



Registration of a Charge

Company name: **BRITANNIA PHARMACEUTICALS LIMITED**

Company number: **01557088**



X97S4ZQ9

Received for Electronic Filing: **23/06/2020**

Details of Charge

Date of creation: **19/06/2020**

Charge code: **0155 7088 0002**

Persons entitled: **U.S. BANK TRUSTEES LIMITED (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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: **MARK WALKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1557088

Charge code: 0155 7088 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2020 and created by BRITANNIA PHARMACEUTICALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2020 .

Given at Companies House, Cardiff on 24th June 2020

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

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

EXECUTION VERSION

Signature: Mark Walker
Name: Mark Walker
Title: Solicitor
Date: 23 June 2020

Security Accession Deed

This Security Accession Deed is made on 19 June 2020

Between:

- (1) **BRITANNIA PHARMACEUTICALS LIMITED**, a company incorporated in England and Wales with registered number 01557088 (the “**New Chargor**”);
- (2) **STADA UK HOLDINGS LTD** for itself and as agent for and on behalf of each of the existing Chargors (“the **Company**”); and
- (3) **U.S. BANK TRUSTEES LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Deed dated 20 December 2018 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Deed**”).

Now this deed witnesses as follows:

1. Interpretation

(a) Definitions

Terms defined in the Deed shall have the same meanings when used in this deed.

(b) Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Deed will be deemed to be set out in full in this deed, but as if references in those clauses to the Deed were references to this deed.

2. Accession of New Chargor

(a) Accession

The New Chargor agrees to be a Chargor for the purposes of the Deed with immediate effect and agrees to be bound by all of the terms of the Deed as if it had originally been a party to it as a Chargor.

(b) Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

(c) Security

Subject to Clause 3.2 (*Excluded Assets*) of the Deed, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of a first fixed charge:

- (i) the Shares and all corresponding Related Rights; and
- (ii) the Bank Accounts and all corresponding Related Rights.

(d) Negative Pledge

The New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of the Charged Property (present or future) except for the creation of Security or other transactions not prohibited under the Finance Documents or in respect of which Required Creditor Consent has been obtained.

3. Consent of Existing Chargors

The Company, on behalf of the existing Chargors agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Deed.

4. Construction of Deed

The Deed and this deed shall be read together as one instrument on the basis that references in the Deed to “this deed” will be deemed to include this deed.

5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule to Security Accession Deed: Shares

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
	None at the date of this Deed	

Signatories to Security Accession Deed

The New Chargor

EXECUTED as a **DEED** by)
BRITANNIA PHARMACEUTICALS)
LIMITED)
acting by)

REDACTED

Christoph Dehler as Director

REDACTED

Witness

Name: Frank Seiler

Address:

REDACTED

Occupation: Lead Counsel Corp Gov.

Notice Details

Attention: Frank Seiler

Address: Stadastrasse 2-18, Bad
Vilbel 61118, Germany

Email: frank.seiler@stada.de

EXECUTED as a **DEED** by
STADA UK HOLDINGS LTD
acting by

)
)
)

REDACTED

Edwin Blythe as Director

REDACTED

Witness ELIZABETH POWER
Name: THORNTON & ROSS LTD
Address: REDACTED
Occupation: DIRECTORS SECRETARY

Notice Details

Attention: Frank Seiler

Address: Stadastrasse 2-18, Bad
Vilbel 61118, Germany

Email: frank.seiler@stada.de

The Security Agent

SIGNED by)
U.S. BANK TRUSTEES LIMITED)
acting by:)

REDACTED

Chris Hobbs
Authorised Signatory

as Authorised Signatory

REDACTED

Michael Leong
Authorised Signatory

as Authorised Signatory

Notice Details

Attention: Structured Finance
Relationship Management
- Nidda

Address: 125 Old Broad Street,
Fifth Floor, London,
EC2N 1AR

Email:
mbs.relationship.management@usbank.com