



Registration of a Charge

Company name: **ASHFIELD HOUSE VETERINARY HOSPITAL LIMITED**

Company number: **05194115**



X8Y4WEM9

Received for Electronic Filing: **04/02/2020**

Details of Charge

Date of creation: **27/01/2020**

Charge code: **0519 4115 0005**

Persons entitled: **ARES MANAGEMENT LIMITED (ACTING AS SECURITY AGENT FOR THE BENEFICIARIES).**

Brief description: **ALL CURRENT AND FUTURE LAND (SAVE FOR ANY RESTRICTED LAND OR SHORT LEASEHOLD PROPERTY), INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"), INCLUDING UNREGISTERED TRADEMARK "ASHFIELD HOUSE VETERINARY HOSPITAL LTD" LOGO LISTED AGAINST THE COMPANY'S NAME IN SCHEDULE 4 (TRADEMARKS) OF THE DEED. FOR MORE DETAILS PLEASE REFER TO THE DEED.**

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

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 COMPOSITE INSTRUMENT.**

Certified by: **REBECCA POWELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5194115

Charge code: 0519 4115 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2020 and created by ASHFIELD HOUSE VETERINARY HOSPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2020 .

Given at Companies House, Cardiff on 5th February 2020

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

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me


Name: REBECCA POWELL

Title: Solicitor

Date: 04/02/2020

THIS DEED OF ACCESSION AND CHARGE is made on 27 January 2020

BETWEEN:

- (1) Each Subsidiary listed in Schedule 1 to this Deed of Accession (each a **"New Chargor"**);
- (2) **Vet Partners Group Limited** (registered in England and Wales under number 10026937) (the **"Company"**); and
- (3) **Ares Management Limited** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Supplemental Debenture (the **"Supplemental Debenture"**) dated 12 September 2019 between (1) the companies named in Schedule 1 (*The New Chargors*) and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Supplemental Debenture (the **"Beneficiaries"**).
- (B) Each New Chargor has agreed, on the terms contained in the Supplemental Debenture, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Supplemental Debenture.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Supplemental Debenture and principles of interpretation provided for in the Supplemental Debenture shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 Additional Definitions: In this Deed:

"Intellectual Property" means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Land" means freehold and leasehold, and any other estate in, 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).

"Restricted IP" means any Intellectual Property owned by or licensed to each New Chargor which, in each case, precludes either absolutely or conditionally each New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Supplemental Debenture.

"Restricted Land" means any leasehold property held by each New Chargor under a lease which precludes either absolutely or conditionally each New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Supplemental Debenture.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 4 (*Specified Intellectual Property*).

2. **ACCESSION BY EACH NEW CHARGOR TO THE SUPPLEMENTAL DEBENTURE**

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Supplemental Debenture and to perform all obligations of a Chargor under, and in accordance with, the Supplemental Debenture with effect from the date of this Deed, as if it had been an original party to the Supplemental Debenture as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Supplemental Debenture) hereby agrees to each New Chargor's accession.

3. **ASSIGNMENTS**

- 3.1 **Security assignments:** Each New Chargor, with full title guarantee (but subject to and qualified by reference to any Permitted Security), as security for the payment or discharge of all Secured Obligations, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):
- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
 - (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

4. **FIXED SECURITY**

- 4.1 **Fixed Security:** Each Chargor, with full title guarantee (but subject to and qualified by reference to any Permitted Security), as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Beneficiaries):
- (a) by way of legal mortgage:

- (i) all Land (save for any Restricted Land or Short Leasehold Property) in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed of Accession and Charge, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*); and
 - (ii) subject to Clause 9.2 of the Supplemental Debenture (*Supplemental Legal Mortgage*), all Land (save for the Short Leasehold Properties) in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed of Accession and Charge, which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
- (b) by way of fixed charge:
- (i) all other Land (save for any Restricted Land or any Short Leasehold Properties), which is now, or in the future becomes, its property;
 - (ii) all Land (save for the Short Leasehold Properties) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent for this purpose, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed

charge or assignment (at law or in equity) in this Deed of Accession and Charge;

- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Security assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed of Accession and Charge;

(xxiv) all moneys at any time standing to the credit of any Unitranche Overfunding Account, and the debt represented by any such credit balance; and

(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 **Creation of floating charge:** Each Chargor, with full title guarantee (subject to the Security created by that Chargor in the Existing Debenture), charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Obligations, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security assignments*) or charged by any fixed charge contained in Clause 4.1 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 of the Supplemental Debenture (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such Chargor shall not create any Security (other than any Transaction Security) over any such Floating Charge Asset (except as not prohibited by the terms of any other Finance Document) (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (in each case except as not prohibited by the terms of any other Finance Document).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Supplemental Debenture contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Supplemental Debenture shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent (not to be unreasonably withheld or delayed), except as specifically permitted by the Facilities Agreement, each New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Supplemental Debenture, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise.
- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:
- (a) in the case of cash, its face value at the time of appropriation; and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as reasonably determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;
- as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation reasonably selected by the Security Agent.
- 7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Obligations and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Obligations.
- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Land of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

- (iii) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4.1 (*Fixed security*) at its own expense, promptly following its execution of this Deed.

9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which each New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) upon the occurrence of a Declared Default which is continuing, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this Clause, provided such acts were not carried out by the attorney with gross negligence or in default of the provisions of this Deed of Accession and Charge.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 31 (*Notices*) of the Supplemental Debenture. Each New Chargor's address for service is set out in Schedule 3 (*Notice Details*).

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by each New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

13.2 Service of process: Without prejudice to any other mode of service allowed under any relevant law, each New Chargor:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect as a deed on the date stated at the beginning of this document.

Schedule 1 to Deed of Accession and Charge

New Chargors

Subsidiary	Jurisdiction of Incorporation	Registered Number	Administrative Details
Abbey Veterinary Centres Limited	England and Wales	06481044	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
AVC (Abergavenny) Limited	England and Wales	11794568	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Abbeyserve Limited	England and Wales	09879023	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Ashfield House Veterinary Hospital Limited	England and Wales	05194115	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Bourton Vale Equine Clinic Limited	England and Wales	05949470	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Broughton Vet Group Ltd	England and Wales	09243007	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Calweton Veterinary Services Limited	England and Wales	04540277	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan

Castle Vets Limited	England and Wales	06632506	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Devon Equine Vets Limited	England and Wales	09253058	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Fellowes Farm Equine Clinic Limited	England and Wales	06626682	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Isle Valley Vets Limited	England and Wales	07986867	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Kings Bounty Equine Practice Limited	England and Wales	08634181	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
LLM Farm Vets (Derbyshire) Limited	England and Wales	06972062	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Maes Glas Vets Limited	England and Wales	09020534	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
M & S EVP Limited	England and Wales	06620884	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
N & H Whieldon	England and	07701802	Address: Spitfire House, Aviator Court,

Limited	Wales		Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Rosevean Veterinary Practice Limited	England and Wales	09496166	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Sound Equine Limited	England and Wales	06548413	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
St Peter's Vets Limited	England and Wales	08481671	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
UK Farm Vets Limited	England and Wales	07331487	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
UK Farm Vets North Limited	England and Wales	09008149	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan
Wood Veterinary Group Limited	England and Wales	09053619	Address: Spitfire House, Aviator Court, Amy Johnson Way, York YO30 4UZ Email: [REDACTED] Attention: Amanda Egan

Schedule 2 to Deed of Accession and Charge

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
N/A	N/A	N/A

Unregistered land subject to first registration upon the execution of this Deed

N/A	N/A	N/A

The address for service of the Security Agent in the case of registered land is Ares Management Limited, 6th Floor, 10 New Burlington Street, London, W1S 3BE (attention: Agency/David Ribchester/Nishal Patel).

Note: Incorporate here full details of all Land to be mortgaged under Clause 4.1 (*Fixed security*) and which is registered at the Land Registry (this may include leases with at least 7 years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

Schedule 3 to Deed of Accession and Charge



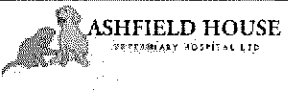











Notice Details

[****As above****]

Schedule 4 to Deed of Accession and Charge

Specified Intellectual Property

TRADEMARKS

Chargor	Trademark	Status
Abbey Veterinary Centres Limited		Unregistered
Abbeyserve Limited		Unregistered
Ashfield House Veterinary Hospital Limited		Unregistered
Bourton Vale Equine Clinic Limited		Unregistered
Broughton Vet Group Ltd		Unregistered
Calweton Veterinary Services Limited		Unregistered
Calweton Veterinary Services Limited		Unregistered
Calweton Veterinary Services Limited		Unregistered
Calweton Veterinary Services Limited		Unregistered
Calweton Veterinary Services Limited		Unregistered
Castle Vets Limited		Unregistered
Devon Equine Vets Limited		Unregistered
Fellowes Farm Equine Clinic Limited		Unregistered
Isle Valley Vets Limited		Unregistered

Kings Bounty Equine Practice Limited		Unregistered
LLM Farm Vets (Derbyshire) Limited		Unregistered
Maes Glas Vets Limited		Unregistered
M & S EVP Limited		Unregistered
N & H Whieldon Limited		Unregistered
Rosevean Veterinary Practice Limited		Unregistered
Sound Equine Limited		Unregistered
St Peter's Vets Limited		Unregistered
Wood Veterinary Group Limited		Unregistered

TRADING NAMES

Chargor	Trading Name	Status
Abbey Veterinary Centres Limited	Abbey Veterinary Centres Limited	Unregistered
Abbeyserve Limited	Abbey Veterinary Group	Unregistered

Execution page to Deed of Accession

THE NEW CHARGORS

Executed as a)
Deed by **ABBEY VETERINARY CENTRES LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

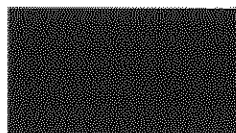
A. SEGAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **AVC (ABERGAVENNY) LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

In the presence of:

Signature of witness:



Name of witness:

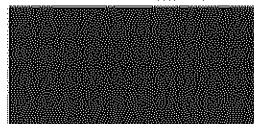
A. SEGAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **ABBEYSERVE LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness:

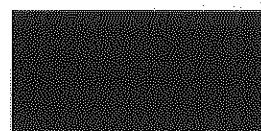
A S GRAN

Address of witness:

Spillfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **ASHFIELD HOUSE VETERINARY
HOSPITAL LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

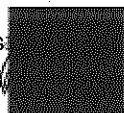
)
)
)
)



Director

in the presence of:

Signature of witness:



Name of witness:

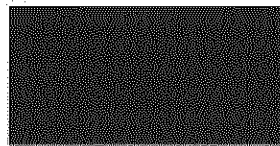
AS GRAY

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
CHELTENHAM
YORK YO30 4GY

Executed as a
Deed by BOURTON VALE EQUINE CLINIC
LIMITED

(pursuant to a resolution of its Board
of Directors) acting by:



Director

in the presence of:

Signature of witness:



Name of witness:

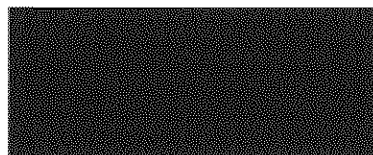
A. S. GRAY

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **BROUGHTON VET GROUP LTD**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

In the presence of:

Signature of witness



Name of witness:

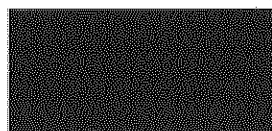
ASERAN.

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **CALWETON VETERINARY SERVICES**
LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

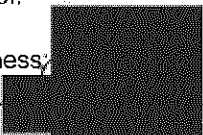
)
)
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)



Director

in the presence of:

Signature of witness:



Name of witness:

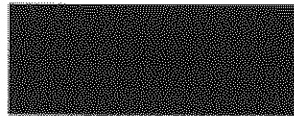
A-S Egan

Address of witness:

Spillfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **CASTLE VETS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

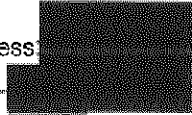
)
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Director

in the presence of:

Signature of witness:



Name of witness:

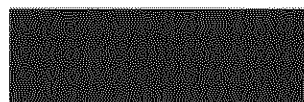
A. S. Carr

Address of witness:

Splitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **DEVON EQUINE VETS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

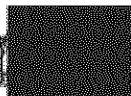
)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness:

AS GEMW

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a

Deed by **FELLOWES FARM EQUINE CLINIC
LIMITED**

(pursuant to a resolution of its Board
of Directors) acting by:

Director

in the presence of:

Signature of witness:

Name of witness:

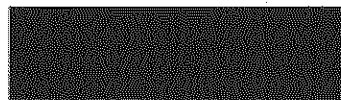
AS EGAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by ISLE VALLEY VETS LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

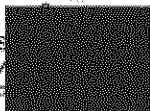
)
)
)
)



Director

in the presence of:

Signature of witness



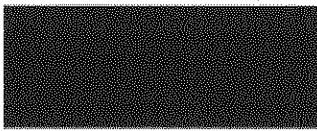
Name of witness:

AS Egan

Address of witness:

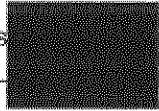
Spliffire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **KINGS BOUNTY EQUINE PRACTICE
LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) 
Director

in the presence of:

Signature of witness



Name of witness:

AS GRAY

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a)
Deed by LLM FARM VETS (DERBYSHIRE))
LIMITED)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness

Name of witness:

AS GRAN

Address of witness:

Spliffire House
Aviation Court
Amy Johnson Way
Cotton Moor
YORK YO30 4GY

Executed as a
Deed by **MAES GLAS VETS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

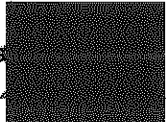
)
)
)
)



Director

in the presence of:

Signature of witness



Name of witness:

A S EGAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4QY

Executed as a
Deed by **M & S EVP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
) Director

in the presence of:

Signature of witness

Name of witness:

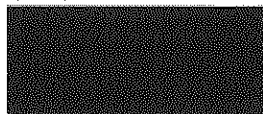
AS G.A.

Address of witness:

Splitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **N & H WHIELDON LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

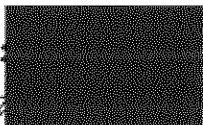
)
)
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)



Director

in the presence of:

Signature of witness:



Name of witness:

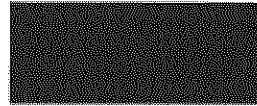
AS GMA

Address of witness:

Spliffire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by ROSEVEAN VETERINARY PRACTICE
LIMITED
(pursuant to a resolution of its Board
of Directors) acting by:

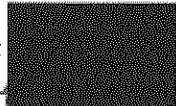
)
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)



Director

in the presence of:

Signature of witness:



Name of witness:

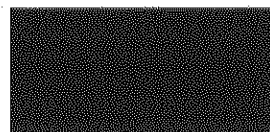
A S Grew

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Spitfire Moor
YORK YO30 4GY

Executed as a
Deed by **SOUND EQUINE LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

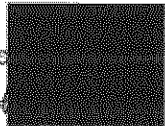
)
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Director

in the presence of:

Signature of witness



Name of witness:

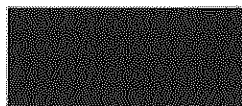
AS EEA

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4DY

Executed as a
Deed by **ST PETER'S VETS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

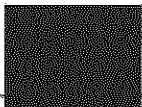
)
)
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Director

In the presence of:

Signature of witness:



Name of witness:

AS ELM

Address of witness:

Spitfire House
Aviation Court
Amey Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **UK FARM VETS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

In the presence of:

Signature of witness

Name of witness:

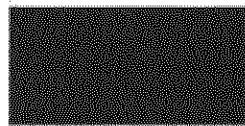
A S GAVAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **UK FARM VETS NORTH LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

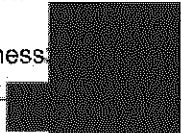
)
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Director

in the presence of:

Signature of witness:



Name of witness:

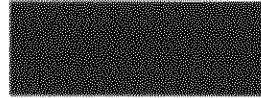
A S EGAN

Address of witness:

Spillfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **WOOD VETERINARY GROUP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

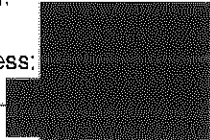
)
)
)
)



Director

in the presence of:

Signature of witness:



Name of witness:

A S EGAN

Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

Executed as a
Deed by **VETPARTNERS GROUP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

in the presence of:

Signature of witness

Name of witness:

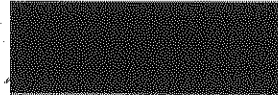
Address of witness:

Spitfire House
Aviation Court
Amy Johnson Way
Clifton Moor
YORK YO30 4GY

THE SECURITY AGENT

Signed by
for and on behalf of
ARES MANAGEMENT LIMITED

)
)
)
)



Authorised Signatory
John Atherton