



Registration of a Charge

Company Name:INSTEM LSS (NORTH AMERICA) LIMITEDCompany Number:02126697

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**

02126697



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





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;
 - 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:
 - 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.

ADDITIONAL CHARGORS

Company Name	Registered Number	Jurisdiction of Incorporation
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

SHARES

Chargor Name of company in which shares are held		Class of shares held	Number of shares held		
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	Instem Limited The Edge Software Consultancy Ltd		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 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		

ACCOUNTS

Chargor	Sort Code	Account Number	Account Bank
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

INSURANCE POLICIES

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

INTELLECTUAL PROPERTY

Mark	Date of Registration	Registration Number	Proprietor Notocord Systems, SAS	
NOTOCORD SENSE	US: 2016-09-27	US: 5047891		
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	

REAL PROPERTY

Charger	Description of Property	Title Number	Freehold/Leasehold
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

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Anthony Farias Eisner	

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Director

Vincent Guillaumot

Signature
Name
Capacity

Signature Name

Capacity

Address:

Director

Email:

Attention:

SIGNATURES TO THE SECURITY ACCESSION DEED

The Original Chargors

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By: ICHOR MANAGEMENT LIMITED

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Director	Capacity

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Director		Capacity

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By: D-WISE TECHNOLOGIES UK LIMITED

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Attention: Florian Demleitner

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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