



Registration of a Charge

Company Name: **XENOGESIS LIMITED**

Company Number: **07541784**



XAJVIUA0

Received for filing in Electronic Format on the: **22/12/2021**

Details of Charge

Date of creation: **22/12/2021**

Charge code: **0754 1784 0004**

Persons entitled: **GOLUB CAPITAL LLC AS SECURITY AGENT FOR ITSELF AND THE OTHER SECURED PARTIES**

Brief description: **SECURITY ACCESSION DEED**

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: **MCDERMOTT WILL & EMERY UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7541784

Charge code: 0754 1784 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by XENOGESIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2021 .

Given at Companies House, Cardiff on 29th December 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED (the “Deed”) is made on 22 December 2021

BETWEEN:

- (1) **SPARK MIDCO 2 LIMITED**, a company incorporated in England and Wales with registered number 13356289 (the “Parent”);
- (2) **AGHOCO 1579 (TOPCO) LIMITED**, a company incorporated in England and Wales with registered number 10900083;
- (3) **AGHOCO 1578 (MIDCO) LIMITED**, a company incorporated in England and Wales with registered number 10900578;
- (4) **AGHOCO 1566 (BIDCO) LIMITED**, a company incorporated in England and Wales with registered number 10887491;
- (5) **EVERGREEN HOLDCO 1 LIMITED**, a company incorporated in England and Wales with registered number 10886841;
- (6) **SYGNATURE DISCOVERY LIMITED**, a company incorporated in England and Wales with registered number 05210563;
- (7) **RENASCI LIMITED**, a company incorporated in England and Wales with registered number 04698942;
- (8) **XENOGENESIS LIMITED**, a company incorporated in England and Wales with registered number 07541784 (the companies listed in 1-8 (inclusive) above each being a “New Chargor” and together the “New Chargors”); and
- (9) **GOLUB CAPITAL LLC** as security agent for itself and the other Secured Parties (the “Security Agent”).

RECITAL:

This Deed is supplemental to a security agreement dated 25 August 2021 between, amongst others, the Parent, the Chargors named therein and the Security Agent (the “Security Agreement”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meaning when used in this Deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.8 (*Miscellaneous*) (inclusive) of the Security Agreement will be deemed to be set out in full in this Deed, but as if references in **those clauses to “this Deed”** and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

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

2.2 Covenant to pay

Each New 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 pursuant to and in accordance with the Debt Documents.

2.3 Specific Security

Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) 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 first fixed charge:

- (i) all of its rights, title and interests in the Bank Accounts, all monies standing to the credit of the Bank Accounts and all corresponding Related Rights;
- (ii) the Shares and all corresponding Related Rights; and
- (iii) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights, title and interest in (and claims under) the Intercompany Receivables and all corresponding Related Rights.

2.4 Security Assignment

As further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.5 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2.6 Conversion of Floating Charge

- (a) The Security Agent may, by notice to the relevant Chargor, convert the floating charge created under this Deed into a fixed charge with immediate effect as regards those assets specified in the notice: (i) if an Acceleration Event has occurred; or (ii) if the Security Agent has reasonable ground for considering the Charged Property to be in danger of being seized or sold under any form of distress, attachment, extension or other legal process, or to be otherwise in jeopardy.
- (b) The floating charge created under this Deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the relevant New Chargor which are subject to the floating charge created under this Deed, if:
 - (i) any formal step is taken in relation to the winding up or dissolution of a New Chargor or the making of any compromise, assignment or arrangement with any creditor;
 - (ii) if a Receiver or an administrator is appointed or any formal step is taken in relation to the appointment of a Receiver or an administrator;
 - (iii) the relevant New Chargor creates, or purports to create, Security (except as permitted by the Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Deed.
- (c) Upon the conversion of any floating charge pursuant to this Clause 2.6, the relevant New Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require but on terms no more onerous than the terms of this Deed and subject to the Agreed Security Principles.
- (d) Any notice given by, or on behalf of the Security Agent under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Deed or any other Debt Document.

3. NEGATIVE PLEDGE

- (a) Except as permitted under paragraph (b) below, no New Chargor shall create or permit to subsist any Security or Quasi-Security over any of the Charged Property.
- (b) Paragraph (a) above does not apply to any Security or (as the case may be) Quasi-Security, which is:
 - (i) Permitted Security; or
 - (ii) a Permitted Transaction.

4. CONSTRUCTION OF SECURITY AGREEMENT

- (a) The Security Agreement shall remain in full force and effect as supplemented by this Deed.

- (b) The Security Agreement and this Deed shall be read together as one instrument on the basis that references in the **Security Agreement** to “this Deed” or “this Agreement” and other similar expressions will be deemed to be references to the Security Agreement as supplemented by this Deed.

5. DESIGNATION AS A DEBT DOCUMENT AND A TRANSACTION SECURITY DOCUMENT

This Deed is designated as a Debt Document and as a Transaction Security Document.

6. 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.

7. NOTICES

8. Each New Chargor confirms that its address details for notices are as follows:

Address: The Discovery Building Biocity, Pennyfoot Street, Nottingham, Nottinghamshire, United Kingdom, NG1 1GR

Email address: L.Jordison@sygnaturediscovery.com

Attention: Louisa Jordison

9. 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.

10. INVALIDITY OF ANY PROVISION

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

The parties to this Deed intend for this document to take effect as a Deed notwithstanding that a party may execute it underhand.

11. GOVERNING LAW

- (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 Parent or any of the New Chargors in any other court of competent jurisdiction. To the extent allowed by law, the Secured Party may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	400,000 A ordinary shares of £0.01 each
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	414,800 B ordinary shares of £0.01 each
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	38,200 C1 ordinary shares of £0.01 each
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	46,900 C2 ordinary shares of £0.10 each
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	69,700 C3 ordinary shares of £0.01 each
Spark Bidco Limited	Aghoco 1579 (Topco) Limited	343,504 D ordinary shares of £0.001 each
Aghoco 1579 (Topco) Limited	Aghoco 1578 (Midco) Limited	400,001 ordinary shares of £1.00 each
Aghoco 1578 (Midco) Limited	Aghoco 1566 (Bidco) Limited	400,001 ordinary shares of £1.00 each
Aghoco 1566 (Bidco) Limited	Evergreen Holdco 1 Limited	106,683 ordinary shares of £0.0003 each
Evergreen Holdco 1 Limited	Sygnature Discovery Limited	95,000 ordinary shares of £0.001 each
Evergreen Holdco 1 Limited	Renasci Limited	186,120 A shares of £1.00 each
Evergreen Holdco 1 Limited	Renasci Limited	186,120 B shares of £1.00 each
Evergreen Holdco 1 Limited	Renasci Limited	186,120 C shares of £1.00 each
Sygnature Discovery Limited	Xenogenesis Limited	9,398 ordinary shares of £0.01 each

SCHEDULE 2

BANK ACCOUNTS

Name of Chargor which holds the Bank Account	Account Bank	Sort Code	Account Number
Sygnature Discovery Limited	HSBC	40-12-76	84029631
Sygnature Discovery Limited	HSBC	40-12-76	84029658
Sygnature Discovery Limited	HSBC	40-11-18	55425689
Evergreen Holdco 1 Limited	HSBC	40-11-18	15425670
Aghoco 1566 (Bidco) Ltd	HSBC	40-11-18	65426685
RenaSci Ltd	HSBC	40-11-18	25516005
RenaSci Ltd	HSBC	40-12-76	84781012
RenaSci Ltd	HSBC	40-12-76	84781020
Xenogenesis Ltd	HSBC	40-12-76	84966068

SIGNATORIES TO DEED OF ACCESSION

A NEW CHARGOR

**EXECUTED as a DEED by
AGHOCO 1579 (TOPCO) LIMITED acting by:**

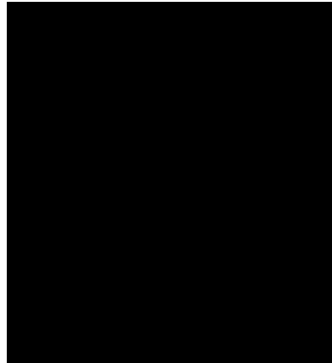
Director:

Director:

A NEW CHARGOR

**EXECUTED as a DEED by
AGHOCO 1578 (MIDCO) LIMITED acting by:**

Director:

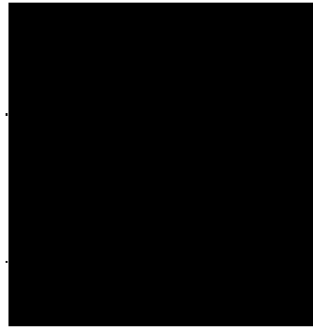


Director:

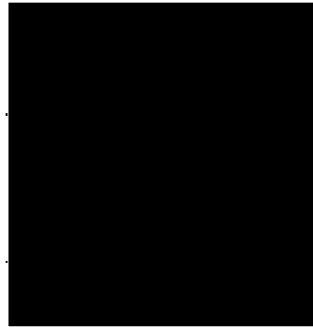
A NEW CHARGOR

**EXECUTED as a DEED by
AGHOCO 1566 (BIDCO) LIMITED acting by:**

Director:




Director:



A NEW CHARGOR

**EXECUTED as a DEED by
EVERGREEN HOLDCO 1 LIMITED acting by:**

Director:

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Director:

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A NEW CHARGOR

EXECUTED as a DEED by
SYGNATURE DISCOVERY LIMITED acting by:

Director:

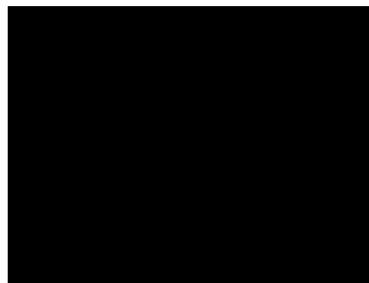


Director:

A NEW CHARGOR

**EXECUTED as a DEED by
RENASCI LIMITED acting by:**

Director:



Director:

A NEW CHARGOR

**EXECUTED as a DEED by
XENOGESIS LIMITED acting by:**

Director:



Director:

THE PARENT

**EXECUTED as a DEED by
SPARK MIDCO 2 LIMITED acting by:**

Director:

Director:

THE SECURITY AGENT

**EXECUTED as a DEED by
GOLUB CAPITAL LLC acting by:**

By:

Name: Marc C. Robinson

Title: Senior Managing Director

Notice Details

Address: Golub Capital LLC 100 South Wacker Drive, 18th Floor Chicago, Illinois 60606

Fax No.: N/A

E-mail: jverde@golubcapital.com

Attention: Jeffrey D. Verde

With a copy to (which shall not constitute notice):

Address: McDermott Will & Emery UK LLP 110 Bishopsgate, London EC2N 4AY, United Kingdom

Email: amahmoud@mwe.com / njupp@mwe.com

Attention: Mahmoud / Nicholas Jupp