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MG01

Particulars of a mortgage or charge



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LASERFORM

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

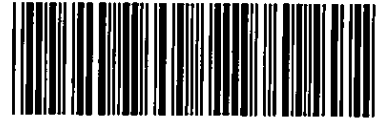
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

FRIDAY



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30/07/2010

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COMPANIES HOUSE

1

Company details

Company number

0 7 0 0 7 3 5 7

Company name in full

Animed Direct Limited (the "Chargor")

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

d 2 d 6 m 0 m 7 y 2 y 0 y 1 y 0

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 Accession dated 26 July 2010 made between (1) Animed Direct Limited, (2) CVS Group plc and (3) The Royal Bank of Scotland plc (the "Deed of Accession") in respect of a Debenture dated 4 October 2007 made between (1) CVS Group plc, (2) CVS (UK) Limited and Precision Histology International Limited and (3) The Royal Bank of Scotland plc (the "Debenture")

4

Amount secured

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

Amount secured

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by each of the Obligors under any of the Finance Documents to the Beneficiaries (or any of them), whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (the "Secured Obligations")

PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of Sections 152(1)(a) of the Companies Act 1985 (the "Companies Act") unless such financial assistance is not prohibited by virtue of the provisions of Section 153 of the Companies Act or by virtue of due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act

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	✓	The Royal Bank of Scotland plc in its capacity as
Address		6th Floor, 2 St Philips Place
		Birmingham
Postcode		B 3 3 R B
Name	✓	trustee and security agent for the Beneficiaries in
Address		relation to the Security Documents (the "Security
		Trustee")
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 (please refer to continuation sheets)

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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

None

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 866)

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 870). 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  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 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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6 Short particulars of all the property mortgaged or charged

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Pursuant to the Deed of Accession the Chargor at the request of CVS Group plc and in consideration of the Beneficiaries making or continuing to make facilities available to CVS Group plc or any other member of the Group determined to enter into the Deed of Accession and thereby become a Chargor under the Debenture

Pursuant to the terms of the Debenture:

1 Grant of Security

The Chargor as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets:

1 1 First Legal Mortgage on specified land and buildings

by way of first legal mortgage all its Property including, those if any listed in Schedule 1 to this form;

1 2 First Fixed Charge on other land and buildings

by way of first fixed charge all its Property (but excluding any property made subject to a valid legal mortgage as described at paragraph 1.1 above), all other interests in its Property, and any rights under any licence or other agreement or document which gives the Chargor a right to enter upon or use land wherever situated;

1 3 First fixed charge on plant and machinery

by way of first fixed charge, all plant and machinery (including those items of plant and machinery, if any, listed in Schedule 2 to this form), now or in the future owned by it (but not including plant and machinery made subject to a valid legal mortgage or valid fixed charge as described at paragraphs 1 1 or 1 2 above nor any chattels mentioned in paragraph 1.4 below) and the benefit of all contracts, licences and warranties relating to the same,

1.4 First fixed charge on other chattels

by way of first fixed charge, all vehicles, computers (including those vehicles and computers, if any, listed in Schedule 2 to this form, now or in the future owned by it and its interest in any vehicles and/or computers, in its possession (but not including any such chattels for the time being forming part of the Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same;

1.5 First fixed charge on Investments

by way of first fixed charge, all Investments (including the Shares listed at Schedule 3 to this form) together with all Distribution Rights from time to time accruing to or on such Investments,

1 6 First fixed Charge on Insurances

to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.2.2 of the

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Debenture (described at paragraph 2.2 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested,

1.7 First fixed Charge on Book Debts etc

by way of first fixed charge all present and future book and other debts, revenues and monetary claims of the Chargor and all rights and claims of whatever nature of the Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;

1 8 First fixed charge on Bank Balances

by way of first fixed charge all of its Bank Balances including those accounts if any listed in Schedule 4 to this form;

1 9 First fixed Charge on Intellectual Property

to the extent that the Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2.3 of the Debenture (described at paragraph 2.3 below), by way of first fixed charge, all Intellectual Property (if any);

1 10 First fixed charge on Authorisations, compensation etc

by way of first fixed charge, the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such Authorisations are effectively subject to any valid assignment to the Security Trustee pursuant to the Debenture;

1 11 First fixed charge on goodwill and uncalled capital

by way of first fixed charge all the goodwill and uncalled capital of the Chargor

2. Assignment by way of Security

As further continuing security for the payment of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) to the Security Trustee all its rights, title and interest in the following assets:

2.1 Assignment on Charged Contracts

the Charged Contracts (including if any brief particulars of which are set out in Schedule 5 to this form) and also any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Chargor may derive from or be awarded or entitled to in respect of the Charged Contracts,

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2.2 Assignment by Insurances and Insurance Proceeds

the Insurances and the benefit of all Insurance Proceeds; and

2.3 Assignment of Intellectual Property

the Intellectual Property (if any) together with all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Chargor may derive from or be awarded or entitled to in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may be specified by the Security Trustee

3 Floating charge

As further continuing security for the payment to the Security Trustee of the Secured Obligations the Chargor charged in favour of the Security Trustee by way of first floating charge all its assets and undertakings whatsoever and wheresoever both present and future not effectively charged by way of legal mortgage or fixed charge pursuant to clauses 3.1 or 3.2 of the Debenture (described at paragraphs 1 and 2 above)

3.1 Conversation of floating charge

By virtue of clause 3.6 of the Debenture, the Security Trustee may at any time by notice in writing to the Chargor convert the floating charge referred to in paragraph 3 above into a fixed charge as regards such assets as it shall specify in the notice in the event that:

3.1.1 the Chargor has failed to comply with, or takes or threatens to take any action which in the opinion of the Security Trustee is likely to result in its failing to comply with its obligations under clause 5 of the Debenture (the negative pledge obligations mentioned at paragraph 9 below); or

3.1.2 the Security Trustee is of the reasonable view that

3.1.2.1 such assets are in danger of being seized, or

3.1.2.2 any legal process or execution is being enforced against such assets; or

3.1.2.3 such assets are otherwise in jeopardy, or

3.1.2.3 steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator in relation to the Chargor (or such administrator has been appointed) or to the winding-up of the Chargor,

and by way of further assurance the Chargor has agreed to promptly execute a fixed charge over such assets in such form as the Security Trustee shall reasonably require

3.2 Automatic Conversation of floating charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>In addition to any circumstances in which the floating charge referred to in paragraph 3.1 above will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 of the Debenture</p> <p>3.2.1 If the Chargor creates (or purports to create) any security on or over any Floating Charge Asset (other than any security permitted under the terms of the Facilities Agreement) without the prior written consent of the Security Trustee such floating charge will automatically, without any notice being given under clause 3.6 of the Debenture and immediately upon such event occurring, be converted into a fixed charge over the relevant Floating Charge Asset; and</p> <p>3.2.1 If the Chargor convenes any meeting of its members to consider a resolution to wind up or not to wind up the Chargor, or if a liquidator, Receiver or administrator or another similar officer is appointed in respect of the Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Asset.</p> <p>4 Continuing Security</p> <p>All the security granted or created by the Debenture is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.</p> <p>5 Miscellaneous</p> <p>The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture shall not affect the validity or enforceability of the charges created by the Debenture</p> <p>6 Full title guarantee and implied covenants</p> <p>All the security created or given under the Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p>7 Control of monies received</p> <p>The Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts forthwith on receipt and pending such payment it will hold all such money upon trust for the Security Trustee and, if a Default has occurred and is continuing, not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so</p> <p>8. Restrictions applicable to Charged Contracts</p>

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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

The Chargor may not make or agree to make any material amendment or modifications to the Charged Contracts or waive any of its rights under the Charged Contracts or exercise any right to terminate any of the Charged Contracts except with the prior written consent of the Security Trustee.

9. Restrictions on charges and disposals (Negative Pledge)

During the continuance of the security under the Debenture, the Chargor shall not, except as permitted under clause 5.2 of the Debenture, create or permit to subsist any security over any of the Secured Assets, nor may it

9.1 sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group;

9.2 sell, transfer or otherwise dispose of any of its receivables,

9.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

9.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness.

10 Exceptions

The exceptions referred to at clause 5.2 of the Debenture are:

10.1 the security created or required to be created by the Debenture,

10.2 any Permitted Security,

10.3 any security or transaction to which the Security Trustee has given its written consent, and

10.4 any Granted Lease to which the Security Trustee has given its consent.

DEFINITIONS APPLICABLE TO THIS FORM

In this Form MG01 the following definitions apply:

"Ancillary Facility" means the ancillary facility made in accordance with the provisions of the Facilities Agreement.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the accounts (if any) specified in Schedule 4 to this form and any other cash cover or suspense account established pursuant to any of the Finance Documents), and all debts

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represented by any such accounts.

"Beneficiaries" has the meaning given to the term "Secured Parties" in the Facilities Agreement.

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in Schedule 5 to this form.

"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee under the Debenture

"Company" means CVS Group plc number 6312831.

"Debenture Deed by Accession" means a deed substantially in the form set out in Schedule 9 of the Debenture subject to such variations as the Security Trustee shall agree.

"Default" means any Event of Default or any event or circumstance specified in clause 25 of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee

"Distribution Rights" means:

(a) all dividends, distributions, interest and other income paid or payable on the relevant Investment or Shares,

(b) all shares or other property derived from the relevant Investment or Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and

(c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares

"Enforcement Party" means any of the Security Trustee, a Receiver or a Delegate

"Event of Default" means the occurrence of any of the events or circumstances defined in the Facilities Agreement as an Event of Default but shall also include any breach by the Chargor of or non-compliance by the Chargor with the provisions of the Debenture or of any other Finance Document.

"Expenses" means: all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Debenture, taking, perfecting, enforcing or exercising any power under the Debenture, the appointment of any Receiver or Delegate, the breach of any provision of the Debenture and/or the protection, realisation or enforcement of the Debenture, and includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Debenture,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 344 1027 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 450 1489 515">or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require</p> <p data-bbox="312 539 1489 761">"Facilities Agreement" means a facilities agreement dated 4 October 2007 and made between (1) the Company (2) the Company and other subsidiaries of the Company as Original Borrowers (3) the Company and other subsidiaries of the Company as Original Guarantors (4) The Royal Bank of Scotland plc and Barclays Capital as Arranger (5) various financial institutions listed in part 2 of schedule 1 thereto as Original Lenders (6) The Royal Bank of Scotland plc as Agent and (7) the Security Trustee as Security Trustee, as supplemented, amended and/or novated from time to time.</p> <p data-bbox="312 786 1489 976">"Finance Documents" means the Facilities Agreement, any Accession Letter, any Ancillary Documents, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated a "Finance Document" by the Agent and the Company.</p> <p data-bbox="312 1001 1489 1666">"Financial Indebtedness" means any indebtedness for or in respect of (a) monies borrowed, (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, (d) the amount of any liability in respect of any Finance Lease, (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price ("Treasury Transaction") (and, when calculating the value of that Treasury Transaction, only the market-to-market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account), (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution (h) any amount of any liability under an advance or deferred purchase agreement if (I) one of the primary reasons behind entering into the agreement is to raise finance or (II) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; and (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above</p> <p data-bbox="312 1691 1489 1821">"Finance Lease" means any (or similar arrangement) treated as a finance lease for the purposes by the Original Accounting Principles and any hire purchase (or similar) arrangement required by the Original Accounting Principles to be accounted for in the same way as such a lease.</p> <p data-bbox="312 1845 1489 1910">"Floating Charge Asset" means, at any time, all of the Secured Assets which are at that time the subject of the floating charge created under the Debenture.</p> <p data-bbox="312 1935 1489 2033">"Granted Lease" means any lease, agreement for lease, tenancy, contractual licence or other document which gives a person who is not the Chargor the right to occupy, use or enjoy the Property.</p>

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"Group" means any group of companies for the time being comprising the Company and its Subsidiaries

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all interest on any of the foregoing.

"Intellectual Property" means all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered, owned by the Chargor or in which the Chargor has an interest from time to time, and the benefit of the Chargor's applications and rights to use such assets, throughout the world now and in the future

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between the Company, the other Obligors, certain other members of the Group as inter-group lenders, the Security Trustee, the Agent, the Arranger, the Lenders, the Ancillary Lenders (each as defined in the Facilities Agreement) and certain others

"Interest" means interest at the rate provided and calculated and compounded as agreed between the Security Trustee and the Company from time to time, and if not so agreed, in accordance with the practice of the Security Trustee from time to time both before and after judgement.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor including (save where the context otherwise requires) the Shares

"Obligors" means CVS Group plc, CVS (UK) Limited and Precision Histology International Limited together with any other company who has executed a Debenture Deed of Accession.

"Original Accounting Principles" means generally accepted accounting principles in the UK, including IFRS.

"Party" means a party to the Debenture

"Permitted Security" means

(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of

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the Group;

(b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility (as defined in the Facilities Agreement) which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security (as defined in the Facilities Agreement) over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;

(c) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(d) any Quasi-Security (as defined in the Facilities Agreement) arising as a result of a disposal which is a Permitted Disposal (as defined in the Facilities Agreement);

(e) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of Permitted Financial Indebtedness (as defined in the Facilities Agreement), and

(f) the rent deposit deed dated 9 March 2006 granted by CVS (UK) Limited in favour of Brian Cumberlidge and Others

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has an interest (including the Real Property, if any, specified in Schedule 1 to this form) together with (in every case) all proceeds of sale deriving from such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants

Any reference to **"Property"** includes a reference to each separate property of which particulars are set out in Schedule 1 to this form and to any part of parts of such property

"Real Property" means any freehold, leasehold or immovable property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any such property.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to this deed in respect of the Chargor or in respect of the Secured Assets or any of them.

"Secured Assets" means the assets charged, assigned or otherwise the subject of any

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security created by or pursuant to the Debenture and includes any part or parts of such assets.

"Security" means a mortgage charge, pledge, lien or other security interest securing any obligation of any person or any other person or any other agreement or arrangement having a similar effect.

"Security Documents" means those documents listed in part IA of part I of schedule 2 of the Facilities Agreement and any document required to be delivered to the Agent under paragraph 12 of part II of schedule 2 thereof together with any other document entered into by any Obligor creating or expressed to create any Security (as defined in the Facilities Agreement) over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Shares" means all shares (if any) specified in Schedule 3 to this form and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time or any in which it has an interest

"VAT" means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

"Chargor", "Company" "Security Trustee" or any "Party", "Obligors" or "Beneficiaries" includes its successors in title, and its permitted assignees or permitted transferees

In this form any reference to the following uncapitalised terms

"indebtedness" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent)

"regulation" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental).

"security" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect

Schedule 1 - (Property) - Does not specify any Property relating to the Chargor

Schedule 2 - (Specifically identified chattels) - Does not specify any chattels relating to the Chargor

Schedule 3 - (Shares) - Does not specify any Shares relating to the Chargor

Schedule 4 - (Bank Accounts) - Does not specify any Bank Accounts relating to the Chargor

Schedule 5 - (Charged Contracts) - Does not specify any Charged Contracts relating to the Chargor

MG01 - continuation page
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

walterla\bir_corp\1500421



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7007357
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 26
JULY 2010 AND CREATED BY ANIMED DIRECT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OF THE OBLIGORS TO THE BENEFICIARIES OR ANY OF
THEM ON ANY ACCOUNT WHATSOEVER 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 30
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 AUGUST 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES