



**Registration of a Charge**

Company name: **ISOTRAK LIMITED**

Company number: **03769508**

Received for Electronic Filing: **05/04/2019**



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**Details of Charge**

Date of creation: **29/03/2019**

Charge code: **0376 9508 0021**

Persons entitled: **SILICON VALLEY BANK AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 3769508

Charge code: 0376 9508 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2019 and created by ISOTRAK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2019 .

Given at Companies House, Cardiff on 8th April 2019

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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 5<sup>th</sup> APRIL 2019

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

## SECURITY CONFIRMATION AGREEMENT

Temple Quay, Bristol

BS1 6EG

This **SECURITY CONFIRMATION AGREEMENT**, dated as of March 29, 2019 (this "**Agreement**"), is made by **ISOTRAK INC.**, a Delaware corporation ("**Isotrak US**") and **ISOTRAK LIMITED**, a company incorporated in England and Wales ("**Isotrak UK**" and together with Isotrak US, the "**U.S. Security Obligors**") in favor of **SILICON VALLEY BANK** ("**SVB**"), as security agent (together with its successors, in such capacity, the "**Security Agent**") for the Secured Parties (as defined in the Facilities Agreement, defined below). Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the U.S. Security Documents or Facilities Agreement, as applicable and each as referred to below.

**WHEREAS**, the U.S. Security Obligors amongst others are parties to that certain Multicurrency Term and Revolving Facilities Agreement, originally dated 15 August 2013 as amended and restated on 5 August 2014 and 25 February 2015, as amended by letters of amendment dated 1 July 2015 and 13 October 2015, as further amended and restated on 27 May 2016 and as amended by letters of amendment dated 27 June 2017 and 27 July 2017, as further amended and restated on 1 September 2017, and as further amended and restated on 21 June 2018 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "**Existing Facilities Agreement**");

**WHEREAS**, in connection with the Existing Facilities Agreement, the U.S. Security Obligors have entered certain security documents, including without limitation, that certain Collateral Agreement dated as of September 18, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "**U.S. Collateral Agreement**"), and that certain Pledge Agreement dated as of September 18, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified or renewed from time to time, the "**U.S. Pledge Agreement**" and together with U.S. Collateral Agreement, the "**Existing U.S. Security Documents**");

**WHEREAS**, the U.S. Security Obligors, the Lenders and the other parties thereto have agreed to amend and restate the Existing Facilities Agreement pursuant to a Facilities Agreement Amendment and Restatement Agreement dated as of the date hereof (the Existing Facilities Agreement as amended, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "**Facilities Agreement**"); and

**WHEREAS**, in connection with the Facilities Agreement each U.S. Security Obligor shall execute and deliver to the Security Agent this Agreement.

**NOW THEREFORE**, in consideration of the premises and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. Reaffirmation and Confirmation. Each U.S. Security Obligor hereby (i) acknowledge and reaffirm their respective obligations as set forth in the Existing U.S. Security Documents to which it is party, (ii) agree to continue to comply with, and be subject to, all of the terms, provisions, conditions, covenants, agreements and obligations applicable to them set forth in the Existing U.S. Security Documents to which it is party, which remain in full force and effect,

and (iii) confirm, ratify and reaffirm that (A) the indemnities given by them pursuant to the Existing U.S. Security Documents to which they are party continue in full force and effect, notwithstanding the amendments to the Facilities Agreement and the imposition of any amended, new or more onerous obligations (as the case may be) thereunder; and (B) the security interest granted to the Security Agent pursuant to the U.S. Security Documents in all of the right, title, and interest of each U.S. Security Obligor in all then existing and thereafter acquired or arising Collateral in order to secure prompt payment and performance of the Secured Obligations, is continuing and is and shall remain unimpaired and continue to constitute a first priority security interest as the case may be (subject to Liens permitted by the Facilities Agreement) in favor of the Security Agent, with the same force, effect and priority in effect immediately prior to entering into this Agreement and the effectiveness of the Facilities Agreement. The Security Agent's security interest in and to the Collateral of each U.S. Security Obligor has attached and continues to attach to all such Collateral and no further act on the part of the Security Agent or the U.S. Security Obligors is necessary to continue such security interest. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Security Agent under the Facilities Agreement or any other Finance Document, nor constitute a waiver of any provision of the Facilities Agreement or any other Finance Document.

2. Agreement as a Finance Document. The parties acknowledge and agree that this Agreement shall constitute a "Finance Document" under the Facilities Agreement and the other Finance Documents.

3. General Provisions.

(a) Representations and Warranties. Each U.S. Security Obligor further represents and warrants that (i) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action, (ii) it has duly executed and delivered this Agreement, (iii) this Agreement is a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors rights generally and by general equitable principles (whether enforcement is sought by proceedings at law or in equity) and (iv) each of the representations and warranties set forth in the applicable Existing U.S. Security Documents is true and correct in all material respects as of the date hereof; provided that those representations and warranties expressly referring to a specific date shall be true and correct in all material respects as of such date.

(b) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


(c) CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Section 8.12 of the U.S. Collateral Agreement and U.S. Pledge Agreement are hereby incorporated by reference in its entirety.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by an officer thereunto duly authorized, as of the date first above written.

**U.S. SECURITY OBLIGORS:**

**ISOTRAK INC.**

By:   
Name: JIM SUMNER  
Title: CHIEF EXECUTIVE OFFICER AND PRESIDENT

**ISOTRAK LIMITED**

By:   
Name: JIM SUMNER  
Title: DIRECTOR