

MG01

Particulars of a mortgage or charge



**A fee is payable with this form.**

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



**What this form is for**

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



**What this form is NOT for**

You cannot use this form to register  
particulars of a charge on a  
company. To do this, use  
form MG01s

WEDNESDAY



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11/07/2012

#158

COMPANIES HOUSE

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1

**Company details**

Company number

0 3 3 6 9 6 3 4 /

Company name in full

DECHRA PHARMACEUTICALS LIMITED (Pledgor)

For official use



**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

/ d0 d6 m0 m7 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

Deed of pledge ("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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## Particulars of a mortgage or charge

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### 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 ("Pledgee")

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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## Particulars of a mortgage or charge

### 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 *Gusheeds LLP*

x

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

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## Particulars of a mortgage or charge



### 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 **Patrick Davis**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	all present and future obligations as defined in section 2.2 of schedule 11 of the Facility Agreement owed to the Pledgee as Security Trustee under (i) the Parallel Debt and (ii) the Finance Documents (which shall include each Hedging Agreement and the Ancillary Facility Documents) but only to the extent such payment obligations are due to the Pledgee itself and not any of its assignees (" <b>Secured Obligations</b> ").	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1 CREATION OF PLEDGE

As security for the payment when due of the Secured Obligations, the Pledgor agreed to create and created, as the case may be in advance (*bij voorbaat*), in favour of the Pledgee a disclosed first ranking right of pledge (*openbaar pandrecht*) over the Share Collateral. The Pledgee accepts these rights of pledge, where appropriate in advance

#### 2 GENERAL UNDERTAKINGS

##### 2 1 Disposal and negative pledge

Except as permitted under the Finance Documents, the Pledgor shall not without the prior written consent of the Pledgee

- a sell, transfer or otherwise dispose of any of the Share Collateral,
- b create or permit to subsist any Security on any of the Share Collateral,
- c vote the Shares or the New Shares (whether in a meeting or by way of written resolution outside a meeting) in favour of
  - i the issuance, cancellation or transfer of any shares in the Company's share capital by the Company or any reduction of any reserve of the Company,
  - ii a resolution consenting to the acquisition by the Company of its own shares,
  - iii any proposal to the general meeting of shareholders to transfer its pertinent authority to issue shares to any other corporate body;
  - iv a resolution to amend the articles of association of the Company,
  - v a resolution to dissolve the Company or to liquidate its business or relating to the sale of all or a material part of the Company's assets, or
  - vi a resolution for any legal merger (*juridische fusie*) or legal division (*juridische splitsing*) in which the Company is involved

#### APPENDIX

#### Definitions:

"Ancillary Facility Documents" has the meaning given in the Facility Agreement

"Company" Eurovet Animal Health B V , a private company with limited liability (*besloten vennootschap met beperkte*

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>aansprakelijkheid) under the laws of the Netherlands, having its registered office (statutaire zetel) in Bladel, the Netherlands, and its place of business at Handelsweg 25, 5531 AE Bladel, the Netherlands, registered with the Chamber of Commerce under number 17054289</p> <p><b>"Facility Agreement"</b> means the Senior multicurrency term and revolving facilities agreement dated four April two thousand and twelve.</p> <p><b>"Finance Documents"</b> has the meaning given in the Facility Agreement</p> <p><b>"Hedging Agreement"</b> has the meaning given in the Facility Agreement</p> <p><b>"New Shares"</b> means any and all shares in the share capital of the Company that the Pledgor shall acquire after the date of the Share Pledge</p> <p><b>"Parallel Debt"</b> means all payment obligations of the Pledgor towards the Pledgee under section 28.20 of the Facility Agreement</p> <p><b>"Share Collateral"</b> means the Shares, the New Shares and all present and future rights related thereto, including but not limited to rights of dividend or of conversion, redemption, bonus, stock dividend, liquidation or dissolution proceeds, warrants, claims, options or otherwise</p> <p><b>"Shares"</b> means six hundred ten (610) registered ordinary shares in the share capital of the Company, with a nominal value, as recorded in the articles of association of the Company, of fifty Euro (EUR 50) each, numbered 1 up to and including 610</p> <p><b>"Security Trustee"</b> has the meaning given in the Facility Agreement</p>	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars





## **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. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF PLEDGE EXECUTED  
OUTSIDE THE UNITED KINGDOM OVER PROPERTY SITUATED  
THERE DATED 6 JULY 2012 AND CREATED BY DECHRA  
PHARMACEUTICALS PLC FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE TO LLOYDS TSB BANK PLC AS SECURITY  
TRUSTEE 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 11 JULY 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2012**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Dr*