

632991/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

Laserform

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

You can use the WebFiling s
Please go to www.companies

WEDNESDAY

✓ **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
an instrument Use form MR08



A12

A40IP3JT

04/02/2015

#288

COMPANIES HOUSE

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. If 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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 6 0 7 9 3 0 ✓

Company name in full Boston Healthcare Limited ✓

3 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 Charge creation date

Charge creation date 3 0 0 1 2 0 1 5 ✓

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

Name Finance Yorkshire Equity L.P. ✓

(CRN LP013923)

Name

Name

Name

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

MR01**Particulars of a charge**

4	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 Brief description UK Trade Mark - UVistat (registration number:766454) in class 1 ✓ UK Trade Mark - DALIVIT (registration number:963476) in class 5 ✓ UK Trade Mark - UVISTAT-L (registration number:1358732) in class 3 ✓ For more details please refer to the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	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 <input checked="" type="checkbox"/> Yes ✓ <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 ✓ Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	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 <input checked="" type="checkbox"/> Yes ✓ <input type="checkbox"/> No	
8	Trustee statement ① 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X <i>Walker Morris LLP</i> X 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 Mark Appleby (NEO.20-39)

Company name Walker Morris LLP

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



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 NR 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7607930

Charge code: 0760 7930 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2015 and created by BOSTON HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015.

Given at Companies House, Cardiff on 9th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 30 JANUARY 2015

FINANCE YORKSHIRE EQUITY L.P.
acting through its general partner
FINANCE YORKSHIRE EQUITY GP LIMITED (1)

and

BOSTON HEALTHCARE LIMITED (2)

CHARGE OVER INTELLECTUAL PROPERTY

**WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT**

Walker Morris LLP

WALKER MORRIS LLP

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel 0113 2832500
Fax 0113 2459412
Ref TLB/PMC/NEO 20-39

CONTENTS

SECTION	HEADING	PAGE
1	INTERPRETATION	1
2	COVENANT TO PAY AND CHARGE	5
3	NEGATIVE PLEDGE	5
4	FURTHER ASSURANCE	6
5	FUTURE EXPLOITATION	6
6	INTELLECTUAL PROPERTY RIGHTS	7
7	INSURANCE	9
8	ENFORCEMENT	9
9	RIGHTS EXERCISABLE BY THE CHARGEES	10
10	RECEIVERS	11
11	PROTECTION OF THIRD PARTIES	12
12	NO LIABILITY AS MORTGAGEE IN POSSESSION	12
13	POWER OF ATTORNEY	12
14	CUMULATIVE AND CONTINUING SECURITY	12
15	AVOIDANCE OF PAYMENTS	13
16	SUSPENSE ACCOUNT	13
17	CHARGEES' RIGHT OF SET-OFF	13
18	INDEMNITIES	14
19	PAYMENTS AND WITHHOLDING TAXES	14
20	CERTIFICATE	15
21	ASSIGNMENT	15
22	REMEDIES, TIME OR INDULGENCE	15
23	NOTICES	15
24	THIRD PARTY RIGHTS	16
25	GOVERNING LAW AND JURISDICTION	16
	SCHEDULE 1 – SPECIFIED INTELLECTUAL PROPERTY	17
	SCHEDULE 2 - OTC PRODUCTS	19
	SCHEDULE 3 - EXCLUDED INTELLECTUAL PROPERTY	20

THIS DEED is made on 30 JANUARY 2015

BETWEEN

- (1) **FINANCE YORKSHIRE EQUITY L.P.** (registered number LP013923) whose registered office is at 1 Capitol Court, Capitol Business Park, Dodworth, Barnsley, S75 3TZ acting by its general partner Finance Yorkshire Equity GP Limited (registered number 07174427) whose registered office is at One London Wall, London, EC2Y 5AB (the **Chargee**), and
- (2) **BOSTON HEALTHCARE LIMITED** (Registered Number 07607930) whose registered office is at 6 Navigation Court, Calder Park, Wakefield, Yorkshire, WF2 7BJ (the **Chargor**).

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 In this Deed and the schedule the following words have the following meanings

Act means the Law of Property Act 1925,

Business Day means a day (other than a Saturday or Sunday) on which banks in London are open for the transaction of normal banking business,

Charged Property means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Chargee under this Deed,

Costs means all costs, charges or expenses of any kind including costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements,

Excluded Intellectual Property means the Intellectual Property specified in Schedule 3,

Exploitation Agreements means any agreements between the Chargor and a third party to exploit or utilise Intellectual Property (other than relating to the Excluded Intellectual Property and also bare licences granted to suppliers or manufacturers and distributors in connection with the manufacture distribution or sale of intellectual property for the benefit of the Chargor),

Facility Agreement means the loan agreement dated 21 October 2014 between (1) the Chargee, (2) the Chargor and (3) Steven Stocks, Colin Pollock Darroch, Hamish George Salmond and Nicholas John Jones,

Intellectual Property means in relation to the Chargor, all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), inventions, utility models, business names, trade names, brand names, domain name registrations, rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights,

Intellectual Property Rights means in relation to the Chargor, all and any of its Intellectual Property (save for the Excluded Intellectual Property) and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to clause 2,

Interest means interest at the rate charged by the Chargee to the Chargor from time to time,

LPC Charge means the charge granted by the Chargor in favour of LPC (Pharmaceuticals) Limited created 22 July 2011 and registered 6 August 2011 (assigned to LPC Medical (UK) Limited),

Marketing Authorisations means any licences granted by the Medicines and Healthcare Products Regulatory Agency authorising the holder thereof to procure, produce, warehouse, distribute and/or sell any of the products to which such authorisation relates,

OTC Products means the products specified in Schedule 2,

Permitted Encumbrance means (a) liens arising by operation of law in the ordinary course of trading and (b) any Security Interest arising by way of retention of title arising in the ordinary course of trading, but in either case not arising as a result of the Chargor's default,

Permitted Disposal means any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal for market value in the ordinary course of trading and any abandonment, cancellation or lapse of any obsolete Intellectual Property or of any Intellectual Property of nominal or nil value,

Prior Charges means the LPC Charge and a debenture granted by the Chargor in favour of Santander UK plc as security trustee ("Security Holder") for each group member created 22 May 2012 and registered 23 May 2012,

Receiver means any person appointed or to be appointed by the Chargee as receiver or receiver and manager of the Chargor pursuant to this Deed,

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Chargor to the Chargee under this Deed or under the Facility Agreement,

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;

Specified Intellectual Property means the Intellectual Property specified in Schedule 1, and

Security Period means the period beginning on the date of this Deed and ending on the date on which the Chargee is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and that no further Secured Liabilities are capable of arising

1 2 In this Deed, unless the context otherwise requires, references to

1 2 1 clause and schedule headings are included for ease of reference only;

1 2 2 words denoting the singular include the plural and vice versa,

1 2 3 words denoting one gender include each gender and all genders,

1 2 4 the word **including** shall be construed to mean **including without limitation**,

- 1 2 5 each of the provisions is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby,
- 1 2 6 persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality),
- 1 2.7 documents, instruments and agreements (including this Deed and any document referred to in this Deed) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time,
- 1 2 8 receivers are references to receivers of whatsoever nature including receivers and managers,
- 1 2 9 the terms the **Chargee** and the **Receiver** include, where the context so permits, references to any delegate of any such person,
- 1 2 10 clauses are references to clauses in this Deed unless the context otherwise requires,
- 1 2 11 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- 1.2.12 a time of day is a reference to London time, and
- 1 2 13 the expressions the **Chargor** and the **Chargee** shall unless the context otherwise requires include their respective successors or assigns whether immediate or derivative in relation to their respective interests, rights, entitlements and obligations in and under this Deed
- 1 3 This Deed and the security created by it shall be enforceable notwithstanding any change in the constitution of the Chargee or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person

2 COVENANT TO PAY AND CHARGE

The Chargor covenants to discharge on demand the Secured Liabilities as and when they become due and as a continuing security for such discharge and with full title guarantee charges to the Chargee by way of fixed charge

- 2 1 all of its right, title and interest in the Specified Intellectual Property;
- 2 2 all of its right, title and interest in the benefit of the Marketing Authorisations relating to the OTC Products,
- 2 3 all of its right, title and interest in any other Intellectual Property save for the Excluded Intellectual Property,
- 2 4 all of its right, title and interest in any other Intellectual Property save for the Excluded Intellectual Property that may be acquired by it or belong to it in the future;
- 2 5 the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property save for the Excluded Intellectual Property in any part of the world,
- 2 6 all its rights now or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- 2 7 all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in clauses 2 1 to 2 6 inclusive, and
- 2 8 all its body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by it and relating to its business, which is not in the public domain

For the avoidance of doubt, nothing in this Deed charges the Excluded Intellectual Property

3 NEGATIVE PLEDGE

The Chargor shall not without the prior written consent of the Chargee

- 3 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than the Prior Charges, any Permitted Encumbrance, any Security Interest granted in favour of the Chargee or as permitted in writing by the Chargee, or

- 3.2 sell, lease or otherwise dispose of the whole or any part of the Charged Property other than any Permitted Disposal

4 FURTHER ASSURANCE

- 4 1 For the avoidance of doubt, if there is an inconsistency between any of the provisions of this Deed and the provisions of the Prior Charges the provisions of the Prior Charges shall prevail

- 4 2 The Chargor shall notify the Chargee as soon as practicable upon the LPC Charge becoming satisfied or released

- 4 3 The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) at the reasonable request of the Chargee to

4 3 1 perfect or protect the security intended to be created by this Deed over the Charged Property (or any part of it), and

4 3 2 facilitate the realisation of the Charged Property (or any part of it) or the exercise of any right, power or discretion exercisable by the Chargee in respect of the Charged Property (or any part of it),

including the execution and delivery of all deeds, instruments, documents, acts and things in such form as the Chargee may from time to time reasonably require and the giving of any notice, order or direction and the making of any registration, which in any such case, the Chargee may reasonably require

5 FUTURE EXPLOITATION

Without prejudice to the terms of any Exploitation Agreements in existence at the date hereof the Chargor may enter into Exploitation Agreements of the Intellectual Property provided that

- 5 1 such Exploitation Agreements are made on an arm's length basis on the best reasonably obtainable commercial terms,

- 5 2 such Exploitation Agreements are not transferable,

- 5 3 any new Exploitation Agreements entered into after the date hereof shall if reasonably required by the Chargee and subject to the terms of the Prior Charges contain terms to protect the rights of the Chargee (under this Deed) including rights of termination, and

5.4 there has occurred no breach or non-performance by the Chargor of any of the warranties and undertakings in this Deed.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Positive covenants

The Chargor covenants that it

6.1.1 Consents

has obtained any required consents for the creation of a fixed charge over the Intellectual Property Rights;

6.1.2 Filings and registrations

shall, at the request of the Chargee, promptly file and register this Deed in or with such patent, trade mark or other intellectual property register(s) or authorities as may be available for the purpose (in the UK or elsewhere), and

6.1.3 Authorisations

without prejudice to the Chargor's obligations under clause 6.1.2 above, shall, and hereby irrevocably authorises the Chargee to, in the event that the Chargor fails to do so (on the request of the Chargee), effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Chargor as shall, in the reasonable opinion of the Chargee, be necessary or prudent to protect the Chargee's interest in relation to the Intellectual Property Rights or to protect or maintain the Intellectual Property Rights or any of them, and the Chargor hereby appoints the Chargee as its authorised agent to make any such filings, registrations or renewals referred to in clause 6.1.2 at the UK Intellectual Property Office or otherwise as the Chargee acting reasonably shall see fit (but this shall not affect the Chargor's obligations to do those things)

6.2 Negative covenants

The Chargor shall not, without the prior written consent of the Chargee and subject to clause 5 (Exploitation Agreements)

6.2.1 No disposals etc

sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights other than any Permitted Disposal,

6.2.2 Contracts

enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,

6.2.3 Trade marks

materially amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered,

6.2.4 Patents

materially amend the specification or drawings referred to in any granted patent, or

6.2.5 Chargee's name

use the Chargee's name in or join the Chargee into any proceedings relating to infringement or ownership of any Intellectual Property Rights

6.3 Representations and warranties

6.3.1 The Chargor represents and warrants that

- (a) it has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed,

- (b) this Deed constitutes legal, valid, binding and enforceable obligations on it and is an effective and enforceable security over the Charged Property and every part of it (save to the extent that this Deed is not filed and registered at the patent, trade mark or other intellectual property register(s) or authorities as may be available for the purpose (in the UK or elsewhere) unless a request for such filing and registration is made by the Chargee pursuant to clauses 4.3.1 or 6.1.2), and
- (c) all necessary authorisations to enable and entitle it to enter into this Deed have been obtained and are in full force and effect and will remain in such force and effect at all times during the Security Period

6.3.2 The representations and warranties set out in this clause 6.3 are made on the date of this Deed and are deemed to be repeated by the Chargor daily throughout the Security Period with references to the facts and circumstances then existing

7 INSURANCE

The Chargor shall, subject to the terms of the Prior Charges, apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if an Event of Default (as defined in the Facility Agreement) has occurred and is continuing and the Chargee so requires in its sole discretion, towards discharge of the Secured Liabilities. The Chargor shall, subject to the terms of the Prior Charges, ensure that all such monies which are not paid directly by the insurers to the Chargee shall be held by the recipient upon trust for the Chargee and be applied by the Chargor in accordance with this clause

8 ENFORCEMENT

8.1 This Deed will become enforceable when:

8.1.1 an Event of Default (as defined in the Facility Agreement) occurs;

8.1.2 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Deed,

8 1 3 the Chargor is in breach of any of its obligations under this Deed and the breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee within 14 days' notice by the Chargee to the Chargor to remedy the breach, or

8 1 4 the Chargor so requests the Chargee in writing (whether or not the Chargee has entered into or taken possession of the Charged Property) to appoint any person or persons (including a manager or officer of the Chargee) to be a Receiver over the whole or any part of its assets

8 2 The Chargor waives any right it may have of requiring the Chargee to

8 2 1 enforce any security or other right, or

8 2 2 claim any payment from or otherwise proceed against any other person,

before enforcing this charge against the Chargor

9 RIGHTS EXERCISABLE BY THE CHARGEЕ

9 1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Act (Powers incident to estate or interest of mortgagee), the Secured Liabilities will be deemed to have become due when the security created by this Deed becomes enforceable and section 103 of the Act (Regulation of exercise of power of sale) and section 93 of the Act (Restriction on consolidation of mortgages) will not apply

9 2 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Chargee may in its absolute discretion think fit. The Chargee is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Act

10 RECEIVERS

- 10 1 The Chargee may at any time after the security created by this Deed becomes enforceable (whether or not the Chargee has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or officer of Chargee) to be a Receiver upon such terms as to remuneration and otherwise as the Chargee may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Receiver so appointed shall be the agent of the Chargor for all purposes
- 10 2 A Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in schedule 1 to the Insolvency Act 1986 and all other powers from time to time conferred on Receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property
- 10 3 Where more than one Receiver is appointed, each Receiver has the power to act jointly and severally unless the Chargee specifies otherwise in the appointment of such Receiver
- 10 4 The Chargee may exercise all powers granted to Receivers by this Deed, whether as attorney for the Chargor or otherwise
- 10 5 The powers of the Receiver set out in this clause 10 are in addition to, and without prejudice to, all statutory and other powers of the Chargee as provided in clause 9 (Rights exercisable by the Chargee) or otherwise and so that, inter alia, such powers are and remain exercisable by the Chargee in respect of that part of the Charged Property in respect of which no appointment is made of a Receiver
- 10 6 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Act (Appointment, powers, remuneration and duties of receiver)
- 10 7 Section 109 of the Act (Appointment, powers, remuneration and duties of receiver) shall not apply to this Deed

11 PROTECTION OF THIRD PARTIES

No person (including any purchaser, mortgagor or mortgagee) dealing with the Chargee shall be concerned to enquire

- 11 1 whether all or some part of the Secured Liabilities has become due, or
- 11 2 whether a demand for such Secured Liabilities has been duly made, or
- 11 3 whether any power which the Chargee or Receiver is purporting to exercise has become exercisable, or
- 11 4 whether any money remains due to Chargee, or
- 11 5 how any money paid to the Chargee or Receiver is to be applied

12 NO LIABILITY AS MORTGAGEE IN POSSESSION

The Chargee or the Receiver will not by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Chargee or Receiver arising under this Deed, nor for any act, default, neglect, or misconduct of any nature whatsoever

13 POWER OF ATTORNEY

The Chargor irrevocably appoints, by way of security the Chargee, each person deriving title from the Chargee or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Chargor is, or may become, obliged to do pursuant to this Deed. The Chargor ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this clause

14 CUMULATIVE AND CONTINUING SECURITY

- 14 1 This Deed is a continuing security to the Chargee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.
- 14 2 The security constituted by this Deed is in addition to and is not in any way prejudiced by any rights whatsoever which the Chargee may have in respect of the Secured Liabilities including any rights arising under any other Security Interest

15 AVOIDANCE OF PAYMENTS

15 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including the Insolvency Act 1986, and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment, prejudices or affects the rights of the Chargee

15 1 1 to recover any monies from the Chargor (including any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation, penalisation of companies and company officers, investigations and prosecutions) of the Insolvency Act 1986 and any Costs payable by it incurred in connection with such process), or

15 1 2 to enforce the security constituted by this Deed to the full extent of the Secured Liabilities,

15 2 The Chargee may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Chargee

15 3 If at any time within the period referred to in clause 15 2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Chargor, or (ii) any arrangement with the creditors of the Chargor, the Chargee may retain the whole or any part of the security constituted by this Deed for such further period as the Chargee may in its discretion think fit (acting reasonably) Such security will be deemed to have been held and remained held by the Chargee as security for the payment to the Chargee of the Secured Liabilities.

16 SUSPENSE ACCOUNT

The Chargee may hold in a suspense or personal account on whatever terms the Chargee may think fit all monies received, recovered or realised by the Chargee pursuant to this Deed until the Secured Liabilities have been irrevocably paid in full

17 CHARGEES RIGHT OF SET-OFF

If the Chargee has more than one account for the Chargor on its books, the Chargee may at any time after the security constituted by this Deed has become enforceable or the Chargee has

received notice of any Security Interest affecting any part of the Charged Property transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Chargee shall notify the Chargor of the transfer once made.

18 INDEMNITIES

18.1 General

The Chargor agrees to indemnify the Chargee and any Receiver on demand against all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise now or hereafter properly incurred by it or him or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Chargor of any of its covenants or other obligations under this Deed, save for any losses, actions, claims, expenses, demands or liabilities which results from such party's gross negligence or wilful misconduct

18.2 Taxes

The Chargor agrees to indemnify the Chargee and any Receiver on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this Deed or in consequence of any payment made pursuant to this Deed being impeached or declared void for any reason whatsoever

19 PAYMENTS AND WITHHOLDING TAXES

The Chargor shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Chargor and Chargee, except to the extent that the Chargor is required by law to deduct or withhold any amounts payable under this Deed, in which case it shall pay to the Chargee an additional amount sufficient to ensure that the net amount received by the Chargee after the required deduction or withholding (including any required deduction or withholding on the additional amount) be equal to the amount that the Chargee would have received had no deduction or withholding being made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest

20 CERTIFICATE

The certificate of the Chargee as to any amount claimed under this Deed shall be conclusive evidence of the amount due in the absence of manifest error or fraud.

21 ASSIGNMENT

The Chargor may not assign, transfer, novate or dispose of any of its rights and obligations under this Deed.

22 REMEDIES, TIME OR INDULGENCE

22 1 The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any powers and remedies provided by law

22 2 No failure on the part of the Chargee to exercise, or delay on the part of the Chargee in exercising any of the rights, powers and remedies provided by this Deed or by law shall operate as a waiver thereof, nor shall any single or partial waiver preclude any further or other exercise of any such rights, powers and remedies

23 NOTICES

23 1 Each party may give any notice, demand or other communication under or in connection with this Deed by letter, facsimile or comparable means of communication (but not by email) addressed to the Chargor at its registered office and to the Chargee at its registered office. Any such communication will be deemed to be given as follows

23.1 1 if personally delivered, at the time of delivery,

23 1 2 if by letter, two clear Business Days following the day of posting (or in the case of airmail, seven clear days after the day of posting), and

23 1 3 if by facsimile transmission or comparable means of communication during the business hours of Chargee then on the day of transmission, otherwise on the next following Business Day

23 2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication that a confirming hard copy was provided promptly after transmission

24 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including any right or remedy arising by virtue of an assignment of the benefit of this Deed or any part of this Deed which is permitted in accordance with its terms)

25 GOVERNING LAW AND JURISDICTION



25 1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law



25 2 The parties submit to the non-exclusive jurisdiction of the Supreme Court of England but without prejudice to the right of the Chargee to pursue its remedies in any other jurisdiction it thinks fit

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed and the parties to this Deed intend that it takes effect as a deed notwithstanding the fact that Chargee may only execute this Deed under hand, or not at all

SCHEDULE 1 – SPECIFIED INTELLECTUAL PROPERTY

Part A - Trade Marks

Country	Mark	Classes	App. no.	App. date	Reg. No.	Reg. date	Status	Renewal date
Australia (Int.)	UVISTAT	3	1485228	10/01/2012	1485228	03/09/2012	Registered	10/01/2022
Brazil	UVISTAT	3	840013515	01/02/2012			Pending	
Canada	UVISTAT	Not applicable	1557910	23/12/2011	TMA866,736	05/12/2013	Registered	05/12/2028
European Community	DALIVIT	5	10519346	22/12/2011	10519346	15/08/2014	Registered	31/12/2021
European Community (Int.)	UVISTAT	3,5	1111700	10/01/2012	1111700	10/01/2012	Registered	10/01/2022
Mexico	UVISTAT	3	1239762	06/01/2012	1289104	06/01/2012	Registered	06/01/2022
United Kingdom	UVistat	1	766454	12/06/1957	766454	12/06/1957	Registered	12/06/2016
United Kingdom	DALIVIT	5	963476	06/08/1970	963476	06/08/1970	Registered	06/08/2015
United Kingdom		3	1352496	18/07/1988	1352496	12/07/1996	Registered	18/07/2015
United Kingdom		5	1352497	18/07/1988	1352497	12/07/1996	Registered	18/07/2015
United Kingdom	UVISTAT-L	3	1358732	23/09/1988	1358732	29/05/1992	Registered	23/09/2015
United Kingdom	BABYSUN	3,5	1410578	14/06/1989	1410578	17/01/1992	Registered	14/06/2016
United Kingdom	ZITA	5	1479898	17/10/1991	1479898	27/06/1997	Registered	17/10/2018
United Kingdom	UVISTAT COMBI	3,5	2023407	08/06/1995	2023407	15/03/1996	Registered	08/06/2015
United Kingdom	UVISTAT ULTRA	3,5	2024310	19/06/1995	2024310	06/12/1996	Registered	19/06/2015

United Kingdom	UVISTAT ALL DAY	3,5	2025196	27/06/1995	2025196	13/12/1996	Registered	27/06/2015
United Kingdom	 UVISTAT	3,5	2038839	28/09/1995	2038839	31/05/1996	Registered	28/09/2015
United Kingdom	UVISTAT SPORT	3,5	2117229	02/12/1996	2117229	27/06/1997	Registered	02/12/2016
United Kingdom		3,5	2117821	05/12/1996	2117821	11/07/1997	Registered	05/12/2016
United Kingdom	UVISTAT	3,5,9,25,28,32	2127562	24/03/1997	2127562	26/09/1997	Registered	24/03/2017
United Kingdom	UVISTAT SUNSPRAY (series of 2)	3,5	2127558	24/03/1997	2127558	26/09/1997	Registered	24/03/2017
United Kingdom	Angitak	5	2154739	02/01/1998	2154739	24/07/1998	Registered	02/01/2018
United Kingdom	HEMOCANE	5	2341842	27/08/2003	2341842	15/04/2005	Registered	27/08/2023
United Kingdom	UVISPORT	5	2424333A	13/06/2006	2424333A	23/11/2007	Registered	13/06/2016
United Kingdom	RICHMOND	3	2550441	15/06/2010	2550441	29/10/2010	Registered	15/06/2020
United Kingdom	PSORIN	5	2550438	15/06/2010	2550438	15/10/2010	Registered	15/06/2020
United Kingdom	CEPTON	5	2550440	15/06/2010	2550440	17/09/2010	Registered	15/06/2020
United States of America(Int)	UVISTAT	3	79/111137	10/01/2012	4,223,906	16/10/2012	Registered	10/01/2022

Part B – Domain Name

www.uvistat.com

SCHEDULE 2 - OTC PRODUCTS

Product Description	Pack Size	Licence Number
BENZOYL PEROXIDE GEL 10% Note generic	40G	19348/0097
BENZOYL PEROXIDE GEL 5% Note generic	40G	19348/0097
CEPTON CLEAR GEL	30G	19348/0081
CEPTON MEDICATED SKN WSH	150ML	19348/0079
DALIVIT MULTIVITAMIN DROPS	25ML	19348/0074
DALIVIT MULTIVITAMIN DROPS	50ML	19348/0074
HEMOCANE CRM	25G	19348/0076
PSORIN OINT	50G	19348/0020
RICHMOND ANTISEPTIC CRM	50G	19348/0086
LPC Multivitamin Drops	25ML	19348/0135
LPC Multivitamin Drops	50ML	19348/1035
UVISTAT LIPSCREEN SPF 50	5G	na
UVISTAT SUN CREAM SPF 30	125ML	na
UVISTAT SUN CREAM SPF 50	125ML	na
UVISTAT SUN LOTION 7 5G SPF 30	10 SACHET	na
UVISTAT SUN LOTION 7 5G SPF 30	100 SACHE	na
UVISTAT SUN CREAM SPF50 KIDS	125ML	na
UVISTAT SPF50 LIPSCREEN KIDS	5G	na

SCHEDULE 3 - EXCLUDED INTELLECTUAL PROPERTY

Trade Marks

Country	Mark	Classes	App. no.	App. date	Reg. No.	Reg. date	Status	Renewal date
Guernsey	HILL'S	5	GGGT4566	21/07/1994	GGGT4566	27/07/1999	Registered	21/07/2021
Jersey	HILL'S	5	7625	21/07/1994	7625	09/07/1999	Registered	21/07/2021
United Kingdom	HILL'S	5	1578950	21/07/1994	1578950	17/07/1998	Registered	21/07/2021
United Kingdom	HILL'S BALSAM IN 1	25	2133668	23/05/1997	2133668	30/10/1998	Registered	23/05/2017
United Kingdom	RANZAC	5	2159806	04/03/1998	2159806	09/10/1998	Registered	04/03/2018
United Kingdom	HILL'S BALSAM	5	3045100	04/03/2014	3045100	27/06/2014	Registered	04/03/2024

EXECUTED and DELIVERED as a DEED)
for and on behalf of) Director
THE CHARGOR by two directors or by one)
director and the company secretary or by) Director/Secretary
one director in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

EXECUTED and DELIVERED as a DEED)
for and on behalf of) Director
THE CHARGE, FINANCE YORKSHIRE)
EQUITY L.P. acting by its general partner)
Finance Yorkshire Equity GP Limited acting)
by two directors or by one director and the)
company secretary or by) Director/Secretary
one director in the presence of)

Witness signature.

Witness name MAURICE DISASI

Witness address

Witness occupation

DATED 30 JANUARY 2015

FINANCE YORKSHIRE EQUITY L.P.
acting through its general partner
FINANCE YORKSHIRE EQUITY GP LIMITED (1)

and

BOSTON HEALTHCARE LIMITED (2)

CHARGE OVER INTELLECTUAL PROPERTY

**I/WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT**

Walker Morris LLP
WALKER MORRIS LLP

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel 0113 2832500
Fax 0113 2459412
Ref TLB/PMC/NEO 20-39

CONTENTS

SECTION	HEADING	PAGE
1	INTERPRETATION	1
2	COVENANT TO PAY AND CHARGE	5
3	NEGATIVE PLEDGE	5
4	FURTHER ASSURANCE	6
5	FUTURE EXPLOITATION	6
6	INTELLECTUAL PROPERTY RIGHTS	7
7	INSURANCE	9
8	ENFORCEMENT	9
9	RIGHTS EXERCISABLE BY THE CHARGEES	10
10	RECEIVERS	11
11	PROTECTION OF THIRD PARTIES	12
12	NO LIABILITY AS MORTGAGEE IN POSSESSION	12
13	POWER OF ATTORNEY	12
14	CUMULATIVE AND CONTINUING SECURITY	12
15	AVOIDANCE OF PAYMENTS	13
16	SUSPENSE ACCOUNT	13
17	CHARGEES RIGHT OF SET-OFF	13
18	INDEMNITIES	14
19	PAYMENTS AND WITHHOLDING TAXES	14
20	CERTIFICATE	15
21	ASSIGNMENT	15
22	REMEDIES, TIME OR INDULGENCE	15
23	NOTICES	15
24	THIRD PARTY RIGHTS	16
25	GOVERNING LAW AND JURISDICTION	16
	SCHEDULE 1 – SPECIFIED INTELLECTUAL PROPERTY	17
	SCHEDULE 2 - OTC PRODUCTS	19
	SCHEDULE 3 - EXCLUDED INTELLECTUAL PROPERTY	20

THIS DEED is made on 30 January 2015

BETWEEN

- (1) **FINANCE YORKSHIRE EQUITY L.P.** (registered number LP013923) whose registered office is at 1 Capitol Court, Capitol Business Park, Dodworth, Barnsley, S75 3TZ acting by its general partner Finance Yorkshire Equity GP Limited (registered number 07174427) whose registered office is at One London Wall, London, EC2Y 5AB (the **Chargee**); and
- (2) **BOSTON HEALTHCARE LIMITED** (Registered Number 07607930) whose registered office is at 6 Navigation Court, Calder Park, Wakefield, Yorkshire, WF2 7BJ (the **Chargor**)

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 In this Deed and the schedule the following words have the following meanings

Act means the Law of Property Act 1925,

Business Day means a day (other than a Saturday or Sunday) on which banks in London are open for the transaction of normal banking business,

Charged Property means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Chargee under this Deed,

Costs means all costs, charges or expenses of any kind including costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements,

Excluded Intellectual Property means the Intellectual Property specified in Schedule 3,

Exploitation Agreements means any agreements between the Chargor and a third party to exploit or utilise Intellectual Property (other than relating to the Excluded Intellectual Property and also bare licences granted to suppliers or manufacturers and distributors in connection with the manufacture distribution or sale of intellectual property for the benefit of the Chargor),

Facility Agreement means the loan agreement dated 21 October 2014 between (1) the Chargee, (2) the Chargor and (3) Steven Stocks, Colin Pollock Darroch, Hamish George Salmond and Nicholas John Jones,

Intellectual Property means in relation to the Chargor, all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), inventions, utility models, business names, trade names, brand names, domain name registrations, rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights,

Intellectual Property Rights means in relation to the Chargor, all and any of its Intellectual Property (save for the Excluded Intellectual Property) and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to clause 2,

Interest means interest at the rate charged by the Chargee to the Chargor from time to time,

LPC Charge means the charge granted by the Chargor in favour of LPC (Pharmaceuticals) Limited created 22 July 2011 and registered 6 August 2011 (assigned to LPC Medical (UK) Limited),

Marketing Authorisations means any licences granted by the Medicines and Healthcare Products Regulatory Agency authorising the holder thereof to procure, produce, warehouse, distribute and/or sell any of the products to which such authorisation relates,

OTC Products means the products specified in Schedule 2,

Permitted Encumbrance means (a) liens arising by operation of law in the ordinary course of trading and (b) any Security Interest arising by way of retention of title arising in the ordinary course of trading, but in either case not arising as a result of the Chargor's default,

Permitted Disposal means any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal for market value in the ordinary course of trading and any abandonment, cancellation or lapse of any obsolete Intellectual Property or of any Intellectual Property of nominal or nil value,

Prior Charges means the LPC Charge and a debenture granted by the Chargor in favour of Santander UK plc as security trustee ("Security Holder") for each group member created 22 May 2012 and registered 23 May 2012,

Receiver means any person appointed or to be appointed by the Chargee as receiver or receiver and manager of the Chargor pursuant to this Deed,

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Chargor to the Chargee under this Deed or under the Facility Agreement,

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security,

Specified Intellectual Property means the Intellectual Property specified in Schedule 1, and

Security Period means the period beginning on the date of this Deed and ending on the date on which the Chargee is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and that no further Secured Liabilities are capable of arising

- 1 2 In this Deed, unless the context otherwise requires, references to
- 1 2 1 clause and schedule headings are included for ease of reference only,
- 1 2 2 words denoting the singular include the plural and vice versa,
- 1 2 3 words denoting one gender include each gender and all genders,
- 1 2 4 the word **including** shall be construed to mean **including without limitation**,

- 1 2 5 each of the provisions is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby,
- 1 2 6 persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality),
- 1 2 7 documents, instruments and agreements (including this Deed and any document referred to in this Deed) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time,
- 1 2 8 receivers are references to receivers of whatsoever nature including receivers and managers,
- 1 2 9 the terms the **Chargee** and the **Receiver** include, where the context so permits, references to any delegate of any such person,
- 1 2 10 clauses are references to clauses in this Deed unless the context otherwise requires,
- 1 2 11 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- 1 2 12 a time of day is a reference to London time, and
- 1 2 13 the expressions the **Chargor** and the **Chargee** shall unless the context otherwise requires include their respective successors or assigns whether immediate or derivative in relation to their respective interests, rights, entitlements and obligations in and under this Deed
- 1 3 This Deed and the security created by it shall be enforceable notwithstanding any change in the constitution of the Chargee or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person

2 COVENANT TO PAY AND CHARGE

The Chargor covenants to discharge on demand the Secured Liabilities as and when they become due and as a continuing security for such discharge and with full title guarantee charges to the Chargee by way of fixed charge

- 2.1 all of its right, title and interest in the Specified Intellectual Property,
- 2.2 all of its right, title and interest in the benefit of the Marketing Authorisations relating to the OTC Products,
- 2.3 all of its right, title and interest in any other Intellectual Property save for the Excluded Intellectual Property,
- 2.4 all of its right, title and interest in any other Intellectual Property save for the Excluded Intellectual Property that may be acquired by it or belong to it in the future;
- 2.5 the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property save for the Excluded Intellectual Property in any part of the world,
- 2.6 all its rights now or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- 2.7 all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in clauses 2.1 to 2.6 inclusive, and
- 2.8 all its body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by it and relating to its business, which is not in the public domain.

For the avoidance of doubt, nothing in this Deed charges the Excluded Intellectual Property

3 NEGATIVE PLEDGE

The Chargor shall not without the prior written consent of the Chargee.

- 3.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than the Prior Charges, any Permitted Encumbrance, any Security Interest granted in favour of the Chargee or as permitted in writing by the Chargee, or

- 3 2 sell, lease or otherwise dispose of the whole or any part of the Charged Property other than any Permitted Disposal.

4 FURTHER ASSURANCE

- 4 1 For the avoidance of doubt, if there is an inconsistency between any of the provisions of this Deed and the provisions of the Prior Charges the provisions of the Prior Charges shall prevail

- 4 2 The Chargor shall notify the Chargee as soon as practicable upon the LPC Charge becoming satisfied or released

- 4 3 The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) at the reasonable request of the Chargee to

- 4 3 1 perfect or protect the security intended to be created by this Deed over the Charged Property (or any part of it); and

- 4 3 2 facilitate the realisation of the Charged Property (or any part of it) or the exercise of any right, power or discretion exercisable by the Chargee in respect of the Charged Property (or any part of it),

including the execution and delivery of all deeds, instruments, documents, acts and things in such form as the Chargee may from time to time reasonably require and the giving of any notice, order or direction and the making of any registration, which in any such case, the Chargee may reasonably require

5 FUTURE EXPLOITATION

Without prejudice to the terms of any Exploitation Agreements in existence at the date hereof the Chargor may enter into Exploitation Agreements of the Intellectual Property provided that

- 5 1 such Exploitation Agreements are made on an arm's length basis on the best reasonably obtainable commercial terms,

- 5 2 such Exploitation Agreements are not transferable;

- 5 3 any new Exploitation Agreements entered into after the date hereof shall if reasonably required by the Chargee and subject to the terms of the Prior Charges contain terms to protect the rights of the Chargee (under this Deed) including rights of termination, and

5 4 there has occurred no breach or non-performance by the Chargor of any of the warranties and undertakings in this Deed

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Positive covenants

The Chargor covenants that it

6.1.1 Consents

has obtained any required consents for the creation of a fixed charge over the Intellectual Property Rights,

6.1.2 Filings and registrations

shall, at the request of the Chargee, promptly file and register this Deed in or with such patent, trade mark or other intellectual property register(s) or authorities as may be available for the purpose (in the UK or elsewhere), and

6.1.3 Authorisations

without prejudice to the Chargor's obligations under clause 6 1 2 above, shall, and hereby irrevocably authorises the Chargee to, in the event that the Chargor fails to do so (on the request of the Chargee), effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Chargor as shall, in the reasonable opinion of the Chargee, be necessary or prudent to protect the Chargee's interest in relation to the Intellectual Property Rights or to protect or maintain the Intellectual Property Rights or any of them, and the Chargor hereby appoints the Chargee as its authorised agent to make any such filings, registrations or renewals referred to in clause 6 1 2 at the UK Intellectual Property Office or otherwise as the Chargee acting reasonably shall see fit (but this shall not affect the Chargor's obligations to do those things)

6.2 Negative covenants

The Chargor shall not, without the prior written consent of the Chargee and subject to clause 5 (Exploitation Agreements)

6 2 1 No disposals etc

sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights other than any Permitted Disposal,

6.2.2 Contracts

enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,

6.2.3 Trade marks

materially amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered,

6.2.4 Patents

materially amend the specification or drawings referred to in any granted patent, or

6.2.5 Chargee's name

use the Chargee's name in or join the Chargee into any proceedings relating to infringement or ownership of any Intellectual Property Rights

6.3 Representations and warranties

6.3.1 The Chargor represents and warrants that

- (a) it has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed,

- (b) this Deed constitutes legal, valid, binding and enforceable obligations on it and is an effective and enforceable security over the Charged Property and every part of it (save to the extent that this Deed is not filed and registered at the patent, trade mark or other intellectual property register(s) or authorities as may be available for the purpose (in the UK or elsewhere) unless a request for such filing and registration is made by the Chargee pursuant to clauses 4.3.1 or 6.1.2), and
- (c) all necessary authorisations to enable and entitle it to enter into this Deed have been obtained and are in full force and effect and will remain in such force and effect at all times during the Security Period

6.3.2 The representations and warranties set out in this clause 6.3 are made on the date of this Deed and are deemed to be repeated by the Chargor daily throughout the Security Period with references to the facts and circumstances then existing

7 INSURANCE

The Chargor shall, subject to the terms of the Prior Charges, apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if an Event of Default (as defined in the Facility Agreement) has occurred and is continuing and the Chargee so requires in its sole discretion, towards discharge of the Secured Liabilities. The Chargor shall, subject to the terms of the Prior Charges, ensure that all such monies which are not paid directly by the insurers to the Chargee shall be held by the recipient upon trust for the Chargee and be applied by the Chargor in accordance with this clause

8 ENFORCEMENT

8.1 This Deed will become enforceable when

- 8.1.1 an Event of Default (as defined in the Facility Agreement) occurs,
- 8.1.2 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Deed,

8 1 3 the Chargor is in breach of any of its obligations under this Deed and the breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee within 14 days' notice by the Chargee to the Chargor to remedy the breach; or

8 1 4 the Chargor so requests the Chargee in writing (whether or not the Chargee has entered into or taken possession of the Charged Property) to appoint any person or persons (including a manager or officer of the Chargee) to be a Receiver over the whole or any part of its assets

8 2 The Chargor waives any right it may have of requiring the Chargee to

8 2 1 enforce any security or other right, or

8 2 2 claim any payment from or otherwise proceed against any other person,

before enforcing this charge against the Chargor.

9 RIGHTS EXERCISABLE BY THE CHARGEЕ

9 1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Act (Powers incident to estate or interest of mortgagee), the Secured Liabilities will be deemed to have become due when the security created by this Deed becomes enforceable and section 103 of the Act (Regulation of exercise of power of sale) and section 93 of the Act (Restriction on consolidation of mortgages) will not apply

9 2 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Chargee may in its absolute discretion think fit The Chargee is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Act

10 RECEIVERS

- 10 1 The Chargee may at any time after the security created by this Deed becomes enforceable (whether or not the Chargee has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or officer of Chargee) to be a Receiver upon such terms as to remuneration and otherwise as the Chargee may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Receiver so appointed shall be the agent of the Chargor for all purposes
- 10 2 A Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in schedule 1 to the Insolvency Act 1986 and all other powers from time to time conferred on Receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property
- 10 3 Where more than one Receiver is appointed, each Receiver has the power to act jointly and severally unless the Chargee specifies otherwise in the appointment of such Receiver
- 10 4 The Chargee may exercise all powers granted to Receivers by this Deed, whether as attorney for the Chargor or otherwise
- 10 5 The powers of the Receiver set out in this clause 10 are in addition to, and without prejudice to, all statutory and other powers of the Chargee as provided in clause 9 (Rights exercisable by the Chargee) or otherwise and so that, inter alia, such powers are and remain exercisable by the Chargee in respect of that part of the Charged Property in respect of which no appointment is made of a Receiver
- 10 6 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Act (Appointment, powers, remuneration and duties of receiver)
- 10 7 Section 109 of the Act (Appointment, powers, remuneration and duties of receiver) shall not apply to this Deed

11 PROTECTION OF THIRD PARTIES

No person (including any purchaser, mortgagor or mortgagee) dealing with the Chargee shall be concerned to enquire

- 11 1 whether all or some part of the Secured Liabilities has become due, or
- 11 2 whether a demand for such Secured Liabilities has been duly made, or
- 11 3 whether any power which the Chargee or Receiver is purporting to exercise has become exercisable, or
- 11 4 whether any money remains due to Chargee, or
- 11 5 how any money paid to the Chargee or Receiver is to be applied

12 NO LIABILITY AS MORTGAGEE IN POSSESSION

The Chargee or the Receiver will not by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Chargee or Receiver arising under this Deed, nor for any act, default, neglect, or misconduct of any nature whatsoever

13 POWER OF ATTORNEY

The Chargor irrevocably appoints, by way of security the Chargee, each person deriving title from the Chargee or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Chargor is, or may become, obliged to do pursuant to this Deed. The Chargor ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this clause

14 CUMULATIVE AND CONTINUING SECURITY

- 14 1 This Deed is a continuing security to the Chargee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.
- 14 2 The security constituted by this Deed is in addition to and is not in any way prejudiced by any rights whatsoever which the Chargee may have in respect of the Secured Liabilities including any rights arising under any other Security Interest

15 AVOIDANCE OF PAYMENTS

15 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including the Insolvency Act 1986, and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment, prejudices or affects the rights of the Chargee

15 1 1 to recover any monies from the Chargor (including any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation, penalisation of companies and company officers, investigations and prosecutions) of the Insolvency Act 1986 and any Costs payable by it incurred in connection with such process), or

15 1 2 to enforce the security constituted by this Deed to the full extent of the Secured Liabilities,

15 2 The Chargee may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Chargee

15 3 If at any time within the period referred to in clause 15 2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Chargor; or (ii) any arrangement with the creditors of the Chargor, the Chargee may retain the whole or any part of the security constituted by this Deed for such further period as the Chargee may in its discretion think fit (acting reasonably) Such security will be deemed to have been held and remained held by the Chargee as security for the payment to the Chargee of the Secured Liabilities

16 SUSPENSE ACCOUNT

The Chargee may hold in a suspense or personal account on whatever terms the Chargee may think fit all monies received, recovered or realised by the Chargee pursuant to this Deed until the Secured Liabilities have been irrevocably paid in full

17 CHARGEES RIGHT OF SET-OFF

If the Chargee has more than one account for the Chargor on its books, the Chargee may at any time after the security constituted by this Deed has become enforceable or the Chargee has

received notice of any Security Interest affecting any part of the Charged Property transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Chargee shall notify the Chargor of the transfer once made

18 INDEMNITIES

18.1 General

The Chargor agrees to indemnify the Chargee and any Receiver on demand against all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise now or hereafter properly incurred by it or him or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Chargor of any of its covenants or other obligations under this Deed, save for any losses, actions, claims, expenses, demands or liabilities which results from such party's gross negligence or wilful misconduct

18.2 Taxes

The Chargor agrees to indemnify the Chargee and any Receiver on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this Deed or in consequence of any payment made pursuant to this Deed being impeached or declared void for any reason whatsoever

19 PAYMENTS AND WITHHOLDING TAXES

The Chargor shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Chargor and Chargee, except to the extent that the Chargor is required by law to deduct or withhold any amounts payable under this Deed, in which case it shall pay to the Chargee an additional amount sufficient to ensure that the net amount received by the Chargee after the required deduction or withholding (including any required deduction or withholding on the additional amount) be equal to the amount that the Chargee would have received had no deduction or withholding being made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest

20 CERTIFICATE

The certificate of the Chargee as to any amount claimed under this Deed shall be conclusive evidence of the amount due in the absence of manifest error or fraud

21 ASSIGNMENT

The Chargor may not assign, transfer, novate or dispose of any of its rights and obligations under this Deed

22 REMEDIES, TIME OR INDULGENCE

22 1 The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any powers and remedies provided by law

22 2 No failure on the part of the Chargee to exercise, or delay on the part of the Chargee in exercising any of the rights, powers and remedies provided by this Deed or by law shall operate as a waiver thereof, nor shall any single or partial waiver preclude any further or other exercise of any such rights, powers and remedies

23 NOTICES

23 1 Each party may give any notice, demand or other communication under or in connection with this Deed by letter, facsimile or comparable means of communication (but not by email) addressed to the Chargor at its registered office and to the Chargee at its registered office Any such communication will be deemed to be given as follows

23 1 1 if personally delivered, at the time of delivery,

23 1 2 if by letter, two clear Business Days following the day of posting (or in the case of airmail, seven clear days after the day of posting), and

23 1 3 if by facsimile transmission or comparable means of communication during the business hours of Chargee then on the day of transmission, otherwise on the next following Business Day

23 2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication that a confirming hard copy was provided promptly after transmission

24 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including any right or remedy arising by virtue of an assignment of the benefit of this Deed or any part of this Deed which is permitted in accordance with its terms)

25 GOVERNING LAW AND JURISDICTION



25 1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law


25 2 The parties submit to the non-exclusive jurisdiction of the Supreme Court of England but without prejudice to the right of the Chargee to pursue its remedies in any other jurisdiction it thinks fit.

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed and the parties to this Deed intend that it takes effect as a deed notwithstanding the fact that Chargee may only execute this Deed under hand, or not at all

SCHEDULE 1 – SPECIFIED INTELLECTUAL PROPERTY

Part A - Trade Marks

Country	Mark	Classes	App. no.	App. date	Reg. No.	Reg. date	Status	Renewal date
Australia (Int.)	UVISTAT	3	1485228	10/01/2012	1485228	03/09/2012	Registered	10/01/2022
Brazil	UVISTAT	3	840013515	01/02/2012			Pending	
Canada	UVISTAT	Not applicable	1557910	23/12/2011	TMA866,736	05/12/2013	Registered	05/12/2028
European Community	DALIVIT	5	10519346	22/12/2011	10519346	15/08/2014	Registered	31/12/2021
European Community (Int)	UVISTAT	3,5	1111700	10/01/2012	1111700	10/01/2012	Registered	10/01/2022
Mexico	UVISTAT	3	1239762	06/01/2012	1289104	06/01/2012	Registered	06/01/2022
United Kingdom	UVistat	1	766454	12/06/1957	766454	12/06/1957	Registered	12/06/2016
United Kingdom	DALIVIT	5	963476	06/08/1970	963476	06/08/1970	Registered	06/08/2015
United Kingdom		3	1352496	18/07/1988	1352496	12/07/1996	Registered	18/07/2015
United Kingdom		5	1352497	18/07/1988	1352497	12/07/1996	Registered	18/07/2015
United Kingdom	UVISTAT-L	3	1358732	23/09/1988	1358732	29/05/1992	Registered	23/09/2015
United Kingdom	BABYSUN	3,5	1410578	14/06/1989	1410578	17/01/1992	Registered	14/06/2016
United Kingdom	ZITA	5	1479898	17/10/1991	1479898	27/06/1997	Registered	17/10/2018
United Kingdom	UVISIAT COMBI	3,5	2023407	08/06/1995	2023407	15/03/1996	Registered	08/06/2015
United Kingdom	UVISTAT ULTRA	3,5	2024310	19/06/1995	2024310	06/12/1996	Registered	19/06/2015

United Kingdom	UVISTAT ALL DAY	3,5	2025196	27/06/1995	2025196	13/12/1996	Registered	27/06/2015
United Kingdom	 UVISTAT	3,5	2038839	28/09/1995	2038839	31/05/1996	Registered	28/09/2015
United Kingdom	UVISTAT SPORT	3,5	2117229	02/12/1996	2117229	27/06/1997	Registered	02/12/2016
United Kingdom	.. .	3,5	2117821	05/12/1996	2117821	11/07/1997	Registered	05/12/2016
United Kingdom	UVISTAT	3,5,9,25,28,32	2127562	24/03/1997	2127562	26/09/1997	Registered	24/03/2017
United Kingdom	UVISTAT SUNSPRAY (series of 2)	3,5	2127558	24/03/1997	2127558	26/09/1997	Registered	24/03/2017
United Kingdom	Angitak	5	2154739	02/01/1998	2154739	24/07/1998	Registered	02/01/2018
United Kingdom	HEMOCANE	5	2341842	27/08/2003	2341842	15/04/2005	Registered	27/08/2023
United Kingdom	UVISPORT	5	2424333A	13/06/2006	2424333A	23/11/2007	Registered	13/06/2016
United Kingdom	RICHMOND	3	2550441	15/06/2010	2550441	29/10/2010	Registered	15/06/2020
United Kingdom	PSORIN	5	2550438	15/06/2010	2550438	15/10/2010	Registered	15/06/2020
United Kingdom	CEPTON	5	2550440	15/06/2010	2550440	17/09/2010	Registered	15/06/2020
United States of America(Int.)	UVISTAT	3	79/111137	10/01/2012	4,223,906	16/10/2012	Registered	10/01/2022

Part B – Domain Name

www.uvistat.com

SCHEDULE 2 - OTC PRODUCTS

Product Description	Pack Size	Licence Number
BENZOYL PEROXIDE GEL 10% Note generic	40G	19348/0097
BENZOYL PEROXIDE GEL 5% Note generic	40G	19348/0097
CEPTON CLEAR GEL	30G	19348/0081
CEPTON MEDICATED SKN WSH	150ML	19348/0079
DALIVIT MULTIVITAMIN DROPS	25ML	19348/0074
DALIVIT MULTIVITAMIN DROPS	50ML	19348/0074
HEMOCANE CRM	25G	19348/0076
PSORIN OINT	50G	19348/0020
RICHMOND ANTISEPTIC CRM	50G	19348/0086
LPC Multivitamin Drops	25ML	19348/0135
LPC Multivitamin Drops	50ML	19348/1035
UVISTAT LIPSCREEN SPF 50	5G	na
UVISTAT SUN CREAM SPF 30	125ML	na
UVISTAT SUN CREAM SPF 50	125ML	na
UVISTAT SUN LOTION 7 5G SPF 30	10 SACHET	na
UVISTAT SUN LOTION 7 5G SPF 30	100 SACHE	na
UVISTAT SUN CREAM SPF50 KIDS	125ML	na
UVISTAT SPF50 LIPSCREEN KIDS	5G	na

SCHEDULE 3 - EXCLUDED INTELLECTUAL PROPERTY

Trade Marks

Country	Mark	Classes	App. no.	App. date	Reg. No.	Reg. date	Status	Renewal date
Guernsey	HILL'S	5	GGGT4566	21/07/1994	GGGT4566	27/07/1999	Registered	21/07/2021
Jersey	HILL'S	5	7625	21/07/1994	7625	09/07/1999	Registered	21/07/2021
United Kingdom	HILL'S	5	1578950	21/07/1994	1578950	17/07/1998	Registered	21/07/2021
United Kingdom	HILL'S BALSAM IN 1	25	2133668	23/05/1997	2133668	30/10/1998	Registered	23/05/2017
United Kingdom	RANZAC	5	2159806	04/03/1998	2159806	09/10/1998	Registered	04/03/2018
United Kingdom	HILL'S BALSAM	5	3045100	04/03/2014	3045100	27/06/2014	Registered	04/03/2024

EXECUTED and DELIVERED as a DEED)
for and on behalf of)
THE CHARGOR by two directors or by one)
director and the company secretary or by)
one director in the presence of)

Director

Director/Secretary

Witness signature

Witness name

Witness address

Witness occupation

EXECUTED and DELIVERED as a DEED)
for and on behalf of)
THE CHARGE, FINANCE YORKSHIRE)
EQUITY L.P. acting by its general partner)
Finance Yorkshire Equity GP Limited acting)
by two directors or by one director and the)
company secretary or by)
one director in the presence of)

Director

Director/Secretary

Witness signature

Witness name

Witness address

Witness occupation