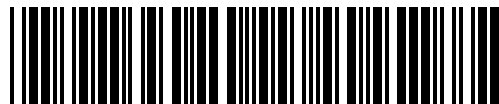




Registration of a Charge

Company Name: **BIO PRODUCTS LABORATORY HOLDINGS LIMITED**

Company Number: **04564631**



Received for filing in Electronic Format on the: **17/01/2022**

XAVWONNM

Details of Charge

Date of creation: **13/01/2022**

Charge code: **0456 4631 0009**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description: **ONE OF THE CHARGORS CHARGED BY WAY OF LEGAL MORTGAGE LAND AND BUILDINGS ON THE WEST SIDE OF DAGGER LANE, ALDENHAM KNOWN AS BIO PRODUCTS LABORATORY, DAGGER LANE, ELSTREE, HERTFORDSHIRE, WD6 3BX, UNITED KINGDOM REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER HD121075. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **WE 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 CHARGING
INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4564631

Charge code: 0456 4631 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2022 and created by BIO PRODUCTS LABORATORY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2022 .

Given at Companies House, Cardiff on 19th January 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**



Execution Version

Security Accession Deed

Bio Products Laboratory Holdings Limited
as New Chargor

Bio Products Laboratory Limited
as New Chargor

Naga UK Topco Limited
as Parent

and

HSBC UK Bank plc
as Security Agent

13 January 2022

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SECURITY ACCESSION DEED dated 13 January 2022

BETWEEN:

- (1) **BIO PRODUCTS LABORATORY HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales with registered number 04564631 (a "**New Chargor**");
- (2) **BIO PRODUCTS LABORATORY LIMITED**, a company incorporated under the laws of England and Wales with registered number 07343036 (a "**New Chargor**", and together with Bio Products Laboratory Holdings Limited, the "**New Chargors**");
- (3) **NAGA UK TOPCO LIMITED**, a company incorporated under the laws of England and Wales with registered number 08588260 (the "**Parent**"); and
- (4) **HSBC UK BANK PLC** as trustee for itself and the Secured Parties (the "**Security Agent**")

RECITALS:

This deed is supplemental to a debenture dated 24 September 2021 between, among others, the Parent and the Security Agent (as supplemented and amended from time to time, the "**Debenture**").

THIS DEED WITNESSES:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed

1.2 **Construction**

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture

2. **ACCESSION OF NEW CHARGORS**

Each of the New Chargors 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 except that:

- (a) where any representation or obligation of the Chargors in the Debenture applies on, or by reference to, the date of the Debenture, that representation or obligation shall, for the New Chargors, apply on, or by reference to, the date of this Deed instead;
- (b) where any representation or obligation of the Chargors in the Debenture refers to information in Schedule 2 (*Land charged by way of legal mortgage*), Schedule 3 (*Shares*), Schedule 7 (*Current Accounts*) of the Debenture, for the New Chargors that representation or obligation shall be deemed to refer to the information in the equivalent Schedule of this Deed; and
- (c) where any term of the Debenture (including any form of notice in the Debenture) refers to Security created under the Debenture, for the New Chargors, that term shall be deemed to refer to Security created under this Deed.

3. **CREATION OF SECURITY**

Each of the New Chargors mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the Debenture provided that:

- (a) the Land charged by way of legal mortgage shall be the Land referred to in schedule 1 (*Land*);
- (b) the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in schedule 2 (*Shares*);
- (c) the Controlled Accounts charged by way of fixed charge or assignment (as applicable) shall include those set out in schedule 3 (*Controlled Accounts*);
- (d) the Current Accounts of the New Chargor are those set out in schedule 4 (*Current Accounts*);
- (e) the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in schedule 5 (*Assigned Agreements*); and
- (f) the Intellectual Property charged by way of fixed charge shall include that set out in schedule 6 (*Accession Intellectual Property*)

4. **NO DEFAULT**

The Parent confirms that no Default is continuing or will occur as a result of each of the New Chargors becoming a Chargor.

5. **LAW**

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed

SCHEDULE 1

Land

– Registered Land

Chargor	County and District (or London Borough)	Address or description	Title No:
Bio Products Laboratory Limited	Hertsmere, Hertfordshire	Land and buildings on the west side of Dagger Lane, Aldenham known as Bio Products Laboratory, Dagger Lane, Elstree, Hertfordshire, WD6 3BX, United Kingdom	HD121075

– Unregistered Land

None.

SCHEDULE 2

Shares

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Bio Products Laboratory Holdings Limited	Bio Products Laboratory Limited	206,428,001 Ordinary Shares	N/A

SCHEDULE 3
Controlled Accounts

None

SCHEDULE 4

Current Accounts

Name of Chargor		Account bank	Sort code	Account number
Bio Laboratory Limited	Products Holdings	HSBC UK Bank plc		
Bio Laboratory Limited	Products Holdings	HSBC UK Bank plc		
Bio Laboratory Limited	Products	HSBC UK Bank plc		
Bio Laboratory Limited	Products	HSBC UK Bank plc		
Bio Laboratory Limited	Products	HSBC UK Bank plc		
Bio Laboratory Limited	Products	HSBC UK Bank plc		

SCHEDULE 5

Assigned Agreements

The loans from the Obligor set out in column 1 in the table below to the Group Company set out opposite it.

Column 1 (Obligor)

Bio Products Laboratory Limited

Bio Products Laboratory Limited

Bio Products Laboratory Limited

Column 2 (Group Company)

BPL Properties LLC

BPL Bio Products Laboratory GmbH

Bio Products Laboratory Mexico S. de R. L.

SCHEDULE 6

Accession Intellectual Property

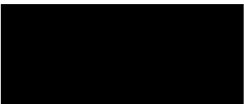
None

Signatories to Security Accession Deed

New Chargor

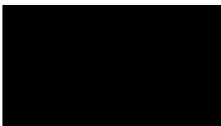
Executed as a deed by **BIO PRODUCTS**)
LABORATORY HOLDINGS LIMITED)
acting by two directors:)
)

Director



Michael Mensa

Director



David Gao

New Chargor

Executed as a deed by **BIO PRODUCTS**)
LABORATORY LIMITED)
acting by two directors:)
)

Director



Michael Mensa

Director

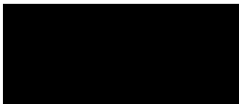


David Gao

Parent

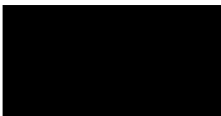
Executed as a deed by **NAGA UK TOPCO**)
LIMITED)
acting by two directors:)
)

Director



Michael Mensa

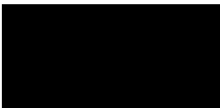
Director



David Gao

Security Agent

Executed by **Ryan Fagan**)
)
for and on behalf of **HSBC UK BANK**)
PLC:)



Ryan Fagan