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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 20, 2021**

**ADAPT IMMUNE THERAPEUTICS PLC**

(Exact name of registrant as specified in its charter)

**England and Wales**  
(State or other jurisdiction of  
incorporation)

**1-37368**  
(Commission File Number)

**Not Applicable**  
(IRS Employer Identification No.)

**60 Jubilee Avenue, Milton Park  
Abingdon, Oxfordshire OX14 4RX  
United Kingdom**  
(Address of principal executive offices, including zip code)

**(44) 1235 430000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
American Depositary Shares, each representing 6 Ordinary Shares, par value £0.001 per share	ADAP	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01. Entry into a Material Definitive Agreement.**

On August 20, 2021, Adaptimmune Therapeutics plc (the “Company” or “Adaptimmune”) entered into a Deed of Variation with MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited (“MEPC”) relating to variations of the lease of 39 Innovation Drive, Milton Park, Oxfordshire, U.K. (the “39 Innovation Drive Lease Variation”) and entered into a Rent Security Deposit Deed relating to the leases of 39 Innovation Drive and 60 Jubilee Avenue, Milton Park (the “Rent Security Deposit Deed”).

Through the Rent Security Deposit Deed MEPC acknowledges that the Company has deposited £1,255,000 in respect of the 60 Jubilee Avenue lease and £262,296.60 in respect of the 39 Innovation Drive lease. Each of these deposits will be repaid to the Company provided that the conditions set forth in the Rent Security Deposit Deed are fulfilled by the Company or, alternatively, if the relevant lease is assigned, surrendered or expires. Although the deposits are contractually separate in respect of each lease they can be used interdependently by MEPC in respect of a breach of either lease by the Company. These agreements were entered into pursuant to an agreement between the Company and MEPC dated August 13, 2021, a copy of which was filed as Exhibit No 10.1 to a Form 8-K filed with the Securities and Exchange Commission on August 13, 2021. The foregoing descriptions of the 39 Innovation Drive Lease Variation and the Rent Security Deposit Deed are qualified in their entirety by reference to the full text of such documents, copies of which are filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	<a href="#"><u>Deed of Variation dated August 20, 2021, between MEPC Milton Park No 1 Limited and MEPC Milton Park No. 2 Limited and Adaptimmune Limited relating to a lease of 39 Innovation Drive, Milton Park.</u></a>
10.2	<a href="#"><u>Rent Security Deposit Deed dated August 20, 2021, between MEPC Milton Park No 1 Limited and MEPC Milton Park No. 2 Limited, Adaptimmune Limited and Adaptimmune Therapeutics plc relating to 39 Innovation Drive and 60 Jubilee Avenue, Milton Park.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ADAPTIMMUNE THERAPEUTICS PLC

Date: August 20, 2021

By: /s/ Margaret Henry

Name: Margaret Henry

Title: Corporate Secretary

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**DATED 20<sup>th</sup> August 2021**

**(1) MEPC MILTON PARK NO.1 LIMITED AND MEPC MILTON PARK NO.2 LIMITED**

**and**

**(2) ADAPTIMMUNE LIMITED**

**DEED OF VARIATION**

relating to a lease of

**39 INNOVATION DRIVE  
MILTON PARK**

Knights plc  
Midland House  
West Way  
Botley  
Oxford  
OX2 0PH  
AN **MEPC** ASSET

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**PARTICULARS**

**DATE** : 20<sup>th</sup> August 2021

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**LANDLORD** : **MEPC MILTON PARK NO. 1 LIMITED** (Company number 5491670) and **MEPC MILTON PARK NO. 2 LIMITED** (Company number 5491806), on behalf of MEPC Milton LP (LP No. 014504), both of whose registered offices are at Sixth Floor, 150 Cheapside, London EC2V 6ET;

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**TENANT** : **ADAPTIMMUNE LIMITED** (Company number 6456741) whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, England OX14 4RX

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**BACKGROUND**

- (A) This Deed is supplemental to the Lease;
- (B) The Landlord and the Tenant have agreed that the Lease shall be varied as set out in this Deed.
- The parties agree as follows:

**1 DEFINITIONS**

- 1.1 In this Deed, unless the context requires otherwise, the following definitions shall apply:

<b>Landlord</b>	includes successors in title to the freehold estate in the Property;
<b>Lease</b>	a lease of the Property dated 28 February 2018 made between (1) MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited and (2) Adaptimmune Limited and all documents supplemental thereto;
<b>Property</b>	39 Innovation Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RT as more particularly defined in the Lease; and
<b>Tenant</b>	includes successors in title to the term created by the Lease.

- 1.2 The Particulars are incorporated in and form part of this Deed so that in this Deed the words and expressions set out in the Particulars shall have the meanings ascribed to them in the Particulars.
- 1.3 Expressions defined in the Lease shall (save where the context requires otherwise) have the same meanings as in this Deed.
- 1.4 The provisions of the Lease relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
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**2 VARIATION**

In consideration of the sum of one pound (£1) paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) it is mutually agreed and declared that with effect from the date of this Deed the Lease shall be varied in accordance with the provisions set out in the Schedule.

**3 CONTINUING EFFECT**

The Lease shall continue in full force and effect save as modified by this Deed and the covenants, conditions, stipulations and provisions of the Lease shall have effect as though the provisions contained in the Schedule had been incorporated in the Lease from and including the date of this Deed.

**4 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**5 SUCCESSORS**

This Deed binds the respective successors in title of the Landlord and the Tenant.

**6 GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**7 JURISDICTION**

Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**Executed** by the parties as a **Deed** on the date stated at the beginning of this document

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**SCHEDULE**

**Agreed Variations to the Lease**

1. In Clause 1 the definitions **Break Date 1** and **Break Date 2** shall be deemed to read as follows:

**"Break Date 1** means 24 October 2031;  
**Break Date 2** means 24 October 2036;"

2. In Clause 1 the definitions **Break Date 3** and **Break Date 4** shall be deleted;

3. In **Clause 1** the definition **Principal Rent** shall be deemed to read as follows:

**"Principal Rent** means:

From and including 28 February 2018 to but excluding 28 July 2018: TWO HUNDRED AND EIGHTEEN THOUSAND FIVE HUNDRED AND EIGHTY POUNDS AND FIFTY PENCE (£218,580.50) per annum;

From and including 28 July 2018 to and including 19 August 2021: FOUR HUNDRED AND THIRTY SEVEN THOUSAND ONE HUNDRED AND SIXTY ONE POUNDS (£437,161.00) per annum;

From and including 20 August 2021 to and including 19 April 2023: NIL (£0) per annum;

and then subject to increase in accordance with the Second Schedule;"

4. **Clause 8.1** shall be deemed to read as follows:

"The Tenant may terminate the Contractual Term on Break Date 1 or Break Date 2 by giving to the Landlord not less than twelve (12) months' previous notice in writing;"

5. **The Second Schedule Part I - Indexation Rent Review** shall be deemed to read as follows:

- 1 " In this Part of this Schedule:

- 1.1 **Indexation Review Date** means each of the Indexation Review Dates and **Relevant Indexation Review Date** shall be interpreted accordingly;

- 1.2 **Current Rent** means (In the case of the first Indexation Review Date) the Principal Rent payable under this lease on 19 August 2021 and (in the case of the subsequent Indexation Review Date) immediately before the Relevant Indexation Review;

- 1.3 **Index** means the Consumer Prices Index published by the Office for National Statistics or (if not available) such index of comparative prices as the Landlord shall reasonably require;

- 1.4 **Indexed Rent** means:

**Current Rent** multiplied by (A/B) per annum where:

A = The figure shown in the Index for the month immediately before the Relevant Indexation Review Date; and

B = (In the case of the first Indexation Review Date) the figure shown in the Index for January 2018 and (in the case of the subsequent Indexation Review Date) the figure shown in the Index for September 2026.

- 1.5 **Revised Rent** means the new Principal Rent following each Indexation Review Date pursuant to paragraph 2 of the Second Schedule.

- 2 The Principal Rent shall be reviewed on each Indexation Review Date to the higher of:

- 2.1 the Current Rent (disregarding any suspension or abatement of the Principal Rent); and

- 2.2 the Indexed Rent ascertained in accordance with this lease;

- 3 If a Revised Rent has not been ascertained by the Relevant Indexation Review Date:

- 3.1 the Current Rent shall continue to be payable until the Revised Rent is ascertained;

- 3.2 when the Revised Rent is ascertained:

- 3.2.1 the Tenant shall pay within 14 days of ascertainment of the Revised Rent:

- (i) any difference between the Principal Rent payable immediately before the Relevant Indexation Review Date and the Principal Rent which would have been payable had the

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Revised Rent been ascertained on the Relevant Indexation Review Date (the **Balancing Payment**); and

- (ii) interest on the Balancing Payment at Base Rate from the date or dates when the Balancing Payment or the relevant part or parts would have been payable had the Revised Rent been ascertained on the Relevant Indexation Review Date;

3.2.2 the Landlord and Tenant shall sign and exchange a memorandum recording the amount of the Revised Rent.”

4 Time shall not be of the essence for the purposes of this Schedule.

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EXECUTED as a DEED by  
**MEPC MILTON PARK NO. 1 LIMITED** acting by: }

/s/ Chris Darroch  
.....

A director in the presence of:

Director

/s/ Marie Clare Darroch  
.....

Witness name: Marie Clare Darroch

Address: 12 Langtree Ave, Glasgow

EXECUTED as a DEED by  
**MEPC MILTON PARK NO. 2 LIMITED** acting by: }

/s/ Chris Darroch  
.....

A director in the presence of:

Director

/s/ Marie Clare Darroch  
.....

Witness name: Marie Clare Darroch

Address: 12 Langtree Ave, Glasgow

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EXECUTED as a DEED by  
**ADAPTIMMUNE LIMITED** acting by two  
directors or a director and the company  
secretary }

/s/ Margaret Henry

/s/ Gavin Wood

Director

Director/Company Secretary

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DATED 20<sup>TH</sup> AUGUST 2021

(1) MEPC MILTON PARK NO. 1 LIMITED AND MEPC MILTON PARK NO. 2 LIMITED

and

(2) ADAPTIMMUNE LIMITED

and

(3) ADAPTIMMUNE THERAPEUTICS PLC

## RENT SECURITY DEPOSIT DEED

relating to

39 Innovation Drive and 60 Jubilee Avenue

**MILTON PARK**

Knights plc  
Midland House  
West Way  
Botley  
Oxford  
OX2 0PH

AN **MEPC** ASSET

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**Rent Security Deposit Deed**

<b>Dated</b>	20 <sup>th</sup> August 2021
<b>The Landlord</b>	<b>MEPC MILTON PARK NO. 1 LIMITED</b> (Company number 5491670) and <b>MEPC MILTON PARK NO. 2 LIMITED</b> (Company number 5491806), on behalf of MEPC Milton LP (LP No. LP14504), both of whose registered offices are at Sixth Floor, 150 Cheapside, London, England, EC2V 6ET
<b>The Tenant</b>	<b>ADAPT IMMUNE LIMITED</b> (Company number 6456741) whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, England, OX14 4RX
<b>The Guarantor</b>	<b>ADAPT IMMUNE THERAPEUTICS PLC</b> (Company number 9338148) whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, England, OX14 4RX

<b>Lease 1</b>	
<b>Date</b>	28 February 2018
<b>Parties</b>	(1) The Landlord (2) The Tenant
<b>Property</b>	39 Innovation Drive Milton Park, Abingdon, Oxfordshire OX14 4RT
<b>Term</b>	From and including 28 February 2018 to and including 23 October 2041

<b>Lease 2</b>	
<b>Date</b>	24 October 2016
<b>Parties</b>	(1) The Landlord (2) The Tenant (3) The Guarantor
<b>Property</b>	60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, OX14 4RX
<b>Term</b>	From and including 24 October 2016 to and including 23 October 2041

- 1** In this Deed the following expressions shall have the following meanings:
- 1.1** the **Landlord** and the **Tenant** mean the parties to this Deed respectively referred to above by those names and (where the context so admits) shall include their successors in title;
- 1.2** the **Lease** means Lease 1 and Lease 2 (including all documents supplemental to Lease 1 and Lease 2 respectively) and where the context so requires, means either of them;
- 1.3** the **Property** means the property demised by the Lease;
- 1.4** the **39 Innovation Drive Deposit** means the sum of £262,296.60 being part of the Deposit together with any interest credited to the Deposit Account in respect of it by virtue of the proviso to Clause 5 below
- 1.5** the **60 Jubilee Avenue Deposit** means the sum of £1,255,000.00 being part of the Deposit together with any interest credited to the Deposit Account in respect of it by virtue of the proviso to Clause 5 below
- 1.6** the **Deposit** means the moneys referred to in Clause 2 below together with any interest credited to the Deposit Account by virtue of the proviso to Clause 5 below being the 39 Innovation Drive Deposit and the 60 Jubilee Avenue Deposit together;
- 1.7** the **Deposit Account** means the deposit account at the Bank in the name of the Landlord or of a managing agent acting on behalf of the Landlord;
- 1.8** the **Bank** means the London Clearing Bank where the Deposit Account is from time to time held;
- 1.9** the **Release Tests** means the following tests, Test 1, Test 2 and Test 3 being:
- Test 1:**
- The Guarantor shall have produced to the Landlord the Guarantor's unqualified audited accounts for the three consecutive years immediately prior to Test 1 being satisfied (none of which shall be for a year ending earlier than 30 June 2015) showing net profits before tax for the Guarantor of at least three times the annual rent for each of the years to which the accounts relate;
- Test 2:**
- The Guarantor shall have produced to the Landlord the Guarantor's unqualified audited accounts for the three consecutive years immediately prior to Test 2 being satisfied (none of which shall be for a year ending earlier than 30 June 2015) showing net assets of the Guarantor (assessed in accordance with any accounting standards under which the relevant accounts shall be required to be prepared) of a minimum of £50 million on the accounting date to which the relevant accounts shall be prepared for each of the years to which the accounts relate;
- Test 3:**
- The mean average market capitalisation of the Guarantor over a period of the three consecutive years immediately prior to Test 3 being satisfied shall not at any time have been less than US\$1 billion as assessed at the close of trading on the final day of each month, the first month being capable of being counted for this purpose being May 2015 (being the month of the initial public offering of the securities of the Guarantor on the NASDAQ Global Select Exchange)
- 1.10 Working Day** means any day except Saturdays, Sundays and bank, public and statutory holidays
- 2** The Landlord hereby acknowledges receipt of the sum of £1,517,296.60;
- 3** The Tenant hereby charges and agrees to charge all its interest in the Deposit to the Landlord as security for the due performance and observance of the covenants agreements and conditions on the part of the Tenant under the Lease and all losses which the Landlord may incur by reason of or consequent upon any breach of those covenants agreements and
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conditions and (without prejudice to the generality of the foregoing) as more particularly provided in Clause 6 below.

- 4 The Landlord shall place the Deposit at the Bank in the Deposit Account on seven days' notice of withdrawal until repayment of the Deposit in accordance with the terms of Clause 8 and Clause 9 respectively.
  - 5 Any interest earned on the Deposit (or if any sums have been withdrawn from the Deposit pursuant to Clause 6, the balance thereof) after deduction of tax shall belong to the Tenant and for any period in which the Deposit has not been repaid to the Tenant the Landlord will arrange for any such interest (after deduction of tax) to be paid to the Tenant or to the Tenant by direct credit to the Tenant to such bank account as the Tenant shall from time to time advise the Landlord in writing.
  - 6 The Landlord and Tenant hereby agree that without prejudice to any right or remedy which the Landlord may have under the Lease the Landlord shall be entitled to withdraw from the Deposit from time to time the sums specified below which shall thereupon become the absolute property of the Landlord:
    - 6.1 if any sum (whether rent or otherwise) is due to the Landlord from the Tenant and unpaid for a period of fourteen days: the amount of that sum,
    - 6.2 if the Landlord suffers any loss or damage as the result of any material breach of any covenant agreement or condition on the part of the Tenant under the Lease: the amount of that loss or damage,
    - 6.3 if the Lease is determined otherwise than by agreement before the expiration of the term granted by the Lease or if the Lease is forfeited or disclaimed by any liquidator or trustee in bankruptcy of the Tenant: the whole or that proportion of the Deposit as is reasonably necessary to compensate the Landlord for its loss but the Landlord will return the balance of the Deposit (if any) to the Tenant as soon as reasonably practicable after the Landlord shall have ascertained the full extent of its loss.
- Provided** that the Landlord shall notify the Tenant in writing within fourteen days of any withdrawal of any sum from the Deposit and the reason for such withdrawal and (if the Lease is still subsisting) the Tenant hereby covenants to reinstate the Deposit to the amount withdrawn.
- 7 **It is hereby agreed** between the parties:
    - 7.1 that the existence of the Deposit shall not prejudice the Landlord's ability to proceed against the Tenant for any breach of any covenant, agreement or condition on the part of the Tenant under the Lease or entitle the Tenant to withhold any moneys or fail to perform any covenant agreement or condition under the Lease and the Deposit shall not be regarded as an advance payment of rent;
    - 7.2 that if the Landlord transfers the reversion to the Lease the benefit of this Deed shall be assignable to the transferee of the reversion to whom the Deposit shall be transferred AND if the benefit is so assigned and the Deposit so transferred the Landlord shall procure that the transferee will covenant at its sole expense with the Tenant in the same terms as this Deed as if the transferee had executed this Deed as Landlord and the Tenant will subject to being indemnified for all costs arising therefrom execute and deliver to the Landlord a deed releasing the Landlord from any further liability under the terms of this Deed.
  - 8 The 39 Innovation Drive Deposit or such part thereof as shall be remaining shall be repaid to the Tenant when:
    - 8.1 The period of 5 years from the commencement of the Contractual Term of Lease 1 shall have expired and during the period from the date of this Deed the Tenant has not;
      - 8.1.1 been in arrears of the Principal Rent of Lease 1 for longer than 5 Working Days; OR
      - 8.1.2 been in arrears of the Principal Rent of Lease 1 on more than 2 separate occasions.

OR

- 8.2** the:
- 8.2.1** term granted by Lease 1 shall have expired or been determined earlier by agreement; OR
- 8.2.2** Lease 1 shall have been lawfully assigned with the consent of the Landlord in accordance with the terms of Lease 1;
- 8.3** And the Landlord will in all cases be entitled to retain from the 39 Innovation Drive Deposit such proportion of the 39 Innovation Drive Deposit as may reasonably be necessary to make good any default provided that in the case of repayment of the 39 Innovation Drive Deposit following a lawful assignment any such default has accrued prior to the date of the lawful assignment.
- 9** The 60 Jubilee Avenue Deposit or such part thereof as shall be remaining shall be repaid to the Tenant when:
- 9.1** The Guarantor shall simultaneously have satisfied at least two of the Release Tests; OR
- 9.2** the:
- 9.2.1** term granted by Lease 2 shall have expired or been determined earlier by agreement; OR
- 9.2.2** Lease 2 shall have been lawfully assigned with the consent of the Landlord in accordance with the terms of Lease 2
- 9.3** And the Landlord will in all cases be entitled to retain from the 60 Jubilee Avenue Deposit such proportion of the 60 Jubilee Avenue Deposit as may reasonably be necessary to make good any default provided that in the case of repayment of the 60 Jubilee Avenue Deposit following a lawful assignment any such default has accrued prior to the date of the lawful assignment.
- 10** In the event of return of the 60 Jubilee Avenue Deposit or the 39 Innovation Drive Deposit this deed remains in full force and effect in respect of any remaining Deposit sums.
- 11** The Guarantor hereby covenants with the Landlord that the Tenant will observe and perform its covenants and conditions in this Deed and the Guarantor will indemnify the Landlord on demand against all losses, damages, costs and expenses arising out of any default of the Tenant.
- 12** A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 13** This Deed shall be governed by and construed in all respects in accordance with the law of England and the Landlord and the Tenant each submits to the exclusive jurisdiction of the English Courts.

**In witness** whereof this document has been executed as a Deed the day and year first before written.

EXECUTED as a DEED by **MEPC MILTON PARK NO. 1 LIMITED**  
acting by

/s/ Chris Darroch  
.....  
Director

A director in the presence of:

/s/ Marie Clare Darroch  
.....

Witness Name: Marie Clare Darroch  
Address: 12 Langtree Ave, Glasgow

EXECUTED as a DEED by **MEPC MILTON PARK NO. 2 LIMITED**  
acting by

/s/ Chris Darroch  
.....  
Director

A director in the presence of:

/s/ Marie Clare Darroch  
.....

Witness Name: Marie Clare Darroch  
Address: 12 Langtree Ave, Glasgow

EXECUTED as a DEED by **ADAPTIMMUNE LIMITED**  
acting by two directors or a director and the company  
secretary

/s/ Margaret Henry  
/s/ Gavin Wood

Director

Director/Company Secretary

EXECUTED AS A DEED by **ADAPTIMMUNE  
THERAPEUTICS PLC** acting by two directors or a  
director and the company secretary

/s/ James Noble  
/s/ Margaret Henry

Director

Director/Company Secretary