

Dated

16 AUGUST 2018

for

**THE COMPANIES NAMED IN THIS GUARANTEE**  
as Original Guarantors

**ASTRO BIDCO LIMITED**  
as Beneficiary

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**GUARANTEE AND INDEMNITY**

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**THIS GUARANTEE** is made as a deed on 16 August 2018.

**BETWEEN:**

- (1) **THE COMPANIES** listed at Schedule 1 (*The Original Guarantors*) (each an “**Original Guarantor**” and together the “**Original Guarantors**”); and
- (2) **ASTRO BIDCO LIMITED**, as lender under the Facility Agreement (as defined below) (the “**Beneficiary**”).

**PREAMBLE**

- (A) Pursuant to the Facility Agreement (as defined below), Astro Bidco Limited agrees to make available a £2,000,000 term loan facility to Abzena plc as borrower (the “**Borrower**”).
- (B) Pursuant to the terms of the Facility Agreement (as defined below), the Original Guarantors agree to guarantee the performance of each Guarantor of their obligations under the Facility Agreement, in favour of the Beneficiary.
- (C) Pursuant to the terms of the Facility Agreement (as defined below), each of the US Guarantors agrees to accede to this Guarantee as soon as practicable following the Signing Date (and in any event no later than within 60 days of the Signing Date).

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Guarantee:

“**Accession Deed**” means an accession deed substantially in the form set out in Schedule 2 or a form as otherwise agreed by the Beneficiary.

“**Additional Guarantor**” means each US Guarantor or any other company that becomes an additional guarantor in accordance with clause 7 (*Additional Guarantor*) of this Guarantee.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“**Excluded Swap Obligation**” means, with respect to any Guarantor, (i) any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such member of the Group of, or the grant by such member of the Group of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) or (ii) any other Swap Obligation designated as an “Excluded Swap Obligation” of such Guarantor as specified in any agreement. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal or unlawful.

“**Facility Agreement**” means the £2,000,000 term loan facility letter from Astro Bidco Limited as lender to the Borrower entered in on or about the date of this Guarantee.

**“Guarantors”** means the Original Guarantors (as listed in Schedule 1) and each Additional Guarantor.

**“Guaranteed Obligations”** means all money, obligations or liabilities due, owing or incurred to the Beneficiary by each Guarantor under the Finance Documents at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by the Beneficiary in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006.

**“Legal Reservations”** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court, and the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors; and
- (b) the time barring of claims under the Limitation Acts and the possibility that a court may strike out provisions of a contract as being invalid for reasons of oppression, undue influence or similar reasons.

**“Limitation Acts”** means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

**“Party”** means a party to this Guarantee.

**“Rights”** means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**“Security”** means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**“Swap Obligation”** means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

**“Tax”** means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

## **1.2 Facility Agreement**

Unless otherwise expressly defined in this Guarantee or the context otherwise requires, words and expressions defined in the Facility Agreement have the same meaning in this Guarantee or any notice given under or in connection to this Guarantee.

## **1.3 Construction**

- (a) Unless a contrary indication appears, a reference in this Guarantee to:
  - (i) any **“Guarantor”**, any **“Party”**, any **“Beneficiary”** or any other person shall be construed so as to include its successors in title, permitted assigns and

permitted transferees to, or of, its rights and/or obligations under the Guaranteed Obligations;

- (ii) “**assets**” includes present and future properties, revenues and rights of every description;
- (iii) “**guarantee**” means (other than in Clause 2 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (iv) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (v) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (vi) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (vii) a provision of law is a reference to that provision as amended or re-enacted; and
- (viii) a time of day is a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

#### **1.4 Third party rights**

Unless expressly provided to the contrary in this Guarantee a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Guarantee.

## **2. GUARANTEE AND INDEMNITY**

### **2.1 Guarantee and Indemnity**

Each Guarantor irrevocably and unconditionally:

- (a) guarantees to the Beneficiary the punctual performance by each Guarantor of all the Guaranteed Obligations;
- (b) undertakes with the Beneficiary that whenever any Guarantor does not pay any amount when due under or in connection with the Guaranteed Obligations, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Beneficiary that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation,

indemnify the Beneficiary immediately on demand against any cost, loss or liability it incurs as a result of any Guarantor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it in respect of the Guaranteed Obligations on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

## **2.2 Continuing guarantee**

This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by each Guarantor in respect of the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.

## **2.3 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of a Guarantor or any security for those obligations or otherwise) is made by the Beneficiary in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

## **2.4 Waiver of defences**

The obligations of the Guarantors under this Clause 2 will not be affected by any act, omission, matter or thing which, but for this Clause 2.4, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or the Beneficiary) including:

- (a) any time, waiver or consent granted to, or composition with, any Guarantor or other person;
- (b) the release of any other Guarantor or any other person under the terms of any composition or arrangement with any creditor of any Guarantor;
- (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 Guarantor 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 any Guarantor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the Facility Agreement or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any additional indebtedness under the Facility Agreement or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under the Facility Agreement or any other document or security; or
- (g) any insolvency or similar proceedings.

## **2.5 Guarantor Intent**

Without prejudice to the generality of Clause 2.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Obligations 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 facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## **2.6 Immediate recourse**

Each Guarantor waives any right it may have of first requiring the Beneficiary (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 that Guarantor under this Clause 2. This waiver applies irrespective of any law or any provision of the Finance Documents to the contrary.

## **2.7 Appropriations**

Until all amounts which may be or become payable by any Guarantor under or in connection with the Guaranteed Obligations have been irrevocably paid in full, the Beneficiary (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Beneficiary (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Guarantors or on account of the Guarantors' liability under this Guarantee.

## **2.8 Deferral of Guarantors' rights**

Until all amounts which may be or become payable by any Guarantor under or in connection with the Guaranteed Obligations have been irrevocably paid in full and unless the Beneficiary otherwise directs, the Guarantors will not exercise any rights which they may have by reason of any amount being payable, or liability arising, under this Clause 2:

- (a) to be indemnified by any Guarantor;
- (b) to claim any contribution from any other guarantor of the Guaranteed Obligations;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary in respect of the Guaranteed Obligations or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Obligations by the Beneficiary;
- (d) to bring legal or other proceedings for an order requiring any Guarantor to make any payment, or perform any obligation, in respect of which the Guarantors have given a guarantee, undertaking or indemnity under Clause 2.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Guarantor; and/or

- (f) to claim or prove as a creditor of any Guarantor in competition with the Beneficiary.

If the Guarantors receive 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 the Beneficiary by any Guarantor under or in connection with the Guaranteed Obligations to be repaid in full on trust for the Beneficiary and shall promptly pay or transfer the same to the Beneficiary.

## **2.9 Additional security**

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Beneficiary.

## **3. REPRESENTATIONS AND WARRANTIES**

### **3.1 Status**

- (a) Each Original Guarantor is a limited company (other than in the case of the Borrower, which is a public limited company) duly established and formed, validly existing and registered under the law of England and Wales.
- (b) Each Original Guarantor has the power and all necessary governmental and other consents, approvals, licences and authorities in England and Wales to carry on its business as it is being conducted.

### **3.2 Binding obligations**

The obligations expressed to be assumed by each Guarantor under this Guarantee are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

### **3.3 Non-conflict with other obligations**

The entry into and performance by each Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument, in each case, to an extent that is reasonably likely to result in a Material Adverse Effect.

### **3.4 Power and authority**

- (a) Each Guarantor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Guarantee and the transactions contemplated by this Guarantee.
- (b) No limit on the powers of the Guarantors will be exceeded as a result of the giving of guarantees or indemnities contemplated by this Guarantee.

### **3.5 Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Guarantee; and
- (b) subject to Legal Reservations, to make this Guarantee admissible in evidence in England, have been obtained or effected and are in full force and effect.

### **3.6 Governing law and enforcement**

- (a) Subject to the Legal Reservations, the choice of the governing law of this Guarantee will be recognised and enforced in England.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to this Guarantee in the jurisdiction of the governing law of this Guarantee will be recognised and enforced in England.

### **3.7 Times when representations and warranties made**

All the representations under this Clause 3 are deemed to be made by the relevant Original Guarantor on the date of this Guarantee by reference to the facts and circumstances then existing.

All the representation under this Clause 3 (other than the representations expressly given by an Original Guarantor) are deemed to be made by each Additional Guarantor on the day on which it becomes (or it is proposed that it becomes) an Additional Guarantor.

## **4. ENFORCEMENT EXPENSES**

Each Guarantor shall, within five Business Days of demand, pay to the Beneficiary the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and under any documents referred to in) this Guarantee and any proceedings instituted by or against the Beneficiary as a consequence of entering into this Guarantee or enforcing its rights hereunder.

## **5. TERMINATION**

- (a) The Guarantors may together terminate this guarantee at any time by notice to the Beneficiary with effect from the date (the “**Termination Date**”) specified in that notice to be not less than three calendar months after the notice is actually received by the Beneficiary.
- (b) Notwithstanding any notice of termination given under Clause 5, the liability of each Guarantor under this guarantee shall continue in full force and effect in relation to all Guaranteed Obligations which:
  - (i) have become due on or before the Termination Date; and
  - (ii) may become due, owing or incurred by any Guarantor to the Beneficiary pursuant to any transaction, dealing commitment or other engagement entered into or effected either:
    - (A) prior to the Termination Date; or
    - (B) on or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken by the Beneficiary to any Guarantor prior to the Termination Date.

## **6. PAYMENTS**

- (a) All sums payable by a Guarantor under this guarantee shall be paid in full to the Beneficiary in the currency in which the Guaranteed Obligations are payable:
  - (i) without any set-off, condition or counterclaim whatsoever; and
  - (ii) free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on a Guarantor.
- (b) If any deduction or withholding is required by any law or regulation to be made by a Guarantor, the amount of the payment due from each Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- (c) Each Guarantor shall promptly deliver or procure delivery to the Beneficiary of all receipts issued to it evidencing each deduction or withholding which it has made.
- (d) No Guarantor shall or may direct the application by the Beneficiary of any sums received by the Beneficiary from any Guarantor under, or pursuant to, any of the terms of this guarantee.

## **7. ADDITIONAL GUARANTORS**

As soon as practicable (but in any event no later than within 60 days of the Signing Date) the Borrower shall ensure that, subject to having obtained all necessary consents, each of the US Guarantors has entered into an Accession Deed (the form of which is included at Schedule 2) to guarantee the performance of any Guarantor's obligations under the Finance Documents and that each US Guarantor has delivered to the Beneficiary signed copies of all related corporate authorisations in respect of its accession to the Deed of Guarantee.

## **8. REMEDIES**

The Parties acknowledge and agree that damages may not be an adequate remedy in respect of any breach of any provision of this Guarantee, and that in addition to any other remedies (which may include, without limitation, monetary damages) available either at law or in equity, the remedies of specific performance and/or injunctive or other equitable relief may be available as remedies for any threatened or actual breach.

## **9. NOTICES**

The address and fax number of each Guarantor is that identified with its name below.

## **10. ENTIRE AGREEMENT**

This Guarantee (together with any documents referred to in it) constitutes the entire agreement between the Parties in relation to the obligations of the Guarantors and supersedes any previous agreement between the Parties in respect of the same.

## **11. PARTIAL INVALIDITY**

If, at any time, any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability

of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **12. COUNTERPARTS**

This Guarantee 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 Guarantee.

## **13. GOVERNING LAW**

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

## **14. ENFORCEMENT**

**14.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee (including a dispute relating to the existence, validity or termination of this Guarantee or any non-contractual obligation arising out of or in connection with this Guarantee) (a “**Dispute**”).

**14.2** 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.

**14.3** This Clause 14 is for the benefit of the Beneficiary only. As a result, the Beneficiary shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiary may take concurrent proceedings in any number of jurisdictions.

This Guarantee has been delivered as a deed on the date stated at the beginning of this Guarantee.

*[Signature page follows]*

## SCHEDULE 1 – THE ORIGINAL GUARANTORS

<b>Company Name</b>	<b>Company Number</b>	<b>Registered Address</b>
Abzena plc	08957107	Babraham Research Campus, Babraham, Cambridge, CB22 3AT
Abzena Holdings Limited	09660188	Babraham Research Campus, Babraham, Cambridge, CB22 3AT
Polytherics Limited	04295642	Babraham Research Campus, Babraham, Cambridge, CB22 3AT
Antitope Limited	05318448	Babraham Research Campus, Babraham, Cambridge, CB22 3AT

## SCHEDULE 2 – DEED OF ACCESSION

### Format of Accession Deed

To: Astro Bidco Limited (the “**Beneficiary**” as defined in the Guarantee (as defined below))

From: *[Insert name of Additional Guarantor]*

Dated:

Dear Sirs

**[Insert name of Additional Guarantor] – Guarantee dated [Insert date of the original guarantee] (the "Guarantee")**

1. We refer to the Guarantee. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Guarantee.
2. Terms defined in the Guarantee have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
3. *[Insert name of Additional Guarantor]* agrees to become an Additional Guarantor and to be bound by the terms of the Guarantee as an Additional Guarantor pursuant to clause 7 (*Additional Guarantors*) of the Guarantee.
4. *[Insert name of Additional Guarantor]* is a company duly incorporated under the laws of *[insert name of relevant jurisdiction]* and is a limited liability company and registered number *[insert registered number]*.
5. [Anything herein or in any other Finance Document to the contrary notwithstanding, the maximum liability of each US Guarantor hereunder and under the other Finance Documents shall in no event exceed, after giving effect to any rights of contribution, the amount that can be guaranteed by such US Guarantor under the US Bankruptcy Code or any applicable laws relating to fraudulent conveyances, fraudulent transfers or the insolvency of debtors.
6. Notwithstanding anything to the contrary in this Accession Deed, the Guarantee or any other Finance Document, in no circumstances shall proceeds of any Security constituting an asset of a Guarantor be applied towards the payment of any Excluded Swap Obligations nor shall any guarantee provided by any Guarantor pursuant to any Finance Document guarantee any obligations which are Excluded Swap Obligations, notwithstanding the terms of such Finance Document (and in the case of any conflict between the terms of any Finance Document and this clause 6, the terms of this clause 6 shall prevail).]<sup>1</sup>
7. *[Insert name of Additional Guarantor]* administrative details for the purposes of the Guarantee are as follows:  
Address:   
Fax No.:   
Attention:
8. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

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<sup>1</sup> Note: additional US law language to be included (if applicable) for each US Guarantor.

**THIS ACCESSION DEED** has been executed as a deed by [*Insert name of Additional Guarantor*] and is delivered on the date stated above and has been signed on behalf of the Beneficiary.

**Signature page to the Accession Deed**

**EXECUTED as a DEED**

By: **[The Additional Guarantor] / [Replacement Guarantor]**

\_\_\_\_\_ Signature of Director

\_\_\_\_\_ Name of Director

in the presence of

\_\_\_\_\_ Signature of witness

\_\_\_\_\_ Name of witness

\_\_\_\_\_ Address of witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The Beneficiary**

\_\_\_\_\_

By:

**ASTRO BIDCO LIMITED**

\_\_\_\_\_

By:

Date:

**SIGNATURES**

**ORIGINAL GUARANTORS**

**EXECUTED** as a **DEED** by

**ABZENA PLC** acting by:



Julian Smith as Director: \_\_\_\_\_

Witness:  \_\_\_\_\_

Name: Anais Spacey \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: Solicitor \_\_\_\_\_

Notice Details

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

30 Crown Place  
Pinsent Masons  
London  
EC2A 4ES

**EXECUTED** as a **DEED** by

**ABZENA HOLDINGS LIMITED** acting by:

Julian Smith as Director: \_\_\_\_\_



Witness: \_\_\_\_\_



Name: Anais Spacey

Address: \_\_\_\_\_

Occupation: Solicitor

Notice Details

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

30 Crown Place  
Pinsent Masons  
London  
EC2A 4ES

**EXECUTED** as a **DEED** by

**POLYTHERICS LIMITED** acting by:

Julian Smith as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Notice Details

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

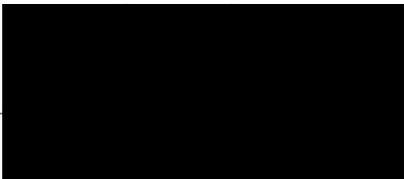
Attention: \_\_\_\_\_

30 Crown Place  
Pinsent Masons  
London  
EC2A 4ES

**EXECUTED** as a **DEED** by

**ANTITOE LIMITED** acting by:

\_\_\_\_\_ Julian Smith as Director: \_\_\_\_\_



Witness: \_\_\_\_\_



Name: \_\_\_\_\_ Anaïs Spacey

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Solicitor

Notice Details

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

30 Crown Place  
Pinsent Masons  
London  
EC2A 4ES

**THE BENEFICIARY**

**EXECUTED** as a **DEED** by

**ASTRO BIDCO LIMITED** acting by:

JONATHAN GOLDMAN as Director : 

Witness: 

Name: GEORGINA M. HALL

Address: 

Occupation: 

Notice Details

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_