

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2023-01-09**
SEC Accession No. [0001213900-23-001733](#)

(HTML Version on secdatabase.com)

SUBJECT COMPANY

Moolec Science SA

CIK: [1937737](#) | IRS No.: **000000000** | State of Incorporation: **N4** | Fiscal Year End: **0630**
Type: **SC 13D** | Act: **34** | File No.: [005-93858](#) | Film No.: **23518844**
SIC: **6770** Blank checks

Mailing Address
17, BOULEVARD F.W.
RAIFFEISAN
LUXEMBOURG N4 L-2411

Business Address
17, BOULEVARD F.W.
RAIFFEISAN
LUXEMBOURG N4 L-2411
352 26 49 65 65

FILED BY

BG Farming Technologies Ltd.

CIK: [1960299](#) | IRS No.: **000000000** | State of Incorporation: **X0** | Fiscal Year End: **0630**
Type: **SC 13D**

Mailing Address
INNOVATION CENTRE
GALLOWS HILL
WARWICK X0 CV34 6UW

Business Address
INNOVATION CENTRE
GALLOWS HILL
WARWICK X0 CV34 6UW
00543414861100

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. _____)***

MOOLEC SCIENCE SA

(Name of Issuer)

Ordinary Shares ("Shares") representing common shares of Moolec Science SA

(Title of Class of Securities)

L64875 104

(CUSIP Number)

17, Boulevard F.W. Raiffeisen
L-2411 Luxembourg
Grand Duchy of Luxembourg
Telephone: +352 26 49 65 65

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

Copy to:

Matthew S. Poulter
Linklaters LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 903-9000

December 30, 2022

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

 NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

1. BG Farming Technologies Limited

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a)

(b)

 SEC USE ONLY

3.

 SOURCE OF FUNDS (see instructions)

4.

OO

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5.

 CITIZENSHIP OR PLACE OF ORGANIZATION

6.

England and Wales

7. SOLE VOTING POWER

14,570,000

NUMBER OF
SHARES

8. SHARED VOTING POWER

BENEFICIALLY

—

OWNED BY

9. SOLE DISPOSITIVE POWER

EACH

14,570,000

REPORTING

10. SHARED DISPOSITIVE POWER

PERSON WITH

—

 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11.

14,570,000

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12. (see instructions)

 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.

38.8%

 TYPE OF REPORTING PERSON (see instructions)

14.

OO

 NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

1.

THEO I SCSp

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a) (b)

SEC USE ONLY

3.

SOURCE OF FUNDS (see instructions)

4.

OO

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5.

CITIZENSHIP OR PLACE OF ORGANIZATION

6.

Grand Duchy of Luxembourg

7. SOLE VOTING POWER

797,523

NUMBER OF
SHARES

8. SHARED VOTING POWER

BENEFICIALLY
OWNED BY
EACH

14,570,000 (1)

9. SOLE DISPOSITIVE POWER

REPORTING
PERSON WITH

797,523

10. SHARED DISPOSITIVE POWER

14,570,000 (1)

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11.

15,367,523 (1)

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12. (see instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.

40.9%

TYPE OF REPORTING PERSON (see instructions)

14.

OO

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NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

1.

Bioceres Group PLC

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a)

(b)

SEC USE ONLY

3.

SOURCE OF FUNDS (see instructions)

4.

OO

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5.

CITIZENSHIP OR PLACE OF ORGANIZATION

6.

England and Wales

7. SOLE VOTING POWER

--

NUMBER OF
SHARES

8. SHARED VOTING POWER

BENEFICIALLY

15,367,523 (1)

OWNED BY

9. SOLE DISPOSITIVE POWER

EACH

--

REPORTING

PERSON WITH

10. SHARED DISPOSITIVE POWER

15,367,523 (2)

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11.

15,367,523 (2)

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12. (see instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13.

40.9%

TYPE OF REPORTING PERSON (see instructions)

14.

OO

- (1) Theo owns 80% of the issued and outstanding shares of BG Farming. Consequently, each of Theo and BG Farming may be deemed the beneficial owner of the Shares held by BG Farming and to share voting and dispositive control over such Shares.
 - (2) Theo is a wholly owned subsidiary of Bioceres Group PLC. Consequently, Bioceres Group PLC may be deemed the beneficial owner of the Shares of which Theo is deemed the beneficial owner and to share voting and dispositive control over such Shares.
-

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Item 1. Security and Issuer.

The class of equity securities to which this joint statement on Schedule 13D relates is the ordinary shares of Moolec Science SA (the “Shares”), a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg, with its registered office at 17, Boulevard F.W. Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies’ Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B268440 (“Moolec”).

Item 2. Identity and Background.

This statement is filed on behalf of:

- (i) BG Farming Technologies Limited, a private limited liability company governed by the laws of England and Wales, with registered office at Innovation Centre, Gallows Hill, Warwick, England, CV34 6UW and registered with the Registrar of Companies for England and Wales under number 12774064 (“BG Farming”);
- (ii) THEO I SCSp, a special limited partnership (*société en commandite spéciale*) governed by the laws of the Grand Duchy of Luxembourg, registered under number B 257706 (“Theo”); and
- (iii) Bioceres Group PLC, a public limited company incorporated under the laws of England and Wales with company number 13310943 whose registered office is at Highdown House, Yeoman Way, Worthing, West Sussex, United Kingdom, BN99 3HH (together with BG Farming and Theo, the “Reporting Persons”).

Theo is a wholly owned subsidiary of Bioceres Group PLC.

Item 3. Source or Amount of Funds or Other Consideration.

On December 30, 2022 (the “Closing Date”), Moolec consummated a business combination (the “Business Combination”) pursuant to the terms of the Business Combination Agreement, dated as of June 14, 2022, as amended on November 18, 2022, by and among Moolec, LightJump, Moolec Science Limited, a private limited company incorporated under the laws of England and Wales, and Moolec Acquisition, Inc., a Delaware corporation (as amended, the “BCA”), providing for, among other things, LightJump and Moolec Science Limited to become subsidiaries of Moolec and all shareholders of LightJump and Moolec Science Limited to become shareholders of Moolec. Moolec’s first day of trading on Nasdaq Global was January 3, 2023.

Pursuant to the BCA and other agreements entered into in connection therewith, on the Closing Date, all the issued ordinary shares of Moolec Science Limited held by the Reporting Persons were transferred and contributed in kind to Moolec, free and clear of all liens (other than Company Shareholders’ Agreement Liens (as defined in the BCA) which expired on or prior to the Closing Date). BG Farming subscribed for and, as consideration for the contribution, was issued, in accordance with the Exchange Ratio (as defined in the

BCA) (save that the number of Shares issued were reduced by the number of Shares already held by BG Farming immediately prior to the Exchange (as defined in the BCA), which was 2,350,000) 12,220,000 Shares; no fractional Shares were issued pursuant to the Exchange.

Theo contributed all of its rights and obligations under the Original SAFE (as defined in the BCA) to Moolec in consideration for the issuance by Moolec of a simple agreement for future equity on substantively identical terms (*mutatis mutandis*) with such adjustments (if any) required under Luxembourg law (the “SAFE”). For Luxembourg law purposes, a Luxembourg independent auditor (*réviseur d’entreprises*) of Moolec issued a report on the contributions in kind relating to the contribution of the Original SAFEs. Immediately prior to the Merger Effective Time (as defined in the BCA) but after the Exchange Effective Time (as defined in the BCA), Theo became a holder of 196,695 Shares, in accordance with the SAFE, with such adjustments (if any) required under Luxembourg law.

Concurrently with the execution of the BCA, Union Group Ventures Limited, a company limited by shares incorporated under the laws of the British Virgin Islands (“UGVL”), Theo, UG Holdings, LLC, a Delaware limited liability company, and LightJump One Founders, LLC, a Delaware limited liability company (the “Sponsor”), entered into the Backstop Agreement dated as of June 14, 2022 (the “Backstop Agreement”), pursuant to which, among other things, the parties agreed to provide, on a several (and not joint) basis, the funding necessary to backstop an aggregate amount equal to \$10,000,000, conditioned upon Closing, on the terms and subject to the conditions set forth in the Backstop Agreement.

At Closing, \$1,989,011 remained in the Trust Account, which triggered the obligations of the Sponsor, UGVL and Theo under the Backstop Agreement. Pursuant to the Backstop Agreement, the commitment to fund Moolec of the Sponsor was \$4,005,520, and the commitment to fund Moolec of each of Theo and UGVL was \$2,002,760. Pursuant to the Backstop Agreement, the Sponsor elected to transfer Sponsor shares of SPAC Common Stock (as defined in the BCA) to each of UGVL and Theo prior to the consummation of the Merger equal to the Sponsor’s commitment, with each Sponsor share of SPAC Common Stock valued at \$10. Therefore, prior to the consummation of the Merger, the Sponsor transferred 200,276 shares of SPAC Common Stock to each of Theo and UGVL. Because the Sponsor elected to fulfill its obligation under the Backstop Agreement by transferring shares to each of Theo and UGVL, the required commitment to fund Moolec for each of Theo and UGVL was \$4,005,520. At the Closing Date, Theo and UGVL each transferred \$4,005,520 to the Company and in turn, each received 400,552 newly issued Company Ordinary Shares. At the Closing Date, the parties to the Backstop Agreement entered into a Memorandum of Understanding, whereby each of the parties agreed to the terms outlined above in order to implement the Backstop Agreement.

The foregoing descriptions of the BCA, the Backstop Agreement, the SAFE and the Memorandum of Understanding do not purport to be complete and are qualified in their entirety by references to the full texts of the BCA, as amended, the Backstop Agreement, the SAFE or the Memorandum of Understanding, which are attached hereto as Exhibits 99.2, 99.3, 99.4, 99.5 and 99.6 and incorporated herein by reference.

Item 4. Purpose of Transaction.

The information in Items 3 and 6 of this Schedule 13D are incorporated herein by reference.

The Reporting Persons acquired the Shares described in this Schedule 13D for investment purposes and intends to review their investments in Moolec on a continuing basis. Any actions the Reporting Persons might undertake will be dependent upon their review of numerous factors, including, but not limited to: an ongoing evaluation of Moolec’s business, financial condition, operations and prospects; price levels of Moolec’s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other current and future developments.

Based on such review, the Reporting Persons may, at any time and from time to time, acquire additional securities of Moolec, or retain or sell all or a portion of the securities then held, including without limitation, in the open market, block sales or in privately negotiated transactions at any time, and may formulate other purposes, plans or proposals regarding Moolec or any of its subsidiaries, to the extent deemed advisable in light of strategic investment and trading policies of the Reporting Persons. In connection with such considerations or activity, the Reporting Persons may use third-party advisers, consultants or agents (each an “Adviser”) to assist the

Reporting Persons and may engage, directly or indirectly, in discussions or negotiations, or pursue agreements with other parties regarding the securities then held and such other matters as it considers relevant to making its determinations.

In addition, the Reporting Persons or their Advisers may engage in discussions with management, the board of directors of Moolec, other shareholders of Moolec and other relevant parties or encourage such persons to consider or explore extraordinary corporate transactions, such as a merger, sales or acquisitions of securities, assets or businesses, changes to the capitalization or dividend policy of Moolec, or other material changes to Moolec's business or corporate structure, including changes in management or the composition of the Board.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purposes or formulate different plans or proposals with respect thereto at any time.

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Item 5. Interest in Securities of the Issuer.

In the aggregate, the Reporting Persons beneficially own 15,367,523 Shares, representing 40.9% of the outstanding Shares.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Company SAFE Holders (as defined in the BCA), which, for the avoidance of doubt, includes Theo, the Core Company Shareholders (as defined in the BCA), which, for the avoidance of doubt, includes BG Farming, Moolec, Sponsor and Jose López Lecube, the Chief Financial Officer of Moolec (the "CFO") entered into the Registration Rights and Lock-Up Agreement dated as of December 30, 2022, pursuant to which, among other things, the Sponsor, the CFO and the Core Company Shareholders and Company SAFE Holders have customary demand and piggyback registration rights in connection with the Shares issued to them in the Merger (as defined in the BCA) or the Exchange. Additionally, the Shares held by each party to the Registration Rights and Lock-Up Agreement will be subject to a lock-up until (i) the date that is 365 days from the Closing Date, and (ii) such date on which Moolec completes a liquidation, merger, share exchange or other similar transaction that results in all of the shareholders of Moolec having the right to exchange their Shares for cash, securities or other property, provided that if the share price of the Shares exceeds \$12.00 per Share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-day trading period, the parties to the Registration Rights and Lock-Up Agreement may transfer up to 50% of the Shares subject to the Registration Rights and Lock-Up Agreement. Shares that were newly issued based on the cash contribution pursuant to the Backstop Agreement are not subject to the Registration Rights and Lock-Up Agreement.

The foregoing description of the Registration Rights and Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Registration Rights and Lock-Up Agreement, which is attached hereto as Exhibit 99.7 and incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits.

Exhibit	Description
99.1	Joint Filing Agreement, dated as of January 9, 2023 by and among BG Farming Technologies Limited, THEO I SCSp and Bioceres Group PLC.
99.2	Business Combination Agreement, dated as of June 14, 2022, by and among LightJump Acquisition Corporation, Moolec Science Limited, Moolec Science SA and Moolec Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to LightJump Acquisition Corporation's Form 8-K, File No. 001-39869, filed with the SEC on June 15, 2022).
99.3	First Amendment to the Business Combination Agreement, by and among LightJump Acquisition Corporation, Moolec Science Limited, Moolec Science SA and Moolec Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to LightJump Acquisition Corporation's Form 8-K, File No. 001-39869, filed with the SEC on November 21, 2022).
99.4	Backstop Agreement (incorporated by reference to Exhibit 10.2 to LightJump Acquisition Corporation's Form 8-K, File No. 001-39869, filed with the SEC on June 15, 2022).
99.5	SAFE, dated as of December 27, 2022, by and between THEO I SCSp and Moolec Science SA.

99.6 [Memorandum of Understanding on the Backstop Agreement, dated as of December 30, 2022, by and among LightJump Acquisition Corporation, Moolec Science Limited, Moolec Science SA, UG Holdings, LLC, Union Group Ventures Limited, THEO I SCSp and LightJump One Founders, LLC \(incorporated by reference to Exhibit 4.8 to Moolec Science SA's Form 20-F, File No. 001-41586, filed with the SEC on January 6, 2023\).](#)

99.7 [Registration Right and Lock-Up Agreement, dated December 30, 2022, by and among, Moolec Science SA, LightJump One Founders, LLC, BG Farming Technologies Ltd., Union Group Ventures Ltd., Bioceres Crop Solutions Corp., THEO I SCSp, Serenity Traders LTD., UG Holdings, LLC, Robert M. Bennett and Jose López Lecube \(incorporated by reference to Exhibit 4.6 to Moolec Science SA's Form 20-F, File No. 001-41586, filed with the SEC on January 6, 2023\).](#)

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: January 9, 2023

BG FARMING TECHNOLOGIES LIMITED

By: /s/ Gastón Paladini

Gastón Paladini

Director

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Director

THEO I SCSP

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Attorney-in-Fact

BIOCERES GROUP PLC

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Attorney-in-Fact

Joint Filing Agreement

The undersigned hereby agree that this Statement on Schedule 13D dated January 9, 2023 with respect to the ordinary shares (the “Shares”) of Moolec Science SA is filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13(d)-1(k) under the Securities Exchange Act of 1934, as amended (the “Act”), and further agree that this Joint Filing Agreement be included as an exhibit to this Statement.

Date: January 9, 2023

BG FARMING TECHNOLOGIES LIMITED

By: /s/ Gastón Paladini

Gastón Paladini

Director

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Director

THEO I SCSP

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Attorney-in-Fact

BIOCERES GROUP PLC

By: /s/ Gloria Montaron Estrada

Gloria Montaron Estrada

Attorney-in-Fact

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

MOOLEC SCIENCE SA

SAFE

(Simple Agreement for Future Equity)

Dated: December 27, 2022

THIS CERTIFIES THAT in exchange for the assignment by THEO I SCSp (the “Investor”) of all its rights and obligations under a simple agreement for future equity dated December 28, 2021 to Moolec Science SA, a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg, with its registered office at 17, Boulevard F.W. Raiffeisen, L 2411 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies’ Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B268440 (the “Company”), in an aggregate amount of \$1,500,000.- (the “Purchase Amount”) on or about the date hereof, the Company issues, without a public offering, to the Investor the right to subscribe for certain shares of the Company’s Share Capital, subject to the terms described below.

1. Events

(a) **Qualified Event.** If there is a Qualified Event before the termination of this Safe, immediately prior to the closing of such Qualified Event (for the avoidance of doubt, the Merger shall be considered as closing of a Qualified Event), this Safe will automatically convert, to the extent legally possible, into: (a) the number of Safe Ordinary Shares equal to the Purchase Amount divided by the Discount Price, if the post-money valuation is equal to or less than \$250,000,000.00; or (b) if the post-money valuation exceeds \$250,000,000.00, the greater of (i) the number of Safe Ordinary Shares equal to the Purchase Amount divided by the lowest price per share of the Standard Shares; or (ii) the number of Safe Ordinary Shares equal to the Purchase Amount divided by the Safe Price (the “Issue Shares”). For the avoidance of doubt, in case the Qualified Event is triggered by the Merger, the Investor’s right to the Issue Shares upon automatic conversion shall be in the amounts and proportions as set forth in Schedule 1.

In the context of the automatic conversion of the Safe, the Investor agrees that no further actions shall be effected from the Investor in order for the Company to issue and allot the Issue Shares to the Investor, immediately prior to the closing of such Qualified Event.

In connection with the automatic conversion of this Safe and the related subscription of the Issue Shares by the Investor, the Investor will execute and deliver to the Company all of the transaction documents related to the Qualified Event; *provided*, that such documents (i) are the same documents to be entered into with the purchasers or subscribers, as the case may be, of Ordinary Shares, with appropriate variations for the Issue Shares, and (ii) include customary exceptions to any obligations arising out of any drag-along provisions applicable to any dragged shareholders, including (without limitation) limited representations, warranties, liability and indemnification obligations for the Investor.

If any of the Company’s securityholders are given a choice as to the form and amount of Proceeds to be received in a Qualified Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor’s failure to satisfy any requirement or limitation generally applicable to the Company’s securityholders, or under any applicable laws.

(b) **Dissolution Event.** If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth below) to receive a portion of Proceeds equal to the Purchase Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

In a Dissolution Event, this Safe is intended to operate like standard non-participating Ordinary Shares. The Investor's right to receive its Purchase Amount is:

(i) junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Share Capital);

(ii) junior to payments for Preference Shares, if any, and if the applicable Proceeds are insufficient to permit full payments for Preference Shares, the applicable Proceeds will be distributed pro rata to the holders of Preference Shares in proportion to the full payments that would otherwise be due pursuant to the terms hereof and thereof; and

(iii) senior to payments for Ordinary Shares.

(c) **Maturity.** If no Qualified Event has occurred by or before the Maturity Date, this Safe will automatically convert, to the extent legally possible, into the number of shares of the Safe Standard Shares equal to (x) one and a half (1.5) times of the Purchase Amount divided by (y) the price per share equal to the Post-Money Valuation Cap divided by the Maturity Company Capitalization.

(d) **Termination.** This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of Issue Shares to the Investor pursuant to the automatic exercise of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b); or (iii) the Maturity Date occurs.

2. Definitions

“**Assignment**” means the assignment, by the Investor, of all its rights and obligations under a simple agreement for future equity entered into together with the Target on December 28, 2021, to the Company, in accordance with the Assignment Agreement.

“**Assignment Agreement**” means the assignment agreement entered into on the date hereof by and between the Investor, the Company, and the Target.

“**Change of Control**” means (i) a transaction or series of related transactions in which any person or group becomes the beneficial owner, directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger, consolidation or business combination involving the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” is calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Ordinary Shares basis):

- Includes all shares of Share Capital issued and outstanding;
- Includes all Convertible Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and

Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity

- Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

“**Conversion Price**” means the lesser of (i) the Safe Price and (ii) the Discount Price.

“**Convertible Securities**” includes this Safe and other convertible securities issued by the Company, including but not limited to: (i) other Safes; (ii) convertible promissory notes and other convertible debt instruments; and (iii) convertible securities that have the right to convert into shares of Share Capital.

“**De-SPAC Transaction**” means the completion of a transaction or series of related transactions by way of merger, consolidation, business combination, share exchange, share purchase or otherwise between the Company and a special purpose acquisition company or its subsidiary in which the shares of common stock (or similar securities) of the surviving or parent entity are listed for trading on the Nasdaq Stock Market, the New York Stock Exchange or another exchange or marketplace located in a jurisdiction other than the United States. In that respect, the Company entered into a business combination agreement dated June 14, 2022, as amended by that certain Amendment to the Business Combination Agreement, dated as of November 18, 2022, as may be further amended from time to time, together with, LightJump Acquisition Corporation, Moolec Science Limited and Moolec Acquisition, Inc. (the “**Business Combination Agreement**”). The closing of the transactions referred to in the Business Combination Agreement shall be deemed a De-SPAC Transaction.

“**Direct Listing**” means (i) the Company’s initial listing of its Ordinary Shares (other than shares of Ordinary Shares not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 (or Form F-1) filed by the Company with the SEC that registers shares of existing share capital of the Company for resale, as approved by the Company’s board of directors, or (ii) any analogous initial listing not involving any underwritten offering of the Ordinary Shares on any exchange or marketplace located in a jurisdiction other than the United States. For the avoidance of doubt, a Direct Listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services.

“**Discount Price**” means the lowest price per share of the Standard Shares issued or sold in the Qualified Event multiplied by the Discount Rate.

“**Discount Rate**” means 85%.

“**Dissolution Event**” means, in relation to the Target, (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Target’s creditors or (iii) any other liquidation, dissolution or winding up of the Target (**excluding** a Liquidity Event), whether voluntary or involuntary.

“**Equity Financing**” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company receives gross proceeds of not less than \$20,000,000 cash or cash equivalent and issues and sells Preference Shares at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of Ordinary Shares pursuant to (i) a registration statement filed with the SEC under the Securities Act or (ii) the securities laws applicable to such offering as a result of which such Ordinary Shares will be listed on an exchange or marketplace located in a jurisdiction other than the United States.

“**Liquidity Event**” means a Change of Control, a Direct Listing, an Initial Public Offering or a De-SPAC Transaction.

“**Maturity Company Capitalization**” is calculated as of immediately prior to the Maturity Date and includes (without double-counting, in each case calculated on an as-converted to Ordinary Shares basis):

- all shares of Share Capital issued and outstanding;
- all Convertible Securities;
- (i) issued and outstanding Options and (ii) Promised Options; and
- the Unissued Option Pool.

“**Maturity Date**” means January 12, 2022.

“**Merger**” has the meaning ascribed to such term in the Business Combination Agreement.

“**Options**” includes options, restricted shares awards or purchases, RSUs, SARs, warrants or similar securities, vested or unvested.

“**Post-Money Valuation Cap**” means \$250,000,000.00.

“**Proceeds**” means cash and other assets (including without limitation share consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

“**Promised Options**” means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Standard Share’s price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the calculation of the distribution of the Proceeds.

“**Qualified Event**” means an Equity Financing or a Liquidity Event.

“**Safe**” means an instrument containing a future right to shares of Share Capital, similar in form and content to this instrument, purchased by or issued to investors for the purpose of funding the Company’s (or the Company’s subsidiaries following the Merger)

business operations. References to “this Safe” mean this specific instrument. The Safe is issued in registered form by the Company and shall be registered in the register of Safe kept at the registered office of the Company. Conversion of the registered form of the Safe into bearer certificates is not possible. Ownership of the Safe will be established by inscription in the register and the register shall constitute exclusive evidence of ownership of the Safe. The Company shall recognize and treat the registered Safe owner as the absolute owner of the Safe registered in its name. At the request of the Safe holder, the Company shall issue certificates relating to the registration of Safe in the register. The Safe holder shall promptly notify the Company of any loss, destruction or mutilation of any certificate or certificates of any Safe of which it is the record holder. The Company may, in its discretion, issue a new certificate in place of any certificate issued by it and alleged to have been mutilated, lost, stolen or destroyed, upon satisfactory proof of such mutilation, loss, theft or destruction and receipt of appropriate indemnification by the Safe holder.

“**Safe Ordinary Shares**” means the shares of Ordinary Shares, having the identical rights, privileges, preferences and restrictions as the shares of Ordinary Shares, other than with respect to: (i) the per share liquidation preference and the initial conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the basis for any dividend rights, which will be based on the Conversion Price.

“**Safe Price**” means the price per share equal to the Post-Money Valuation Cap divided by the Company Capitalization.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**SEC**” means the U.S. Securities and Exchange Commission or any successor thereto.

“**Share Capital**” means the share capital of the Company, including, without limitation, the ordinary shares of the Company, each having a nominal value in US dollars of \$0.01 (the “**Ordinary Shares**”) and any preferred shares of the Company (the “**Preference Shares**”), as the case may be.

“**Standard Shares**” means the shares of the series of equity securities issued to the investors investing new money in the Company in connection with the initial closing of the Qualified Event (for the avoidance of doubt in the event of an Initial Public Offering or Direct Listing, this means Ordinary Shares).

“**Subsequent Convertible Securities**” means Convertible Securities that the Company may issue after the issuance of this instrument with the principal purpose of raising capital. Subsequent Convertible Securities excludes: (i) options issued pursuant to any equity incentive or similar plan of the Company; (ii) Convertible Securities issued or issuable to (A) banks, equipment lessors, financial institutions or other persons engaged in the business of making loans pursuant to a debt financing or commercial leasing or (B) suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions; and (iii) convertible securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

“**Target**” means Moolec Science Limited, a private limited company incorporated under the laws of England and Wales.

“**Unissued Option Pool**” means all shares of Share Capital that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Company plan.

3. “MFN” Amendment Provision. If the Company issues any Subsequent Convertible Securities with terms more favorable than those of this Safe (including, without limitation, a valuation cap and/or discount) prior to termination of this Safe, the Company will provide the Investor with written notice thereof, together with a copy of such Subsequent Convertible Securities (the “**MFN**”

Notice”) and, upon written request of the Investor, any additional information related to such Subsequent Convertible Securities as may be reasonably requested by the Investor. In the event the Investor determines that the terms of the Subsequent Convertible Securities are preferable to the terms of this instrument, the Investor will notify the Company in writing within 10 days of the receipt of the MFN Notice. Promptly after receipt of such written notice from the Investor, the Company agrees to amend and restate this instrument to be identical to the instrument(s) evidencing the Subsequent Convertible Securities.

4. Company Representations

(a) The Company is a public limited company duly organized, validly existing and in good standing under the laws of the Grand Duchy of Luxembourg, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Safe is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company (subject to section 4(d)). This Safe constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its articles of association (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Safe do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company’s corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Share Capital issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

5. Investor Representations

(a) The Investor has full legal capacity, power and authority to execute and deliver this Safe and to perform its obligations hereunder. This Safe constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(b) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act, or an equivalent thereof under applicable securities laws, and acknowledges and agrees that if not an accredited investor at the time of an Equity Financing, the Company may void this Safe and return the Purchase Amount. The Investor has been advised that this Safe and

the underlying securities have not been registered under the Securities Act, or any other applicable securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing or acquiring this Safe and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

6. Miscellaneous

(a) Each party to this Safe shall not amend, waive or modify any provision of this Safe without the prior written consent of the other party.

(b) Any notice required or permitted by this Safe will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of Share Capital for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company shareholder or rights to vote for the election of directors or on any matter submitted to Company shareholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section 1.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or its rights may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this Safe in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

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(e) In the event any one or more of the provisions of this Safe is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction. The parties hereto agree that any action, proceeding, claim or dispute arising out of, or relating to, this Safe shall be brought and enforced in the state and federal courts sitting in the City of New York, irrevocably submit to such exclusive jurisdiction and venue, and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

(g) The parties acknowledge and agree that for United States federal and state income tax purposes this Safe is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Safe consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(Signature page follows)

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IN WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

MOOLEC SCIENCE SA

By: /s/ Gastón Paladini
Name: Gastón Paladini
Title: Authorised signatory

INVESTOR:

By: /s/ Gloria Montaron Estrada
Name: Gloria Montaron Estrada
Title: Attorney-in-fact

[Signature Page to SAFE]

**Schedule 1
Issued Shares in case of Merger**

Investor	Number of ordinary shares (Issued Shares)	Share capital (USD)	Share Premium (USD)
THEO I SCSp	196,695	1,966.95	1,964,983.05

[Schedule 1 to SAFE]