

MG01

Particulars of a mortgage or charge



279715/13

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 for

You cannot use this form to register
particulars of a mortgage or charge
company 1 form MG01

TUESDAY



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29/05/2012

#230

COMPANIES HOUSE

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1

Company details

Company number

0 3 3 6 9 3 4

Company name in full

DECHRA PHARMACEUTICALS PLC ("Pledgor")



For official use

→ **Filing 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

d2 d1 m0 m5 y2 y0 y1 y2

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

Share pledge agreement (the "Share Pledge")

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 ("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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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 Linnenhall, 32-38 Linnenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

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

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

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Amount secured

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

Amount secured

7

All indebtedness and all obligations and liabilities of any kind together with any costs, charges and expenses which may at the date of the Share Pledge or at any time in the future be due, owing or incurred by the Borrower and/or the Parent to the Secured Parties in their capacities as Finance Parties, under or pursuant to the Secured Documents ("**Secured Indebtedness**").

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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>1. PLEDGE</p> <p>The Pledgor, as a continuing security for the payment, discharge and performance of the Secured Indebtedness, irrevocably and unconditionally pledges in favour of the Secured Parties by way of first priority pledge all the Pledgor's title to and interest and rights in and to the Shares.</p> <p>2. VOTING RIGHTS</p> <p>2 1 Voting rights</p> <p>Notwithstanding Clause 2 of the Share Pledge (paragraph 1 of this form), the Pledgor is entitled to exercise the voting rights on the Shares until the Security Trustee gives notice to the contrary to the Pledgor provided that the Pledgor does not exercise the voting rights in a manner which is contrary to the provisions of the Share Pledge</p> <p>3 UNDERTAKINGS</p> <p>3 1 No further security and no disposal</p> <p>The Pledgor will not</p> <p>3 1 1 create or permit to subsist any security over the Shares or its title to and interest and rights in and to the Shares other than as set out in the Share Pledge,</p> <p>3 1 2 sell or otherwise dispose of any or all of the Shares</p> <p>3 2 No shareholders' agreements</p> <p>The Pledgor will not enter into any shareholders' agreements in respect of the Shares</p> <p>3 3 Not to jeopardise security</p> <p>The Pledgor will not do anything or knowingly allow anything to be done which may in any way depreciate, jeopardise or otherwise prejudice the value to the Secured Parties of the security over the Shares or the priority of its ranking as expressed in the Share Pledge</p> <p>Appendix 1</p> <p>Definitions:</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	<p>"Ancillary Facility" has the meaning given to that term in the Facilities Agreement.</p> <p>"Borrower" means an Original Borrower or an Additional Borrower (as defined in the Facilities Agreement) unless it has ceased to be a Borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facilities Agreement.</p> <p>"Company" means Dechra Veterinary Products A/S, reg no 10114241, a private limited liability company incorporated under the laws of Denmark with a registered share capital of DKK 100,000,000 and with registered office at Mekuvej 9, 7171 Uldum, Denmark</p> <p>"Facilities Agreement" has the meaning given to that term in the Share Pledge.</p> <p>"Finance Party" has the meaning given to that term in the Facilities Agreement</p> <p>"Finance Parties" means each Finance Party collectively.</p> <p>"Hedging Agreement" has the meaning given to that term in the Facilities Agreement</p> <p>"Parent" means Dechra Pharmaceuticals PLC (Company number 0336934)</p> <p>"Secured Documents" means the Facilities Agreement, each of the other Finance Documents, any Ancillary Facility Document and any Hedging Agreement as amended, novated, supplemented, extended or restated from time to time</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Secured Parties"

means collectively

(a) the Finance Parties from time to time under the Secured Documents; and

(b) the Security Trustee hereunder

The names of the Secured Parties as of the date of the Share Pledge are set out as follows.

Capacity

Name

Finance Party	Lloyds TSB Bank PLC	Wholesale Banking and Markets 2 nd Floor 125 Colmore Row Birmingham B3 3SE
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Finance Party	Barclays Bank PLC	P O Box 3333 One Snowhill Snow Hill Queensway Birmingham B3 2WN United Kingdom
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Finance Party	Svenska Handelsbanken AB (PUBL)	Island Reach Festival Way Stoke-on-Trent Staffordshire ST1 5BJ United Kingdom
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Finance Party	HSBC Bank PLC	4 th Floor 120 Edmund Street Birmingham B3 2QZ United Kingdom
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Please give the short particulars of the property mortgaged or charged			
Short particulars	Security Trustee	Lloyds TSB Bank PLC	CityMark 150 Fountainbridge Edinburgh EH3 9PE United Kingdom
	"Shares"	means 100,000 shares in the Company each with a nominal value of DKK 1,000 in aggregate representing 100% per cent of the Company's authorised and issued share capital as of the date hereof together with any future shares and other present and future securities issued by the Company to the Pledgor including, without limitation, any warrants, options, bonus shares, subscription rights and convertibles and all rights over or in respect of the shares or other securities in the Company, including all voting rights and rights to receive dividends, liquidation or redemption proceeds	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3369634
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 21 MAY 2012 AND CREATED BY DECHRA
PHARMACEUTICALS PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE BORROWER AND/OR THE
PARENT TO THE SECURED PARTIES 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 1 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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