



Registration of a Charge

Company name: **INDEPENDENT VETCARE LIMITED**

Company number: **07746795**



X7AC12Q2

Received for Electronic Filing: **16/07/2018**

Details of Charge

Date of creation: **13/07/2018**

Charge code: **0774 6795 0012**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **UK TRADEMARK REGISTRATION NO UK00003088101 AND THOSE ASSETS NAMED IN PART 5 (INTELLECTUAL PROPERTY) OF SCHEDULE 2 (SECURITY ASSETS) OF THE SUPPLEMENTAL SECURITY AGREEMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7746795

Charge code: 0774 6795 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2018 and created by INDEPENDENT VETCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2018 .

Given at Companies House, Cardiff on 18th July 2018

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

SUPPLEMENTAL SECURITY AGREEMENT

DATED 13 July **2018**

BETWEEN

THE ENTITIES LISTED IN SCHEDULE 1
as Chargors

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

This Supplemental Security Agreement relating to the Security Agreements dated 30 January 2017, 28 April 2017, 4 July 2017, 20 September 2017 and 22 February 2018 is entered into subject to the terms of an Intercreditor Agreement dated 27 January 2017 (as amended from time to time)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 13 July 2018 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (The Chargors) (each a **Chargor** and together the **Chargors**); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**) as security agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below).

BACKGROUND:

- (A) Pursuant to a security agreement dated 30 January 2017 between certain of the Chargors and the Security Agent (the **Original Security Agreement**), each Chargor party thereto charged by way of first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents (as amended or supplemented) (as defined in the intercreditor agreement dated 27 January 2017 between, among others, IVC Acquisition Midco Ltd as parent, IVC Acquisition Ltd as company, the Senior Lenders (as defined therein), the Senior Arrangers (as defined therein), HSBC Bank plc as Original Senior Agent and the Security Agent (the **Intercreditor Agreement**)).
- (B) Pursuant to a confirmatory security agreement dated 28 April 2017 between certain of the Chargors and the Security Agent (the **First Supplemental Security Agreement**) each Chargor party thereto charged by way of second fixed charge and assignment by way of security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents (as amended or supplemented).
- (C) Pursuant to a security agreement dated 4 July 2017 between certain of the Chargors and the Security Agent (the **Accession Security Agreement**), each Chargor party thereto charged by way of first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents (as amended or supplemented).
- (D) Pursuant to a confirmatory security agreement dated 20 September 2017 between the Chargors and the Security Agent (the **Second Supplemental Security Agreement**), each Chargor party thereto charged by way of first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents (as amended or supplemented).
- (E) Pursuant to a confirmatory security agreement dated 22 February 2018 between the Chargors and the Security Agent (the **Third Supplemental Security Agreement**), each Chargor party thereto charged by way of first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents (as amended or supplemented).
- (F) The Liabilities (as defined in the Intercreditor Agreement) have been increased pursuant to one or more incremental facility notices (as defined in the Senior Facilities Agreement) each dated on or about the date of this Deed between, among others, IVC Acquisition Midco Ltd as parent, IVC Acquisition Ltd as incremental facility borrower and Sumitomo Mitsui Banking Corporation as incremental facility lender (the **Incremental Facility Notices**).

- (G) This Deed is supplemental to the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement.
- (H) 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. INTERPRETATION

- (a) Capitalised terms defined in the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement, the Third Supplemental Security Agreement, the Senior Facilities Agreement and/or the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed (including such definitions incorporated by way of reference).
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement and clause 1.2 (Construction) of the Senior Facilities Agreement shall apply *mutatis mutandis* to this Deed as though they were set out in full in this Deed, so far as they are relevant, provided that the terms of clause 1.2 (Construction) of the Intercreditor Agreement will prevail if there is a conflict between the terms of clause 1.2 (Construction) of the Senior Facilities Agreement and clause 1.2 (Construction) of the Intercreditor Agreement.
- (c) Any reference in this Deed to:
 - (i) the term **this Security** means any security created by this Deed; or
 - (ii) the term **Shares** means all shares owned by a Chargor in its subsidiaries that are Material Companies, including but not limited to those shares in Material Companies incorporated under the laws of England and Wales specified in Part 1 of Schedule 2 (Security Assets) opposite its name.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Secured Debt Documents and of any side letters between any Parties in relation to any Secured Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (g) Notwithstanding any provisions to the contrary in this Deed, this Deed is subject to, and shall be read in accordance with, the terms of the Senior Facilities Agreement, the Intercreditor Agreement, the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable). In the event of a conflict between the terms of this Deed and the Senior Facilities Agreement, the Intercreditor Agreement, the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable), the terms of the Senior Facilities

Agreement, the Intercreditor Agreement, the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable) shall prevail. Nothing which is permitted to be done under the Senior Facilities Agreement, the Intercreditor Agreement, the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable) shall be deemed to constitute a breach of any term of this Deed and no representation, warranty or undertaking contained in this Deed shall be breached to the extent it conflicts with the Senior Facilities Agreement, and would otherwise be permitted under the Senior Facilities Agreement.

2. CONFIRMATION

- (a) Each Chargor acknowledges, agrees and hereby confirms that, notwithstanding entry in to the Incremental Facility Notices and the consummation of the transactions contemplated thereby:
 - (i) the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable) secure (and were intended as and from the date thereof to secure) the payment, discharge and performance of all of the Secured Obligations under or in relation to the Secured Debt Documents as amended and supplemented from time to time; and
 - (ii) the creation of the Security under the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplemental Security Agreement (as applicable) remain in full force and effect in accordance with their terms to secure the payment, discharge and performance of the Secured Obligations under or in relation to the Secured Debt Documents in favour of the Secured Parties on the terms set out therein.

3. CREATION OF SUPPLEMENTAL SECURITY

3.1 Further security

- (a) Without prejudice to Clause 2 (Confirmation) above or to the Security created under the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement (as applicable), each Chargor creates the supplemental Security specified in this Clause 3 in favour of the Secured Parties on the terms set out in this Deed and it is acknowledged that:
 - (i) to the extent that the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement (as applicable) remain effective to secure the Secured Obligations under the Secured Debt Documents, and notwithstanding any references in this Clause 3 to the supplemental Security being by way of a first fixed charge, such supplemental Security will be:
 - (A) in the case of the Chargors party to the Original Security Agreement, the First Supplemental Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement, fifth ranking Security ranking subject to the equivalent security created by the Original

Security Agreement, the First Supplemental Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement;

- (B) in the case of the Chargors party to the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement, fourth ranking Security ranking subject to the equivalent security created by the Accession Security Agreement,

in each case until such time as the security created by the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement (as applicable) ceases to have effect at a time when this Deed still has effect; and

- (ii) to the extent that the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement (as applicable) are not effective to secure the Secured Obligations under the Secured Debt Documents for any reason at a time when this Deed still has effect, such supplemental Security will be a first ranking Security.
- (b) All the security created under this Deed is created in addition to and does not affect the security created by the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement and the Third Supplement Security Agreement (as applicable), which will remain in full force and effect.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement or the Third Supplement Security Agreement (as applicable) and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, such assignment under this Deed will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement, the First Supplemental Security Agreement, the Accession Security Agreement, the Second Supplemental Security Agreement or the Third Supplement Security Agreement (as applicable) ceases to have effect at a time when this Deed still has effect.

3.2 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

- (b) There shall be excluded from the security created by this Deed, but in each case only to the extent that such prohibition or condition restricts the type of security interest purported to be created by the relevant Clause of this Deed:
- (i) any asset which a Chargor is prohibited from creating Security on or over by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset and which contract, license, lease, instrument or other arrangement is otherwise not prohibited by the terms of the Senior Facilities Agreement (including any asset which a Chargor is precluded from creating Security over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party; and
 - (ii) any Security which would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or which would conflict with the mandatory fiduciary duties of their or any Affiliates' directors or contravene any legal prohibition or result in a risk of personal or criminal liability on the part of any officer or member of a Chargor) provided that such Chargor has used its reasonable endeavours to overcome such obstacles, in each case to the extent of that that can be done at reasonable cost.

For the purposes of this paragraph (b), the term "third party" in relation to a Chargor means any person which is not a member of the Group or an Affiliate of a member of the Group.

- (c) For all assets and undertakings referred to in sub-paragraphs (i) and (ii) of paragraph (b) above and to the extent that such assets are material and IVC Acquisition Midco Ltd determines in good faith that such endeavours will not involve placing commercial relationships with third parties in jeopardy or incurring any material cost, that Chargor undertakes to use reasonable endeavours to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed unless that Chargor has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope).
- (d) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned to the Security Agent under the relevant Clause of this Deed (as applicable). If reasonably required by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, that Chargor will forthwith execute a valid fixed charge or legal assignment over the relevant assets on substantially the same terms as set out in this Deed.
- (e) Where an asset is excluded from the Security created by this Deed as a result of paragraph (b) above, that Security shall (to the extent it would not breach the provisions of paragraph (b) above) operate as an assignment or charge of all proceeds and/or receivables which that Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security.
- (f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

3.3 Investments

- (a) Each Chargor charges by way of a first fixed charge:
- (i) all Shares owned by it or held by any nominee on its behalf;
 - (ii) (to the extent that they are not the subject of a first fixed charge under sub-paragraph (i) above) its interest in all Investments owned by it or held by any nominee on its behalf; and
 - (iii) all Related Rights.

3.4 Receivables

Without prejudice to the assignment and first fixed charge in Clause 3.8 (Other contracts), each Chargor charges by way of a first fixed charge all Receivables and all rights and claims against third parties and against any security in respect of those Receivables.

3.5 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

3.6 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it and all its rights in relation to any Restricted Account in its name.

3.7 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Insurance Policy.

3.8 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
- (i) any agreement to which it is a party (including the Intercompany Loan Agreements) specified in Part 2 of Schedule 2 (Security Assets) to this Deed under the heading Relevant Contracts;
 - (ii) any letter of credit issued in its favour;
 - (iii) any bill of exchange or other negotiable instrument held by it; and
 - (iv) any other agreement to which that Chargor is a party and which the Security Agent and the relevant Chargor have designated a relevant contract,
- each a **Relevant Contract**.
- (b) If not effectively assigned under Clause 3.8(a) above, each Chargor charges by way of first fixed charge all Relevant Contracts.

3.9 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (a) any copyright or other intellectual property monopoly right; and
- (b) any interest (including by way of licence) in any of the above,

including any such intellectual property specified in Part 5 of Schedule 2 (Security Assets) opposite its name, in each case whether registered or not and including all applications for the same.

3.10 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

3.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Acceleration Event is continuing; or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.

- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of the assets of each Chargor if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. INCORPORATION

- (a) The provisions of:
 - (i) Clauses 3 (Representations – General) to 18 (Release) (inclusive) of the Original Security Agreement and the Accession Security Agreement;
 - (ii) Clauses 2 (Confirmation) to 4 (Incorporation) (inclusive) of the First Supplemental Security Agreement;
 - (iii) Clauses 2 (Confirmation) to 4 (Incorporation) (inclusive) of the Second Supplemental Security Agreement; and
 - (iv) Clauses 2 (Confirmation) to 4 (Incorporation) (inclusive) of the Third Supplemental Security Agreement,

are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, *mutatis mutandis* (including, for the avoidance of doubt that references to Schedules shall be references to Schedules in this Deed and references to Legal Reservations shall include the reservations set out in the legal opinions issued in connection with this Deed on or about the date hereof).

- (b) For the avoidance of doubt, the provision of any documents by a Chargor pursuant to clause 5.2 (*Deposit*) of the Original Security Agreement or Accession Security Agreement (as applicable) shall discharge the obligation to provide the equivalent documents under this Deed in respect of the Shares specified in Part 1 of Schedule 2 (*Security Assets*) to this Deed opposite its name.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Chargor	Jurisdiction	Registration Number
IVC Acquisition Midco Ltd	England & Wales	10510862
IVC Acquisition Ltd	England & Wales	10505083
Independent Vetcare Limited	England & Wales	07746795
Petprescription Limited	England & Wales	05705514
Orwell Vets Limited	England & Wales	04770413

SCHEDULE 2¹

SECURITY ASSETS

PART 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
IVC Acquisition Midco Ltd	IVC Acquisition Ltd	359,431,606 ordinary shares of £0.01 each and 5,973,794 ordinary shares of £1.00 each
IVC Acquisition Ltd	Independent Vetcare Limited	One ordinary share of £1.00
Independent Vetcare Limited	Petprescription Limited	Two ordinary shares of £1.00 each
Independent Vetcare Limited	Orwell Vets Limited	Two ordinary shares of £1.00 each

¹ To be updated by Latham & Watkins/IVC

PART 2

RELEVANT CONTRACTS

Chargor	Description
IVC Acquisition Ltd	Acquisition Agreement
IVC Acquisition Midco Ltd	Intra-Group Loan Agreement between IVC Acquisition Midco Ltd as Lender and IVC Acquisition Ltd as Borrower
Independent Vetcare Limited	Inter-Group loan agreement dated 1 June 2017 between the Signatories (as defined therein)
Orwell Vets Limited	Inter-Group loan agreement dated 1 June 2017 between the Signatories (as defined therein)
Petprescription Limited	Inter-Group loan agreement dated 1 June 2017 between the Signatories (as defined therein)

PART 3
ACCOUNTS

Name of Chargor	Account Bank/Address	Account name	Account number	IBAN number	Sort Code / SWIFT
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	IVC Acquisition GBP	8509	GB28MIDL40421863888509	404218
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	IVC Acquisition SEK	9781	GB09HBUK40127677469781	401276
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton,	IVC Acquisition EUR	9773	GB31HBUK40127677469773	401276

	Hampshire, SO18 2XU				
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	IVC Acquisition Ltd	09417	GB96HBUK40127683139417	HBUKGB4B
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	IVC Acquisition Ltd	0138	GB29HBUK40127683140138	HBUKGB4B
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	IVC Acquisition Ltd	0111	GB79HBUK40127683140111	HBUKGB4B
IVC Acquisition Ltd	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell	IVC Acquisition Ltd	0103	GB04HBUK40127683140103	HBUKGB4B

	Way, Southampton, Hampshire, SO18 2XU				
Independent Vetcare Limited	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	Independent Vetcare Limited	4219	GB16HBUK40421812724219	404218
Orwell Vets Limited	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	Orwell Vets Limited	3417	GB71HBUK40421883863417	404218
Petprescription Limited	HSBC Bank Plc 2nd Floor, HSBC House, Mitchell Way, Southampton, Hampshire, SO18 2XU	Petprescription Limited	8389	GB98HBUK40421803868389	404218

PART 4
INSURANCES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Independent Vetcare Limited	Bupa Insurance Limited	55314092517	Health
	ERGO Lebensversicherung Aktiengesellschaft, (UK Branch) trading as "Ellipse"	LG004441-01-L	Death in Service Lump Sum
IVC Acquisitions Ltd	Axa Insurance UK plc	DS FLE 6826375	Motor Fleet
	Aviva plc	86403808ECA	Group Personal Accident, Sickness and Business Travel
	Allianz Insurance plc	SZ/27298506	Commercial Select Buildings and Contents
	Zurich Insurance plc	NYB24757	Plant Protection
	Ecclesiastical Insurance Group plc	VIA1022	Buildings and Contents
Orwell Vets Limited	The National Farmers Union Mutual Insurance Society Limited	080X6054927/N06	Business
	The National Farmers Union Mutual Insurance Society Limited	080X6059002/N02	Commercial Select

PART 5

INTELLECTUAL PROPERTY

Patent and Patent Applications

None at the date of signing of this Deed.

Trade Marks and Trade Mark Applications

Name of Chagor	Territory	Class No.	Registration No. / Application No.	Date of Registration or Application
Independent Vetcare Limited	United Kingdom	44	UK00003088101	3 April 2015
Independent Vetcare Limited	United Kingdom	44	UK00003097419	29 May 2015
Independent Vetcare Limited	United Kingdom	44	UK00003097717	29 May 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102200	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102216	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102314	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102318	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102325	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003102968	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003104003	3 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003104915	17 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003110924	28 August 2015
Independent Vetcare Limited	United Kingdom	44	UK00003229636	8 May 2017
Independent Vetcare Limited	United Kingdom	44	UK00002599548	24 February 2012
Independent Vetcare Limited	United Kingdom	44	UK00003088195	3 April 2015

Independent Vetcare Limited	United Kingdom	44	UK00003130220	1 January 2016
Independent Vetcare Limited	United Kingdom	3, 5, 18, 20, 21, 28, 31, 44	UK00003152345	27 May 2016
Independent Vetcare Limited	United Kingdom	3, 5, 18, 20, 21, 28	UK00003165200	19 August 2016
Independent Vetcare Limited	United Kingdom	44	UK00003190538	6 January 2017
Independent Vetcare Limited	United Kingdom	44	UK00003193355	20 January 2017
Independent Vetcare Limited	United Kingdom	44	UK00003197113	10 February 2017
Independent Vetcare Limited	United Kingdom	41, 44	UK00003197259	24 February 2017
Independent Vetcare Limited	United Kingdom	44	UK00003199938	24 February 2017
Independent Vetcare Limited	United Kingdom	44	UK00003204816	24 March 2017
Independent Vetcare Limited	United Kingdom	44	UK00003205017	24 March 2017
Independent Vetcare Limited	United Kingdom	44	UK00003207583	7 April 2017
Independent Vetcare Limited	United Kingdom	44	UK00003208356	16 June 2017
Independent Vetcare Limited	United Kingdom	44	UK00003208928	14 April 2017
Independent Vetcare Limited	United Kingdom	44	UK00003209086	14 April 2017
Independent Vetcare Limited	United Kingdom	44	UK00003212633	5 May 2017
Independent Vetcare Limited	United Kingdom	44	UK00003231795	17 May 2017
Independent Vetcare Limited	United Kingdom	44	UK00003088130	12 June 2015
Independent Vetcare Limited	United Kingdom	44	UK00003088160	29 May 2015
Independent Vetcare Limited	United Kingdom	44	UK00003088163	3 April 2015
Independent Vetcare Limited	United Kingdom	44	UK00003088180	17 July 2015
Independent Vetcare Limited	United Kingdom	44	UK00003088186	3 April 2015

Independent Vetcare Limited	United Kingdom	44	UK00003088191	3 April 2015
Independent Vetcare Limited	United Kingdom	5, 31, 42, 44	UK00002576577	22 July 2011
Independent Vetcare Limited	United Kingdom	5, 31, 42, 44	UK00002576579	22 July 2011
Independent Vetcare Limited	United Kingdom	44	UK00002576615	6 January 2012
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Registered Designs and Applications for Registered Designs

None at the date of signing of this Deed.

Copyright Works and Unregistered Designs

None at the date of signing of this Deed.

Intellectual Property Licences

None at the date of signing of this Deed.

Other Intellectual Property of the Chargor

None at the date of signing of this Deed.

SIGNATORIES

Chargors

**EXECUTED AS A DEED by
IVC ACQUISITION MIDCO LTD
acting by**

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Amanda Davis

in the presence of:

Witness's signature:

Name:

Address:

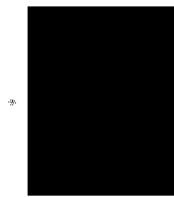


Lauren Noble



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IVC ACQUISITION LTD
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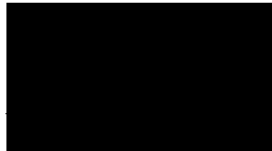
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in the presence of:

Witness's signature:

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Lauren Noble



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INDEPENDENT VETCARE LIMITED
acting by

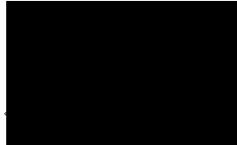
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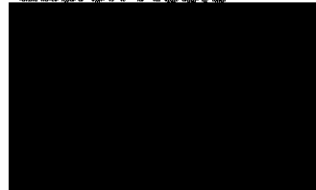
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EXECUTED AS A DEED by
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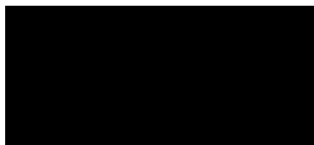
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Lauren Noble



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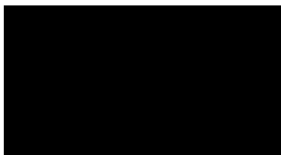
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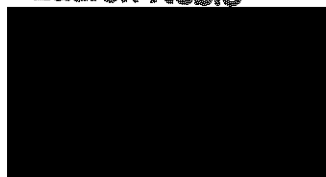
Witness's signature:



Lauren Noble

Name:

Address:



Security Agent

EXECUTED as a **DEED**

by **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** acting by
its attorney/director

[Redacted Signature]

Attorney/Director

Witnessed by:

[Redacted Signature]

BALIT PUREWAL
AUTHORISED SIGNATORY

Witness Name:

Witness Address:

HSBC Bank plc
8 Canada Square
London
E14 5HQ