



Registration of a Charge

Company Name: **CLINIGEN HOLDINGS LIMITED**

Company Number: **10618229**



XBC5UNW8

Received for filing in Electronic Format on the: **09/09/2022**

Details of Charge

Date of creation: **07/09/2022**

Charge code: **1061 8229 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description:

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: **AJAY AGARWAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10618229

Charge code: 1061 8229 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2022 and created by CLINIGEN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2022 .

Given at Companies House, Cardiff on 13th September 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 7 September 2022

BETWEEN:

- (1) The entities listed in Schedule 1 (each a “New Chargor” and together the “New Chargors”); and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as security trustee and agent for itself and the other Secured Parties (the “Common Security Agent”).

RECITAL:

This deed is supplemental to a debenture dated 5 April 2022 between, amongst others, the Chargors named therein and the Common Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “Debenture”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed. In addition, in this deed “Clinigen Holdings” shall mean Clinigen Holdings Limited, company registered in England and Wales with registration number 10618229.

1.2 Construction

Clauses 1.3 (*Construction*) to 1.8 (*Common Security Agent assumes no obligation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” 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 Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

- (a) Each New Chargor as primary obligor covenants with the Common 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.
- (b) Notwithstanding any other provision of this deed, unless and until Clinigen Holdings become an Obligor under any Priority Creditor Debt Document, the recourse of the Secured Parties to Clinigen Holdings under this deed shall at all times be limited to Clinigen Holdings’ Charged Assets and the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to Clinigen Holdings generally or to any other assets of Clinigen Holdings.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Deed is:

- (a) created with full title guarantee;
- (b) created in favour of the Common Security Agent as security trustee for the Secured Parties and the Common Security Agent shall hold the benefit of the Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Consent for Fixed Security

Each New Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Each New Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets, unless such actions are permitted or not expressly prohibited under the Priority Creditor Debt Documents (with the exception of the Transaction Security Documents (as defined in the Intercreditor Agreement)).

5. FIXED SECURITY

5.1 Fixed charge over Accounts

Subject to Clause 7 (*Excluded Property*) of the Debenture, each New Chargor (other than Clinigen Holdings) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Accounts and all Related Rights.

5.2 Fixed charge over Investments

Subject to Clause 7 (*Excluded Property*) of the Debenture, each New Chargor (other than Clinigen Holdings) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.3 Fixed charge over Shares

Subject to Clause 7 (*Excluded Property*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.4 Fixed charge over Intercompany Receivables

Subject to Clause 7 (*Excluded Property*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intercompany Receivables (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights.

6. FLOATING CHARGE

6.1 Floating charge

- (a) Subject to Clause 7 (*Excluded Property*), each New Chargor (other than Clinigen Holdings) charges by way of first floating charge in favour of the Common Security Agent all present and future assets and undertaking of each New Chargor.
- (b) The floating charge created pursuant to paragraph (a) of this Clause 6.1 shall be deferred in point of priority to all Fixed Security validly and effectively created by each New Chargor under this Debenture in favour of the Common Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 6.1.

7. ASSIGNMENT

Subject to Clause 7 (*Excluded Property*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Common 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 Common Security Agent to each New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

8. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

9. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

10. JURISDICTION

10.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this deed (including a dispute relating to 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 this deed) (a “Dispute”).

10.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

IN WITNESS whereof this deed has been executed as, and is intended to take effect as, a deed by each New Chargor and has been signed by the Common Security Agent and is delivered on the date first above written.

THE NEW CHARGORS

**EXECUTED as a DEED by
CLINIGEN HOLDINGS LIMITED acting by:**

REDACTED

Director:

Name:

Richard Irving

REDACTED

Witness:

Name:

Amanda Miller

Address:

Clinigen House, Weybridge

Occupation:

GC + Lawyer

Notice Details

Address:

c/o Clinigen Healthcare Limited, Pitcairn House Crown Square, Centrum 100,
Burton On Trent, Staffordshire, DE14 2WW

Facsimile:

REDACTED

Attention:

Jatin Mistry

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
CLINIGEN HEALTHCARE LIMITED acting by:

Director: REDACTED

Name: Richard Pinnock

Witness: REDACTED

Name: Amanda Miller

Address: Clinigen House, Weybridge

Occupation: GC & lawyer

Notice Details

Address: c/o Clinigen Healthcare Limited, Pitcairn House Crown Square, Centrum 100,
Burton On Trent, Staffordshire, DE14 2WW

Facsimile: REDACTED

Attention: Jatin Mistry

EXECUTED as a DEED by
COLONIS PHARMA LIMITED acting by:

Director: REDACTED

Name: IPATIA EFRAINIDOU

Witness: REDACTED

Name: CHRISTOS VOITSIDIS

Address: REDACTED

Occupation: DEPTO MCTEIST

Notice Details

Address: c/o Clinigen Healthcare Limited, Pitcairn House Crown Square, Centrum 100,
Burton On Trent, Staffordshire, DE14 2WW

Facsimile: REDACTED

Attention: Jatin Mistry

THE COMMON SECURITY AGENT

EXECUTED by
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

REDACTED

Signature of Authorised Signatory

Name of Authorised Signatory:

Baljit Purewal, Authorised Signatory

SCHEDULE 1

NEW CHARGORS

Company Name	Registered Number	Jurisdiction of Incorporation
Clinigen Healthcare Limited	06252720	England & Wales
Colonis Pharma Limited	05486832	England & Wales
Clinigen Holdings Limited	10618229	England & Wales

SCHEDULE 2

SHARES AND INVESTMENTS

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Clinigen Healthcare Limited	Colonis Pharma Limited	2,000 ordinary shares of £1.00 each
Clinigen Holdings Limited	Clinigen Healthcare Limited	1,000 ordinary shares of £1.00 each

SCHEDULE 3

BANK ACCOUNTS

Name of Chargor	Name of institution at which account is held	Currency	Account Number	Sort Code/IBAN
Clinigen Healthcare Limited	HSBC	GBP	REDACTED	REDACTED
Clinigen Healthcare Limited	HSBC	USD	REDACTED	REDACTED
Clinigen Healthcare Limited	HSBC	EURO	REDACTED	REDACTED
Colonis Pharma Limited	Natwest	GBP	REDACTED	REDACTED