



**Registration of a Charge**

Company Name: **INSTEM LSS (NORTH AMERICA) LIMITED**

Company Number: **02126697**



XCWSO3XC

Received for filing in Electronic Format on the: **13/02/2024**

**Details of Charge**

Date of creation: **09/02/2024**

Charge code: **0212 6697 0006**

Persons entitled: **MIDCAP FINANCIAL (IRELAND) LIMITED (THE "COLLATERAL AGENT")**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PROSKAUER ROSE (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2126697

Charge code: 0212 6697 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2024 and created by INSTEM LSS (NORTH AMERICA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2024 .

Given at Companies House, Cardiff on 17th February 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 9 February 2024 and is made between:

- (1) The companies listed in Schedule 1 (*Additional Chargors*) hereto (the “**Additional Chargors**”); and
- (2) MidCap Financial (Ireland) Limited as security trustee for itself and the other Secured Parties (the “**Collateral Agent**”).

### WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 8 December 2023 between, among others, the Original Chargors named therein and the Collateral Agent (the “**Debenture**”) and each of the Additional Chargors intend to accede to the Debenture as a Chargor.
- (B) The Additional Chargors have also entered into a Counterpart Agreement to the Credit Agreement on or about the date of this Security Accession Deed.
- (C) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Credit Documents.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

### 1.2 Interpretation

Clauses 1.2 (*Terms defined in other Credit Documents*), 1.3 (*Construction*), 1.4 (*Credit Agreement*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

## 2. ACCESSION OF ACCEDING CHARGOR

### 2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

### 2.2 Covenant to pay

Each Additional Chargor covenants with the Collateral Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## 3. FIXED SECURITY

### 3.1 General

- (a) All Security created by each Additional Chargor under this Clause 3 (*Fixed Security*) and Clause 4 (*Floating Charge*) is:
  - (i) granted in favour of the Collateral Agent as security trustee for the Secured Parties;
  - (ii) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
  - (iii) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and
  - (iv) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the Intercreditor Agreement.

### **3.2 Legal mortgage**

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property specified in Schedule 6 (*Real Property*) to this Security Accession Deed.

### **3.3 Assignment by way of Security**

- (a) Each Additional Chargor assigns and agrees to assign absolutely and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) the proceeds of any Insurance Policies; and
  - (ii) each Specific Contract.
- (b) Each Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Credit Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

### **3.4 Fixed charges**

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*) charges by way of first fixed charge:

- (a) the Real Property;
- (b) the Accounts;
- (c) the Intellectual Property;
- (d) the Investments;

- (e) each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

### **3.5 Fixed security**

Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) above shall be construed as creating a separate and distinct fixed charge or security assignment (as applicable) over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## **4. FLOATING CHARGE**

### **4.1 Floating charge**

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than any assets effectively assigned or charged by way of fixed charge under Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and/or Clause 3.3 (*Fixed Charges*) respectively.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge created by paragraph (a) above.

### **4.2 Conversion of floating charge to fixed Security**

- (a) The Collateral Agent may at any time by notice to the Additional Chargors convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture;
  - (ii) the Collateral Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
  - (iii) the Collateral Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*).
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant Additional Chargor in respect of which the event referred to at paragraph (iv) below has occurred:
  - (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Credit Agreement);

- (ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Credit Agreement);
- (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within three Business Days); or
- (iv) an Administration Event occurs.

## **5. Consent of existing charging companies**

Each Original Chargor agrees to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed).

## **6. Security power of attorney**

### **6.1 Appointment and powers**

Each Additional Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Collateral Agent to do, but has failed to do within ten Business Days of such request; and
- (b) enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

### **6.2 Exercise of power of attorney**

The Collateral Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following the occurrence of an Enforcement Event.

## **7. Counterparts**

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

## **8. Governing law and jurisdiction**

Clause 29 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

**SCHEDULE 1**  
**ADDITIONAL CHARGORS**

<b>Company Name</b>	<b>Registered Number</b>	<b>Jurisdiction of Incorporation</b>
Instem Limited	07148099	England and Wales
Instem Life Science Systems Limited	04339129	England and Wales
Perceptive Instruments Limited	02498351	England and Wales
Instem Clinical Holdings Limited	05840032	England and Wales
The Edge Software Consultancy Ltd	05400315	England and Wales
Instem Scientific Limited	03861669	England and Wales
D-Wise Technologies UK Limited	07352898	England and Wales
Instem LSS Limited	03548215	England and Wales
Instem Clinical Limited	06959053	England and Wales
Instem LSS (North America) Limited	02126697	England and Wales
Instem Scientific Solutions Limited	03598020	England and Wales



**SCHEDULE 2****SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Instem Limited	Instem Life Science Systems Limited	Ordinary	4,818,631,599
Instem Limited	Perceptive Instruments Limited	Ordinary	57
Instem Limited	Instem Clinical Holdings Limited	Ordinary A	200,000
Instem Limited	Instem Clinical Holdings Limited	Preference B	50,000
Instem Limited	The Edge Software Consultancy Ltd	Ordinary	100
Instem Limited	Instem Scientific Limited	Ordinary	462,076
Instem Limited	d-Wise Technologies UK Limited	Ordinary	1
Instem Limited	Instem LSS Limited	Ordinary	984,674
Instem Clinical Holdings Limited	Instem Clinical Limited	Ordinary	1
Instem LSS Limited	Instem LSS (North America) Limited	Ordinary	100,000
Instem Scientific Limited	Instem Scientific Solutions Limited	Ordinary	1

**SCHEDULE 3****ACCOUNTS**

<b>Chargor</b>	<b>Sort Code</b>	<b>Account Number</b>	<b>Account Bank</b>
Instem LSS Limited	██████	██████	HSBC UK Bank plc
Instem LSS Limited	██████	██████	HSBC UK Bank plc
Instem LSS Limited	██████	██████	HSBC UK Bank plc
Instem LSS Limited	██████	██████	HSBC UK Bank plc
Instem Limited	██████	██████	HSBC UK Bank plc
Instem Scientific Limited	██████	██████	HSBC UK Bank plc
D-Wise Technologies UK Limited	██████	██████	HSBC UK Bank plc
The Edge Software Consultancy Ltd	██████	██████	HSBC UK Bank plc
Instem Clinical Limited	██████	██████	HSBC UK Bank plc
Perceptive Instruments Limited	██████	██████	HSBC UK Bank plc
Instem LSS (North America) Limited	██████	██████	HSBC UK Bank plc

## SCHEDULE 4

### INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy

Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem LSS (North America) Limited	Marsh Affinity		Workers Compensation Policy
Instem Limited & Subsidiaries	Marsh Affinity		Workers Compensation Policy
Instem Limited & Subsidiaries	Allianz		UK Motor Fleet Policy
Instem Limited & Subsidiaries	Willis Towers Watson		Cyber Policy
Instem Limited & Subsidiaries	Chubb		Commercial Combined (Global Master Policy) and Professional Indemnity
Instem LSS (North America) Limited	Chubb		US Property
Instem LSS (North America) Ltd, Logo Technologies, Inc., Instem Life Science Systems North America, Ltd., Instem Clinical Inc., Instem Scientific Inc., Leadscope, Inc., d-Wise, PDS Preclinical Data Systems Inc	Chubb		US General Liability US Automobile Liability
Instem LSS (North America) Ltd	Chubb		US Property

## SCHEDULE 5

### INTELLECTUAL PROPERTY

Mark	Date of Registration	Registration Number	Proprietor
NOTOCORD SENSE	US: 2016-09-27	US: 5047891	Notocord Systems, SAS
ALPHADAS	UK: 25 February 2000	UK: 2208143	Instem Clinical Holdings Ltd
BIOWISDOM	UK: 16 March 2001	UK: 2246974	Instem Scientific Limited
PROVANTIS	UK: 11 August 2000 USA: 2005-03-08 China: 2011-02-07 India: 02/09/2013	UK: 2221177 USA: 2931040 China: 7508451 India: 2404014	Instem LSS Limited
CENTRUS	UK: 16 December 2013 EU: 16/12/2013	UK: 912002788 EU: 912002788	Instem LSS Limited
INSTEM	UK: 27 November 1998 USA: 2009-06-23 India: 02/12/2013	UK: 2166202 USA: 3642073 India: 2352719	Instem LSS Limited
INSTEM (stylised)	UK: 18 August 2000	UK: 2221181	Instem LSS Limited
D-WISE	USA: 2013-04-23	USA: 4323577	D-Wise Technologies, Inc
ACCELERATE AT THE SPEED OF LIFE	USA: 2019-12-24	USA: 5942731	D-Wise Technologies, Inc
ACCELERATE TO THE SPEED OF LIFE	USA: 2019-12-24	USA: 5942834	D-Wise Technologies, Inc
TRANSEND	USA: 2017-08-29	USA: 5274438	PDS Pathology Data Systems Limited
PATHDATA	USA: 1991-06-04	USA: 1646742	PDS Pathology Data Systems AG
BIORAILS	UK: 21 November 2008	UK: UK00002491227	The Edge Software Consultancy Ltd
BioRails	UK: 12 October 2018	UK: UK00003325112	The Edge Software Consultancy Ltd
BioRails	UK: 18 December 2018	UK: UK00917931652	The Edge Software Consultancy Ltd
LEADSCOPE	USA: 2011-12-13	USA: 4070402	Leadscope, Inc

**SCHEDULE 6**  
**REAL PROPERTY**

<b>Charger</b>	<b>Description of Property</b>	<b>Title Number</b>	<b>Freehold/Leasehold</b>
Instem Scientific Limited	Lease of Unit E4, Breaks House, Mill Court, Cambridge, CB22 5LD	CB113352	Leasehold
Instem LSS Limited	Offices at Diamond Way, Stone Business Park, Sone, Staffordshire	SF215368/ SF579137	Leasehold
D-Wise Technologies UK Limited	Suite 7A, Manchester One, 53 Portland Street, Manchester, M1 3LD	GM825487	Leasehold

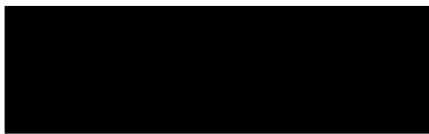
**THIS SECURITY ACCESSION DEED** has been executed as, and is intended to take effect as, a deed by each Original Chargor and each Additional Chargor and is delivered and has been signed by the Collateral Agent on the date written on the first page of this Security Accession Deed.

**SIGNATURES TO THE SECURITY ACCESSION DEED**

**The Original Chargors**

**EXECUTED AS A DEED**

**By: ICHOR MANAGEMENT LIMITED**



....

Signature

Anthony Farias Eisner

Name

Director

Capacity

.....

Signature

Vincent Guillaumot

Name

Director

Capacity

Address:

Email:

Attention:



**SIGNATURES TO THE SECURITY ACCESSION DEED**

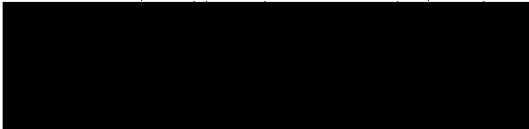
**The Original Chargors**

**EXECUTED AS A DEED**

**By: ICHOR MANAGEMENT LIMITED**

.....  
Anthony Farias Eisner  
Director

Signature  
Name  
Capacity

  
Vincent Guillaumot  
Director

Signature  
Name  
Capacity

Address:

Email:

Attention: Florian Demleitner

**EXECUTED AS A DEED**

By: **ICHOR MIDCO LIMITED**



Anthony Farias Eisner

Director

Signature

Name

Capacity

\*\*\*\*\*  
Vincent Guillaumot

Director

Signature

Name

Capacity

Address:

Email:

Attention: Florian Demleitner



**EXECUTED AS A DEED**

**By: ICHOR MIDCO LIMITED**

.....  
Anthony Farias Eisner

Director

Signature

Name

Capacity

[Redacted Signature]

Signature

Vincent Guillaumot

Director

Name

Capacity

Address:

Email:

Attention: Florian Demleitner

[Redacted Address and Email]

**The Additional Chargors**

**EXECUTED AS A DEED**

**By: INSTEM LIMITED**

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

.....

Signature

Philip Reason

Name

Director

Capacity

Address:

[Redacted Address]

Email:

Attention: Florian Demleitner

**The Additional Chargors**

**EXECUTED AS A DEED**

By: **INSTEM LIMITED**

..... Signature  
Nigel Goldsmith Name  
Director Capacity

.. [REDACTED] Signature  
Philip Reason Name  
Director Capacity

Address: [REDACTED]  
Email: [REDACTED]  
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM LIFE SCIENCE SYSTEMS LIMITED**

[Redacted Signature]

Nigel Goldsmith  
Director

Signature  
Name  
Capacity

\*\*\*\*\*  
Michael Adrian Gare  
Director

Signature  
Name  
Capacity

Address:  
Email:  
Attention:

[Redacted Address and Email]

Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM LIFE SCIENCE SYSTEMS LIMITED**


\*\*\*\*\*  
Nigel Goldsmith  
Director  
Signature  
Name  
Capacity


\*\*\*\*\*  
Michael Adrian Gare  
Director  
Signature  
Name  
Capacity

Address: [REDACTED]  
Email: [REDACTED]  
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: PERCEPTIVE INSTRUMENTS LIMITED**

	Signature
Nigel Goldsmith	Name
Director	Capacity

	Signature
Philip Reason	Name
Director	Capacity

Address: 

Email: 


Attention: Florian Demleitner


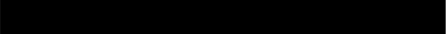


**EXECUTED AS A DEED**

By: **PERCEPTIVE INSTRUMENTS LIMITED**

..... Signature  
Nigel Goldsmith Name  
Director Capacity

 Signature  
Philip Reason Name  
Director Capacity

Address:   
Email:   
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM CLINICAL HOLDINGS LIMITED**



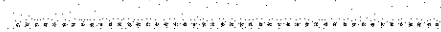
Signature

Nigel Goldsmith

Name

Director

Capacity



Signature

Philip Reason

Name

Director

Capacity

Address:   
Email:   
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM CLINICAL HOLDINGS LIMITED**

.....  
Nigel Goldsmith  
Director  
Signature  
Name  
Capacity

.....  
Philip Reason  
Director  
Signature  
Name  
Capacity

Address: .....  
Email: .....  
Attention: Florian Demleitner

**EXECUTED AS A DEED**

By: **THE EDGE SOFTWARE CONSULTANCY LTD**

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

.....

Signature

Gregor Grant

Name

Director

Capacity

Address: [Redacted]

Email: [Redacted]


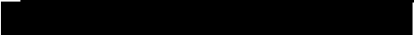
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: THE EDGE SOFTWARE CONSULTANCY LTD**

.....	Signature
Nigel Goldsmith	Name
Director	Capacity

	Signature
Gregor Grant	Name
Director	Capacity

Address:   
Email:   
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM SCIENTIFIC LIMITED**

[Redacted Signature]

Nigel Goldsmith

Director

Signature

Name

Capacity

.....

Philip Reason

Director

Signature

Name

Capacity

Address

Email:

Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM SCIENTIFIC LIMITED**

.....

Nigel Goldsmith

Director

Signature

Name

Capacity

.....

Philip Reason

Director

Signature

Name

Capacity

Address: .....

Email: .....

Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: D-WISE TECHNOLOGIES UK LIMITED**

[Redacted Signature]

Signature

Michael Adrian Gare

Name

Director

Capacity

.....  
Nigel Goldsmith

Signature

Name

Director

Capacity

Address: [Redacted]

Email: [Redacted]


Attention: Florian Demleitner





**EXECUTED AS A DEED**

**By: D-WISE TECHNOLOGIES UK LIMITED**

.....	Signature
Michael Adrian Gare	Name
Director	Capacity

	Signature
Nigel Goldsmith	Name
Director	Capacity

Address:   
Email:   
Attention: Florian Demleitner .....

**EXECUTED AS A DEED**

By: **INSTEM LSS LIMITED**

[Redacted Signature]

Nigel Goldsmith  
Director

Signature  
Name  
Capacity

[Redacted Signature]

Philip Reason  
Director

Signature  
Name  
Capacity

Address: [Redacted]  
Email: [Redacted]  
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM LSS LIMITED**

.....

Nigel Goldsmith

Director

Signature

Name

Capacity

.....  
[Redacted Signature]

Philip Reason

Director

Signature

Name

Capacity

Address: [Redacted]

Email: [Redacted]

Attention: Florian Demleitner

**EXECUTED AS A DEED**

By: **INSTEM CLINICAL LIMITED**

[Redacted Signature]

Nigel Goldsmith

Director

Signature

Name

Capacity

Philip Reason

Director

Signature

Name

Capacity

Address: [Redacted]

Email: [Redacted]

Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM CLINICAL LIMITED**

.....

Nigel Goldsmith

Director

Signature

Name

Capacity



.....

Philip Reason

Director

Signature

Name

Capacity

Address: 

Email: 

Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM LSS (NORTH AMERICA) LIMITED**

[Redacted Signature]

Nigel Goldsmith  
Director

Signature  
Name  
Capacity

\*\*\*\*\*

Philip Reason  
Director

Signature  
Name  
Capacity

Address: [Redacted]  
Email: [Redacted]  
Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM LSS (NORTH AMERICA) LIMITED**

\*\*\*\*\*  
Nigel Goldsmith

Director

Signature

Name

Capacity

\*\*\*\*\*  
Philip Reason

Director

Signature

Name

Capacity

Address: [REDACTED]

Email: [REDACTED]

Attention: Florian Demleitner

**EXECUTED AS A DEED**

**By: INSTEM SCIENTIFIC SOLUTIONS LIMITED**

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

Philip Reason

Signature

Name

Director

Capacity

Address:

Email:

Attention: Florian Demleitner



**EXECUTED AS A DEED**

**By: INSTEM SCIENTIFIC SOLUTIONS LIMITED**

.....  
Nigel Goldsmith  
Director  
Signature  
Name  
Capacity

.....  
Philip Reason  
Director  
Signature  
Name  
Capacity

Address: .....  
Email: .....  
Attention: Florian Demleitner

**The Collateral Agent**

**MIDCAP FINANCIAL (IRELAND) LIMITED**

By: Apollo Capital Management, L.P., its  
investment manager

By: Apollo Capital Management GP, LLC, its  
general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory