



Registration of a Charge

Company Name: **AVIAGEN INTERNATIONAL FINANCE TWO LIMITED**

Company Number: **04695437**



Received for filing in Electronic Format on the: **04/06/2021**

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Details of Charge

Date of creation: **26/05/2021**

Charge code: **0469 5437 0007**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) 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: **NICOLE SHROFF**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4695437

Charge code: 0469 5437 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2021 and created by AVIAGEN INTERNATIONAL FINANCE TWO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2021 .

Given at Companies House, Cardiff on 7th June 2021

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: Nicole Shroff
Name: Nicole Shroff
Title: Solicitor
Date: 3 June 2021

26 May **2021**

AVIAGEN INTERNATIONAL FINANCE TWO LIMITED

(as the Supplemental Chargor)

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

(as the Security Agent)

SUPPLEMENTAL SECURITY DEED

LATHAM & WATKINS

99 Bishopsgate
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THIS SUPPLEMENTAL SECURITY DEED is made on 26 May 2021

BETWEEN:

- (1) **AVIAGEN INTERNATIONAL FINANCE TWO LIMITED** a company incorporated in England and Wales with registered number 04695437 and having its registered office at Stratford Hatchery Alscott Industrial Estate, Atherstone On Stour, Stratford-Upon-Avon, Warwickshire, CV37 8BH, United Kingdom (the “**Supplemental Chargor**”); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

- (A) This deed is entered into in connection with the: (1) facilities agreement dated 29 January 2021 between, among others, Erich Wesjohann Vermögensverwaltungs GmbH & Co. KG as the Company and Banco Santander, S.A. as the Original Lender or Issuing Bank, as amended by an amendment and confirmation agreement dated 5 March 2021 (the “**Santander Facilities Agreement**”), (2) facilities agreement dated 29 January 2021 between, among others, Erich Wesjohann Vermögensverwaltungs GmbH & Co. KG as the Company and Unicredit Bank AG as the Original Lender, as amended by an amendment and confirmation agreement dated 5 March 2021 (together with the Santander Facilities Agreement, each a “**Facilities Agreement**”) and (3) other Finance Documents.
- (B) This deed is supplemental to a share charge dated 24 April 2017 between the Supplemental Chargor and the Security Agent (the “**Existing Share Charge**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the Existing Share Charge shall have the same meaning when used in this deed.

“**Secured Obligations**” means all money, obligations and liabilities due, owing or incurred of whatever nature to any Secured Party by the Chargor and/or any Obligor under or in connection with the Finance Documents (as defined in each Facilities Agreement) (as amended from time to time and notwithstanding any increase of principal or interest or extension of term) (as defined in each Facilities Agreement) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, including without limitation any money, obligations and liabilities due under any guarantee, and claims based on unjust enrichment or tort.

1.2 Construction

The provisions of clauses 1.2 (*Interpretation*) to 1.15 (*Events of Default*) inclusive of the Existing Share Charge will be deemed to be set out in full in this deed, but as if

references in those clauses to the “Charge” and other similar expressions were references to this deed.

2. COVENANT TO PAY

The Supplemental Chargor, as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

3.1 Specific Security

The Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent by way of equitable mortgage and fixed charge (ranking junior only to the fixed charges created by the Existing Share Charge) and with full title guarantee (subject to the Security created pursuant to the Existing Share Charge) the Securities charged under the Existing Share Charge and all the Related Investment Rights, both present and future, from time to time, owned by it or in which it has an interest (it being understood that the same 65% of the Chargor’s shareholding from time to time in the Company are charged under the Existing Share Charge and this deed, so that the remaining 35% of the Chargor’s shareholding in the Company remain uncharged).

3.2 Ranking

Notwithstanding anything to the contrary in this deed, the Security created under this Clause 3 is intended to rank behind only the Security created pursuant to the Existing Share Charge, and is intended to be first ranking immediately upon the release or discharge of the Security created by the Existing Share Charge.

4. NEGATIVE PLEDGE

The Supplemental Chargor undertakes in favour of the Security Agent that it will not, at any time during the subsistence of this deed, save as permitted pursuant to the terms of the Finance Documents:

- (a) subject to Clause 3.2 (*Ranking*) above, create, incur, assume or permit to subsist any security or Quasi-Security over all or any part of the Charged Assets or any interest therein ranking in priority to, *pari passu* with or subsequent to the Security, nor enter into any agreement or attempt to do any of the same;
- (b) sell, transfer, assign, lease, lend or otherwise dispose of (whether outright, by a sale and repurchase, sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Charged Assets or any interest therein, or the right to receive or to be paid the proceeds arising on the disposal of the same, nor enter into any agreement or attempt to do any of the same; or
- (c) do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise materially prejudice the market value or collateral value of any Charged Assets or the rights of the Security Agent under this Charge,

provided that nothing in this Clause 4 shall prevent the increase or decrease in the share capital of the Company undertaken in accordance with the provisions of the Finance Documents.

5. INCORPORATION OF TERMS FROM THE EXISTING SHARE CHARGE

- (a) The provisions of clause 7 (*Representations and Warranties*) to clause 25 (*Assignments and Transfers*) inclusive of the Existing Share Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) “this Charge” and other similar expressions were a reference to this deed;
 - (ii) “Chargor” was a reference to the Supplemental Chargor under this deed; and
 - (iii) “Charged Assets” (including references to relevant specific assets within the Charged Assets), was a reference to the assets charged under this deed.
- (b) Paragraph (d) of clause 7.2 (*Ownership of Charged Assets and ranking*) of the Existing Share Charge shall be deemed incorporated into this deed as if set out in full in this deed, with the following necessary modification:

“...with the exception of the Existing Share Charge, the Charged Assets are not subject to any other security, Quasi-Security, option to purchase, pre-emption or similar right”.
- (c) The representations and warranties made in clause 7 (*Representations and Warranties*) of the Existing Share Charge and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances existing on the date hereof and are deemed repeated on each date on which any of the representations and warranties set out in the Security Agent Deed are repeated, with reference to the facts and circumstances then existing.

6. THE EXISTING SHARE CHARGE

The Existing Share Charge shall remain in full force and effect as supplemented by this deed.

7. DESIGNATION

This deed is designated as a Finance Document.

8. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

9. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Security Deed has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENTAL CHARGOR

EXECUTED as a **DEED** by

AVIAGEN INTERNATIONAL FINANCE TWO LIMITED acting by:

REDACTED

By: Wendy Dye

Title: Director

REDACTED

By: Christopher Hill

Title: Director

Notice Details

Address: 920 Explorer Blvd, Huntsville, AL USA 35806

Attention: Wendy Dye

Facsimile: 256-890-3919

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by

its attorney/director REDACTED

.....
Attorney/Director

.....
Simon Lazarus
Authorised Signatory

Witnessed by: REDACTED

.....
Witness Name: LAURA LAZARUS

Witness Address: REDACTED