



Registration of a Charge

Company name: **MEDIVET GROUP LIMITED**

Company number: **03481736**

Received for Electronic Filing: **08/09/2015**



X4FIDVWR

Details of Charge

Date of creation: **28/08/2015**

Charge code: **0348 1736 0010**

Persons entitled: **HSBC BANK PLC**

Brief description:

Contains fixed charge(s).

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

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:

BLAKE MORGAN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3481736

Charge code: 0348 1736 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2015 and created by MEDIVET GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2015 .

Given at Companies House, Cardiff on 9th September 2015

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

Date: 28 AUGUST 2015

- per BM 28/8/2015
- (1) Medivet Partnership LLP
 - (2) Complete Animal Care Limited
 - (3) Medivet Group Limited
 - (4) Medivet Acquisitions Limited
 - (5) HSBC Bank PLC

Deed of Confirmation

BLAKE 
MORGAN

Blake Morgan LLP
Apex Plaza
Forbury Road
Reading
RG1 1AX
www.blakemorgan.co.uk
Ref: 503229.000686

CONTENTS

1	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Construction	1
2	Confirmation	1
3	Creation of security	2
4	Continuance	4
5	Counterparts	4
6	Applicable law	4

THIS DEED OF CONFIRMATION IS MADE ON THE 26 DAY OF AUGUST 2015

BETWEEN:

- (1) The Companies and LLPs listed in the Schedule to this Deed (the "Chargors");
- (2) HSBC Bank PLC as agent of and security agent for the other Finance Parties (the "Security Agent").

BACKGROUND:

- (A) By a facility agreement originally dated 1 May 2009, (as amended from time to time and as refinanced by a facilities agreement dated on or about the date of this Deed and between, inter alia, the Chargors; HSBC Bank PLC as agent, security agent, arranger; and HSBC Bank PLC as Original Lender (the "Facilities Agreement")), HSBC Bank PLC, in its capacity as Original Lender, agreed to provide a loan facility to the Parent secured on the properties and other assets of the Chargors under the Existing Security.
- (B) It is a condition precedent to the re-financing under the Facilities Agreement that this Deed be entered into by the Chargors.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Construction

In this Deed (except where the context requires otherwise):

- 1.1.1 capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed; and
- 1.1.2 the provisions of clause 1.2 (Construction) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement are to be construed as references to this Deed; and
- 1.1.3 this Deed is designated as a Finance Document.

2 CONFIRMATION

Each Chargor confirms that the security and guarantees created in favour of the Security Agent under the Existing Security extend to all liabilities and obligations of the Obligors to the Finance Parties under the Finance Documents.

3 AMENDMENT

- 3.1 The definition of "Debt" in each of the Existing Security agreements shall be hereby amended to read:

"The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from any Chargor to the Bank (the "Debt"). This includes, but is not limited to;

- (a) overdrafts, loans or other facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of the Chargor's other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between any of the Chargors and the Bank and, if there is no agreement, interest on any money and liabilities due from such Chargor at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid as costs, charges or expenses."

4 CREATION OF SECURITY

To the extent only that the security referred to in Clause 2 (*Confirmation*) is not effective (for whatever reason), the Chargor as security for the payment and discharge of all the liabilities and obligations of the Obligor to the Finance Parties, charges as follows:

Each Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges:-

- (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Chargor together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it.
- (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property.
- (c) By way of first fixed charge (except as already charged above):-
 - (i) All the present and future right, title and interest of that Chargor in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it.
 - (ii) All chattels now or at any time afterwards belonging to that Chargor. This excludes any of them for the time being forming part of the stock in trade

or work-in-progress of the Chargor or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge.

- (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by that Chargor.
- (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to that Chargor. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling that Chargor to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with that Chargor which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.
- (v) Any credit balance on any account of that Chargor with the Bank.
- (vi) Any credit balance on any account of that Chargor with any bank (other than the Bank) or other person.
- (vii) All goodwill and uncalled capital for the time being of that Chargor.
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of that Chargor). In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to that Chargor,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (the "securities").
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to that Chargor (the "intellectual property").
- (x) All policies of life insurance or assurance and all rights and claims to which that Chargor is now, or may at any time afterwards, become

entitled in relation to the proceeds of them or of any other policies of insurance of any description.

- (xi) All rights and other property to which that Chargor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
 - (xii) The benefit of all agreements for the provision by that Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by that Chargor.
 - (xiii) The proceeds of sale of any property mentioned above.
- (d) By way of floating charge, all the undertaking of each Chargor and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

5 CONTINUANCE

Except as supplemented or amended by this Deed, the Existing Security will remain in full force and effect and the Chargor confirms that its obligations under the Existing Security continue to be legal, valid and enforceable in accordance with their terms.

6 COUNTERPARTS

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

7 APPLICABLE LAW

The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability and any non-contractual obligation arising out of or in connection with it) shall be governed by and construed in accordance with the law of England and each party irrevocably submits to the exclusive jurisdiction of the English Courts.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

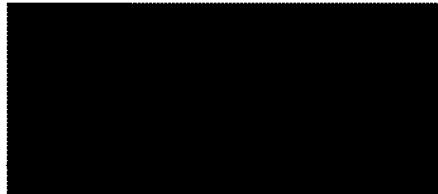
SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any) Original Jurisdiction
Medivet Partnership LLP	OC344222
Complete Animal Care Limited	03168652
Medivet Group Limited	03481736
Medivet Acquisitions Limited	05905497

SIGNATURES

Chargors

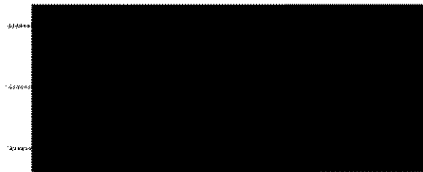
Signed as a Deed by **MEDIVET PARTNERSHIP LLP** in the presence of:



Witness signature



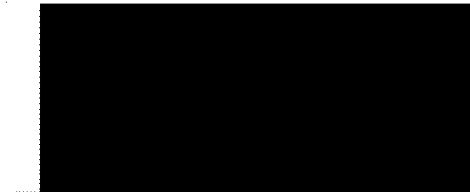
Name
(in block capitals)



Address

Occupation

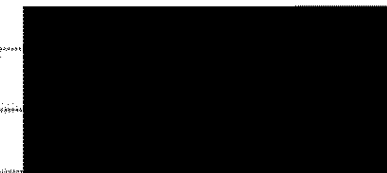
Signed as a Deed by **COMPLETE ANIMAL CARE LIMITED** in the presence of:



Witness signature



Name
(in block capitals)



Address

Occupation

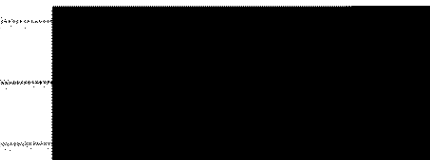
Signed as a Deed by **MEDIVET GROUP LIMITED** in the presence of:



Witness signature



Name
(in block capitals)



Address

Occupation

Signed as a Deed by MEDIVET ACQUISITIONS LIMITED in the presence of:

}



Witness signature

Name
(in block capitals)

Address

Occupation

THE SECURITY AGENT

Signed as a Deed by HSBC BANK PLC in the presence of:

}

Witness signature

Name
(in block capitals)

Address

Occupation