

**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): September 2, 2021

Maravai LifeSciences Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39725
(Commission
File Number)

85-2786970
(IRS Employer
Identification No.)

10770 Wateridge Circle Suite 200
San Diego, California
(Address of principal executive offices)

92121
(Zip Code)

(858) 546-0004
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.01 par value	MRVI	The Nasdaq Stock Market LLC (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 revisited financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.***Amendment to Merger Agreement Related to Sale of Protein Detection Business Segment***

On September 2, 2021, Maravai LifeSciences Holdings, Inc. (the “Company”), together with certain of its affiliated entities, entered into Amendment No. 1 to the Agreement and Plan of Merger, dated as of August 5, 2021, with respect to, and in connection with the closing of the sale of Vector Laboratories, Inc., the Company’s Protein Detection business segment, to Voyager Group Holdings, Inc., an entity affiliated with Thompson Street Capital Partners VI, L.P.

The amendment (i) provides for upward adjustment to components of the calculation of purchase price adjustments with respect to certain payments made prior to closing with respect to Vector Laboratories, Inc.’s planned facility relocation, (ii) excludes certain accounts payable balances from the calculation of components of purchase price adjustments with respect to certain approved contracts, and (iii) provides that the parties shall treat September 2, 2021 as the closing date for all economic and other purposes to the fullest extent permitted by law even if the effective date of the merger as determined by California law is subsequently determined to be a later date due to processing delays by the Secretary of State of the State of California.

The foregoing description of Amendment No. 1 to the Agreement and Plan of Merger does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment No. 1 to the Agreement and Plan of Merger, which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Amendment to Pfizer and BioNTech Supply Agreement

On September 3, 2021, TriLink Biotechnologies, LLC, a subsidiary and part of the Company’s Nucleic Acid Production Business, entered into Amendment No. 1, with an effective date of June 6, 2021 to its Supply Agreement, dated as of October 9, 2020, with Pfizer Inc. and BioNTech SE. The amendment modifies certain billing, pricing and payment terms, including a shift to invoicing based on product shipment instead of the previous milestone-based invoicing terms.

The foregoing description of Amendment No. 1 to the Supply Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment No. 1 to the Supply Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets

On September 2, 2021, the Company completed the previously announced sale of its Protein Detection business segment pursuant to the Agreement and Plan of Merger Agreement, dated as of August 5, 2021, as amended by Amendment No. 1, dated as of September 2, 2021, to Voyager Group Holdings, Inc., an entity affiliated with Thompson Street Capital Partners VI, L.P. The disposition did not involve the disposition of a significant business. Upon closing, Vector Laboratories, Inc. operates as an independent, privately-held business, headed by Lisa Sellers, Ph.D., who is no longer employed by the Company.

The foregoing description of the sale of the Protein Detection business segment does not purport to be complete and is qualified in its entirety by reference to Item 1.01 of the Company’s Current Report on Form 8-K filed on August 10, 2021, the full text of the Agreement and Plan of Merger, dated as of August 5, 2021, filed therewith, as well as the information under the header “Amendment to Merger Agreement Related to Sale of Protein Detection Business Segment” in Item 1.01 of this Current Report on Form 8-K and the full text of Amendment No. 1 to the Agreement and Plan of Merger, each of which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1#	<u>Amendment No. 1, dated as of September 2, 2021, to the Agreement and Plan of Merger, dated as of August 5, 2021, among Maravai Life Sciences, Inc., Voyager Group Holdings, Inc., Maravai LifeSciences Holdings, Inc., and Maravai Intermediate Holdings, LLC</u>
10.1#‡	<u>Amendment No. 1, effective as of June 6, 2021, to the Supply Agreement, dated as of October 9, 2020, among TriLink Biotechnologies, LLC, Pfizer Inc. and BioNTech SE.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule will be furnished to the SEC upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any document so furnished.

‡ Certain portions of this Exhibit that constitute confidential information have been redacted in accordance with Item 601(b)(10) of Regulation S-K.

SIGNATURES

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

MARAVAI LIFESCIENCES HOLDINGS, INC.

Date: September 3, 2021

By: /s/ Kevin M. Herde

Name: Kevin M. Herde

Title: Chief Financial Officer

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), is made as of September 2, 2021, by and among Maravai Life Sciences, Inc., a Delaware corporation ("Seller"), Voyager Group Holdings, Inc., a Delaware corporation ("Parent"), VYGR Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Maravai LifeSciences Holdings, Inc., a Delaware corporation ("Maravai LifeSciences Holdings"), and Maravai Intermediate Holdings, LLC, a Delaware limited liability company ("Maravai Intermediate Holdings" and together with Maravai Holdings, each, a "Maravai Guarantor" and collectively, the "Maravai Guarantors").

WHEREAS, Seller, Parent, Merger Sub, Maravai LifeSciences Holdings, Maravai Intermediate Holdings (collectively, the "Parties") are party to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of August 5, 2021 (the "Effective Date");

WHEREAS, pursuant to Section 8.10 of the Merger Agreement, the Merger Agreement may be amended with an instrument in writing executed and delivered on behalf of each of the Parties; and

WHEREAS, the Parties desire to amend the Merger Agreement as stated in this Amendment effective as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Company and Employee each hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

Section 2. Effectiveness. The terms of this Amendment shall automatically become effective as of the Effective Date, with no further action required of the Parties. If the Merger Agreement is validly terminated in accordance with its terms prior to the Closing, this Amendment shall also be automatically terminated concurrently therewith, with no further action required of the Parties.

Section 3. Burlingame Facility Payments. Schedule I attached hereto sets forth payments already made, and payments anticipated to be made prior to Closing, by the Company with respect to the relocation of the Burlingame facility. The Parties hereby agree that the "Payment Amounts" or "Anticipated Payment Amounts" listed on Schedule I, in each case, to the extent actually paid by the Company prior to the Closing in relation to the applicable vendor and contract as listed on Schedule I, shall be deemed to increase the amount of Cash for purposes of the Merger Agreement (it being acknowledged and agreed that such amounts shall be subject to the adjustment mechanics pursuant to Section 1.9 of the Merger Agreement). For the avoidance of doubt, such payments shall not affect Closing Working Capital or Target Working

Capital. The Parties agree that Schedule I may be updated from time to time after the date hereof by the written consent of Parent and Seller (email being sufficient).

Section 4. Approved Contracts. Schedule II attached hereto sets forth certain contracts that the Company has entered into after the Effective Date (the "Approved Contracts"). The Parties hereby consent to the Company entering into the Approved Contracts and hereby agree that, in accordance with Section 1.7 of the Merger Agreement, the Merger Consideration shall not be reduced (whether through the Working Capital Adjustment or increases in Closing Liabilities, Indebtedness or Transaction Expenses) by any amounts payable as of the Closing or the Measurement Time that are required to be paid by the Company pursuant to the Approved Contracts. For the avoidance of doubt, amounts payable or accrued under such Approved Contracts shall not affect Closing Working Capital or Target Working Capital. The Parties agree that Schedule II may be updated from time to time after the date hereof by the written consent of Parent and Seller (email being sufficient).

Section 5. Payment of Merger Consideration. The Parties hereby acknowledge and agree that Parent shall, concurrently with the Closing, cause Merger Sub to make the payments set forth in Section 1.8(b) of the Merger Agreement (it being acknowledged that nothing herein shall relieve Parent of its obligations under the Merger Agreement).

Section 6. Economic Transfer. Subject to the terms and conditions of the Merger Agreement (except as and to the extent expressly set forth herein), the Closing under the Merger Agreement shall be deemed to have occurred on, and the Closing Date shall be, September 2, 2021. Notwithstanding that, pursuant to the applicable provisions of the CGCL, the effective time of the Merger (the "California Effective Time") will be such time as the Certificate of Merger and such other documents as may be required by the CGCL are filed and deemed effective with and by the Secretary of State of the State of California, the parties to the Merger Agreement agree that the transactions and effects thereof shall, to the extent allowable under applicable Law, be deemed to have occurred on (and the parties shall otherwise be obligated to cause such transactions to be deemed effective as of) the Closing Date. In furtherance of the foregoing, the parties to the Merger Agreement agree that the benefits and burdens of the Company and its business shall be deemed to have been transferred to Merger Sub as of September 2, 2021 (the "Economic Transfer"), and the parties to the Merger Agreement shall take any further action necessary or desirable to vest the interests and obligations in Merger Sub as shall be required to put the parties in the positions they would have occupied if the California Effective Time had occurred contemporaneously with the Economic Transfer. For the avoidance of doubt, from and after the Closing Date, the Surviving Corporation will succeed to all the assets, rights, privileges, powers and franchises and be subject to all of the liabilities, restrictions and duties of the Company and Merger Sub.

Section 7. Amendments.

7.01 Section 1.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Certificate of Incorporation. The certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, will be the certificate of incorporation of the Surviving Corporation until amended in accordance with applicable Law.”

7.02 Section 1.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Bylaws. The Bylaws of the Company, as in effect immediately prior to the Effective Time, will be the Bylaws of the Surviving Corporation until amended in accordance with applicable Law.”

7.03 The following definition shall be added to Section 8.18 (Definitions) of the Agreement:

“Measurement Time” means as of 11:59 p.m. Pacific Standard Time on the Closing Date. Notwithstanding the foregoing, (i) Cash, (ii) Closing Working Capital (and, therefore, the Working Capital Adjustment), (iii) Closing Liabilities and (iv) Indebtedness shall be determined without giving any effect to any transactions occurring at the Closing or after the Closing and prior to the Measurement Time outside of the ordinary course of business of the Company.

7.04 The words “as of the Closing” in Sections 1.7 (Merger Consideration) and 1.9(a) (Determination of Closing Working Capital) of the Agreement shall be replaced with “as of the Closing or as of the Measurement Time, if such component is calculated as of the Measurement Time”. The words “as of immediately prior to Closing” in the definitions of “Cash”, “Closing Working Capital” and “Indebtedness” shall be replaced with “as of the Measurement Time”. The words “as of the Measurement Time” shall be inserted immediately after ““Closing Liabilities’ means” in the definition of “Closing Liabilities”.

Section 8. Miscellaneous.

8.01 Continuance of the Merger Agreement. Except as specifically amended by this Amendment, the Merger Agreement shall remain in full force and effect in accordance with its terms.

8.02 Counterparts. This Amendment may be executed by counterpart signatures, each of which signatures shall be deemed an original, all of which together shall constitute one in the same instrument. Furthermore, delivery of a copy of such signatures by facsimile transmission, email or other electronic exchange methodology shall constitute a valid and binding execution and delivery of this Amendment by such party, and such electronic copy shall constitute an enforceable original document.

8.03 Applicable Law. This Amendment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal Laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware.

8.04 Amendments. This Amendment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the Parties. No course of dealing between or among any Persons having any interest in this Amendment will be deemed effective to modify, amend or discharge any part of this Amendment or any rights or obligations of any Party under or by reason of this Amendment.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement and Plan of Merger on the date first above written.

PARENT

VOYAGER GROUP HOLDINGS, INC.

By: /s/ J.C. Wetzel
Name: J.C. Wetzel
Title: President and Secretary

MERGER SUB

VYGR MERGER SUB, INC.

By: /s/ J.C. Wetzel
Name: J.C. Wetzel
Title: President and Secretary

[Signature Page to Amendment No. 1 Agreement and Plan of Merger]

SELLER

MARAVAI LIFE SCIENCES, INC.

By: /s/ Kevin Herde

Name: Kevin Herde

Title: Chief Financial Officer

MARAVAI LIFESCIENCES HOLDINGS

MARAVAI LIFESCIENCES HOLDINGS, INC.

By: /s/ Kevin Herde

Name: Kevin Herde

Title: Chief Financial Officer

MARAVAI INTERMEDIATE HOLDINGS

MARAVAI INTERMEDIATE HOLDINGS, LLC

By: /s/ Kevin Herde

Name: Kevin Herde

Title: Chief Financial Officer

[Signature Page to Amendment No. 1 Agreement and Plan of Merger]

FIRST AMENDMENT TO SUPPLY AGREEMENT

This First Amendment (“First Amendment”) is made as of August 30, 2021 (the “Execution Date”) and effective as of June 6, 2021 (the “Effective Date”) by and between TriLink BioTechnologies, LLC (“TriLink”), Pfizer Inc. (“Pfizer”), and BioNTech SE (“BioNTech”), each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties entered into a Supply Agreement with an Effective Date of October 9, 2020 (the "Agreement").

WHEREAS, the Parties desire to amend the Agreement, as provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties hereby agree to amend the Agreement as follows:

1. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.
2. Section 3.5 of the Agreement shall be amended by deleting it in its entirety and replacing it with the following:

3.5 Billing. Supplier shall submit invoices to Customer as outlined in SCHEDULE 3.2 to the address designated in the applicable Order. Supplier shall include the following information on all invoices: the applicable Order number and billing address; and shall also include, where applicable, the type, description, part number (if any) and quantity of the Product delivered; the Delivery Date; the actual date of shipment; the Prices; any applicable taxes, transportation charges or other charges provided for in the applicable Order; and the ship-to destination.

3. Section 3.6 of the Agreement shall be amended by deleting it in its entirety and replacing it with the following:

3.6 Payment. Unless Customer notifies Supplier pursuant to Section 4.1 that the Product is non-conforming, Supplier shall invoice Customer as outlined in SCHEDULE 3.2. Customer shall pay all undisputed amounts due [***] days from the date of Customer’s receipt of the invoice, (“Invoice Due Date”) and payment shall be made with the next scheduled processing payment run immediately following the Invoice Due Date, and in accordance with the applicable Order. Payment history will be reviewed quarterly and if the average payment time is not within the terms of this Agreement, the Parties will work together in good faith to modify the payment terms and ensure compliance with this Section. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute. In such event, Customer shall notify Supplier of the amount and nature of the dispute and the Parties shall attempt to resolve the dispute in good faith in accordance with Section 14.2.

Payment by Customer shall not result in a waiver of any of its rights under this Agreement. Customer may set off any amount Supplier owes Customer against amounts payable under this Agreement or any other agreement between the Parties.

4. Schedule 3.2 of the Agreement shall be amended by deleting it in its entirety and replacing it with the Schedule 3.2 (Revision August 30, 2021) attached to this First Amendment.
5. Except as specifically amended above, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.
6. In the event that there are any conflicts between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
7. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same agreement.
8. Delivery of a signed First Amendment by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed First Amendment. This First Amendment may be stored by electronic means and either an original or an electronically stored copy of this First Amendment can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties with respect to this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

TriLink Biotechnologies, LLC

By: /s/ Brian Neel
Name: Brian Neel
Title: COO

Pfizer Inc.

By: /s/ Mike McDermott
Name: Mike McDermott
Title: President PGS

BioNTech SE

By: /s/ Sierk Poetting
Name: Sierk Poetting
Title: Managing Director