



Registration of a Charge

Company Name: **DONCASTER PHARMACEUTICALS LIMITED**

Company Number: **01333183**



Received for filing in Electronic Format on the: **03/02/2022**

XAX19GPM

Details of Charge

Date of creation: **01/02/2022**

Charge code: **0133 3183 0009**

Persons entitled: **AURELIUS IMPALA LIMITED**

Brief description:

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MORGAN, LEWIS & BOCKIUS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1333183

Charge code: 0133 3183 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2022 and created by DONCASTER PHARMACEUTICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2022 .

Given at Companies House, Cardiff on 4th February 2022

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**

DEED OF ACCESSION

DEBENTURE

THIS DEED OF ACCESSION is dated 1 February 2022

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 to this Deed (**the New Chargors**);
- (2) **CONVERSE PHARMA LIMITED** (registered in England and Wales with company number 08505543) (**the Company**) for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below); and
- (3) **AURELIUS IMPALA LIMITED** (registered in England and Wales with company number 13742390) (**the Lender**).

BACKGROUND:

- (A) The Company and others as Chargors entered into a deed of debenture dated 21 December 2021 (as supplemented and amended from time to time, the **Debenture**) in favour of the Lender.
- (B) The New Chargors have at the request of the Company and in consideration of the Lender continuing to make facilities available under the Facility Agreement and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying themselves that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to them, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become Chargors under the Debenture.
- (C) The New Chargors and the Lender intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Terms defined in and definitions incorporated in the Debenture have the same meaning when used in this Deed.
2. Each New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
3. Each New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
4. Each New Chargor grants to the Lender the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

5. The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) "this Deed" and similar phrases shall be deemed to include this Deed;
 - (b) "Schedule 2" shall be deemed to include a reference to Part I of Schedule 2 to this Deed;
 - (c) "Schedule 4" shall be deemed to include a reference to Part II of Schedule 2 to this Deed;
 - (d) "Schedule 5" shall be deemed to include a reference to Part III of Schedule 2 to this Deed;
 - (e) "Schedule 6" shall be deemed to include a reference to Part IV of Schedule 2 to this Deed; and
 - (f) "Schedule 7" (Part II) shall be deemed to include a reference to Part V of Schedule 2 to this Deed.
6. The parties agree that the bank accounts of each New Chargor specified in Part V of Schedule 2 to this Deed shall be designated as Operating Accounts for the purposes of the Debenture.
7. The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
8. Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, each New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in Clause 1.2(f) of the Debenture and to the effect that the other provisions of the Debenture shall apply relative hereto:
 - (a) charges to the Lender by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (Mortgaged Property) to the Debenture and/or Part I of Schedule 2 to this Deed;
 - (b) mortgages and charges and agrees to mortgage and charge to the Lender by way of mortgage all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of Schedule 2 to this Deed (which shall from today's date form part of the Group Shares for the purposes of the Debenture);
 - (c) mortgages and charges and agrees to mortgage and charge to the Lender the same to be a security by way of a mortgage all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part III of Schedule 2 to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture), the same to be a security by way of a legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment;
 - (d) charges to the Lender by way of fixed charge its Intellectual Property (if any) specified in Part IV of Schedule 2 to this Deed (which shall from today's date form part of the Scheduled Intellectual Property of the Chargors for the purposes of the Debenture); and
 - (e) charges to the Lender by way of a floating charge and grants a Security Interest upon:
 - (i) all of its other assets and undertakings not otherwise effectively mortgaged or charged by way of fixed mortgage or charge;

- (ii) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland; and
- (iii) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction.

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.

This Deed and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

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

SCHEDULE 1

THE NEW CHARGORS

The New Chargors	Jurisdiction of Incorporation	Registration number
Doncaster Pharmaceuticals Limited	England and Wales	01333183
Renfield Limited	England and Wales	01207098
Pharmaceutical Identity Limited	England and Wales	02814018
Value Generics Limited	England and Wales	02052753
Regentmoor Limited	England and Wales	01731360
B.R. Lewis Pharmaceuticals Limited	England and Wales	02133400

SCHEDULE 2

Part I (Mortgaged Property)

None as at the date of this Deed.

Part II (Group Shares)

Subsidiary	Issued Share Capital	Shareholder
Renfield Limited	10,100 ordinary shares of £1 each	Doncaster Pharmaceuticals Limited
Pharmaceutical Identity Limited	100 ordinary shares of £1 each	Doncaster Pharmaceuticals Limited
Doncaster Pharmaceuticals Group Limited	3,301,396 ordinary shares of £1 each	Doncaster Pharmaceuticals Limited

Part III (Specified Equipment)

None as at the date of this Deed.

Part IV (Scheduled Intellectual Property)

None as at the date of this Deed.

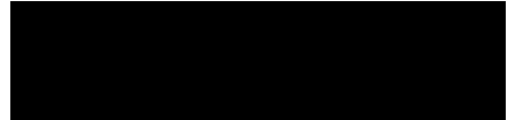
Part V (Operating Accounts)

None as at the date of this Deed.

SIGNATORIES

The New Chargors

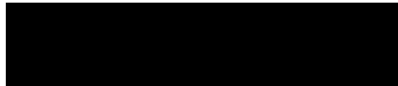
Executed as a deed by)
DONCASTER PHARMACEUTICALS LIMITED)
)



Director

In the presence of:

Signature of witness



Name DANIEL COOKE

Pinson Masons LLP

Address 1 Park Row

Leeds

Occupation LS1 5AB

Trainee Solicitor

Executed as a deed by)
RENFIELD LIMITED)
)



Director

In the presence of:

Signature of witness



Name DANIEL COOKE

Pinson Masons LLP

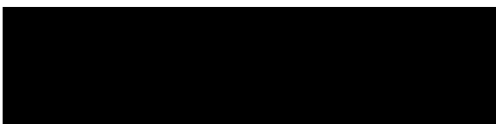
Address 1 Park Row

Leeds

Occupation LS1 5AB

Trainee Solicitor

Executed as a deed by)
PHARMACEUTICAL IDENTITY LIMITED)
)



Director

In the presence of:

Signature of witness



Name DANIEL COOKE

Pinson Masons LLP

Address 1 Park Row

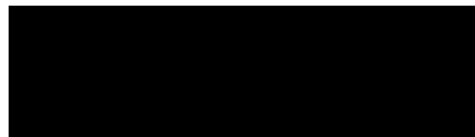
Leeds

Occupation LS1 5AB

Trainee Solicitor

Executed as a deed by
VALUE GENERICS LIMITED

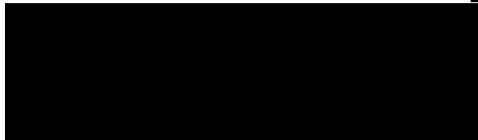
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)



Director

In the presence of:

Signature of witness



Name

DANIEL COOKE

Pinsent Masons LLP

Address

1 Park Row

Leeds

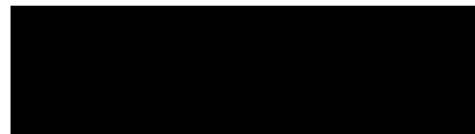
Occupation

LS1 5AB

Trainee Solicitor

Executed as a deed by
REGENTMOOR LIMITED

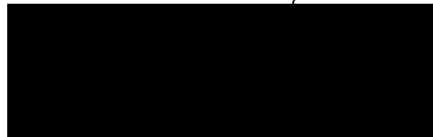
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)
)



Director

In the presence of:

Signature of witness



Name

DANIEL COOKE

Pinsent Masons LLP

Address

1 Park Row

Leeds

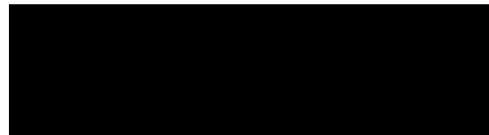
Occupation

LS1 5AB

Trainee Solicitor

Executed as a deed by
B.R. LEWIS PHARMACEUTICALS LIMITED

)
)
)



Director

In the presence of:

Signature of witness



Name

DANIEL COOKE

Pinsent Masons LLP

Address

1 Park Row

Leeds

Occupation

LS1 5AB

Trainee Solicitor

The Company

Executed as a deed by)
CONVERSE PHARMA LIMITED)
for itself and as agent for the other)
Chargors party to the Debenture)

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DANIEL COOKE

Address

Pinsent Masons LLP

1 Park Row

Leeds

Occupation

LS1 5AB

Trunde Solicitor

The Lender

AURELIUS IMPALA LIMITED

By:

