



Registration of a Charge

Company name: **SUPERLEGACY LIMITED**

Company number: **10935262**



X8BCF05F

Received for Electronic Filing: **07/08/2019**

Details of Charge

Date of creation: **17/07/2019**

Charge code: **1093 5262 0001**

Persons entitled: **RX BRIDGE LIMITED**

Brief description: **ALL MONETARY AND ALL OBLIGATIONS AND LIABILITIES WHETHER ACTUAL OR CONTINGENT NOW OR HEREAFTER DUE OWING OR INCURRED BY THE COMPANY TO OR IN FAVOUR OF RX BRIDGE LIMITED, PRESENT OR FUTURE, ACTUAL OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, WHETHER ARISING IN OR BY CONTRACT, TORT, RESTITUTION, ASSIGNMENT OR BREACH OF STATUTORY DUTY AND WHETHER ARISING UNDER THE RECEIVABLES PURCHASE AGREEMENT BETWEEN RX BRIDGE LIMITED AND THE COMPANY OR OTHERWISE INCLUDING (WITHOUT PREJUDICE TO THAT GENERALITY) ANY SUCH LIABILITY OF THE COMPANY BY VIRTUE OF ANY ASSIGNMENT TO RX BRIDGE LIMITED OF ANY INDEBTEDNESS INCURRED OR TO BE INCURRED BY THE COMPANY FOR ANY SUPPLY OF ANY GOODS OR SERVICES TO OR ANY HIRING BY THE COMPANY. 1. BY WAY OF FIRST FIXED CHARGE: A) THE FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY BOTH PRESENT AND FUTURE AND ALL TRADE FIXTURES AND FITTINGS AND ALL PLANT AND MACHINERY FROM TIME TO TIME IN OR ON ANY SUCH LAND OR BUILDINGS; B) ALL GOODWILL AND UNPAID/AND/OR UNCALLED CAPITAL OF THE COMPANY; C) ALL STOCKS, SHARES AND SECURITIES AND DOCUMENTS EVIDENCING TITLE TO OR THE RIGHT TO POSSESSION OF ANY PROPERTY AT ANY TIME DEPOSITED WITH RX BRIDGE LIMITED AND THE PROPERTY MENTIONED IN SUCH DOCUMENTS; D) ALL INTELLECTUAL PROPERTY NOW OWNED OR AT ANY TIME HEREAFTER TO BE OWNED BY THE COMPANY; E) ANY DEBT OWED BY THE COMPANY TO RX BRIDGE LIMITED, OF WHICH THE OWNERSHIP FAILS**

TO VEST ABSOLUTELY AND EFFECTIVELY IN RX BRIDGE LIMITED FOR ANY REASON, TOGETHER WITH ANY RELATED RIGHTS PERTAINING TO SUCH DEBT AND THE PROCEEDS OF IT; F) ALL AMOUNTS OF INDEBTEDNESS NOW OR AT ANY TIME HEREAFTER OWING OR BECOMING DUE TO THE COMPANY ON ANY ACCOUNT WHATSOEVER (TOGETHER WITH THEIR PROCEEDS AND ANY RELATED RIGHTS PERTAINING THERETO); 2. BY WAY OF FIRST FLOATING CHARGE: ALL UNDERTAKING AND ALL THE PROPERTY RIGHTS AND ASSETS OF THE COMPANY, WHOSOEVER AND WHERESOEVER, BOTH PRESENT AND FUTURE, INCLUDING THE COMPANY'S STOCK IN TRADE AND ITS UNCALLED CAPITAL AND THE PROCEEDS OF SUCH PROPERTY RIGHTS AND ASSETS OTHER THAN SUCH OF THE SAME AS SHALL FOR THE TIME BEING BE SUBJECT TO THE FIXED CHARGE CREATED BY CLAUSE 3.1 OF THE DEBENTURE

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WILLIAM DAVISON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10935262

Charge code: 1093 5262 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2019 and created by SUPERLEGACY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2019 .

Given at Companies House, Cardiff on 8th August 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 17th July 2019

COMPOSITE GUARANTEE AND DEBENTURE

Between

RX BRIDGE LIMITED

and

LIVING CARE PHARMACY GROUP LIMITED and THE COMPANIES LISTED IN
SCHEDULE 1

THIS DEED is made on 17th July 2019

Parties

- (1) **RX BRIDGE LIMITED** incorporated and registered in England and Wales with company number 09972799 whose registered office is at 8 Bloomsbury Street, London WC1B 3SR (**RX Bridge**); and
- (2) **LIVING CARE PHARMACY GROUP LIMITED** incorporated and registered in England and Wales with company number 10208356 whose registered office is at 8 Manor Road, Leeds, West Yorkshire, LS11 9AH (**Client**); and
- (3) **THE COMPANIES** whose names, company numbers and registered offices are specified in Schedule 1 (each an **Obligor** and together, including the Client, the **Obligors**).

Agreed Terms

1 Interpretation

In this Deed:

(a) terms defined in, or construed for the purposes of, the Finance Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

(b) the following terms have the following meanings:

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
Charged Property	all the assets of each Obligor which from time to time are the subject of the Security created or expressed to be created in favour of RX Bridge by or pursuant to this Deed;
Environment	the natural and man-made environment, including all or any of the following media, namely air, water and land (including air within buildings and other material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Law	all and any international, European Union or national laws, common law, statutes, directives, bye-laws, orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items;
Environmental Permit	any permit or other authorisation and the filing of any notification, report or assessment required under any Environmental law for the operation of the business of an Obligor conducted on or from the properties owned or used by an Obligor;

Finance Agreement	the receivables purchase agreement dated on or around the date hereof and made between (1) RX Bridge and (2) the Client (as varied, substituted or novated from time to time);
Floating Charge Property	has the meaning given in clause 4.1.12;
Guarantee	the guarantee and indemnity set out in clause 3 of this Deed;
Hazardous Items	any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare;
Insurance Policy	any policy of insurance and cover note in which an Obligor may from time to time have an interest;
Intellectual Property Rights	(a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; (b) the benefit of all applications and rights to use such assets; and (c) all Related Rights;
Investment Derivative Rights	all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;
Investments	(a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of an Obligor or by any trustee, fiduciary or clearance system on its behalf; and (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system);
LPA 1925	the Law of Property Act 1925;
Non-Vesting NHS Receivables	any NHS Receivables (as defined in the Finance Agreement) purportedly assigned to RX Bridge pursuant to the Finance Agreement which for any reason do not vest effectively and absolutely in RX Bridge;
Plant and Machinery	(a) all of the plant and machinery, equipment, furniture, utensils, templates, tooling, implements, vehicles and chattels owned by the Client wherever situated (including the plant and machinery specified in Part 2 of Schedule 2 (if any)); and (b) all Related Rights;

Real Property	(a) any freehold, leasehold or other immovable property (including the property specified in Part 1 of Schedule 2 (if any)); and (b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings); and (c) all Related Rights;
Receiver	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law;
Related Rights	in relation to an NHS Receivable as defined in the Finance Agreement: and in relation to any other asset, (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; (c) all rights, benefits, claims, contracts, warranties, remedies, Security, indemnities or covenants for title in respect of that asset; and (d) any income, moneys and proceeds paid or payable in respect of that asset;
Secured Obligations	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by the Client to RX Bridge, whether pursuant to the Finance Agreement or otherwise;
Security	any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or: (a) any other agreement or arrangement having the effect of conferring security (including any such rent arising under or in connection with any letter of credit); (b) any other security interest of any kind or preferring any obligation of any person; or (c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security; and
Security Period	the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid and discharged in full.

1.2 In this Deed:

- 1.2.1 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.2 An Event of Default is **continuing** if it has not been remedied or waived in writing by RX Bridge;
- 1.2.3 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.4 the words **including** shall not be construed as limiting the generality of the words preceding it;
- 1.2.5 unless the context otherwise requires, any reference to **Charged Property** includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type;
- 1.2.6 any reference to an **Obligor** shall be construed as a reference to each and any Obligor or the relevant Obligor as the context permits or dictates; and
- 1.2.7 any covenant by an Obligor under this Deed remains in force during the Security Period and is given for the benefit of RX Bridge.
- 1.3 The terms of any finance arrangements between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.4 Each Obligor's obligations under this Deed are joint and several.
- 1.5 This Deed and any other agreement, deed or document referred to herein shall be construed as such agreement, deed or document as amended, supplemented to, replaced, assigned, novated or restated from time to time as the case may be.

2 Covenant

- 2.1 Each Obligor covenants as principal obligor that it will pay and discharge the Secured Obligations to the respective Financiers as and when the same are due.
- 2.2 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Agreement and, in the absence of such agreement, at the rate determined by RX Bridge.

3 Guarantee and indemnity

- 3.1 Each Obligor (with the exception of the Client) irrevocably and unconditionally, jointly and severally:
 - 3.1.1 guarantees to RX Bridge the punctual performance by the Client of the Secured Obligations;
 - 3.1.2 undertakes with RX Bridge that whenever the Client does not pay any of the Secured Obligations, it shall immediately upon demand pay such Secured Obligations as if it were the principal debtor; and
 - 3.1.3 undertakes with RX Bridge that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will as an independent and primary obligation, indemnify RX Bridge immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due.

- 3.2 The guarantee set out in this clause 3 is given subject to and with the benefit of the provisions set out in schedule 3 (**Guarantee**).

4 Grant of Security

- 4.1 The relevant Obligor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of RX Bridge as continuing Security for the payment and discharge of the Secured Obligations:

4.1.1 by way of legal mortgage, the Real Property, the details of which are set out in Part 1 of the Schedule (if any);

4.1.2 by way of fixed charge, any Real Property now, or at any time after the date of this Deed, belonging to any Obligor (other than property charged under clause 4.1.1);

4.1.3 by way of fixed charge, the Plant and Machinery, the details of which are set out in Part 2 of the Schedule (if any)

4.1.4 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession (other than property charged under clause 4.1.3);

4.1.5 by way of fixed charge,

- a) all present and future Investments owned by it;
- b) all Investment Derivative Rights owned by it;
- c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;

4.1.6 by way of fixed charge, all Non-Vesting NHS Receivables and their proceeds now or in the future owing to the Client and all Related Rights;

4.1.7 by way of fixed charge, all present and future Intellectual Property Rights owned by it;

4.1.8 by way of fixed charge, its goodwill;

4.1.9 by way of fixed charge, its uncalled capital;

4.1.10 by way of fixed charge, all rights, interests and claims in each Insurance Policy;

4.1.11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and

4.1.12 by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of Security (whether at law or in equity) by this Deed (the Floating Charge Property).

- 4.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed and the floating charge created under this Deed is a "qualifying floating charge" for these purposes.

5 Crystallisation of floating charge

- 5.1 RX Bridge may at any time by notice in writing to an Obligor immediately convert the floating charge created by clause 4.1.12 into a fixed charge as regards any property or assets specified in the notice if an Event of Default has occurred and is continuing.

5.2 If, without the prior written consent of RX Bridge:

- 5.2.1 an Event of Default has occurred and is continuing;
- 5.2.2 any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
- 5.2.3 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 5.2.4 a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of an Obligor,

the floating charge created under clause 4.1.12 by the relevant Obligor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

5.3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Obligor.

5.4 The giving of a notice by RX Bridge pursuant to clause 5.1 in relation to any class of assets of the Client shall not be construed as a waiver or abandonment of the rights of RX Bridge to serve similar notices in respect of any other class of assets or of any other right of RX Bridge.

6 Negative pledge

6.1 No Obligor shall create or permit to subsist, any Security over any of the Charged Property, other than any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by an Obligor.

6.2 No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property, except for the sale at full market value of stock in trade in the usual course of trading as conducted by an Obligor at the date hereof.

7 Further assurance

Each Obligor shall, at its own expense, promptly take whatever action RX Bridge may require for:

- 7.1 creating, perfecting or protecting the Security intended to be created by this Deed;
- 7.2 facilitating the realisation of any of the Charged Property; or
- 7.3 facilitating the exercise of any right, power or discretion exercisable by RX Bridge or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any Security or other document (in such form as RX Bridge may reasonably require), the giving of any notice, order or direction and the making of any registration which RX Bridge may think expedient.

8 Warranties

Each Obligor warrants to RX Bridge that on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

- 8.1 the Charged Property is, or when acquired will be, legally and beneficially owned by it free of any Security other than the Security created by or expressly permitted by this Deed;
- 8.2 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;

20 Changes to parties

- 20.1 RX Bridge may assign and transfer all or any of its rights and obligations under this Deed. The Obligors shall, immediately upon being requested to do so by either Financier, enter into such documents as may be necessary or desirable to effect such assignment or transfer.
- 20.2 RX Bridge shall be entitled to disclose such information concerning the Obligors and this Deed as RX Bridge (acting reasonably) consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law or to any company being in the same group of companies as RX Bridge.

21 Miscellaneous

- 21.1 All payments to be made to RX Bridge under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If an Obligor is required by law to make a tax deduction, the sum payable by the Obligors shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.
- 21.2 If requested by either Financier, each Obligor shall apply to the Land Registry following completion of this Deed to register a restriction on the title[s] referred to in Part 1 of the Schedule of this Deed in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent signed by the proprietor for the time being of the charge dated [] in favour of [] as referred to in the Charges Register"

and to make any other applications that are necessary and desirable to protect the Charged Property.

- 21.3 None of RX Bridge, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- 21.4 RX Bridge will not be required in any manner to perform or fulfil any obligation of the Client, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 21.5 RX Bridge shall not be liable either to the Obligors or to any other person by reason of the appointment of a Receiver or for any other reason.
- 21.6 Neither RX Bridge nor the Receiver will be in any way liable or responsible to the Obligors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.
- 21.7 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.
- 21.8 Any certificate of either Financier specifying any amount due from the Obligors is, in the absence of manifest error, conclusive evidence of such amount.
- 21.9 At the end of the Security Period, RX Bridge will, at the request and cost of the Obligors, take whatever action is reasonably necessary to release the Charged Property from the Security created under this Deed and re-assign any Charged Property assigned under this Deed.

- 21.10 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 21.11 Any provision of this Deed may be amended only if RX Bridge and the Obligors so agree in writing and any breach of this Deed may be waived before or after it occurs only if RX Bridge so agrees in writing. A waiver given or consent granted by RX Bridge under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 21.12 No failure to exercise, nor any delay in exercising, on the part of RX Bridge, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
- 21.13 This Deed secures both present and further advances. RX Bridge covenant to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Obligations.

22 Notices

- 22.1 Any communication to be made under or in connection with this Deed must be made in writing.
- 22.2 The address for any communication or document to be made or delivered under or in connection with this Deed is:
- 22.2.1 in the case of the Obligors: at the registered office of each Obligor; and
- 22.2.2 in the case of RX Bridge: at the address of RX Bridge set out at the beginning of this Deed,
- or in each case any substituted address as one party may notify to each of the other parties by not less than five Business Days' notice.
- 22.3 Notwithstanding the terms of clause 22.2.1 above, any notice from RX Bridge to the Client shall be deemed service on each of the Obligors.
- 22.4 Any notice from RX Bridge to any Obligor will be effective when handed, delivered or transmitted and, if sent by post, the day after it was posted.
- 22.5 Any communication or document to be made or delivered to RX Bridge will be effective only when actually received by RX Bridge.
- 22.6 Any notice given under or in connection with this Deed must be in English.

23 Counterparts

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

24 Governing law

This Deed and any non-contractual obligation arising in connection with it are governed by English law.

25 Jurisdiction

- 25.1 The courts of England have exclusive jurisdiction to settle any disputes (a **Dispute**) arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it.

25.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly, no Party will assert to the contrary.

THIS DEED has been executed as a **DEED** by RX Bridge and each of the Obligors on the date specified at the beginning of it.

SCHEDULE 1**The Obligors**

COMPANY NAME	COMPANY NUMBER	REGISTERED ADDRESS
Living Care Pharmacy Group Limited	10208356	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Grandlane Limited	03149482	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care (Leeds) Limited	00650015	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy (East Leeds) Limited	02287319	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy (Wakefield) Limited	03533665	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy (South Leeds) Limited	04680838	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy (North Leeds) Limited	03966969	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy Limited	04932381	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Missionstart Limited	07992671	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Neutraipressure Limited	10934817	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Undergroundheight Limited	10935349	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Superlegacy Limited	10935262	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Insightwave Limited	10934809	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Living Care Pharmacy (Ilkley) Limited	10263764	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Averagedream Limited	09156063	8 Manor Road, Leeds, West Yorkshire, LS11 9AH
Presentornot Limited	08985612	8 Manor Road, Leeds, West Yorkshire, LS11 9AH

SCHEDULE 2

Part 1

Real Property

Registered Land			
Address	Administrative Area	Title Number	
Unregistered land			
Address	Document describing the Property		
	Date	Document	Parties

Part 2

Plant and Machinery

SCHEDULE 3

Guarantee

1. The Guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to RX Bridge by the Obligor in respect of the Secured Obligations.
2. The liability of the Obligor under the Guarantee shall not be reduced, discharged or otherwise adversely affected by:
 - 2.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which RX Bridge may now or after the date of the Guarantee have from or against any Obligor and any other person in connection with the Secured Obligations;
 - 2.2 any variation in the Finance Agreement (whether or not the Obligor's liability to RX Bridge may be increased thereby) or defect therein or in its execution;
 - 2.3 any act or omission by RX Bridge or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Obligor or any other person;
 - 2.4 any grant of time, indulgence, waiver or concession to any Obligor or any other person;
 - 2.5 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Obligor;
 - 2.6 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Obligor or any other person in connection with the Secured Obligations;
 - 2.7 any act or omission which would not have discharged or affected the liability of any Obligor had it been a principal debtor instead of a guarantor; or
 - 2.8 any other act or omission except an express written release of any Obligor by RX Bridge.
3. RX Bridge shall not be obliged, before taking steps to enforce any of its rights and remedies under the Guarantee, to:
 - 3.1 take any action or obtain judgment in any court against any Obligor or any other person;
 - 3.2 make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Obligor or any other person; or
 - 3.3 make demand, enforce or seek to enforce any claim, right or remedy against any Obligor or any other person.
4. Each Obligor warrants to RX Bridge that it has not taken or received, and shall not take, exercise or receive the benefit of any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise (**Rights**) and whether from contribution or otherwise from or against any Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Obligor under the Guarantee but:
 - 4.1 if any of the Rights is taken, exercised or received by any Obligor, those Rights and all monies at any time received or held in respect of those Rights shall be

held by each Obligor on trust for RX Bridge for application in or towards the discharge of the Secured Obligations under the Guarantee; and

- 4.2 on demand by RX Bridge, each Obligor shall promptly transfer, assign or pay to RX Bridge all other Rights and all monies from time to time held on trust by each Obligor under this clause 4.
5. The Guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by RX Bridge from time to time for the discharge and performance of any Obligor of the Secured Obligations.
6. Until all amounts which may be or become payable during the Security Period by the Obligors under or in connection with the Finance Agreement have been irrevocably paid in full, RX Bridge may:
 - 6.1 refrain from applying or enforcing any other monies, security or rights held or received by RX Bridge in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Obligor shall be entitled to the benefit of the same; and
 - 6.2 place to the credit of a suspense account any monies received under or in connection with the Guarantee in order to preserve the rights of RX Bridge to prove for the full amount of all its claims against any Obligor or any other person in respect of the Secured Obligations.
 - 6.3 at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies, obligations and liabilities that are the subject of the Guarantee as either Financier, in its absolute discretion, may conclusively determine.
7. The Guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by RX Bridge from time to time for the discharge and performance of any Obligor of the Secured Obligations.

RX BRIDGE LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **RX Bridge Limited**
acting by a director in the presence of:



Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Hindlersfield
TD2 2XF
Occupation Office Manager

WITNESS: 
WILL DAVISON
9 CHURCHYARD ROW,
LONDON, SE11 4FE
OPS MANAGER

LIVING CARE PHARMACY GROUP LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Living Care Pharmacy Group Limited**
acting by a director in the presence of:



Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Hindlersfield
TD2 2XF
Occupation Office Manager

GRANDLANE LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Grandlane Limited**
acting by a director in the presence of:



Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Hindlersfield
TD2 2XF
Occupation Office Manager

LIVING CARE (LEEDS) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Living Care (Leeds) Limited**
acting by a director in the presence of:


Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Huddersfield
HD2 2XF
Occupation Office Manager

LIVING CARE PHARMACY (EAST LEEDS) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Living Care Pharmacy (East Leeds) Limited**
acting by a director in the presence of:


Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Huddersfield
HD2 2XF
Occupation Office Manager

LIVING CARE PHARMACY (WAKEFIELD) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Living Care Pharmacy (Wakefield) Limited**
acting by a director in the presence of:


Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Huddersfield
HD2 2XF
Occupation Office Manager

LIVING CARE PHARMACY (SOUTH LEEDS) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of Living Care Pharmacy (South Leeds) Limited
acting by a director in the presence of:



Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, Oakfield Rd
Huddersfield
HD2 2XF

Occupation office manager

LIVING CARE PHARMACY (NORTH LEEDS) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of Living Care Pharmacy (North Leeds) Limited
acting by a director in the presence of:



Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, Oakfield Rd
Huddersfield
HD2 2XF

Occupation office manager

LIVING CARE PHARMACY LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of Living Care Pharmacy Limited
acting by a director in the presence of:



Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, Oakfield Rd
Huddersfield
HD2 2XF

Occupation office manager

MISSIONSTART LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Missionstart Limited**
acting by a director in the presence of:

TE

Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, Oakfield Rd
Huddersfield
TD2 2XF

Occupation Office Manager

NEUTRALPRESSURE LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Neutralpressure Limited**
acting by a director in the presence of:

TE

Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, OAKFIELD RD
HUDDERSFIELD
TD2 2XF

Occupation Office Manager

UNDERGROUNDHEIGHT LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Undergroundheight Limited**
acting by a director in the presence of:

TE

Director

Witness Signature Christine Cripps

Witness Name CHRISTINE CRIPPS

Address 11, Oakfield Rd
Huddersfield
TD2 2XF

Occupation Office Manager

SUPERLEGACY LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Superlegacy Limited**
acting by a director in the presence of:



Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, OAKFIELD RD
HUDDERSFIELD
HD2 2XF
Occupation Office Manager

INSIGHTWAVE LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Insightwave Limited**
acting by a director in the presence of:



Director

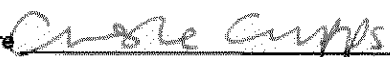
Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Huddersfield
HD2 2XF
Occupation Office Manager

LIVING CARE PHARMACY (ILKLEY) LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Living Care Pharmacy (Ilkley) Limited**
acting by a director in the presence of:



Director

Witness Signature 
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Huddersfield
HD2 2XF
Occupation Office Manager

AVERAGEDREAM LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Averagedream Limited**
acting by a director in the presence of:

15

Director

Witness Signature Christine Cripps
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Hindlersfield
TID2 2XF
Occupation office manager

PRESENTORNOT LIMITED

SIGNED and DELIVERED as a Deed for and
on behalf of **Presentornot Limited**
acting by a director in the presence of:

15

Director

Witness Signature Christine Cripps
Witness Name CHRISTINE CRIPPS
Address 11, Oakfield Rd
Hindlersfield
TID2 2XF
Occupation office manager