



**Registration of a Charge**

Company name: **PREMAITHA HEALTH PLC**

Company number: **03971582**



X6YRP9QI

Received for Electronic Filing: **31/01/2018**

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**Details of Charge**

Date of creation: **19/01/2018**

Charge code: **0397 1582 0005**

Persons entitled: **LIFE TECHNOLOGIES CO., LTD. AS SECURITY AGENT**

Brief description: **N/A**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **SHILPA RAJAGOPAL, SOLICITOR, DLA PIPER UK LLP, LONDON**



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

Company number: 3971582

Charge code: 0397 1582 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2018 and created by PREMAITHA HEALTH PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2018 .

Given at Companies House, Cardiff on 2nd February 2018

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 s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 30 January 2018  
SIGNED [Signature]  
DLA PIPER UK LLP

### **PLEDGE AGREEMENT**

This Pledge Agreement (this "**Pledge Agreement**") is entered into January 19 2018 (the "**Execution Date**") by and between PREMAITHA HEALTH PLC., a company incorporated in England and Wales with registration number 03971582, ("**Pledgor**"), and LIFE TECHNOLOGIES CO., LTD., a Taiwanese company with Unified Business Number 84310768 ("**Security Agent**").

### **RECITALS**

Life Technologies Limited, a company incorporated and registered in Scotland with registered number SC083107 and whose registered office is at 3 Fountain Drive, Inchinnan Business Park, Paisley, PA4 9RF ("**Lender**") extends to Pledgor the Facility pursuant to the AMENDED AND RESTATED LOAN FACILITY AGREEMENT originally dated 11 December 2015 and as previously amended and restated on 22 September 2016, 11 July 2017 and most recently on or about the date of this Pledge Agreement (the "**ARL Facility**"). Terms defined in the ARL Facility have the same meaning when used in this Pledge Agreement.

Pledgor covenants to pay in full all obligations and liabilities arising from GBP Facility B pursuant to the ARL Facility up to £2,100,000 (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to Security Agent and/or the other Secured Parties (or any of them) (as defined in the Security Trust Deed dated on or about the date of this Pledge Agreement and made between Security Agent and Lender (as Initial Secured Party) (the "**Security Trust Deed**") (including all monies covenanted to be paid under this Pledge Agreement) (the "**Secured Obligations**").

Subject to Section 14.7 of the ARL Facility, Pledgor undertakes to secure the Secured Obligations by a pledge of all its outstanding shares (which, as at the date of this Pledge Agreement, is 60,000,000 shares) (the "**Shares**") of YOURGENE BIOSCIENCE CO., LTD (the "**Company**"). Therefore, the parties hereby enter into this Pledge Agreement setting forth the obligations and rights in connection with the pledge of the Shares.

### **AGREEMENT**

1. **Delivery of Shares.** Within three Business Days of the Execution Date, Pledgor shall deliver to Security Agent or any party Security Agent designates as pledge holder, ("**Pledge Holder**"), all certificates representing the Shares duly endorsed by Pledgor. Pledgor shall cause the Company to properly record the aforesaid pledge by giving a written notice to the Company immediately upon the

delivery of the abovementioned certificates and provide evidence of such record in form and substance satisfactory to Pledge Holder.

**2. Grant of Security Interest.** As security for the Secured Obligations and any renewal, extension or modification of the Finance Documents, Pledgor hereby grants to Pledge Holder a security interest in, and pledges to Pledge Holder, (a) the Shares; (b) any new, additional or different securities in respect of the Company (the "**Additional Shares**") or other property or interests howsoever evidenced or denominated, received by Pledgor in exchange for or as a dividend or distribution on or otherwise received in respect of the Shares (together with the Shares, the "**Pledged Securities**"); and (c) all proceeds, including dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto (together with the Pledged Securities, the "**Collateral**"). Pledgor shall duly inform the Company and Security Agent of all the security interests granted in this Section. To avoid any doubt, the Secured Obligations shall be limited to obligations and liabilities arising from GBP Facility B pursuant to the ARL Facility up to £2,100,000 and shall not include any other facility and obligation extended or occurred prior to or post the execution of the most recent ARL Facility.

**3. Warranties and Covenants.** Pledgor hereby represents and warrants that Pledgor is (i) a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation and has the power to own its assets and (ii) the sole, direct, legal and beneficial owner of the Collateral and has the right to pledge the Collateral free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Pledge Agreement. Pledgor further represents and warrants that it has net assets (not including the Shares) in excess of the amount of the Secured Obligations. Pledgor hereby covenants that, upon delivery of the endorsed certificates representing the Shares to Pledge Holder, it will procure the Company to register the aforesaid pledge and security interests properly, and will not withhold or delay any act as necessary to perfect and validate Pledge Holder's right under the aforesaid pledge.

**4. Effect of Prepayment on Collateral.** The security under this Pledge Agreement is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Pledge Agreement shall remain in full force and effect as a continuing security until it is released by Security Agent.

**5. Reasonable Care.** Pledge Holder shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. Pledge Holder shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Pledge Holder accords its own property of similar nature.

**6. Rights Upon Default.** The security under this Pledge Agreement shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing. While the security under this Pledge Agreement is enforceable, Pledge Holder may elect then, or at any time thereafter, to exercise all rights available to a secured party, including the right to sell the Collateral at a private sale. The proceeds of any sale shall be applied in the following order:

(a) To the extent necessary, proceeds shall be used to pay all reasonable expenses of Pledge Holder in enforcing this Pledge Agreement and the Finance Documents, including, without limitation, reasonable attorneys' fees and legal expenses incurred by Pledge Holder or Security Agent.

(b) To the extent necessary, proceeds shall be used to satisfy any remaining Secured Obligations.

(c) To the extent necessary, proceeds shall be delivered to Security Agent or any party Security Agent so designates.

(d) Any remaining proceeds shall be returned and delivered to Pledgor or any party Pledgor so designates.

**7. Release of Collateral.** Promptly (and, in any event, no later than three Business Days) after the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents, Pledge Holder shall deliver to Pledgor all Collateral in Pledge Holder's possession belonging to Pledgor, and Pledge Holder shall thereupon be discharged of all further obligations under this Pledge Agreement.

**8. Duty to Deliver.** Any Additional Shares that may now or hereafter become distributable with respect to the Collateral by any reason shall be promptly delivered

to and deposited with Pledge Holder as part of the Collateral hereunder.

**9. Payment of Taxes and Other Charges.** Pledgor shall pay, prior to the delinquency date, all taxes, liens, assessments and other charges against the Collateral, and in the event of Pledgor's failure to do so, Pledge Holder may at its election pay any or all of such taxes and charges without contesting the validity or legality thereof. Any payments so made by Pledge Holder shall become Secured Obligations and until paid shall bear interest at the Default Rate.

**10. Trust.** All security and dispositions made or created, and all obligations and undertakings contained in this Pledge Agreement to, in favour of, or for the benefit of, Security Agent are made, created and entered into in favour of Security Agent as trustee for the Secured Parties from time to time on the terms of the Security Trust Deed.

**11. Transfer of Collateral.** In connection with the transfer or assignment of the Finance Documents (whether by negotiation, discount or otherwise), Security Agent may transfer all or any part of the Collateral by making all necessary instructions to Pledge Holder, and the transferee shall thereupon succeed to all the rights, powers and remedies granted to, and obligations of, Pledge Holder hereunder with respect to the Collateral so transferred. Upon such transfer, Security Agent and Pledge Holder shall be fully discharged from all liability and responsibility for the transferred Collateral.

**12. Costs and Expenses.** All costs and expenses (including reasonable attorneys' fees) incurred by Security Agent and Pledge Holder in the exercise or enforcement of any right, power or remedy granted it under this Pledge Agreement shall become Secured Obligations and shall constitute a personal liability of Pledgor payable immediately upon demand and bearing interest until paid at Security Agent's, or as the case may be, Pledge Holder's bank interest rate then being earned thereby on its deposits.

**13. Severability.** Any provision of this Pledge Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Pledge Agreement.

**14. Waiver.** No provision of this Pledge Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure

by any party to insist upon the strict performance of any provision of this Pledge Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision or of any other provision. No waiver of any provision of this Pledge Agreement shall be deemed a waiver of any other provision of this Pledge Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

**15. Counterparts.** This Pledge Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Pledge Agreement may be executed with signatures transmitted among the parties by facsimile, and no party shall deny the validity of a signature or this Pledge Agreement signed and transmitted by facsimile on the ground that a signature is represented by facsimile rather than an original.

**16. Further Assurances.** Each party agrees, at the request of the other party, at any time and from time to time after the date hereof, promptly to execute and deliver all such further documents, and promptly to take and forbear all such action, as may be reasonably necessary or appropriate in order to more effectively confirm or carry out the provisions of this Pledge Agreement.

**17. Miscellaneous.** This Pledge Agreement shall be construed in conformity with the ARL Facility. In the event of any discrepancy between this Pledge Agreement and the ARL Facility, the ARL Facility shall prevail. The provisions under the ARL Facility shall apply to any matters that are not set forth herein.

The parties have executed this Pledge Agreement as of the date first set forth above.

PREMAITHA HEALTH PLC.

By:



Name: S. LITTLE

Title: CEO

LIFE TECHNOLOGIES CO., LTD.

By:

Name:

Title:

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The parties have executed this Pledge Agreement as of the date first set forth above.

PREMAITHA HEALTH PLC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LIFE TECHNOLOGIES CO., LTD.

By: \_\_\_\_\_

Name: *L. M. K. GRANT*

Title: \_\_\_\_\_

