# MR01

**Particulars of a charge**

A fee is payable with this form. Please see ‘How to pay’ on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

**What this form is for**

- You may use this form to register a charge created or evidenced by an instrument.

**What this form is NOT for**

- You may not use this form to register a charge where there is no instrument. Use form MN01.

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This form **must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge**. Delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original.**

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## 1 Company details

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<tr>
<td>Company name in full</td>
<td>Westpoint Veterinary Services (South East) Limited</td>
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## 2 Charge creation date

<table>
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<th>Charge creation date</th>
<th>2 7 0 9 2 0 1 4</th>
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## 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>HSBC Bank PLC</td>
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If there are more than four names, please supply any four of these names then tick the statement below.

- [ ] I confirm that there are more than four persons, security agents or trustees entitled to the charge.
Brief description
Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Other charge or fixed security
Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes
☒ No

Floating charge
Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes  Continue
☐ No  Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

Negative Pledge
Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes
☐ No

Trustee statement
You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

Signature
Please sign the form here.

Signature
☒ for and on behalf of Burness Paull LLP

This form must be signed by a person with an interest in the charge.
MR01
Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name: DAVID HARRIS
Company name: BURNESS PAULL LLP
Address: 120 BOTHWELL STREET

Post town: GLASGOW
County/Region:
Postcode: G2 7JL
Country: 
DX: GW154 GLASGOW
Telephone: 0141 248 4933

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 a certified copy of the instrument with this form.
☐ You have entered the date on which the charge was created.
☐ You have shown the names of persons entitled to the charge.
☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
☐ You have given a description in Section 4, if appropriate.
☐ You have signed the form.
☐ You have enclosed the correct fee.
☐ Please do not send the original instrument; it must be a certified copy.

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 filed on paper.
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
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 277099

Charge code: SC27 7099 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th September 2014 and created by WESTPOINT VETERINARY SERVICES (SOUTH EAST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2014.

Given at Companies House, Edinburgh on 24th September 2014
WESTPOINT VETERINARY SERVICES (SOUTH EAST) LIMITED
as Chargor

in favour of

HSBC BANK PLC
as Lender

BOND AND FLOATING CHARGE

This Instrument is subject to the terms of an intercreditor
deed dated on or around the date of this Instrument

Certified a true copy
Glasgow 23rd April 1974

[Signature]
for and on behalf of Burness Paull LLP

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31 ENFORCEMENT  
32 CONSENT TO REGISTRATION
BOND AND FLOATING CHARGE

by

(1) WESTPOINT VETERINARY SERVICES (SOUTH EAST) LIMITED, a company incorporated under the Companies Acts with registered number SC277099 and having its registered office at 133 Finnieston Street, Glasgow G3 8HB (the “Chargor”)

in favour of

(2) HSBC BANK PLC, a company incorporated under the Companies Acts with registered number 00014259 and having its registered office at 8 Canada Square, London, E14 5HQ (the “Lender”)

CONSIDERING THAT:

(i) the Lender has agreed to make certain loan facilities available under the Facilities Agreement (as defined below);

(ii) one of the conditions precedent to the availability of the facilities referred to in paragraph (i) above is that the Chargor grants to the Lender this bond and floating charge.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

“Administrator” means any administrator appointed pursuant to this Instrument;

“Event of Default” has the meaning given to it in the Facilities Agreement;

“Facilities Agreement” means the facilities agreement between the Parent, the Chargor and others as Original Borrowers, the Parent, the Chargor and others as Original Guarantors; and the Lender dated on or about the date of this Instrument under which the Lender agrees to make available to the Borrowers a term loan facility and a revolving credit facility;

“Finance Documents” has the meaning given to it in the Facilities Agreement;

“Intercreditor Deed” has the meaning given to it in the Facilities Agreement;

“Receiver” means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;
“Planning Acts” means the Town and Country Planning (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Listed Buildings & Conservation Areas) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997 the Local Government and Planning (Scotland) Act 1982, the Planning (Scotland) Act 2006 or any Act of Parliament for the time being in force modifying, re-enacting, replacing or supplementing the same and may, where the context so requires, include any previous legislation of a similar nature;

“Secured Assets” means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

“Secured Obligations” means, in respect of the Chargor, all monies and liabilities now or after the date of this Instrument due, owing or incurred by the Chargor to the Lender whatsoever under or in connection with the Finance Documents, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender under or in connection with the Finance Documents, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction; and

“Security Period” means the period beginning on the date of this Instrument and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender to the Borrowers (or any of them) have been cancelled.

1.2 Construction

1.2.1 Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 The provisions of clause 1.2 (Construction) of the Facilities Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facilities Agreement are to be construed as references to this Instrument.

1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.

1.2.4 The term this “Security” means any security created by this Instrument.

1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
1.2.6 If the Lender considers that an amount paid to it or a Receiver is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

1.2.7 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset.

1.2.8 This Instrument is subject to the terms of the Intercreditor Deed.

2 BOND

2.1 The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge in accordance with the terms of the Finance Documents.

2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

3 GENERAL

All Security created by the Chargor under Clause 4 (Floating Charge) inclusive is:

3.1 a continuing security for the payment and discharge of the Secured Obligations;

3.2 granted with absolute warrandice;

3.3 granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and

3.4 granted in favour of the Lender.

4 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Lender a floating charge over the Secured Assets.

5 CONTINUING SECURITY

The Security constituted by this Instrument shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.
6 RECOUSe

The Security constituted by this Instrument:

6.1.1 is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and

6.1.2 may be enforced without first having recourse to any other rights of the Lender.

7 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

7.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the Secured Assets or any part or parts of them during the Security Period, other than in favour of the Lender or in favour of another person and with the prior written consent of the Lender.

7.2 Any fixed security granted by the Chargor in favour of the Lender (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.

7.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 7.1 or with the consent of the Lender under Clause 7.1 but with no written agreement of the Lender as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

7.4 The Chargor shall not during the Security Period:

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

7.4.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;

7.4.3 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

7.4.4 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 or of financing the acquisition of an asset without the prior written consent of the Lender.

7.5 Clauses 7.3 and 7.4 do not apply to any Security or arrangement which is Permitted Security or a Permitted Transaction.
8 UNDERTAKINGS

The Chargor undertakes to the Lender in accordance with this Clause 8. The undertakings in this Clause 8 shall remain in force during the Security Period.

8.1 Access

It will permit the Lender and such person or persons as the Lender shall nominate at all reasonable times and on reasonable notice, in writing, to enter on any part of the Secured Assets.

8.2 Repair

8.2.1 It shall keep the Secured Assets in reasonable repair and condition and decorative order (fair wear and tear excepted).

8.2.2 It shall repair any defect or damage to any of the Secured Assets promptly and if it fails to do so the Lender may, but shall not be obliged to, do so.

8.3 Planning

It shall not do or allow or omit to be done anything which may infringe or contravene the Planning Acts affecting the Secured Assets, nor make any application for the grant of planning permission within the meaning of the Planning Acts without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed).

8.4 Planning directions

8.4.1 Within 5 Business Days of receipt by it of any written notice or order ("Direction") served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of any part of the Secured Assets, it shall give full particulars of the Direction to the Lender and, if so reasonably requested by the Lender, produce the Direction or a copy of it to the Lender.

8.4.2 It shall advise the Lender of all steps taken or proposed to be taken by it from time to time to comply with the terms of the Direction.

8.4.3 It shall take all necessary steps to comply with the Direction.

8.4.4 It shall at the reasonable request of the Lender (but at the reasonable cost of the Chargor) make or join with the Lender in making such objections, representations against, appealing against or in respect of any proposal contained in the Direction as the Lender shall reasonably deem expedient in order to protect the Lender's interests.
8.5 Development

8.5.1 It shall not carry out any development (as defined in the Planning Acts) on any part of the Secured Assets without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed).

8.5.2 It shall not change the use of any part of the Secured Assets without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed).

8.5.3 Clause 8.5.1 above shall not apply to any development constituting Permitted Capex.

8.6 Deposit of title deeds

It shall deposit with the Lender all deeds and documents to title relating to the Secured Assets which are within its possession or control.

8.7 Outgoings

It will punctually pay and indemnify the Lender and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of the Secured Assets or any part of it or payable by the owner or occupier of it, except to the extent that the Chargor contends (acting reasonably) that such payments are not due or have been incorrectly charged.

8.8 Leases

8.8.1 Lease and covenant compliance

It shall:

(a) perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest or to which any of the Secured Assets is subject;

(b) properly perform (and indemnify the Lender and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of the Secured Assets.

8.8.2 No variation to lease

It shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) alter or vary or agree to alter or vary the terms of any lease it holds.
8.8.3 **No surrender or termination**

It shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) surrender or otherwise terminate any lease which it holds or terminate, irratate or accept a surrender of any lease, save for any Permitted Disposal.

8.8.4 **Lease or right to occupy**

It will not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

(a) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any of the Secured Assets; or

(b) grant any person any contractual licence or the right to occupy any of the Secured Assets or part with possession of it.

8.8.5 **Irritancy**

It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest, liable to irritancy or otherwise determinable.

8.9 **Insurance**

8.9.1 It shall comply with clause 25.25 (Insurance) of the Facilities Agreement.

8.9.2 It shall ensure that each policy of insurance shall contain a provision to the effect that the insurance shall not be invalidated as against the Lender for non-payment of any premium due without the insurer first giving to the Lender not less than 14 days' written notice.

8.9.3 If the Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Lender within 7 days of demand, the Lender may take out or renew such insurances in any sum which the Lender may reasonably think expedient and all monies expended and costs reasonably incurred by the Lender under this provision shall be for the account of the Chargor.

8.10 **Book and other debts**

8.10.1 It shall collect and realise all book debts in the ordinary course of trading as agent for the Lender and pay their proceeds into such accounts with such bank or banks as the Lender may from time to time direct in writing promptly.
on receipt. It shall hold all such proceeds on trust for the Lender pending payment of them into such accounts.

8.10.2 It shall not during the Security Period, set off, postpone or release any of its book debts or do or omit to do anything which may delay or prejudice the full recovery of its book debts without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed).

8.11 General

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by or under this Instrument.

9 POWER TO REMEDY

9.1 If the Chargor fails to comply with any of the undertakings set out in Clause 8 (Undertakings) it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on behalf of the Chargor as shall be necessary to ensure that it complies with those undertakings.

9.2 If the Chargor fails to perform any obligation or other covenant affecting the Secured Assets, the Chargor shall permit the Lender or its agents and contractors:

9.2.1 to enter on the Secured Assets;

9.2.2 to comply with or object to any notice served on the Chargor relating to the Secured Assets; and

9.2.3 to take any action the Lender may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

9.3 The Chargor shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability reasonably incurred by it in taking any of the steps referred to in this Clause 9.

10 ENFORCEMENT

10.1 In addition to any statutory provisions concerning enforceability or attachment, this Security shall become enforceable upon and the Lender’s powers of appointment and other rights and powers shall become exercisable at any time after the occurrence of an Event of Default which is continuing and the Lender may then (or as soon thereafter as permitted by law) by instrument in writing appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the
Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 10.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Lender shall be entitled so to appoint another person as Receiver in his place.

10.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Secured Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

10.2.1 implement and exercise all or any of the Chargor’s powers and/or rights and/or obligations under any contract or other agreement forming a part of the Secured Assets;

10.2.2 make any arrangement or compromise which he shall think expedient of or in respect of any claim by or against the Chargor;

10.2.3 promote or procure the formation of any new company or corporation;

10.2.4 subscribe for or acquire for cash or otherwise any share capital of such new company or corporation in the name of the Chargor and on its behalf and/or in the name(s) of a nominee(s) or trustee(s) for it;

10.2.5 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise the Secured Assets or any part thereof to any such new company or corporation and accept as consideration or part of the consideration therefor in the name of the Chargor and on its behalf and/or in the name(s) of any nominee(s) or trustee(s) for it, any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;

10.2.6 sell, assign, transfer, exchange, hire out, grant leases of or otherwise dispose of or realise on behalf of the Chargor any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;

10.2.7 convene an extraordinary general meeting of the Chargor;

10.2.8 acquire any property on behalf of the Chargor.
10.2.9 do all such other acts and things as he may consider necessary or desirable for protecting or realising the Secured Assets, or any part thereof, or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of or pursuant to this Instrument and exercise in relation to the Secured Assets, or any part thereof, all such powers and authorities and do all such things as he would be capable of exercising or doing if he were the absolute beneficial owner of the same and use the name of the Chargor for all and any of the purposes aforesaid, subject always to the rights of the Lender as holder of this Security.

10.3 To the extent that any of the Secured Assets constitutes “financial collateral” and this Instrument and the obligations of the Chargor hereunder constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the “Regulations”) the Lender shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Instrument shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

11 OFFICE OF RECEIVER

11.1 Any Receiver appointed under Clause 10 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Lender shall not incur any liability for those (either to the Chargor or any other person) by reason of the Lender making his appointment as such Receiver or for any other reason whatsoever.

11.2 Any Receiver appointed under Clause 10 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person
or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Obligations and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

12 APPLICATION OF ENFORCEMENT PROCEEDS

12.1 All monies received by the Lender or any Receiver under this Instrument shall be applied in accordance with the terms of the Intercreditor Deed.

12.2 The Lender and any Receiver may place any money received, recovered or realised pursuant to this Instrument in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

13 REMEDIES AND WAIVERS

13.1 No failure to exercise, nor any delay in exercising, on the part of the Lender or any Receiver, any right or remedy under this Instrument shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of the exercise of any other right or remedy. The rights and remedies provided in this Instrument are cumulative and not exclusive of any rights or remedies provided by law.

13.2 A waiver given or consent granted by the Lender under this Instrument will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

14 FURTHER ASSURANCE

14.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, assignations, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

14.1.1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Instrument or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Instrument or by law;

14.1.2 to confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Instrument; and/or
14.1.3 (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Instrument.

14.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Instrument.

14.3 Any document required to be executed by the Chargor under this Clause 14 will be prepared at the cost of the Chargor.

15 MANDATE AND ATTORNEY

Following the occurrence of an Event of Default which is continuing, the Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Instrument. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 15.

16 PROTECTION OF THIRD PARTIES

16.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, Receiver or others:

16.1.1 whether the Secured Obligations have become payable;

16.1.2 whether any power purported to be exercised has become exercisable;

16.1.3 whether any Secured Obligations or other monies remain outstanding;

16.1.4 how any monies paid to the Lender or to the Receiver shall be applied; or

16.1.5 the status, propriety or validity of the acts of the Receiver or Lender.

16.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

16.3 In Clauses 16.1 and 16.2, "purchaser" includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.
ADDITIONAL SECURITY

The Security created by or under this Instrument is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Lender.

SETLEMENTS CONDITIONAL

18.1 If the Lender (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Instrument, such amount shall not be considered to have been paid.

18.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

SUBSEQUENT SECURITY

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Lender, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

SET-OFF

The Lender may, set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

NOTICES

Any communication under this Instrument or any other Security or Finance Document created by or under this Instrument, shall be made and given in accordance with the terms of clause 32 (Notices) of the Facilities Agreement.

INVALIDITY

Clause 34 (Partial invalidity) of the Facilities Agreement shall apply to this Instrument as if set out here in full but so that references to the Finance Documents shall be construed as references to this Instrument and any Security created by or under it.
23 **ASSIGNMENT**

The Lender may assign or otherwise transfer all or any part of its rights under this Instrument or any Security created by or under it in accordance with the terms of the Finance Documents.

24 **RELEASES**

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, promptly take whatever action is necessary to release and reassign to the Chargor:

24.1.1 its rights arising under this Instrument;

24.1.2 the Secured Assets from the Security created by and under this Instrument,

and return all documents or deeds of title delivered to it under this Instrument.

25 **CURRENCY CLAUSES**

25.1 Clause 30.5 (Currency of account) of the Facilities Agreement shall apply to this Instrument as if set out here in full but so that references to the Finance Documents shall be construed as references to this Instrument and any Security created by or under it and references to the Obligors shall be construed as references to the Chargor.

25.2 If a payment is made to the Lender under this Instrument in a currency (Payment Currency) other than the currency in which it is expressed to be payable (Contractual Currency), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

26 **CERTIFICATES AND DETERMINATIONS**

Clause 33.2 (Certificates and determinations) of the Facilities Agreement shall apply to this Instrument as if set out here in full but so that references to the Finance Documents shall be construed as references to this Instrument and any Security created by or under it.

27 **INDEMNITY**

27.1 The Chargor shall promptly indemnify the Lender and every Receiver and Delegate (each an Indemnified Person) against any cost, loss or liability together with any associated VAT reasonably incurred by any of them as a result of:
27.1.1 the taking, holding, protection or enforcement of any Transaction Security Document;

27.1.2 the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by the Finance Documents, the Supporting Documents or by law; and

27.1.3 any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

27.2 The Chargor shall indemnify the Lender against any and all costs, losses, liabilities or expenses together with any associated VAT reasonably incurred by each Lender arising (directly or indirectly) out of or in connection with:

27.2.1 any breach or potential breach of or liability (whether civil and/or criminal) under any Environmental Law;

27.2.2 any responsibility on the part of the Lender in respect of any clean-up, repair or other corrective action; or

27.2.3 the business or any real property of any Obligor.

27.3 The Lender may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 27 and shall have a lien on the Transaction Security Documents and the proceeds of the enforcement of the Transaction Security Documents for all monies payable to it.

28 EXCLUSION OF LIABILITY

28.1 The Lender will not be liable for any action taken by it (or any omission to take action) under or in connection with any Supporting Document unless directly caused by its gross negligence or wilful misconduct.

28.2 Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

28.3 The Chargor may not take proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Supporting Document and any officer, employee or agent of the Lender may rely on this Clause 28.
29.1 **FEES, COSTS AND EXPENSES**

The Chargor shall promptly on demand pay the Lender the amount of all costs, fees and expenses (including legal fees) together with any associated VAT reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Instrument and each other Finance Documents and the Supporting Documents.

29.2 If the Chargor requests an amendment, waiver or consent of this Instrument or any other Finance Documents and the Supporting Documents, the Chargor shall, within 3 Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) together with any associated VAT reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with the request or requirement.

29.3 The Chargor shall, within 3 Business Days of demand, pay to the Lender the amount of all costs, fees and expenses (including legal fees) together with any associated VAT reasonably incurred by the Lender in connection with the enforcement of or the preservation of any rights under any Finance Documents and the Supporting Documents and proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security Document or enforcing these rights.

29.4 If the Chargor fails to pay any amount payable by it under this Instrument on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of interest provided for in clause 12.3 (Default interest) of the Facilities Agreement. Any interest accruing under this Clause 29.4 shall be immediately payable by the Chargor on demand by the Lender.

29.5 Default interest (if unpaid) arising on Unpaid Sums will be compounded with the overdue amount at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

30 **GOVERNING LAW**

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

31 **ENFORCEMENT**

31.1 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Instrument (including a dispute relating to the existence, validity or termination of this Instrument or any non-contractual obligation arising out of or in connection with this Instrument) (a “Dispute”).

31.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
31.1 This Clause 31 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

32 CONSENT TO REGISTRATION

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 16 pages are executed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of
the said WESTPOINT VETERINARY SERVICES (SOUTH EAST) LIMITED

at LEEDS

on 17/09/114

by PAUL CHRISTOPHER HAWKET
Print Full Name

Director

before this witness
C. SUTHER
Print Full Name

Witness

Address

DLA Piper UK LLP
Princes Exchange
Princes Square
Leeds LS1 4BY

Live: 29650083 v 1
THE LENDER

SUBSCRIBED for and on behalf of
the said HSBC BANK PLC

at LONDON

on 16/9/14

by James Perry
Print Full Name

before this witness

Randal Pringle
Print Full Name

Address

HSBC BANK PLC

8 Canada Square, London

E14 5HQ