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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

COLLATERAL ASSIGNMENT OF LEASE

(Unrecorded Lease)

ASSIGNOR: R. C. PROPERTIES V, LLC, a Colorado limited liability company

ASSIGNEE: U.S. BANK NATIONAL ASSOCIATION

[Legal Description located on Page 5 hereto]

Prepared by:

Keith Woods
Markus Williams Young & Zimmermann LLC
1700 Lincoln Street, Suite 4000
Denver, CO 80203
Ph. (303) 830-0800

Return recorded document to:

U.S. Bank National Association
950 17th Street, 8th Floor
Denver, Colorado 80203
Attention: Commercial Banking

Tax Statement:

Owner: R. C. Properties V, LLC, a
Colorado limited liability company

Address: P.O. Box 336580
Greeley, Colorado 80633

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is given the 15th day of April, 2013, by R. C. PROPERTIES V, LLC, a Colorado limited liability company, whose address is P.O. Box 336580, Greeley, Colorado 80633 ("Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, whose address is 950 17th Street, Denver, Colorado 80202 ("Assignee").

RECITALS

A. Assignor is the owner of the real property located at 1117 West Main, Manchester, Iowa 52057 and legally described as:

See Legal Description on Schedule A attached hereto and incorporated herein by this reference.

Such real property, together with all improvements now or hereafter located thereon and all appurtenances thereto, is referred to herein as the "Property".

B. Assignee has made available to Assignor and its co-borrowers, R.C. PROPERTIES IV, LLC, a Colorado limited liability company; R.C. PROPERTIES III, LLC, a Colorado limited liability company; R.C. PROPERTIES VI, LLC, a Colorado limited liability company; R.C. PROPERTIES VIII, LLC, a Colorado limited liability company; R.C. PROPERTIES IX, LLC, a Colorado limited liability company; R.C. PROPERTIES X, LLC, a Colorado limited liability company; R.C. PROPERTIES XI, LLC, a Colorado limited liability company; R.C. PROPERTIES XII, LLC, a Colorado limited liability company; R.C. PROPERTIES XIII, a Colorado limited liability company; and R.C. PROPERTIES XIV, LLC, a Colorado limited liability (collectively the "Borrowers"), a revolving credit line in the maximum principal amount of $11,700,000.00 (the "Credit Line") pursuant to that certain Revolving Credit Agreement dated April 15, 2013, (the "Agreement"). Borrowers have executed their promissory note (the "Note") dated April 15, 2013, payable to the order of Assignee in the original principal amount of $11,700,000.00 evidence of the indebtedness created by the Credit Line.

C. Assignor has entered into a lease of the Property to ANIMAL HEALTH INTERNATIONAL, INC., a Colorado Corporation ("Lessee"), dated December 1, 2011 (as such lease may be amended, extended, replaced or renewed, the "Lease"), the original of which is delivered to Assignee together with this Assignment.

ASSIGNMENT

NOW, THEREFORE, to induce Assignee to make the Credit Line available to Borrowers and as additional security for the payment and performance of all obligations of Borrowers to Assignee evidenced by or referred to in the Note and Agreement, whether now existing or subsequently incurred, Assignor hereby undertakes and agrees as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Lease as collateral security for Borrowers' obligations to Assignee. This Assignment shall remain in full force and effect as long as any of any Borrower's obligations under the Note and Agreement remain unperformed or executory, or any indebtedness evidenced thereby remains unpaid, but shall terminate and be of no further effect when Borrowers have fully performed all such obligations and the indebtedness evidenced thereby has been paid in full.

2. Assignee's Right of Possession. At any time after the occurrence of any default under the Note or Agreement, Assignee may, at its option and without any obligation to do so, enter and take possession of the Property and perform all acts necessary for the operation and maintenance thereof and the enforcement of all of Assignor's rights and remedies under the Lease in the same manner and to the same extent as Assignor could do the same things. The net income derived under the Lease, after payment of all proper costs and charges (including any loss or damage of the nature referred to in paragraph 4 hereof, and including reasonable attorneys' fees and other costs of collection) shall be applied to any sums then due Assignee under the Note and Agreement, in such order as Assignee may elect, but Assignee will in no event be accountable for any sums not actually received by Assignee pursuant to this Assignment.

3. Direction to Lessee. Assignor hereby irrevocably agrees and directs that the Lessee under the Lease shall, upon demand and notice from Assignee that Borrower is in default under the Note and Agreement, pay all rents, income and profits to Assignee, without liability on the part of Lessee for determining the validity or propriety of Assignee's notice of the existence of such default, and notwithstanding any claim by Assignor that Assignee's notice and demand is invalid or improper. Assignor will have no claim against Lessee for any rents or other sums paid by Lessee to Assignee.

4. Limitation on Assignee's Duties; Indemnification. Prior to Assignee's actual entry and taking possession of the Property, this Assignment shall not operate to place responsibility upon Assignee for the condition, safety, control, care, management, or repair of the Property. Nothing contained herein shall be construed to bind Assignee at any time to the performance of any of the terms or provisions in the Lease, or otherwise to impose any obligation on Assignee. Assignor agrees to indemnify and hold Assignee harmless from any and all claims, demands, liens, losses, costs, damages, expenses (including, without limitation, attorneys' fees and costs of litigation) and liabilities of any kind or character which Assignee may suffer or incur under the Lease or under or by reason of this Assignment, provided, however, that Assignor's indemnification does not extend to claims or demands which are attributable solely to Assignee's gross negligence or willful misconduct.

5. Waivers. No waiver by Assignee of any default by Assignor under this Assignment or by Borrower under the Note or Agreement or of any right to enforce this Assignment, nor any delay in or deferral of such enforcement, shall operate as a waiver of any other right or rights of Assignee under the Note or Agreement, under this Assignment, or provided by law, or as a waiver of the same default on any future occasions, or of the right to enforce this Assignment upon any future default. Any waiver must be set forth in writing, executed by Assignee, to be effective against Assignee.

6. Reassignment by Assignee. Assignee may assign all or part of Assignor's right, title, and interest in the Lease to any subsequent holder, owner, co-owner or participant of or in the Note and Agreement, or to any person who acquires title to the Property through foreclosure or otherwise.

7. Binding Effect. The provisions of this Assignment shall bind and benefit the parties hereto and their respective successors and permitted assigns.

8. Replacement Lease Assignment. This Collateral Assignment of Lease supersedes and replaces the Collateral Assignment of Lease dated March 15, 2012, given by Assignor to Assignee with respect to the Lease.

(The remainder of this page has intentionally been left blank.)

9. Applicable Law. This Assignment shall be construed in accordance with and enforced under the laws of the State of Colorado.

Signed and delivered as of the date first above written.

R. C. PROPERTIES V, LLC, a Colorado limited liability company

By: Robert C. Hummel
Robert C. Hummel, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Gorinner)

The foregoing instrument was acknowledged before me this 17th day of April, 2013, by Robert C. Hummel, as Manager of R. C. Properties V, LLC, a Colorado limited liability company, on behalf of said company.

My commission expires: 2.25.2014

Witness my hand and official seal.

Marcellyn M. McLain
Notary Public

NOTARY PUBLIC
MARCELLYN M. MCLAIN
STATE OF COLORADO

MY COMMISSION EXPIRES:
February 25, 2014

SCHEDULE A

That part of the South one-half (S1/2) of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at the Southwest corner of the Southeast Quarter (SE1/4) and running thence North 89° 59' East one thousand three hundred twenty (1320.0) feet along the South line of the Southeast quarter (SE1/4), then North 0° 50' 40" West eighty (80.0) feet to the point of beginning, then North 89° 59' East two hundred twenty eight (228.0) feet, thence North 0° 01' West Six hundred twenty seven (627.0) feet, thence North 88° 49' 30" West two hundred thirty seven and one-tenth (237.1) feet, then South 0° 50' 40" East six hundred thirty two (632.0) feet to the point of beginning.

ACKNOWLEDGMENT OF LEASE

This ACKNOWLEDGMENT OF LEASE is made by the undersigned, for the benefit of U.S. BANK NATIONAL ASSOCIATION, on the 15th day of April, 2013.

The undersigned hereby acknowledges that it has leased certain real property as Lessee from R.C. Properties V, LLC as Lessor pursuant to that certain Lease, a true copy of which is attached hereto. This is also to acknowledge that said Lessor is the Assignor under a certain Collateral Assignment of Lease made to U.S. Bank National Association a true and correct copy of which has been received by the undersigned.

ANIMAL HEALTH INTERNATIONAL, INC.,
a Colorado corporation

By: _____
Name: David R. Wagley
Title: Exec. VP Finance/CFO

VICKI BRADY
NOTARY
PUBLIC
STATE OF COLORADO

STATE OF Colorado)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by David Wagley as VP Finance CFO of Animal Health International, Inc., a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public for the State of Colorado
My commission expires: 10-14-2015