective successors in title) but only for so long as it has any rights or obligations under the Senior Finance Documents (and where the context permits, **"Bank"** shall include the Working Capital Bank);
"Beneficiaries"	means collectively the Agent, the Arranger, the Security Trustee, the Banks, the Underwriter, the Hedging Counterparties and the Working Capital Bank and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;
"Charged Property"	means the property charged pursuant to clause 3 *(Charging Clause)* of the Debenture;
"Collection Account"	has the meaning attributed to it by clause 5.1 *(Treatment of Receivables)* of the Debenture;
"Continuing"	has the meaning given to it in the Facilities Agreement;
"Charging Companies"	means the companies named in Part II of the attached Schedule (together with any Group Company which becomes a party to the Debenture pursuant to the terms of the Facilities Agreement) and includes each or any of them separately;
"Charging Company"	means any one of the Charging Companies;

"Debenture Date"	means the date of the Debenture, being 24 June 1997;
"Event of Default"	has the meaning given to it in the Facilities Agreement;
"Facilities Agreement"	means the facilities agreement with the same date as the Debenture Date and made between Broomco (1283) Limited (as Principal Borrower) (1), Arnolds Veterinary Products Limited, Dales Pharmaceuticals Limited, GEHE Holdings (No 2) Limited and National Veterinary Supplies Limited (as Borrowers) (2) The Governor and Company of the Bank of Scotland (as Arranger) (3), The Governor and Company of the Bank of Scotland (as Underwriter) (4), The Governor and Company of the Bank of Scotland (as Working Capital Bank) (5) and The Governor and Company of the Bank of Scotland (as Agent) (6) and The Governor and Company of the Bank of Scotland (as Security Trustee) (7), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, (including, without limitation, changes to the facilities provided or increases in their maximum amount);
"Finance Documents"	means the Facilities Agreement, the Working Capital Letter, the Security Documents, any Transfer Certificate, the Intercreditor Agreement, the Hedging Agreements, any Deed of Accession, the Fees Letter, any document entered into by the Working Capital Bank in connection with the Working Capital Facility or any other bilateral facility provided by it from time to time or any other document entered into by any Finance Party in connection with any of the foregoing and any amendments, supplements or additions thereto, and any other documents or agreements entered into from time to time which are otherwise Senior Finance Documents (all such foreging capitalised terms in this definition only being as defined in the Facilities Agreement);
"Floating Charge Assets"	means, insofar only as concerns the floating charge created by clause 3.1(o) *(Charging Clause)* of the Debenture, Assets from time to time comprised within it;
"Guarantor"	means any Company insofar only as it covenants under clause 2.1(b) *(Covenant to Pay)* of the Debenture to pay or discharge money due or owing from or liabilities of other Charging Companies to the Beneficiaries and **"Guarantors"** and **"Guarantee"** shall be construed accordingly;

"Group Company"	has the meaning given to it in the Facilities Agreement;
"Hedging Counterparty"	has the meaning given to it in the Facilities Agreement and **"Hedging Counterparties"** shall be construed accordingly;
"Intellectual Property Rights"	means all patents, utility models, trade marks (including, but not limited to, the Trade Marks), service marks (and all goodwill associated with them), rights in passing off, all brands and trade names, all copyrights (including copyright in computer software) and rights in the nature of copyright, semi-conductor topography rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights at the Debenture Date or in the future owned or enjoyed by the Company, including the right to apply for and all applications for the protection of any of the foregoing in any part of the world and the benefit of all agreements, licences and permissions at the debentuer Date or in the future entered into or enjoyed by the Company relating to the use or exploitation of any such rights, and includes each or any of them;
"Land"	includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);
"Permitted Encumbrance"	has the meaning attributed to it in the Facilities Agreement;
"Realisation Account"	has the meaning given to it in the Facilities Agreement;
"Receivables"	means all sums of money receivable by the Company at the Debenture Date or in the future consisting of or payable under or derived from any of its Assets referred to in clause 3.1(d), (e), (f), (g), (h), (j), (k) and (l) *(Charging Clause)* of the Debenture and **"Receivable"** shall be construed accordingly;
"Sale and Purchase Agreement"	has the meaning attributed to it in the Facilities Agreement;
"Secured Sums"	means all money and liabilities covenanted and/or guaranteed to be paid or discharged by each Company to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

"Securities"	means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by the Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Company in another Charging Company;
"Security Trustee"	means the Governor and Company of the Bank of Scotland in its capacity as security trustee for, among others, the Finance Parties and the Hedging Counterparty and any successor security trustee appointed under the terms of the Facilities Agreement;
"Senior Finance Documents"	has the meaning attributed to it under the Facilities Agreement;
"Trade Marks"	means the trade marks and trade mark applications listed in Part VII of this Schedule insofar only as the Company is listed as being the proprietor of such trade marks and trade mark applications;
"Transferee"	has the meaning attributed to it under the Facilities Agreement;
"Underwriter"	means The Governor and Company of the Bank of Scotland;
"Working Capital Bank"	means The Governor and Company of the Bank of Scotland and Bank of Scotland Treasury Services PLC, as the case maybe, and includes its substitutes, successors and transferees from time to time;

Part II

The Charging Companies

Name of Company	Registered Number
Broomco (1283) Limited	3369634
GEHE Holdings (No. 2) Limited	3342374
Arnolds Veterinary Products Limited	505382

Dales Pharmaceuticals Limited	474958
National Veterinary Supplies Limited	339801

Part III

Amount Secured by the Mortgage or Charge

1. All money and liabilities on the Debenture Date or in the future due, owing or incurred to each Beneficiary by the Company under or pursuant to the Finance Documents.

2. All money and liabilities on the Debenture Date or in the future due, owing or incurred to each Beneficiary by each other Charging Company (except as a Guarantor for the Company) under or pursuant to the Finance Documents;

in either case, whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Finance Documents (after as well as before any demand or judgment).

Part IV

Particulars of the Property Mortgaged or Charged

By Clause 3.1 *(Charging Clause)* of the Debenture, the Company with full title guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:-

(a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Company at the Debenture Date and registered at H.M. Land Registry;

(b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales vested in the Company at the Debenture Date and not registered at H.M. Land Registry, (including but not limited to its interests in the Land described in Part VI of this Schedule);

(c) by way of first fixed charge, all Land at the Debenture Date being or in the future becoming the property of the Company (except Land charged under the charges referred to in paragraphs (a) and (b) above);

(d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to the Company which have not already been charged pursuant to the charges referred to in the preceding paragraphs and all licences at the Debenture Date or in the future held by the Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which it is or may in the future become entitled;

(e) by way of first fixed charge, all plant and machinery of the Company at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged

under the charges referred to in the preceding paragraphs and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;

(f) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Company under or in connection with any lease, agreement or licence relating to Land;

(g) by way of first fixed charge, all Securities belonging to the Company;

(h) by way of first fixed charge, all contracts and policies of insurance and assurance now or in the future held by or otherwise benefiting it and all rights and interests of the Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);

(i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;

(j) by way of first fixed charge, all Intellectual Property Rights of the Company but excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement, licence or permission relating to such rights;

(k) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Company and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged pursuant to the charges referred to in the preceding paragraphs);

(l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the Debenture Date or in the future available to the Company as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Company;

(m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Company, including the proceeds of all Receivables of the Company, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to in the preceding paragraphs but shall be subject to the fixed charge referred to in this paragraph 1(m);

(n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;

(o) by way of floating charge:

(i) all Assets at the Debenture Date or in the future owned by the Company except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in the preceding paragraphs, including any Assets comprised within a charge which is reconverted under clause 3.8 *(Decrystallisation of Floating Charge)* of the Debenture; and

(ii) without exception all Assets insofar as they are for the time being situated in Scotland.

Part V

Covenants and Restrictions

1. By clause 3.1(o) *(Charging Clause)* of the Debenture, the Company agreed that it shall not create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, the floating charge created by clause 3.1(o) *(Charging Clause)* of the Debenture) excepting Permitted Encumbrances or take any other step referred to in clause 6.1 *(Negative Pledge and other Restrictions)* of the Debenture with respect to any Floating Charge Asset and the Company shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business or as otherwise permitted by clause 14.4 (*Restrictions on Disposals*) of the Facilities Agreement.

2. By clause 3.5 *(Crystallisation of Floating Charge)* of the Debenture the Company agreed that the floating charge created by it under clause 3.1(o) *(Charging Clause)* of the Debenture may be crystallised into a fixed charge by notice in writing by the Security Trustee to the Company given:-

   (i) at any time whilst an Event of Default is Continuing; or

   (ii) in respect of any Charged Property whilst the security over it is in jeopardy or which is in danger of seizure.

   Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets.

3. By clause 3.6 *(Automatic Crystallisation)* of the Debenture, the Company agreed that excepting Permitted Encumbrances, if the Company, without the Security Trustee's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Company's business or as otherwise permitted by clause 14.4 (*Restrictions on Disposals*) of the Facilities Agreement, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(o) *(Charging Clause)* of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.

4. By clause 3.7 *(Floating charge Assets acquired after Crystallisation)* of the Debenture, the Company agreed that except as otherwise stated in any notice given under clause 3.5 *(Crystallisation of Floating Charge)* of the Debenture or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Company after crystallisation has occurred under clause 3.5 *(Crystallisation of Floating Charge)* of the Debenture or 3.6 *(Automatic Crystallisation)* of the Debenture shall continue subject to the floating charge

created by clause 3.1(o) *(Charging Clause)* of the Debenture, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.

5. By clause 3.8 *(Decrystallisation of Floating Charge)* of the Debenture, the Company agreed that any charge by the Company which has crystallised under clause 3.5 *(Crystallisation of Floating Charge)* or 3.6 *(Automatic Crystallisation)* of the Debenture may, by notice in writing given at any time by the Security Trustee to the Company, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice.

6. By clause 3.9 *(Priority of Fixed Security)* of the Debenture, the Company agreed that any mortgage, fixed charge or other fixed security whenever and however created by the Company and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.1(o) *(Charging Clause)* of the Debenture.

7. By clause 3.11 *(Future Security subject to this Debenture)* of the Debenture, the Company agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Company (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.

8. By clause 4.1 *(Deposit of Title Deeds and other Documents)* of the Debenture, the Company agreed that subject to the rights of any prior mortgagee and, except as otherwise expressly agreed by the Security Trustee, the Company shall:-

   (a) deposit with the Security Trustee, and the Security Trustee shall be entitled to retain, all deeds and documents of title relating to all Assets charged by way of fixed charge under clause 3.1 *(Charging Clause)* of the Debenture (including policies of insurance and assurance);

   (b) execute and deliver to the Security Trustee such documents and transfers and give such instructions and perform such other acts as the Security Trustee may require at any time to perfect an equitable or legal charge (at the Security Trustee's option) over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system.

9. By clause 4.2 *(Voting Rights)* of the Debenture, the Company agreed that unless and until the Debenture becomes enforceable:-

   (a) all voting and other rights (including the right to receive dividends) attaching to Securities shall continue to be exercised by the Company for so long as it remains their registered owner, Provided that the Company undertakes not to exercise any voting or other rights in a way which may prejudice the value of the Securities or otherwise jeopardise the security constituted by the Debenture; and

   (b) if Securities are registered in the name of the Security Trustee's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Company concerned, Provided that the Company undertakes not to give any instructions to exercise any voting or other rights in a way which may prejudice the value of the Securities or otherwise jeopardise the security created by the Debenture; in the absence of any such instructions, the nominee shall refrain from exercising any such rights.

10. By clause 5.1 *(Treatment of Receivables)* of the Debenture, the Company agreed that it shall collect and realise all Receivables and shall pay into such account of the Company as the Security Trustee may direct, which at the date of the Debenture shall be the Company's designated collection account with the Working Capital Bank (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Company shall, pending such payment, hold all money so received upon trust for the Security Trustee and shall not, without the prior written consent of the Security Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so. The Collection Account shall be operated by the Beneficiary with which it is maintained as trustee for the Security Trustee and in accordance with the Security Trustee's instructions from time to time.

11. By clause 5.2 *(Preservation of Charges upon Factoring)* of the Debenture, the Company agreed that if the Security Trustee releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Company to factor or discount them to a third party, the charges created by the Debenture shall in all other respects remain in full force and effect. In particular all amounts becoming due to the Company from the third party and any Receivables re-assigned, or due to be re-assigned, by the third party to the Company shall be subject to the relevant fixed charge created by clause 3.1 *(Charging Clause)* of the Debenture, subject only to any defences or rights of set-off which the third party may have against the Company.

12. By clause 6.1 *(Negative Pledge and other Restrictions)* of the Debenture, the Company agreed that it shall not, without the prior written consent of the Security Trustee (during the continuance of the Facilities Agreement but without prejudice to the Company's rights with regard to Permitted Encumbrances and the terms of clause 14.4 *(Restrictions on Disposals)* of the Facilities Agreement):-

    (a) create, or agree or attempt to create, or permit to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge in relation to any of its Assets) or any trust over any of its Assets or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;

    (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land, Securities, Receivables or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access to them or the right to use a copy of any such Intellectual Property Rights; or

    (c) permit any person other than one of the Charging Companies, the Security Trustee or its nominee to be registered as holder of any Securities or any part thereof.

13. By clause 9.2 *(Negative Covenants regarding Receivables)* of the Debenture, the Company agreed that excepting Permitted Encumbrances, it shall not, without the prior written consent of the Security Trustee, seek to charge, factor, discount, assign, encumber or sell or otherwise dispose or compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.

14. By clause 11.2 *(Negative Property Covenants)* the Company agreed it shall not, without the prior written consent of the Security Trustee (which consent shall not be unreasonably withheld or delayed) at any time:

(a) erect any building or (save as permitted by clause 11.1(a) *(Positive Property Covenants)* of the Debenture) make any material structural alteration or apply for any planning consent for the development or change of use of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any significant fixture on it, save as permitted by the Facilities Agreement;

(b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.

15. By clause 12.1 *(Intellectual Property Covenants)* of the Debenture, the Company agreed, inter alia, that during the continuance of this security, unless the Security Trustee otherwise agrees in writing:-

(a) save as permitted by sub-clauses (b) to (d) of clause 14.4 *(Restrictions on Disposals)* of the Facilities Agreement, not sell, assign, transfer, licence or agree to license any Intellectual Property Rights or any interest therein or permit any third party to use such Intellectual Property Rights except for any licences which are in existence at the Debenture Date; and

(b) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any trade mark included in the Charged Property;

(c) save as is required by law, not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement of any Intellectual Property Rights.

16. By clause 13.1 *(No Leasing, etc.)* of the Debenture, the Company agreed that, save as permitted by the terms of clause 14.4 (*Restrictions on Disposals*) of the Facilities Agreement, it would not, without the prior written consent of the Security Trustee, exercise any power of leasing or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

17. By clause 13.2 *(No Parting with Possession)* of the Debenture, the Company agreed that, save as permitted by the terms of clause 14.4 (*Restrictions on Disposals*) of the Facilities Agreement, it shall part with possession (except on the determination of any lease, tenancy or licence granted to the Company) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee.

Part VI

Unregistered Freehold and Leashold Land Mortgaged under Clause 3.1(b)(*Charging Clause)* of the Debenture

Description	Tenure
Land at Snaygill Industrial Estate, Keighley Road, Skipton	Freehold
Warehouse premises at Snaygill Industrial Estate, Keighley Road, Skipton held pursuant to a Lease dated 6 June 1995 between McCarthy Group Properties Limited (1) Dales Pharmaceuticals Limited (2) and Lloyds Chemists Plc (3) for a term of 20 years from 25 March 1995	Leasehold
Unit 4, Jamage Industrial Estate, Pit Lane, Talke, Stoke-on-Trent held pursuant to a Lease dated 27 April 1995 between McCarthy Group Properties Limited (1) National Veterinary Supplies Limited (2) and Lloyds Chemists Plc (3) for a term of 20 years from 25 March 1995	Leasehold
Warehouse premises at Cartmel Drive, Harlescott, Shrewsbury, Shropshire held pursuant to a Lease dated 19 May 1995 between McCarthy Properties Limited (1) Arnold Veterinary Products Limited (2) and Lloyds Chemists Plc (3) for a term of 20 years from 25 March 1995	Leasehold
Unit A, Motorway Distribution Centre, Avonmouth Way, Avonmouth, Bristol held pursuant to a Lease dated 20 June 1997 between Nature's Store Limited (1) and National Veterinary Supplies Limited (2) for a term expiring on 22 June 2006	Leasehold
Warehouse premises at Seafire Close, Clifton Moor, York, North Yorkshire held pursuant to a Lease dated 19 June 1997 between Union Property Corporation Limited (1) and National Vetinary Supplies Limited (2) for a term of 10 years commencing on 19 June 1997	Leasehold
Unit 14, Roman Way, Godmanchester, Huntingdon, Cambridgeshire held pursuant to a Lease executed or to be executed between P & O Property Holdings Limited (1) and National Veterinary Supplies Limited (2) for a term of 10 years from 30 May 1994	Leasehold

Part VII

Trade Marks

UK Registrations

Mark	Number	Class	Proprietor
VETCOM	2,061,530	9	National Veterinary Services Limited
NVS Cube Device	2,115,198	39	National Veterinary Services Limited
DENTIPET	1,511,002	3	Arnolds Veterinary Products Limited
CHELIX	669,785	5	Arnolds Veterinary Products Limited
Budale	833,414	5	Arnolds Veterinary Products Limited
ANAESLEEP FORTE	882,615	5	Arnolds Veterinary Products Limited
OPTOCOL	882,616	5	Arnolds Veterinary Products Limited
ENTEROLYTE	901,308	5	Arnolds Veterinary Products Limited
SELENDALE	1,123,448	5	Arnolds Veterinary Products Limited
REMOBILASE	B1,138,756	5	Arnolds Veterinary Products Limited
AUROTO	1,186,479	5	Arnolds Veterinary Products Limited
GAC	1,427,847	5	Arnolds Veterinary Products Limited
CALCIBOR	1,430,231	5	Arnolds Veterinary Products Limited
Prancing horses Device	B1,452,503	5	Arnolds Veterinary Products Limited
MILLOPHYLINE	1,495,673	5	Arnolds Veterinary Products Limited
Leaping cat and dog Device	B1,535,562	5	Arnolds Veterinary Products Limited

Mark	Number	Class	Proprietor
ARNOLDS	1,562,493	5	Arnolds Veterinary Products Limited
ARNOLDS HAEMO 15	2,031,270	5	Arnolds Veterinary Products Limited
INTUBEAZE	2,047,879	5	Arnolds Veterinary Products Limited
NUBLU	1,540,287	10	Arnolds Veterinary Products Limited
ARNOLDS	1,562,494	10	Arnolds Veterinary Products Limited
Hemdale	916,150	5	Dales Pharmaceuticals Limited
D+Device	B973,993	5	Dales Pharmaceuticals Limited
VETODALE	995,879	5	Dales Pharmaceuticals Limited
PERIDALE	1,034,404	5	Dales Pharmaceuticals Limited
DALOPHYLINE	1,117,256	5	Dales Pharmaceuticals Limited
PARDALE	1,263,701	5	Dales Pharmaceuticals Limited

Foreign Registrations

Mark	Country	Number	Class	Proprietor
REMOBILASE	Australia	351,688	5	Arnolds Veterinary Products Limited
EQUIPALAZONE	Benelux	529,241	5	Arnolds Veterinary Products Limited
MILLOPHYLINE	Benelux	514,625	5	Arnolds Veterinary Products Limited
REMOBILASE	Eire	B103,190	5	Arnolds Veterinary Products Limited
ARNOLDS	Eire	1,562,494	10	Arnolds Veterinary Products Limited

Mark	Country	Number	Class	Proprietor
Leaping cat and dog Device	Eire	B157,588	5	Arnolds Veterinary Products Limited
VETORYL	Eire	89,671	5	Arnolds Veterinary Products Limited
NUBLU	Eire	156,751	10	Arnolds Veterinary Products Limited
MILLOPHYLINE	Eire	147,929	5	Arnolds Veterinary Products Limited
MILLOPHYLINE	France	92,412,871	5	Arnolds Veterinary Products Limited
REMOBILASE	Italy	412,315	5	Arnolds Veterinary Products Limited
MILLOPHYLINE	Italy	641,917	5	Arnolds Veterinary Products Limited
REMOBILASE	New Zealand	134,658	5	Arnolds Veterinary Products Limited
MILLOPHYLINE	South Africa	93/3246	5	Arnolds Veterinary Products Limited
AUROTO	South Africa	93/968	5	Arnolds Veterinary Products Limited
REMOBILASE	Switzerland	309,544	5	Arnolds Veterinary Products Limited

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00339801

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 24th JUNE 1997 AND CREATED BY NATIONAL VETERINARY SUPPLIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE) AND EACH BENEFICIARY (AS DEFINED) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) AND ALL MONIES DUE OR TO BECOME DUE FROM EACH OTHER CHARGING COMPANY TO EACH BENEFICIARY (AS DEFINED) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) AND IN EITHER CASE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JULY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 1997.

Peter C Rotherose

for the Registrar of Companies

COMPANIES HOUSE

HC026B