



**Registration of a Charge**

Company Name: **ENNOGEN INVESTMENTS LTD**

Company Number: **13266253**



Received for filing in Electronic Format on the: **19/04/2024**

XD1E1ADV

**Details of Charge**

Date of creation: **16/04/2024**

Charge code: **1326 6253 0001**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

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: **ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13266253

Charge code: 1326 6253 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2024 and created by ENNOGEN INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2024 .

Given at Companies House, Cardiff on 22nd April 2024

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**



**Dated** 16 April 2024

**ENNOGEN INVESTMENTS LIMITED**  
as Chargor

**SANTANDER UK PLC**  
as Security Agent

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**IRISH SHARE CHARGE**

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This Share Charge is made on 16 April

2024

**Between**

- (1) **Ennogen Investments Limited** a company incorporated under the laws of England and Wales with company registration number 13266253 and its registered office at Unit G4, Riverside Way, Dartford, England, DA15BS (**Chargor**); and
- (2) **Santander UK plc** (registered in England and Wales with number 02294747) as security trustee for the Secured Parties (**Security Agent**) (as defined in the Facility Agreement defined below).

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed:

**2009 Act** means the Land and Conveyancing Law Reform Act 2009

**Charged Property** means, in respect of the Chargor, each of its assets and undertaking which from time to time are, or are expressed to be, the subject of any Security created (or expressed to be created) by, under or supplemental to, this Deed in favour of the Security Agent

**Facility Agreement** means the revolving credit facility agreement between (1) Ennogen Holdings Limited as parent, (2) Ennogen Healthcare International Limited as Original Borrower, (3) the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto as, together with the Parent, Original Guarantors, (4) Santander UK plc as Arranger, (5) the financial institutions listed in Part 2 of Schedule 1 as Original Lenders, (6) the entities listed in Part 3 of Schedule 1 as Original Hedge Counterparties, (7) Santander UK plc as Agent, (8) Santander UK plc as Security Agent and (9) Santander UK plc as Original Ancillary Lender and dated on or about the date of this Deed

**Investments** means any shares, stocks, debentures, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes and partnerships, warrants, options and any rights to subscribe for any investment (other than the Secured Shares), and in each case:

- (a) whether certificated or uncertificated, physical or dematerialised, registered or unregistered and
- (b) whether held directly by or to the order of the Chargor or by a trustee, custodian, fiduciary, clearance system or nominee on its behalf (including all rights against any such trustee, custodian, fiduciary, clearance system or nominee)

**Party** means a party to this Deed

**Receiver** means any receiver, receiver and manager or administrative receiver of the Chargor or the whole or any part of any of the Charged Property and includes any appointee made under a joint or several appointment

**Related Rights** means, in respect of any asset:

- (a) all monies, amounts and proceeds paid or payable in respect of (or derived from) that asset (whether as income, capital or otherwise)
- (b) in the case of an Investment or Secured Share, all shares, investments or other assets derived from that Investment or Secured Share and all dividends, interest and other monies payable in respect of such Investment or Secured Share (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)
- (c) all rights in respect of, derived from or incidental to that asset (including all rights to make any demand or claim)
- (d) all powers, remedies, causes of action, guarantees, indemnities, security or other collateral in respect of, or derived from, that asset (or any of them)
- (e) the benefit of any judgment or order to pay a sum of money and all rights of enforcement in respect of that asset and
- (f) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that asset or any monies paid or payable in respect of those covenants

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document

**Secured Shares** means, in respect of the Chargor, all shares present and future held by it in any member of the Group from time to time (including those listed in Schedule 1 (Secured Shares)) and in each case:

- (a) whether certificated or uncertificated, physical or dematerialised, registered or unregistered and
- (b) whether held directly by or to the order of the Chargor or by a trustee, custodian, fiduciary, clearance system or nominee on its behalf (including all rights against any such trustee, custodian, fiduciary, clearance system or nominee)

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied and discharged in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled and all obligations of the Hedge Counterparties under the Hedging Agreements have been terminated and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents

## 1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.

- (b) In this Deed the term **disposal** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly.
- (c) Clause 1.2 (Construction) and 1.3 (Currency symbols and definitions) of the Facility Agreement are incorporated in this Deed as if set out here in full but so that each reference in that clause to this **Agreement** or a **Finance Document** shall be read as a reference to this Deed.

### 1.3 Present and future assets

- (a) A reference in this **Deed** to any **Charged Property** or other asset includes, unless the contrary intention appears, present and future **Charged Property** and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

### 1.4 Fixed security

Clauses 3.2 (First fixed charges) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.

### 1.5 No obligations

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Property.

## 2 Covenant to pay

The Chargor covenants with the Security Agent as security trustee for the Secured Parties, to pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

## 3 Charging provisions

### 3.1 General

All Security created by the Chargor under this Deed is:

- (i) a continuing security for the payment, performance and discharge of the Secured Liabilities; and
- (ii) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties.

### 3.2 **First fixed charges**

The Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to:

- (a) the Secured Shares;
- (b) the Investments;

together with, in each case, all other Related Rights thereto.

## 4 **Effectiveness of security**

### 4.1 **Continuing security**

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect unless and until discharged by the Security Agent in writing and regardless of any intermediate payment, discharge or satisfaction by the Chargor or any other person of the whole or any part of the Secured Liabilities.

### 4.2 **No prejudice**

The Security created by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

### 4.3 **Cumulative rights**

- (a) The Security constituted by this Deed shall be cumulative, in addition to and independent of any other Security which any Secured Party may hold at any time for the Secured Liabilities (or any of them) or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security.
- (b) No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the Security constituted by this Deed.

### 4.4 **Waiver of defences**

The obligations of, and the Security created by, the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause 4.4, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;



- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### 4.5 **Chargor intent**

Without prejudice to the generality of clause 4.4, the Chargor expressly confirms that it intends that the Security created under the Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 4.6 **Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 4.7 **Deferral of rights**

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under this Deed;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Deed or of any other guarantee or Security taken pursuant to, or in connection with, this Deed by any Charged Party;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with this Deed to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 16 (Application of monies).

## **5 Negative pledge**

- 5.1 The Chargor shall not create or permit to subsist any Security over any of the Charged Property.
- 5.2 Clause 5.1 does not apply to any Security which is expressly permitted pursuant to the terms of the Facility Agreement.

## **6 Restrictions on disposals**

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of any Charged Property.
- 6.2 Clause 6.1 does not apply to any disposal expressly permitted pursuant to the Facility Agreement.

## **7 Further assurance**

- 7.1 The Chargor shall promptly, at its own expense, take all such action (including filings, registrations, notarisations) and execute all such documents (including assignments, transfers, charges, notices and instructions) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent may require):
  - (a) to create, perfect, protect and/or maintain the Security created or intended to be created under or evidenced by this Deed in favour of the Security Agent or its nominee(s) (which may include the execution by the Chargor of a charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of any rights, powers and remedies of the Security Agent, the Finance Parties or any Receiver provided by or pursuant to this Deed or by law;
  - (b) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
  - (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 7.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any

Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this Deed.

## **8 Documents of title**

The Chargor shall:

- (a) immediately upon the date of this Deed (and on the acquisition by it of any interest in any Charged Property at any time) deposit (or procure the deposit of) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Charged Property (or otherwise procure that any such deeds, certificates and other documents are held to the order of the Security Agent on terms acceptable to the Security Agent); and
- (b) deposit (or procure the deposit of) with the Security Agent at any time after the date of this Deed any further deeds, certificates, instruments of transfer and other documents constituting or evidencing title to the Charged Property, promptly upon coming into possession of them (or otherwise procure that any such deeds, certificates, instruments of transfer and other documents are held to the order of the Security Agent on terms acceptable to the Security Agent).

## **9 Notices of assignments and charges**

### **9.1 Secured Shares and Investments**

- (a) On:
  - (i) the date of this Deed; and
  - (ii) if later, within 5 Business Days of the date of acquisition of any Secured Shares, Investments or Related Rights, or if required, within five Business Days of receipt by it of the stock transfer forms duly stamped by the Revenue Commissioners in relation to the acquisition of any Secured Shares, Investments or Related Rights,

the Chargor shall deliver to the Security Agent:

- (A) all certificates of title and other documents of title or evidence of ownership in respect of its Secured Shares or Investments and the Related Rights;
- (B) undated dividend mandates in the form set out in Schedule 2 Part 1 in respect of the Secured Shares;
- (C) undated irrevocable proxies in the form set out in Schedule 2 Part 2 in respect of its shareholding in each member of the Group;
- (D) irrevocable authorised person appointments in respect of its shareholding in each member of the Group, in the form set out in Schedule 2 Part 3;
- (E) certified copies of the share registers of each member of the Group in which Secured Shares are held; and
- (F) such transfer documents (executed with the transferee left blank) or any other documents as the Security Agent may require or otherwise request in respect of those Secured Shares, Investments and Related Rights;

The Chargor authorises the Security Agent to date and otherwise complete the deliverables at paragraphs 9.1(a)(iii)(B), 9.1 (a)(iii)(C), 9.1 (a)(iii)(D) and 9.1 (a)(iii)(F) above on or at any time after the occurrence of an Event of Default.

- (b) Until the occurrence of an Event of Default that is continuing, the Chargor shall be entitled to:
  - (i) receive and retain all dividends, distributions and other monies receivable in respect of its Secured Shares, Investments and Related Rights; and
  - (ii) exercise all voting and other rights in relation to its Secured Shares and Investments.
- (c) On and from the occurrence of an Event of Default that is continuing, the Security Agent may, at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):
  - (i) receive and retain the dividends, distributions and other monies receivable in respect of its Secured Shares, Investments and Related Rights and apply the dividends, distributions and other monies receivable in respect of its Secured Shares, Investments and Related Rights in accordance with clause 16 (Application of monies); and
  - (ii) exercise (or refrain from exercising) all voting rights in relation to the Secured Shares and Investments; and
  - (iii) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Shares or Investments in the manner and on the terms the Security Agent thinks fit.
- (d) The Chargor shall not exercise its voting and other rights in respect of its Secured Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Finance Parties.
- (e) The Chargor shall make all payments which may become due and payable in respect of any of its Secured Shares, Investments and Related Rights. If the Chargor fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the Chargor. Any sums so paid by the Security Agent shall be repayable by the Chargor to the Security Agent on demand and pending such repayment shall constitute part of the Secured Liabilities.
- (f) The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Secured Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of the Chargor in respect of any Secured Shares, Investments or Related Rights.
- (g) The Chargor shall comply with any notice served on it under the Irish Companies Act or pursuant to the constitution or any other constitutional document of any relevant entity in respect of or in connection with the Secured Shares, Investments or Related Rights and will promptly provide to the Security Agent a copy of that notice.
- (h) The Chargor shall ensure that none of its Secured Shares are converted into uncertificated form without the prior written consent of the Security Agent.

- (i) Immediately on the conversion of the Chargor's Secured Shares, Investments or Related Rights from a certificated to an uncertificated form, or on the acquisition by the Chargor of any Secured Shares, Investments or Related Rights in an uncertificated form, the Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may require in order to protect or preserve the Security intended to be created by this Deed.

## **10 Undertakings**

The Chargor undertakes to the Security Agent in accordance with this clause 10. The undertakings in this clause 10 shall remain in force during the Security Period.

### **10.1 General undertaking**

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created by or under this Deed.

## **11 Power to remedy**

- 11.1 If the Chargor fails to comply with any of the undertakings set out in clause 10 (Undertakings), it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate to take such action on behalf of the Chargor as shall be necessary to ensure that it complies with those undertakings.
- 11.2 If the Chargor fails to perform any obligation or other covenant affecting the Charged Property or other Charged Property, the Chargor shall permit the Security Agent or its agents and contractors:
  - (a) to comply with or object to any notice served on the Chargor relating to the Charged Property; and
  - (b) to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 11.3 The Chargor shall within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 11.

## **12 Security power of attorney**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates (acting solely, some acting together or all acting together) to be its attorney with the full power and authority of the Chargor (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case:

which may be required / which the Chargor ought or has agreed to execute or do under this Deed and which it has failed to do within 3 Business Days following a request from the Security Agent to undertake such execution or action; or

- (i) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

### **13 Enforcement of security**

#### **13.1 When security is enforceable**

On and at any time after the occurrence of any Event of Default which is continuing:

- (a) the Security created by and under this Deed is immediately enforceable; and
- (b) the statutory power of sale together with all other rights, powers, privileges, discretions and immunities conferred on mortgagees by law (in each case as varied by this Deed) will be immediately exercisable and no Secured Party shall have any liability arising out of its exercise of any such rights, powers, privileges, discretions and immunities.

#### **13.2 Acts of enforcement**

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner and on the terms it sees fit;
- (b) exercise all and any of its rights and powers conferred upon mortgagees by the 2009 Act or otherwise by any law on mortgagees, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed or otherwise by law, whether or not it has taken possession or appointed a Receiver to any of the Charged Property;
- (c) appoint one or more persons to be a Receiver to all or any part of the Charged Property;
- (d) appoint one or more persons to be an examiner in respect of the Chargor and take any steps to do so;
- (e) exercise its statutory power of sale;
- (f) exercise any power of leasing conferred upon a mortgagor in possession by section 112 of the 2009 Act;
- (g) accept the surrender of leases conferred upon a mortgagor in possession by section 114 of the 2009 Act; or
- (h) if permitted by law, appoint an administrative receiver in respect of the Chargor.

### 13.3 Right of appropriation

- (a) To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Charged Property constitute "financial collateral" for the purpose of the European Communities (Financial Collateral Arrangements Regulations 2010) (**Regulations**), the Security Agent shall have the right at any time after the Security becomes enforceable, to appropriate all or any part of the Charged Property in or towards discharge of the Secured Liabilities.
- (b) The value of the appropriated Charged Property shall be:
  - (i) in the case of cash, the amount of cash appropriated, together with any accrued but unposted interest at the time of appropriation; and
  - (ii) in the case of Secured Shares and Investments, determined by the Security Agent by reference to any publicly available market price or by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation.

In each case, for the purposes of the Regulations, the Chargor agrees that any such determination by the Security Agent will constitute a valuation "in a commercially reasonable manner".

### 13.4 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Sections 92 (and any other restriction on the consolidation of mortgages), 94, 96(1)(c), 99, 101, 105(2), 106(3), 107 and 109 of the 2009 Act shall not apply to this Deed, the Security or any enforcement thereof.
- (c) The statutory powers to lease and accept surrenders conferred on the Security Agent by sections 112 to 114 of the 2009 Act are extended to enable the Security Agent to arrange to lease, lease, arrange to accept surrenders, accept surrenders and grant new leases free of any restrictions imposed in sections 112 to 114 of the 2009 Act or other restrictions imposed by law.
- (d) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the 2009 Act on mortgagees and Receivers. It shall not be necessary for any consent or court order to be obtained, any event to occur, any notification to be made or any condition to be fulfilled under any of sections 97, 98, 100(1), 100(2), 100(3), 103(2) or 108(1) of the 2009 Act before the Security Agent takes steps to enforce the Security (including by way of appointment of one or more Receivers).

### 13.5 Contingencies

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

**13.6 Mortgagee in possession - no liability**

None of the Security Agent, its nominee(s) nor any Receiver shall be liable, by reason of entering into possession of any Charged Property, to account as a mortgagee or mortgagee in possession or for any loss arising by reason of taking any action permitted by this Deed or any neglect, default or omission in connection with the Charged Property or taking possession of or realising all or any part of the Charged Property.

**13.7 Redemption of prior mortgages**

- (a) At any time after the Security created by or under this Deed has become enforceable, the Security Agent may:
  - (i) redeem any prior form of Security over any Charged Property;
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

**13.8 Secured Shares and Investments – following an Event of Default**

- (a) If an Event of Default is continuing, the Chargor shall on request by the Security Agent:
  - (i) deliver to the Security Agent such pre-stamped stock transfer forms or other transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Secured Shares, the Investments and/or Related Rights referred to in such request;
  - (ii) provide to the Security Agent certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Agent may reasonably require;
  - (iii) procure that each such transfer is promptly registered by the relevant company or other entity; and
  - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Secured Shares, Investments and/or Related Rights, are delivered to the Security Agent in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable).
- (b) At any time while an Event of Default is continuing, the Security Agent may complete any transfer documents held by it in respect of the Secured Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the Security created by or under this Deed has become enforceable the Security Agent and its nominee or nominees may sell all or any of the Secured Shares,



Investments or Related Rights of the Chargor in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine.

- (d) If the Chargor receives any dividends, distributions or other monies in respect of its Secured Shares, Investments and Related Rights at a time following the occurrence of an Event of Default that is continuing, the Chargor shall immediately pay such sums received directly to the Security Agent for application in accordance with clause 16 (Application of monies) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct.

## **14 Receiver**

### **14.1 Appointment of Receiver**

- (a)
  - (i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint one or more persons to be a Receiver to all or any part of the Charged Property in accordance with clause 13.2(c) (Acts of enforcement).
  - (ii) At any time, if so requested in writing by the Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Charged Property as if the Security Agent had become entitled under the 2009 Act to exercise the power of sale conferred under the 2009 Act.
- (b) Any appointment under clause 14.1(a) may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver does not apply to this Deed.
- (d) Any Receiver appointed under this Deed shall be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 2009 Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (e) In no circumstances whatsoever shall the Security Agent or any Secured Party be liable (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason nor be in any way responsible for any misconduct, negligence or default of the Receiver.

### **14.2 Removal**

The Security Agent may remove from time to time any Receiver appointed by it and may, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **14.3 Powers of Receiver**

- (a) General

- (i) A Receiver has all of the rights, powers and discretions set out below in this clause 14.3 in addition to those conferred on it by the Irish Companies Act.
  - (ii) A Receiver may, in the name of the Chargor:
    - (A) do all other acts and things which he may consider expedient for realising any Charged Property; and
    - (B) exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.
  - (iii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed and to the exclusion of any other Receivers.
- (a) A Receiver shall have all rights, powers, privileges, discretions and immunities conferred on receivers by law (in each case as varied by this Deed) including the powers listed in section 437 of the Irish Companies Act and shall also have the power to:
- (i) exercise (without being under any obligation to do so and without any liability for so doing) all rights in respect of the Charged Property over which he has been appointed, whether those rights are originally available (at law, in equity, under this Deed or under another agreement) to the Chargor, the Security Agent or any Receiver or Delegate;
  - (ii) make filings, registrations, notifications, regulatory approvals and other authorisations of any nature whatsoever;
  - (iii) enter into and perform his obligations in respect of bonds, guarantees, indemnities, covenants and the like;
  - (iv) enter into, amend, rescind or repudiate any agreements;
  - (v) take an indemnity from any person against any losses, howsoever arising, in connection with the exercise by him of his powers;
  - (vi) comply with any requirement of law or regulation, and with any notices or orders received in respect of the Charged Property;
  - (vii) deal with the Chargor's tax affairs as he may see fit;
  - (viii) deal with any accounts, claims (howsoever arising), contracts, demands, questions or disputes (howsoever arising) whatsoever which may arise in connection with the relevant Chargor's business, the Security or the Charged Property;
  - (ix) otherwise deal with the Charged Property in such manner and on such terms and conditions as he may see fit;
  - (x) use the Chargor's name and seal in the exercise of any of his powers; and
  - (xi) delegate any or all of his powers.

- (b) A Receiver may exercise any powers referred to (expressly or by incorporation) in this clause 14 notwithstanding any insolvency of the Chargor, and a Receiver shall not be liable for any loss arising in connection with the exercise of those powers.
- (c) The Security Agent may exercise all rights, powers, privileges, discretions and immunities conferred on receivers by law or by this Deed irrespective of whether or not a Receiver has been appointed.

#### **14.4 Remuneration**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

#### **15 Delegation**

- 15.1 Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- 15.2 That delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- 15.3 Neither the Security Agent, nor any Receiver, nor any Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

#### **16 Application of monies**

- 16.1 All monies from time to time received or recovered by the Security Agent or any Receiver under this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and shall be applied in accordance with the terms of the Facility Agreement. This clause 16:
  - (a) is subject to the payment of any claims having priority over this Security; and
  - (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.
- 16.2 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities.

#### **17 Expenses and indemnity**

The Chargor must:

- (a) promptly on demand, and in any event within 3 Business Days, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

## 18 Remedies and waivers

- 18.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver of any such right of remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 18.2 A waiver or affirmation given or consent granted by the Security Agent or any Receiver under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## 19 Protection of third parties

- 19.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire:
  - (a) whether the Secured Liabilities have become payable;
  - (b) whether any power purported to be exercised has become exercisable or is being properly exercised;
  - (c) whether any Secured Liabilities or other monies remain outstanding;
  - (d) how any monies paid to the Security Agent or to the Receiver shall be applied; or
  - (e) the status, propriety or validity of the acts of the Receiver or Security Agent.
- 19.2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve that purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.
- 19.3 In clauses 19.1 and 19.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property or any of them.

## 20 Settlements conditional

- 20.1 If the Security Agent (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- 20.2 Any settlement, discharge or release between the Chargor and any Secured Party shall be conditional upon no Security or payment to or for that Secured Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

## **21 Subsequent Security**

- 21.1 If any subsequent charge or other interest affects any Charged Property, a Secured Party may open a new account with the Chargor.
- 21.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 21.3 As from that time all payments made to that Secured Party will be credited or to be treated as having been credited to the new account and will not operate to reduce any Secured Liabilities.

## **22 Set-off**

A Finance Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **23 Notices**

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 34 (Notices) of the Facility Agreement.

## **24 Invalidity**

Clause 36 (Partial invalidity) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

## **25 Assignment**

- 25.1 Each Finance Party may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.
- 25.2 The Chargor may not assign or otherwise transfer any of its rights and obligations under this Deed.

## **26 Releases**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed; and
- (b) the Charged Property from the Security created by and under this Deed.

## **27 Currency clauses**

- 27.1 Clause 32.9 (Currency of account) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed

and any Security created by or under it and references to the Obligors shall be construed as references to the Chargor.

- 27.2 If a payment is made to the Security Agent under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the market rate of exchange and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

## 28 Certificates and determinations

Clause 35.2 (Certificates and determinations) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Finance Parties shall be construed as references to the Security Agent.

## 29 Counterparts

This Deed or any Finance Document entered into under or in connection with 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 or any Finance Document.

## 30 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by Irish law.

## 31 Enforcement

### 31.1 Jurisdiction of Irish courts

- (a) The courts of Ireland 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 any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 31 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

## 32 Process agent

Without prejudice to any other mode of service allowed under any relevant law, the Chargor:

- (a) irrevocably appoints Ennogen Healthcare (Europe) Limited as its process agent in relation to any proceedings before the courts of Ireland in connection with this Deed (and Ennogen Healthcare (Europe) Limited by its execution of this Deed, accepts that appointment);

- (b) agrees that any failure by a process agent to notify the Chargor of the process will not invalidate the proceedings concerned; and
- (c) agrees that, if an appointed process agent is unable or becomes unwilling to act, the Chargor shall immediately and in any event within 10 Business Days of that occurring appoint another process agent on terms acceptable to the Security Agent failing which the Security Agent may appoint another process agent.

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

**Schedule 1****Secured Shares**

<b>Chargor</b>	<b>Name and registered number of company</b>	<b>Number and class of shares</b>
Ennogen Investments Limited	Ennogen (Europe) (641689) Healthcare Limited	100 Ordinary Shares of €1.00 each



## Schedule 2

### Part 1- Dividend mandate

From: ♦

To: ♦ (For the attention of the Secretary)

Date: ♦

#### ♦ (Company)

- 1 We refer to the ♦ shares of ♦ each held by us in the capital of the Company (**Shares**).
- 2 We notify you that pursuant to a share charge dated ♦ between us and ♦ as security trustee for the Secured Parties (as defined therein) (**Security Agent**), we created security over the Shares in favour of the Security Agent.
- 3 We irrevocably request that you forward to the Security Agent all cash dividends that may from time to time be payable in respect of the Shares, and are satisfied for you to do so without requiring additional evidence or information from the Security Agent.
- 4 Compliance with this request shall be a good discharge to the Company in respect of its obligations to us regarding dividends in respect of the Shares.

Yours faithfully

.....  
Authorised Signatory

## Part 2- Irrevocable proxy

From: ♦

To: ♦ (For the attention of the Secretary)

Date: ♦

### ♦ (Company)

- 1 We ♦ of ♦ being a member of the Company hereby appoint ♦ as our proxy to attend, speak and vote for us on our behalf at (annual or extraordinary, as the case may be) general meetings of the Company and at any adjournment thereof.
- 2 We have granted security to the proxy over our shares in the Company, and the proxy will vote as it thinks fit.
- 3 This instrument of proxy replaces any previous instrument(s) of proxy provided by us, and is irrevocable.

Yours faithfully

.....  
Authorised Signatory

### Part 3- Irrevocable appointment

From: ♦

To: ♦ (For the attention of the Secretary)

Date: ♦

♦ (Company)

We ♦ of ♦ hereby appoint ♦ as our authorised person to act as our representative at any meeting of the company or at any meeting of any class of members of the company, and to vote on (as it sees fit) and sign resolutions of the Company's members in respect of such shares in the capital of the Company as may from time to time be held by us.

Yours faithfully

.....  
Authorised Signatory

**SIGNATURES TO THE SHARE CHARGE**

**The Chargor**

**Ennogen Investments Limited**

Executed as a deed by  
**Ennogen Investments Ltd**  
acting by a director in the presence of

)  
) .....  
) Director

[Redacted signature]

[Redacted signature]

Signature of witness

Name KATIE OAKES

Address

[Redacted address]

**Process agent**

Given under the **Common Seal** of  
**Ennogen Healthcare (Europe) Limited**  
**Limited and Delivered as a Deed**

)  
)  
)

Director

[Redacted signature]

Director / Secretary

[Redacted signature]

**The Security Agent**

**Santander UK plc**

By:

SIGNATURES TO THE SHARE CHARGE

The Chargor

Ennogen Investments Limited

Executed as a deed by )  
**Ennogen Investments Ltd** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name  
.....

Address  
.....  
.....

Process agent

**Given** under the **Common Seal** of )  
**Ennogen Healthcare (Europe) Limited** )  
**Limited** and **Delivered** as a **Deed** )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Secretary

The Security Agent

Santander UK plc

By: 