

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LumiraDx International Limited		10/03/2016	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	USB Focus Fund LumiraDx 1-B, LLC		
Street Address:	55 Old Bedford Road, Suite 202		
City:	Lincoln		
State/Country:	MASSACHUSETTS		
Postal Code:	01773		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87103711	LUMIRADX	
CORRESPONDENCE DATA			
Fax Number:	6176033305		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6176033304		
Email:	drontal@feinberghanson.com		
Correspondent Name:	David Rontal		
Address Line 1:	Feinberg Hanson LLP 855 Boylston Street		
Address Line 2:	8th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	David A. Rontal		
SIGNATURE:	/s/ David A. Rontal		
DATE SIGNED:	10/19/2016		
Total Attachments: 86			
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GUARANTEE AND DEBENTURE

Dated 3 October 2016

between

LUMIRADX LIMITED

LUMIRADX GROUP LIMITED

LUMIRADX INVESTMENT LIMITED

LUMIRADX INTERNATIONAL LIMITED

LUMIRADX UK LIMITED

LUMIRADX BRAZIL HOLDINGS LIMITED

LUMIRADX COLOMBIA HOLDINGS LIMITED

LUMIRADX CARE SOLUTIONS UK LIMITED

POINT OF CARE TESTING LIMITED

ACS ACQUISITION, LLC

as the Chargors,

and

USB FOCUS FUND LUMIRADX 1-B, LLC,

as Security Agent

This Guarantee and Debenture is subject to the terms of an intercreditor agreement dated on or about the date hereof between the USB Focus Fund LumiraDx 1-A, LLC and USB Focus Fund LumiraDx 1-B, LLC, as junior lenders, the debtors party thereto from time to time, as original debtors, and USB Focus Fund LumiraDx 1-B, LLC, as original security agent.

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THIS DEED is dated 3 October 2016.

BETWEEN:

- (1) The companies detailed in Schedule 1 (*The Chargors*), as the Chargors; and
- (2) USB FOCUS FUND LUMIRADX 1-B, LLC, as Security Agent.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Deed, unless otherwise expressly defined below or elsewhere in this Deed or the context otherwise requires, words and expressions defined in the Intercreditor Agreement have the same meaning in this Deed or any notice given under or in connection to this Deed:

"**Account Bank**" means any bank or financial institution with which a Chargor maintains a bank account.

"**Administrator**" means an administrator appointed under Schedule BI of the Insolvency Act 1986.

"**Additional Material Contract**" means any future intercompany loan agreements and contracts material to a Chargor's business.

"**Assigned Contracts**" means the contracts listed in Part 1 of Schedule 9 (*Contracts*) and the Additional Material Contracts.

"**Bank Account**" means any account with any bank or financial institution in which any Chargor now or in the future has an interest (including any replacement or substitute account or subdivision or sub-account of that account) and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"**Books**" means all of books and records of a person, including, without limitation, ledgers, federal and state tax returns, records regarding the person's assets or liabilities, the Charged Assets, business operations or financial condition, and all electronic books and records, computer programs or storage or any equipment containing such information.

"**Charged Assets**" means the assets and undertakings from time to time which are the subject of any Security created or purported to be created by or pursuant to this Deed and, where the context permits, the proceeds of sale of such assets.

"**Charged Investments**" means Investments forming part of the Charged Assets.

"**Charged Real Property**" means all Real Property forming part of the Charged Assets and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such Real Property and all Related Rights.

"**Charges**" means Security from time to time created or expressed to be created by or pursuant to this Deed.

"**Chargors**" means the companies detailed in Schedule 1 (*The Chargors*) and any member of the Group which accedes to this Deed pursuant to Clause 27 (*Changes to parties*).

"Collection Account(s)" means any Bank Account that may from time to time be specified in writing by the Security Agent as an account into which the amount of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Bank Account in accordance with any procedures stipulated by the Security Agent.

"Delegate" means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 17.3 (*Delegation*).

"Derivative Rights" include:

- (a) all rights relating to Investments which are deposited with, or registered in the name of, any security agent, depository, custodian, nominee, trustee, fiduciary, investment manager or clearing house or system or other similar person or its nominee, in each case whether or not on a fungible basis (including rights against such person); and
- (b) all other present and future rights or cash or other assets attaching or relating to or accruing or offered on or deriving from Investments or from such rights (whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise).

"EnviroLogix License Agreement" means the joint development and license agreement dated 22 September 2016 between EnviroLogix Inc., LumiaDx Group Limited (formerly Lumira Holdings Limited) and LumiraDx UK Limited, as amended, supplemented and novated from time to time.

"Excluded Contract" means any contract, instrument or agreement which contains any prohibition on any Chargor assigning the benefit of such contract or otherwise creating any Security or any trust over the rights, title, interest or obligations thereunder or thereto, including, without limitation, the contracts listed in Part 2 of Schedule 9 (*Contracts*).

"Excluded Patents" means, in connection with an asset purchase agreement dated 11 March 2016 between (amongst others) the LumiraDx Limited and FitLinxx Inc. (the **"Purchase Agreement"**), all patented and patentable designs and inventions, all design plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications to the extent owned by FitLinxx Inc. and constituting an 'Acquired Asset' (as such term is defined in the Purchase Agreement), and sold, transferred, conveyed and delivered to the Chargor by FitLinxx Inc. pursuant to the Purchase Agreement.

"Financing Documents" means the Junior Financing Documents and the Senior Financing Documents.

"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus.

"Guarantee" means the guarantee and indemnity set out in Clause 2 (*Guarantee and covenant to pay*).

"Insurance Policy" means any contract or policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest as a beneficiary under its terms.

"Intellectual Property" means all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, trade names, service marks, mask works, rights of use of any name, domain names, or any other similar rights, any applications therefor, whether registered or not, know-how, operating manuals, trade secret rights, clinical and non-clinical data, rights to unpatented inventions, and any claims for damage by way of any past, present, or future infringement of any of the foregoing.

"Intercreditor Agreement" means an intercreditor agreement dated on or about the date hereof between USB Focus Fund LumiraDx 1-A, LLC and USB Focus Fund LumiraDx 1-B, LLC, as junior lenders, the debtors party thereto from time to time, as original debtors, and USB Focus Fund LumiraDx 1-B, LLC, as original security agent.

"Investments" means:

- (a) any shares, stocks, debentures, certificates of deposit, securities, bonds or other securities;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments referred to in paragraph (a) or (b),

(including, without limitation, the Scheduled Investments), in each case, governed under English law and whether held directly by the relevant Chargor or by any Security Agent, Secured Party, depositary, custodian, trustee, nominee, fiduciary, investment manager or clearing house or system on its behalf and all Related Rights (including all rights against such person) and all Derivative Rights.

"LPA" means the Law of Property Act 1925.

"Material Adverse Change" means (a) a material impairment in the perfection or priority of the Security Agent's Security in the Charged Assets; (b) a material impairment in the value of the Charged Assets; (c) a material adverse change in the business, operations, or condition (financial or otherwise) of any Chargor; or (d) a material impairment of the prospect of repayment of any portion of the Secured Liabilities.

"Material Intangible Assets" means all of (i) LumiraDx Investment Limited's Intellectual Property and (ii) license or sublicense agreements or other agreements with respect to rights in Intellectual Property, in each case that are material to the condition (financial or other), business or operations of LumiraDx Investment Limited, as determined by the Security Agent.

"Monetary Claims" means any book and other debts and monetary claims of any nature owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any

claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or other agreement to which any Chargor is a party and any other assets, property, rights or undertaking of any Chargor, but excluding the Bank Accounts).

"Notice of Contract Assignment" means a notice of assignment in the form set out in Part 1 (*Form of Notice of Assignment of Assigned Contract*) of Schedule 10 or such other form as the Security Agent may approve.

"Notice of Insurance Assignment" means a notice of assignment in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of Schedule 10 or such other form as the Security Agent may approve.

"Ordinary Course of Business" means, in respect of any transaction involving any Chargor, the ordinary course of business of such Chargor, as conducted by such Chargor in accordance with past practices.

"Patent" means any registered patents, but excluding any patents that are subject to pending applications.

"Pensions Notice" means a contribution notice or a financial support direction issued by the Pensions Regulator under the Pensions Act 2004.

"Permitted License" means (a) the EnviroLogix License Agreement, (b) any non-exclusive license of patent rights of a Chargor or its Subsidiaries so long as all such Permitted Licenses are granted to third parties in the Ordinary Course of Business, do not result in a legal transfer of title to the licensed property, and have been granted in exchange for fair consideration, and (c) any exclusive license of patent rights of a Credit Party or its Subsidiaries so long as such Permitted Licenses do not result in a legal transfer of title to the licensed property, are exclusive solely as to discrete geographical areas outside of the United States or the United Kingdom, and have been granted in exchange for fair consideration.

"Permitted Liens" means: (a) Security existing on the the date of this document and shown on Schedule 11 or arising under the Debt Documents and the other Financing Documents; (b) purchase money Security or capital leases securing no more than Two Hundred Fifty Thousand Dollars (\$250,000.00) (or its equivalent in other currencies) in the aggregate amount outstanding (i) on Equipment acquired or held by a Credit Party incurred for financing the acquisition of the equipment, or (ii) existing on equipment when acquired, if the Security is confined to the property and improvements and the proceeds of the equipment; (c) Security for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which adequate reserves are maintained on the Books of the Chargor against whose asset such Security exists, *provided* that no notice of any such Security has been filed or recorded under any applicable Law, including, without limitation, the IRC and the treasury regulations adopted thereunder; (d) statutory Security securing claims or demands of material men, mechanics, carriers, warehousemen, landlords and other persons imposed without action of such parties, *provided* that they have no priority over any of Security Agent's Security and the aggregate amount of such Security for all Chargors does not any time exceed Two Hundred Fifty Thousand Dollars (\$250,000) (or its equivalent in other currencies); (e) leases or subleases

of real property granted in the Ordinary Course of Business, and leases, subleases, non-exclusive licenses or sublicenses of property (other than real property or Intellectual Property) granted in the Ordinary Course of Business, if the leases, subleases, licenses and sublicenses do not prohibit granting Security Agent a security interest; (f) banker's liens, rights of set-off and Security in favor of financial institutions incurred made in the Ordinary Course of Business arising in connection with a Chargor's Bank Accounts; (g) Security to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the Ordinary Course of Business (other than Security imposed by ERISA); (h) Security arising from judgments, decrees or attachments in circumstances not constituting an Event of Default; (i) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and similar charges or encumbrances affecting real property not constituting a Material Adverse Change; (j) Security granted to Fitlinxx Inc. (or its assignees or successors) by any member of the Group, provided that such Security is granted solely on the Excluded Patents and related proceeds; and (k) Security incurred in the extension, renewal or refinancing of the indebtedness secured by Security described in (a) and (b) above, but any extension, renewal or replacement Security must be limited to the property encumbered by the existing Security and the principal amount of the indebtedness may not increase.

"Personal Chattels" means any plant, machinery, office and other equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and additions) but excluding Fixtures on Real Property charged under Clause 3.3(a) (*Real Property*) or stock in trade or work in progress and all Related Rights.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them.

"Real Property" means freehold, leasehold or immoveable property in England and Wales (including, without limitation, the Scheduled Real Property) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights.

"Receiver" means a receiver, receiver and manager or, where permitted by law, administrative receiver appointed in respect of the Charged Assets by the Security Agent pursuant to this Deed or otherwise.

"Registered Intellectual Property" means any patent, registered trademark or servicemark, registered copyright, registered mask work, or any pending application for any of the foregoing.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Release Date" means the first date on which the Security Agent is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of becoming outstanding.

"Scheduled Bank Accounts" means the Bank Accounts described in Schedule 6 (*Details of the Scheduled Bank Accounts*).

"Scheduled Intellectual Property" means the Intellectual Property described in **Error! Reference source not found.** (*Details of the Scheduled Intellectual Property*).

"Scheduled Investments" means the Investments described in Schedule 4 (*Details of the Scheduled Investments*).

"Scheduled Personal Chattels" means the Personal Chattels described in Schedule 5 (*Details of the Scheduled Personal Chattels*).

"Scheduled Real Property" means the Real Property described in Schedule 2 (*Details of the Scheduled Real Property*) and all Related Rights.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Accession Deed" means a deed of accession to this Deed in form and substance satisfactory to the Security Agent.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"Supplemental Legal Charge" means a legal charge in form and substance satisfactory to the Security Agent.

1.2 Construction

- (a) The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Deed with all necessary modifications as if they were expressly set out in full in this Deed.
- (b) **"rights"** shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly.
- (c) A reference to **"Secured Liabilities"** includes any liabilities which would be treated as such but for the liquidation or dissolution or similar event affecting a Debtor.
- (d) Any reference to the Security Agent, a Chargor, a Debtor, the Secured Parties or the Senior Agent shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees or permitted assigns in accordance with their respective interests.

- (e) For purposes of this Deed, Excluded Patents shall include, without limitation, the Scheduled Intellectual Property set forth in Part 2 of Schedule 3 (*Details of the Scheduled Intellectual Property*).
- 1.3 **Deed:** This document is to take effect as a deed notwithstanding that the Security Agent has executed it under hand only.
- 1.4 **Law of Property (Miscellaneous Provisions) Act 1989:** The terms of the other Debt Documents and other documents under which the Secured Liabilities arise and of any side letters relating thereto between each Chargor and any of the Secured Parties are incorporated herein to the extent required for any purported disposition of the Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.5 **Law of Property (Miscellaneous Provisions) Act 1994:** The obligations of the Chargors under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.6 **Schedules:** Any failure to state any Intellectual Property, Real Property, Investments or Personal Chattels of any Chargor on the date of this Deed in any of Schedule 2 (*Details of the Scheduled Real Property*), **Error! Reference source not found.** (*Details of the Scheduled Intellectual Property*), Schedule 4 (*Details of the Scheduled Investments*) or Schedule 5 (*Details of the Scheduled Personal Chattels*) will not affect any Charges over such assets.
- 1.7 **Third party rights:** Save as expressly stated in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 1.8 **Covenants and representations:**
- (a) Each covenant of a Chargor contained in this Deed remains in force until the Release Date.
- (b) The representations and warranties set out in this Deed are made on the date of this Deed and are, unless otherwise stated herein, deemed to be repeated by a Chargor on each day from the date of this Deed until the Release Date with reference to the circumstances existing at such time of repetition.
- 1.9 **Intercreditor Agreement:** Notwithstanding any other provision of this Deed, the Security constituted by this Deed and the exercise of any right or remedy by the Security Agent hereunder shall be subject to the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Deed, the terms of the Intercreditor Agreement shall prevail.
2. **GUARANTEE AND COVENANT TO PAY**
- 2.1 **Guarantee:** Each Chargor unconditionally and irrevocably:
- (a) guarantees to the Security Agent, for and on behalf of each Secured Creditor, punctual performance by each other Debtor of all Secured Liabilities due, owing or incurred by that other Debtor;

- (b) undertakes with the Security Agent that whenever another Debtor does not pay any Secured Liabilities when due, it shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) agrees with the Security Agent that if any Secured Liabilities are or become unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify relevant Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Debtor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it in respect of Secured Liabilities on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Covenant to pay: Each Chargor shall on demand pay or discharge to the Security Agent the Secured Liabilities in the manner provided for in the Debt Documents.

2.3 Interest: If a Chargor fails to pay any Secured Liabilities on the due date for payment of that sum, that Chargor shall pay to the Security Agent interest in accordance with the relevant Debt Documents (in each case subject to the Intercreditor Agreement) .

2.4 Proportionate discharge: Each sum appropriated by the Security Agent in accordance with the Debt Documents towards payment of accrued default interest on any Secured Liabilities which have not been paid on their due date under any obligation under the Debt Documents which constitutes a Secured Liability shall to the extent of that appropriation discharge a Chargor's obligations to pay such interest under Clause 2.3 (Interest).

3. SECURITY

3.1 Creation of Charges: All Charges and assignments under this Deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee; and
- (c) Security for the payment and discharge of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to Clause 3.2 (*Fixed Charges*) to the extent specifically assigned pursuant to Clause 3.4 (*Assignment by way of Security*).

3.2 Excluded Contracts and Excluded Patents: Notwithstanding any other provision of this Deed, but save as provided in respect of creation of a trust pursuant to Clause 3.4(c), no Excluded Contracts or Excluded Patents, as applicable, shall be, or shall be deemed or purported to be, charged, assigned or otherwise the subject of any Security or trust under, or pursuant to, this Deed; provided that:

- (a) the Excluded Contracts shall automatically be subject to the Security under this Deed at such time as the restriction on assignment and/or creation of security over such contract, as applicable, has been discharged, varied, waived or otherwise confirmed by the parties to the contract that such restriction is no longer applicable and

- (b) the Excluded Patent shall automatically be subject to the Security under this Deed immediately upon the termination of the security interest granted to FitLinxx Inc. in the Excluded Patents.

3.3 Fixed Charges: Each Chargor charges:

(a) **Real Property:**

- (i) by way of first legal mortgage the Scheduled Real Property and all other Real Property in England or Wales now belonging to it; and
- (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to Real Property in England or Wales not mortgaged pursuant to paragraph (i) above;

(b) **Investments:**

- (i) by way of first fixed charge all its rights, title and interest in and to the Scheduled Investments and all other Investments now belonging to it; and
- (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;

- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest present and future in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed;

- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights (including the Scheduled Intellectual Property);

- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including the Scheduled Bank Accounts);

- (f) **Personal Chattels:** by way of first fixed charge all its rights, title and interest present and future in and to the Personal Chattels (including Scheduled Personal Chattels); and

- (g) **Goodwill and uncalled capital and pension fund:** by way of first fixed charge all its rights, title and interest present and future in and to:

- (i) all its uncalled capital;
- (ii) all its goodwill; and
- (iii) any pension fund and plan (to the extent such Security does not breach the terms of such plan).

3.4 Assignment by way of Security

- (a) Each Chargor hereby assigns absolutely (subject to the right to reassignment on redemption pursuant to Clause 23.11 (*Final redemption*)) all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of that Chargor, under or in connection with the Assigned Contracts.

- (b) Until the Security Agent serves a notice to the contrary, each Chargor shall be entitled to exercise all its rights in the Assigned Contracts, subject to the other provisions of this Deed.
- (c) Each Chargor shall, upon the occurrence of an Acceleration Event, promptly on request of the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal assignment by way of security in such form as the Security Agent may reasonably require over any Additional Material Contract entered into by the relevant Chargor after the date of this Deed. If, or to the extent that an Excluded Contract prohibits the assigning or charging of the relevant contract, but does not prohibit the creation of a trust over the benefit of that contract, then the relevant Chargor shall (a) hold the rights and benefits of, under or in connection with that Excluded Contract on trust for the Security Agent as security for the payment and discharged of the Secured Liabilities; and (b) takes such steps as the Security Agent may require to maintain or, after an Acceleration Event, to enforce, realise or otherwise deal with the trust and those Excluded Contracts subject to the trust hereby created, in each case, only to the extent such actions are not expressly prohibited under the terms of the relevant Excluded Contract.

3.5 Floating Charge

- (a) Each Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than any asset effectively mortgaged, charged or assigned under Clause 3.2 (*Fixed Charges*) or Clause 3.4 (*Assignment by way of Security*). The floating Charge created by each Chargor under this Clause is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.
- (b) The floating Charges created by this Clause 3.5 (*Floating Charge*) shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Debt Documents in favour of the Security Agent as Security for the Secured Liabilities.

3.6 Automatic crystallisation

Notwithstanding any other provision of this Deed (and without prejudice to any law which may have a similar effect), upon an Acceleration Event, the floating charge created under this Deed will automatically be converted without notice and with immediate effect into a fixed charge as regards the Charged Assets subject to such floating charge but subject to Clause 14.3 (*Effect of moratorium*).

3.7 Crystallisation of Floating Charge by notice

The Security Agent may at any time by notice in writing to any *Chargor* convert the floating Charge created by that Chargor pursuant to Clause 3.5 (*Floating Charge*) with immediate effect into a fixed Charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

- (a) an Event of Default has occurred; or

- (b) the Security Agent considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process); or
- (c) the Security Agent considers that it is necessary in order to protect the priority of Security.

3.8 Fixed and floating Security: If for any reason any Security in respect of any asset created or purported to be created pursuant to this Clause 3 as a fixed charge or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However, it is the intent of the parties that the Security over other Charged Assets shall remain unaffected.

3.9 Security trust: The Security Agent holds the Security and the benefit of this Deed on trust for the Secured Parties on the terms of the Debt Documents.

4. GENERAL OBLIGATIONS

4.1 Negative pledge and disposals: Subject to Clause 8 (*Monetary Claims*), except with the written consent of the Security Agent, each Chargor shall not:

- (a) create or permit to subsist any Security or Quasi-Security over any Charged Assets and Excluded Property and/or assign the benefit of an Assigned Contract or Charged Asset save as expressly permitted pursuant to the Debt Documents; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer, assign, lease, license, sub-license, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted pursuant to the terms of this Deed and the Debt Documents.

4.2 General undertakings

Each Chargor shall, promptly on the reasonable request from the Security Agent, furnish the Security Agent with such information as the Security Agent may require about the Charged Assets to determine the compliance by the Chargors with this Deed and the other Debt Documents. Each Chargor shall permit the Security Agent, its representatives and professional advisers, free access during business hours and on reasonable prior notice to:

- (a) inspect and take copies and extracts from the accounts and records of such Chargor; and
- (b) to view the Charged Assets;

provided that such access shall not exceed more than once each year (such limitation not to apply where a Default or Event of Default has occurred and is continuing).

5. FURTHER ASSURANCE

Each Chargor shall, at its own expense, promptly do all such acts and things as the Security Agent may reasonably require for:

- (a) creating, registering, perfecting, maintaining or protecting the Charges or any Security intended to be created by or pursuant to this Deed or any of the Charged Assets;
- (b) creating a fixed charge over Monetary Claims or, at any time after the occurrence of an Event of Default or the Charges shall have otherwise become enforceable, a legal assignment of Monetary Claims;
- (c) executing a Supplemental Legal Charge over Real Property owned by it having a value in excess of £500,000;
- (d) facilitating the realisation of any Charge after the Charge has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset or Charge vested in the Security Agent, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any other document or any notice or instruction which the Security Agent may require, including any such document, notice or instruction required to enable the Security Agent or its nominee to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under this Deed.

6. REAL PROPERTY

6.1 Leases restricting charging

- (a) There shall be excluded from the charge created by Clause 3.2 (*Fixed Charges*), Clause 3.5 (*Floating Charge*) and from the operation of Clause 5 (*Further assurance*) any Real Property referred to in Schedule 2 (*Details of the Scheduled Real Property*) (or, as the case may be, as specified in any Security Accession Deed) held by a Chargor under a lease or which is subject to any other property agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge or assignment over its interest in that Real Property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, the relevant Chargor undertakes to:
 - (i) notify the Security Agent that the relevant Real Property is an Excluded Property;
 - (ii) apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of the date of this Deed and, in respect of each such Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours (for a reasonable amount of time) to obtain that consent as soon as possible and, if requested by the Security Agent, to keep the Security Agent informed of the progress of its negotiations but shall not be required to take legal proceedings; provided, that if reasonable endeavours have been used by that Chargor to obtain such consent or waiver from the relevant third party, then that Chargor shall not have additional obligations to seek that consent or waiver; and
 - (iii) notify the Security Agent in writing upon receipt of the relevant waiver or consent.

- (c) Promptly upon receipt of the relevant waiver or consent, the charge by way of first legal mortgage granted in Clause 3.3(a)(i) (Fixed Charges) shall take effect in respect of the former Excluded Property. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will promptly execute a Supplemental Legal Charge.

6.2 Acquisition of Real Property

- (a) Each Chargor shall promptly notify the Security Agent of any acquisition by it or on its behalf of any Real Property after the date of this Deed ("**After-acquired Property**").
- (b) Each Chargor shall promptly, on request of the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Legal Charge in favour of the Security Agent over any After-acquired Property.
- (c) If any After-acquired Property is held by that Chargor under a lease or is subject to any other property agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge or assignment over its interest in that After-acquired Property ("**After-acquired Excluded Property**") then that Chargor shall not be required to execute and deliver to the Security Agent any Supplemental Legal Charge referred to in paragraph (b) above until the relevant condition or waiver has been satisfied or obtained. For each After-acquired Excluded Property the relevant Chargor undertakes, at the cost of that Chargor, to:
 - (i) notify the Security Agent that the relevant After-acquired Property is an After-acquired Excluded Property;
 - (ii) promptly, on request of the Security Agent, apply for the relevant consent or waiver of prohibition or condition and, in respect of each such After-acquired Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours (for a reasonable amount of time) to obtain that consent as soon as possible and, if requested by the Security Agent, to keep the Security Agent informed of the progress of its negotiations but shall not be required to take legal proceedings;
 - (iii) notify the Security Agent in writing upon receipt of the relevant waiver or consent; and
 - (iv) promptly upon receipt of the relevant waiver or consent execute and deliver to the Security Agent a Supplemental Legal Charge in favour of the Security Agent over such After-acquired Property.
- (d) If title to any After-acquired Property is or is to be registered at the Land Registry, that Chargor shall, as soon as reasonably practicable after acquisition of the After-acquired Property, notify the Security Agent of the relevant title number and shall apply to the relevant Land Registry to enter:
 - (i) a notice of the Supplemental Legal Charge referred to in paragraph (b) or (c)(iv) above (as applicable) on the charges register of such After-acquired Property; and

- (ii) the restriction set out in Clause 6.6(a) (*Registered land*) (as repeated in such legal mortgage) on the proprietorship register of such property.

In the case of any other After-acquired Property in England or Wales, the relevant Chargor shall apply to register this Deed at the Land Charges Registry if, for any reason, the title deeds and documents relating thereto are not deposited with the Security Agent. In relation to any After-acquired Property anywhere else in the world, that Chargor shall take such equivalent action as the Security Agent shall deem appropriate.

- 6.3 **Delivery of title documents:** Each Chargor shall, upon the execution of this Deed or, if later, upon receipt, deposit with the Security Agent (or as it may direct) all deeds, certificates and other documents evidencing title relating to any Charged Real Property. If any such documents are at the relevant time at the Land Registry, that Chargor shall, promptly following a demand by the Security Agent, provide or procure the provision to the Security Agent of such undertakings and such letters addressed to the Land Registry as the Security Agent may reasonably require.
- 6.4 **Real Property undertakings:** Each Charger shall (whether in exercise of any statutory power or otherwise) comply with the provisions of Schedule 8 (*Real Property Undertakings*).
- 6.5 **Real Property representations and warranties:** Each Chargor represents and warrants to the Security Agent on the Closing Date, each Issue Date and each Interest Payment Date that:
 - (a) it is the sole legal and beneficial owner of all the Scheduled Real Property listed against its name in Schedule 2 (*Details of the Scheduled Real Property*) and no other person has any legal or beneficial interest or rights on, over or in any part of the Charged Real Property (other than as disclosed to and approved by the Security Agent);
 - (b) no part of the Charged Real Property is subject to any covenants, restrictions, easements or rights, orders, agreements, notices or disputes which are of an unusual or onerous nature or which may materially and adversely affect its intended use or its disposal or which were not referred to as adverse matters in any certificate of title referred to in Schedule 2 and nothing has arisen or been created or is subsisting which could be or could create an overriding interest over such Charged Real Property;
 - (c) there subsists no breach of any Planning Acts, by-laws or local authority or statutory requirements which materially and adversely affects or which materially or adversely affects the value of the Charged Real Property owned by that Chargor; and
 - (d) except for the Scheduled Real Property, neither it nor any of its Subsidiaries owns any estate or interest in any Real Property save as disclosed to and approved by the Security Agent prior to the date of this Deed.
- 6.6 **Registered land**
 - (a) Each Chargor consents to an application being made and shall, if requested by the Security Agent, apply to the Land Registry for a restriction in the following terms to be entered on the Proprietorship Register of such of the Charged Real Property as is now or hereafter registered at the Land Registry under the Land Registration Act 2002:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [•] in favour of [•] referred to in the Charges Register or if appropriate signed on such proprietor's behalf by its authorised signatory."

- (b) To the extent that the Secured Parties are under an obligation to make further advances, each Chargor shall also make an application (and consents to an application being made) to the Land Registry for a note of such obligation to be entered on the Charges Register of any registered land forming part of the Charged Real Property.
- (c) Each Chargor hereby certifies, in respect of any part of its Charged Real Property title to which is registered at the Land Registry, that the Charges created by this Deed do not contravene any of the provisions of the constitution of that Chargor.

6.7 Right to remedy: If The Chargor fails to perform any obligation affecting its Charged Real Property, that Chargor shall allow the Security Agent or its agents and contractors:

- (a) to enter any part of its Charged Real Property and carry out any repairs or other works which the Chargor has failed to do; and
- (b) to comply with or object to any notice served on that Chargor in respect of its Charged Real Property.

and the Chargor shall reimburse the Security Agent on demand for all reasonable costs and expenses incurred by the Security Agent in doing so.

7. INVESTMENTS

7.1 Deposit of documents

Each Chargor shall, promptly upon the execution of this Deed and upon its becoming entitled to the relevant Investment deliver (or procure delivery) to the Security Agent, or as it directs:

- (a) all certificates and other documents of title or evidencing title in respect of each of the Scheduled Investments listed against its name in Schedule 4 (*Details of the Scheduled Investments*) and each of the other Charged Investments belonging to it;
- (b) all stock transfer forms and other documents which the Security Agent may request in such form and executed in such manner as the Security Agent may require with a view to perfecting or maintaining the Charges over the Charged Investments or registering any Charged Investment in the name of the Security Agent or its nominees; and
- (c) declarations of trust in relation to any Investments in which a Chargor has an interest but which are not held in its sole name as required by the Security Agent;

All documents required by this Clause 7.1 shall be in such form as the Security Agent shall require.

7.2 Voting rights and distributions

- (a) Until the Charges have become enforceable, the relevant Chargor shall be entitled to:
- (i) receive and retain all dividends, distributions and other amounts paid on or derived from any shares or stock comprised in its Charged Investments; and
 - (ii) exercise or direct the exercise of the voting rights and other rights and powers attached to its Charged Investments in any manner as it sees fit other than in a manner which:
 - (A) is in breach of any Debt Document or which may adversely affect the validity or enforceability of the Charges or the value of such Charged Investments; or
 - (B) would cause the Security Agent or its nominee to incur any cost or expense or render itself subject to any liability for which it has not previously been indemnified to its satisfaction) or would otherwise prejudice the Security Agent.
- (b) After an Event of Default has occurred and is continuing:
- (i) the Security Agent or any applicable Receiver may at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor) but shall not be obliged to:
 - (A) transfer the Charged Investments of each Chargor on behalf of the relevant Chargor to such nominee as the Security Agent shall select;
 - (B) receive and retain all dividends, distributions and other moneys paid on the Charged Investments and apply the same in accordance with Clause 16.1 (*Application*); and
 - (C) exercise any voting rights and any other rights and powers attached to any Charged Investments in such manner as it considers fit as if it were the sole beneficial owner of the Charged Investment (including all powers given to trustees under Part II of the Trustee Act 2000);
 - (ii) Each Chargor shall comply, or procure the compliance, with any directions of the Security Agent or any Receiver in respect of the exercise of any rights and powers exercisable in relation to such Charged Investments and shall promptly execute and/or deliver to the Security Agent or any Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights; and
 - (iii) any Derivative Rights shall, if received by the Chargor or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent or the Receiver.

7.3 Intentionally Omitted

7.4 Calls

- (a) Each Chargor shall promptly pay all calls or other payments which may at any time become due in respect of any of its Charged Investments.

- (b) If a Chargor fails to comply with paragraph (a) above within five Business Days (or such longer period as is specified for payment), the Security Agent may, if it thinks fit, pay such calls or other payments on behalf of the relevant Chargor. that Chargor shall promptly on request from the Security Agent reimburse the Security Agent for any such payment plus interest from the date of payment by the Security Agent until the date of reimbursement at the rate and in accordance with Clause 2.3 (*Interest*).

7.5 Intentionally Omitted

7.6 Representations regarding Investments

Each Chargor represents and warrants to the Security Agent that:

- (a) it is the sole legal and beneficial owner of the Scheduled Investments listed against its name in Schedule 4 (Details of the Scheduled Investments);
- (b) such Investments are free from all Security, options and other third party rights (except as created by this Deed);
- (c) its Scheduled Investments and, where applicable, its other Investments are fully paid; and
- (d) the constitutions of the Scheduled Investments do not restrict or otherwise limit the relevant Chargor's right to transfer or charge such Scheduled Investments.

8. MONETARY CLAIMS

8.1 Dealing with Monetary Claims

- (a) Save as permitted by (x) the Senior Note Agreement after the Senior Step In Date and prior to the Senior Discharge Date or (y) the Junior Note Agreement prior to the Senior Step In Date and after the Senior Discharge Date, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Monetary Claims except as required by paragraph (b) below.
- (b) Each Chargor shall get in and realise in a prudent manner (on behalf of the Security Agent) all its Monetary Claims and pay such moneys into a Bank Account or, after the Charges have become enforceable, as the Security Agent may require. Upon the Charges being enforceable, each Chargor shall hold such moneys on trust for the Security Agent on behalf of the Secured Parties prior to such payment in.

8.2 Release of Monetary Claims

- (a) Prior to the Charges becoming enforceable, the proceeds of the realisation of the Monetary Claims received by any Chargor shall, upon such proceeds being credited to a Bank Account, be released from the fixed charge created by Clause 3.3(c) (*Monetary Claims*) and only be subject to the floating Charge created by Clause 3.5 (*Floating Charge*) and the relevant Chargor may withdraw such proceeds from such Bank Accounts and shall be free to deal with such moneys or proceeds in the ordinary course of business, subject to any applicable restrictions set out in the (x) Senior Note Agreement after the Senior Step In Date and prior to the Senior Discharge Date or (y) the Junior Note

Agreement prior to the Senior Step In Date and after the Senior Discharge Date, and in each case, this Deed.

- (b) After the Charges have become enforceable, each Chargor shall not, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of realisation of any Monetary Claims standing to the credit of any Bank Account and shall:
 - (i) pay all moneys received or receivable by it from any source (including all proceeds of collection of Monetary Claims) into such Collection Accounts as are specified by the Security Agent; and
 - (ii) give notice to the debtors of any of its Monetary Claims of the Security created by this Deed in such form as the Security Agent may require.

9. BANK ACCOUNTS

9.1 Notification, maintenance and variation

Each Chargor shall:

- (a) promptly after any Bank Account becomes charged pursuant to this Deed, deliver to the Security Agent a duly completed notice in respect of each Bank Account in the relevant form set out in Schedule 7 (*Notices for Bank Accounts*) (as applicable) or in such other form as the Security Agent may approve;
- (b) use reasonable endeavours to procure the prompt delivery to the Security Agent of a duly completed acknowledgement in respect of any notice delivered pursuant to paragraph (a) above in the relevant form set out in Schedule 7 (*Notices for Bank Accounts*) (as applicable) or in such other form as the Security Agent may approve, acting reasonably;
- (c) deliver to the Security Agent on the date of this Deed (and, if any Bank Account becomes charged by this Deed thereafter, on the date falling seven Business Days after such Bank Account becomes charged), details of each Bank Account maintained by that Chargor (other than with the Security Agent); and
- (d) not without the Security Agent's prior written consent,
 - (i) agree to any variation of the rights attached to any Bank Account the result of which is materially prejudicial to the Secured Parties; or
 - (ii) close any Bank Account unless (i) such Bank Account is no longer required by the Group, (ii) the Security Agent receives five Business Days' notice prior to the closing of such Bank Account and (iii) any credit balance held in such Bank Account is transferred to another bank account over which Security is granted in favour of the Security Agent or such credit balance is otherwise applied in a manner permitted (or not prohibited) by the Debt Documents.

9.2 Intentionally Omitted

9.3 Operation of Bank Accounts

- (a) Until the Charges become enforceable, the Chargors shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account subject to the terms of (x) Senior Note Agreement after the Senior Step In Date and prior to the Senior Discharge Date or (y) the Junior Note Agreement prior to the Senior Step In Date and after the Senior Discharge Date.
- (b) After the Charges have become enforceable, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the Security Agent.

9.4 Application of moneys

- (a) The Security Agent (or its Receiver) may (subject to the Intercreditor Agreement) apply, transfer or set-off any credit balances from time to time on any Bank Accounts in or towards payment or satisfaction of all or part of the Secured Liabilities in accordance with Clause 16.1 (*Application*) after the Charges have become enforceable or at any time when the Secured Parties are entitled to exercise the relevant set-off rights under the terms of (x) Senior Note Agreement after the Senior Step In Date and prior to the Senior Discharge Date or (y) the Junior Note Agreement prior to the Senior Step In Date and after the Senior Discharge Date.
- (b) Save as provided in this Clause 9 (*Bank Accounts*), each Chargor shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Accounts other than in a manner which is not prohibited by (x) Senior Note Agreement after the Senior Step In Date and prior to the Senior Discharge Date or (y) the Junior Note Agreement prior to the Senior Step In Date and after the Senior Discharge Date.

9.5 Intentionally Omitted

9.6 Exercise of rights following enforcement by Security Agent

After the Charges have become enforceable, the Security Agent shall be entitled without notice to exercise all rights and powers held by it in relation to the Bank Accounts and to:

- (a) demand and receive any moneys due under or arising out of each Bank Account; and
- (b) exercise all rights the relevant Chargor was then entitled to exercise in relation to the Bank Accounts or would, but for this Deed, be entitled to exercise.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property undertakings

- (a) Each Chargor undertakes that it shall, in respect of its present and future Intellectual Property:
 - (i) duly pay all fees for the Intellectual Property registrations where failure to do so would be materially adverse to the value and validity of such Intellectual Property;

- (ii) not make material amendments, abandon or cancel the Intellectual Property registrations;
 - (iii) duly maintain the prosecution of the Intellectual Property applications (including payment of all fees) where failure to do so would be materially adverse to the value and validity of the Intellectual Property;
 - (iv) continue to use the trade marks in all countries and in respect of all goods and services for which they are currently used by any Chargor;
 - (v) promptly notify the Security Agent upon becoming aware of any material infringement of the Intellectual Property.
- (b) Each Chargor undertakes that, in respect of its present and future Intellectual Property, it shall:
- (i) not consent to the trade mark application of another person other than consents provided in the ordinary course of business;
 - (ii) not make any admissions that are prejudicial to the validity of the intellectual Property;
 - (iii) other than permitted under the Debt Documents, not grant any exclusive or sole licences in respect of the Intellectual Property;
 - (iv) other than permitted under the Debt Documents, not grant any non-exclusive licences other than in the ordinary course of business and on ordinary terms.

10.2 Representations regarding Intellectual Property

Each Chargor represents and warrants to the Security Agent at the date hereof that:

- (a) it is the sole legal and beneficial owner of the Scheduled Intellectual Property listed against its name in **Error! Reference source not found.** (*Details of the Scheduled Intellectual Property*) free from all Security; and
- (b) in respect of all of its Intellectual Property:
 - (i) none of its Intellectual Property is subject to an exclusive or sole licence;
 - (ii) the validity and ownership of its Intellectual Property is not being challenged in any proceedings, and no such proceedings have been threatened; and
 - (iii) so far as it is aware, there is currently no infringement of its Intellectual Property.

10.3 Intellectual Property and License Agreements

A list of all Registered Intellectual Property of each Chargor and all in-bound license or sublicense agreements, exclusive out-bound license or sublicense agreements, or other rights of any Chargor to use Intellectual Property (but excluding in-bound licenses and out-bound licenses of over-the-counter software that is commercially available to the public), as of the date hereof and, as updated pursuant to Clause 10.4, is set forth in **Error! Reference source not found.** (*Details of the Scheduled Intellectual Property*) (the "Intangible Assets Schedule"). Such Intangible Assets Schedule shall be prepared by LumiraDx Investment Limited in the form provided by the Security Agent and contain all information required in such form.

Except for Permitted Licenses and Permitted Liens, each Chargor is the sole owner of its Intellectual Property free and clear of any Security. Each Patent is valid and enforceable and no part of the Material Intangible Assets has been judged invalid or unenforceable, in whole or in part, and to the best of LumiraDx Investment Limited's knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party.

10.4 Intellectual Property and Licensing

- (a) At the end of each calendar quarter, to the extent (A) any Chargor acquires and/or develops any new Registered Intellectual Property, or (B) any Chargor enters into or becomes bound by any additional in-bound license or sublicense agreement, any additional exclusive out-bound license or sublicense agreement or other agreement with respect to rights in Intellectual Property (other than over-the-counter software that is commercially available to the public), or (C) there occurs any other material change in any Chargor's Registered Intellectual Property, in-bound licenses or sublicenses or exclusive out-bound licenses or sublicenses from that listed on the Intangible Assets Schedule, deliver to the Security Agent an updated Intangible Assets Schedule reflecting such updated information. With respect to any updates to the Intangible Assets Schedule involving exclusive out-bound licenses or sublicenses, such licenses shall be consistent with the definitions of and limitations herein pertaining to Permitted Licenses.
- (b) If any Chargor obtains any Registered Intellectual Property (other than copyrights, mask works and related applications, which are addressed below), LumiraDx Investment Limited shall promptly execute such intellectual property security agreements (which shall be filed in the United States Patent and Trademark Office or any applicable patent and/or trademark register in Europe or Japan) and other documents and provide such other information (including, without limitation, copies of applications) and take such other actions as the Security Agent shall request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of the Security Agent in such property. If any Chargor decides to register any copyrights or mask works in the United States Copyright Office or in any European or Japanese copyright register, that Chargor shall: (x) provide the Security Agent with at least fifteen (15) days prior written notice of that Chargor's intent to register such copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding Exhibits thereto) or the relevant European or Japanese copyright register; (y) execute an intellectual property security agreement and such other documents and provide such other information and take such other actions as the Security Agent may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Security Agent in the copyrights or mask works intended to be registered with the United States Copyright Office or the relevant European or Japanese copyright register; and (z) record such intellectual property security agreement with the United States Copyright Office or the relevant European or Japanese copyright register contemporaneously with filing the copyright or mask work application(s) with the United States Copyright Office or the relevant European or Japanese copyright register.

- (c) Each Chargor shall take such steps as the Security Agent reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (x) all licenses (including any third party over-the-counter software licenses) or agreements to be deemed "Charged Assets" and for the Security Agent to have a security interest in it that might otherwise be restricted or prohibited by the terms of any such license or agreement, whether now existing or entered into in the future, and (y) the Security Agent to have the ability in the event of a liquidation of any Charged Assets to dispose of such Charged Assets in accordance with the Security Agent's rights and remedies under this Deed and the other Financing Documents; provided that where it is prohibited by law to do so, the Security Agent shall not require LumiraDx Investment Limited to undertake any steps which would result in LumiraDx Investment Limited incurring any material liability.
- (d) Each Chargor shall own, or be licensed to use or otherwise have the right to use, all Material Intangible Assets. Each Chargor shall cause all Registered Intellectual Property to be duly and properly registered, filed or issued in the appropriate office and jurisdictions for such registrations, filings or issuances, except where the failure to do so would not reasonably be expected to result in a Material Adverse Change. Each Chargor shall at all times conduct its business without the knowledge by management of any intentional infringement (based on past business experience of such management) of any Intellectual Property rights of others; provided that the management of such Chargor shall not be required to obtain "freedom to operate" opinions on such Intellectual Property in order to make such representation. Each Chargor shall (i) protect, defend and maintain the validity and enforceability of its Material Intangible Assets (ii) promptly advise the Security Agent in writing upon becoming aware of any material infringements of its Material Intangible Assets, or of a material claim of infringement by that Chargor on the Intellectual Property rights of others; and (iii) not allow LumiraDx Investment Limited's Material Intangible Assets to be abandoned, invalidated, forfeited or dedicated to the public or to become unenforceable. No Chargor shall note, become a party to, nor become bound by, any material license or other agreement with respect to which the Chargor is the licensee that prohibits or otherwise restricts the Chargor from granting a security interest in that Chargor's interest in such license or agreement or other property.

11. INSURANCE

11.1 Notices

Each Chargor shall promptly serve (with a copy to the Security Agent) a Notice of Insurance Assignment to the brokers or underwriters of each Insurance Policy and each Chargor shall use its reasonable endeavours to procure the prompt delivery to the Security Agent of a duly completed acknowledgement in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of Schedule 10 or in such other form as the Security Agent may approve..

11.2 Insurance undertakings

- (a) Each Chargor shall maintain insurances on and in relation to the Charged Assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business, in accordance with the terms of the Debt Documents.

- (b) All insurances shall be with reputable independent insurance companies or underwriters.
- (c) If applicable, each Chargor shall also comply with any obligations imposed on it by any tenancy agreement or lease to insure or to reimburse the landlord under such tenancy or lease for any costs of insurance incurred by such landlord.
- (d) If required by the Debt Documents, each Chargor shall procure that a note of each Secured Party's interest is endorsed upon all policies of insurance maintained by that Chargor or any person on its behalf in respect of its Charged Assets.

11.3 Application of moneys

Any moneys received under any Insurance Policies relating to Charged Assets shall be applied (subject to the terms of the Intercreditor Agreement and any person having prior rights to such moneys):

- (a) prior to the occurrence of an Event of Default which is continuing, in accordance with the Intercreditor Agreement; and
- (b) following an Event of Default, the Chargor shall hold such moneys upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 16.1 (*Application*).

11.4 Premiums, etc.

- (a) Each Chargor shall:
 - (i) promptly pay all premiums and other moneys payable under its Insurance Policies required to be maintained under this Deed; and
 - (ii) promptly on request by the Security Agent, produce to the Security Agent a copy of each policy effected by it and the related premium receipts and of such other documents relating to the Insurance Policies, as the Security Agent shall reasonably require.
- (b) If a Chargor fails to comply with its obligations under this Clause 11 (*Insurance*), the Security Agent may effect such insurance as it thinks fit and the relevant Chargor shall reimburse the Security Agent on demand for the cost of effecting such insurance, together with interest thereon (calculated in accordance with Clause 2.3 (*Interest*)).

12. ASSIGNED CONTRACTS

12.1 Assigned Contracts

- (a) Each Chargor shall, on the date of this Deed (or the date on which the relevant Additional Material Contract is assigned pursuant to Clause 3.4(c) (*Assignment by way of Security*) (if later)) give notice of the assignments in Clause 3.4 (*Assignment by way of Security*) in relation to the Assigned Contracts substantially in the form set out in Schedule 10 (*Notice of Contract Assignment*) (or in such other form as is acceptable to the Security Agent) and shall use all reasonable endeavours to ensure (or, if the counterparty to the Assigned Contract is a member of the Group or a direct or indirect Holding Company of that member of the Group, shall ensure) that each recipient of any

Notice of Contract Assignment promptly signs and returns the relevant form of acknowledgement requested in that notice.

- (b) This Deed constitutes notice in writing to each Chargor of any Security over any debt owed by that Chargor to any other member of the Group or over any contract or agreement between that Chargor and any other member of the Group whether created under this Deed or any other Security Document.
- (c) Each Chargor shall remain liable to perform all its obligations under each Assigned Contract in accordance with the terms thereof. Neither the Security Agent nor any Receiver or Delegate shall be under any obligation or liability to any Chargor or any other person under or in respect of any Assigned Contract.
- (d) Each Chargor undertakes that if it enters into or acquires any Personal Chattel after the date of this Deed and the consent of any third party is required for the Chargor to create any Charges under this Deed over such Personal Chattel the Chargor shall use all reasonable endeavours to obtain such consent and notify the Security Agent in writing upon receipt of such consent.

13. **FIXTURES AND PERSONAL CHATTELS**

- (a) Each Chargor undertakes that it shall maintain in good working order and condition (reasonable wear and tear excepted) all Personal Chattels necessary in the conduct of its business.
- (b) If so requested by the Security Agent following an Acceleration Event, each Chargor undertakes that it shall place and maintain on each Scheduled Personal Chattel and each other Personal Chattel subject to a fixed charge hereunder with a market value in excess of £250,000, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed:

"NOTICE OF CHARGE"

This [*specify nature of Personal Chattel*] and additions and ancillary equipment are subject to a first fixed charge in favour of [*"name of the Security Agent"*].

- (c) Each Chargor represents and warrants to the Security Agent for itself and for and on behalf of the Secured Parties that the Scheduled Personal Chattels listed against its name in Schedule 5 (*Details of the Scheduled Personal Chattels*) are beneficially owned by that Chargor free from all Security, options and other third party rights (except as created by this Deed).
- (d) Each Chargor undertakes that if it acquires any Personal Chattel after the date of this Deed and the consent of any third party is required for the Chargor to create any Charges under this Deed over such Personal Chattel the Chargor shall use all reasonable endeavours to obtain such consent and notify the Security Agent in writing upon receipt of such consent.

14. **ENFORCEMENT**

14.1 **Power of sale:** The power of sale or other disposal and other powers conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale and other powers conferred on mortgagees under section 101 of the LPA and such powers shall arise on the date of this Deed free from the restrictions imposed by section 103 of the LPA, which shall not apply to the Charges.

14.2 **Enforceability of Security**

- (a) Save as provided in Clause 14.3 (*Effect of moratorium*) below, the Security created by or pursuant to this Deed shall become immediately enforceable upon the occurrence of an Event of Default.
- (b) The statutory power of leasing conferred upon the Security Agent shall be extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent thinks fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA and any lease granted will bind any holder of a subsequent Security deriving title under the Security Agent.

14.3 **Effect of moratorium:** The Charges will not become enforceable solely as a result of any person obtaining or taking steps to obtain a moratorium under Schedule A1 of the Insolvency Act 1986.

14.4 **Contingencies:** If the Charges are enforced at a time when no amount is due under the Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

14.5 **Renewal of deposits:** Without prejudice to any right of set-off any Secured Party may have under any other Debt Document or otherwise, if any time deposit matures on any account The Chargor has with any Secured Party prior to the Release Date when:

- (a) the Charges have become enforceable; and
- (b) no Secured Liability is at that time due and payable,

that time deposit will automatically be renewed for any further period which that Secured Party considers appropriate.

14.6 **Right of appropriation: financial collateral:** To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of any Chargor hereunder constitute a 'security financial collateral arrangement' (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")), the Security Agent shall have the right following enforcement of this Deed to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and

- (b) in the case of Investments, the market price of such Investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation.

In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

15. APPOINTMENT AND RIGHTS OF RECEIVERS AND ADMINISTRATORS

15.1 Appointment of Receivers and Administrators

- (a) If:
- (i) an Event of Default occurs and is continuing;
 - (ii) so requested by the relevant Chargor; or
 - (iii) subject to Clause 14.3 (*Effect of moratorium*), a petition is presented or application made for the appointment of an administrator, a liquidator or a provisional liquidator in respect of the relevant Chargor or notice is given by any person entitled to do so of the intention to appoint an Administrator or such notice is filed with the court,

the Security Agent may, by deed or otherwise in writing signed by any officer of the Security Agent or any other person authorised by the Security Agent for this purpose without the prior consent of the relevant Chargor:

- (A) appoint one or more persons to be Receiver of any Charged Assets of the relevant Chargor and/or appoint two or more Receivers of separate parts of the Charged Assets; or
 - (B) when permitted by law, appoint one or more persons to be an Administrator of the relevant Chargor pursuant to paragraph 14 of Schedule B of the Insolvency Act 1986; or
 - (C) (subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) remove any Receiver so appointed and, at its option, appoint another person(s) to be an additional or replacement Receiver.
- (b) If more than one person is appointed Receiver or Administrator of any assets, each Receiver or Administrator may act either jointly or severally unless the document appointing him states otherwise.
- (c) Section 109(1) of the LPA does not apply to this Deed.
- (d) The powers of appointment of a Receiver under this Deed shall be in addition to all other statutory and other powers of appointment of the Security Agent under the LPA or otherwise.

- 15.2 **Rights of Receivers:** Any Receiver appointed pursuant to this Deed shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the

Charged Assets (and any other assets which when got in, would be Charged Assets) in relation to which he is appointed:

- (a) all the rights, powers, privileges and immunities conferred on an administrative receiver or other receivers duly appointed under the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all the powers conferred by the LPA or any other applicable law on mortgagees, mortgagees in possession and on receivers; and
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do.

In addition, a Receiver shall be entitled (either in his own name or in the name of the relevant Chargor or any trustee or nominee for the relevant Chargor) or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit and either alone or jointly with any other person:

- (a) **Take possession:** to enter upon, take possession of, get in and collect the Charged Assets, to require directors of that Chargor to call up unpaid share capital and to take action to enforce payment of unpaid calls and to require payment to him or the Secured Parties of any Monetary Claims or credit balance on any Bank Account;
- (b) **Carry on business:** to manage or carry on any business of that Chargor;
- (c) **Contracts:** to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party to the extent necessary to dispose of the Charged Assets and to perform its obligations;
- (d) **Deal with Charged Assets:** to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of, convert into money or realise the Charged Assets (including any Fixtures, other than landlord's fixtures, which may be severed and sold separately from the Real Property containing them) either by public offer or auction, tender or private contract to any person on any terms and for a consideration of any nature he thinks fit;
- (e) **Rights of ownership:** to the extent permitted by law to manage and use the Charged Assets and to exercise and do (or permit the relevant Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;
- (f) **Leases and tenancies:** to grant leases, tenancies or licences and rights of user in relation to any Charged Assets to any person on any terms and for any rent or fee, to agree to any change to such terms or rent and to accept any surrender of such lease, tenancy, licence or rights of user on any terms (including the payment of any surrender premium) and to make agreements and arrangements with and make allowances to any lessees, tenants or other persons from whom any rents and profits may be payable, in each case it shall think fit;
- (g) **Repairs:** to effect any repairs or improvements to or insurance on, or do any act which he may think desirable to protect or improve, any Charged Asset or any business of any Chargor or make it more productive, to carry out and/or complete any building

operations and to apply for and maintain any planning permissions, building regulation approvals and other consents, in each case as he thinks fit;

- (h) **Proceedings and claims:** to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or the business of the relevant Chargor;
- (i) **Compromise of claims:** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating in any way to the Charged Assets;
- (j) **Redemption of Security:** to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of encumbrancers;
- (k) **Employment:** to appoint and discharge officers, employees, agents and advisors and others for the purposes of this Deed and to discharge any person appointed by the relevant Chargor;
- (l) **Receipts:** to give a valid receipt for any moneys and execute any document which is necessary or desirable for realising any Charged Assets;
- (m) **Insolvency Act 1986:** to exercise all powers set out in Schedule 1 or Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, Schedule B1 or Schedule 2, as the case may be, after the date of this Deed; and
- (n) **Other powers:** to do all such other acts and things the Receiver may consider necessary or expedient for preserving, improving or realising the Charged Assets or the getting in and collection of the Charged Assets (or any assets which when got in would constitute Charged Assets) or which are incidental to the exercise of any of the rights, powers and discretions conferred on the Receiver under or by virtue of this Deed or by law.

Each of the powers specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph or the order in which they appear.

15.3 Agent of Chargor: Any Receiver shall be the agent of the relevant Chargor for all purposes unless and until the relevant Chargor goes into liquidation after which time the Receiver shall act as principal and shall not become agent of the Secured Parties. Subject to any applicable law, the Chargors alone shall be responsible for his contracts, engagements, acts, omissions, defaults and liabilities. No Secured Party shall incur any liability by reason of the appointment of a Receiver under this Deed.

15.4 Remuneration: The Security Agent may from time to time determine the remuneration of any Receiver and the maximum rate specified in section 109(6) of the LPA will not apply. The Security Agent may direct payment of such remuneration out of moneys accruing to the Receiver but the Chargors alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

16. DISTRIBUTION

16.1 Application: All moneys from time to time received or recovered by the Security Agent or a Receiver or Delegate pursuant to this Deed or pursuant to the powers conferred by it shall (subject to the terms of the Intercreditor Agreement and the payment of any liabilities having priority to the Secured Liabilities by law and by way of variation of the provisions of the LPA) in or toward discharge of the Secured Liabilities in accordance with the Intercreditor Agreement.

16.2 Partial application: All moneys from time to time received by the Security Agent from any Chargor or any person liable to pay the same or from any Receiver or otherwise on the realisation or enforcement of the Charges may, subject to Clause 16.1 (*Application*), be applied by the Security Agent either as a whole or in such proportion as the Security Agent shall think fit to any account or item of account or any transaction to which the same may be applicable.

17. SECURITY AGENT'S RIGHTS

17.1 General rights: All or any of the rights which are conferred by this Deed (either expressly or impliedly) or by law upon a Receiver may be exercised after the Charges become enforceable by the Security Agent or, to the extent permitted by law, an Administrator, irrespective of whether the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

17.2 Redemption of prior Security:

- (a) Subject to the Intercreditor Agreement and Clause 14.3 (*Effect of moratorium*), in the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security or upon the exercise of any power of sale under this Deed by the Security Agent or any Receiver, the Security Agent may at any time redeem any Security having priority to any Charges or procure the transfer of that Security to itself and may settle the accounts of the prior encumbrancer and any accounts so settled shall, in the absence of manifest error, be conclusive and binding on Each Chargor.
- (b) Each Chargor shall, on demand by the Security Agent, pay to the Security Agent all the costs and expenses incurred by it in connection with any such redemption or transfer.
- (c) All the rights conferred by a prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or a Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder.

17.3 Delegation:

- (a) The Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period any of the rights, powers or discretions vested in it under this Deed.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for

any loss incurred by reason of any misconduct, omission or default on the part of any such delegate or sub delegate.

- 17.4 **Continuation of accounts:** At any time following the commencement of the winding-up of any Chargor or if any Secured Party receives notice or is deemed to have received notice of any subsequent Security affecting the Charged Assets or of any assignment or transfer the Secured Party may open a new account with it in the name of that Chargor. If the Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when the winding-up commenced or the Secured Party received, or was deemed to have received, notice of such subsequent Security. All payments made thereafter by a Chargor to that Secured Party shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the winding-up commenced or the Security Agent received such notice.
- 17.5 **Retention of documents:** The Security Agent shall be entitled to continue to retain any document delivered to it under this Deed relating to a Charged Asset until the Charges over such Charged Asset are released in accordance with this Deed. If, for any reason, it ceases to hold any such document before such time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply with that requirement or procure that it is complied with.
- 17.6 **Custody:** The Security Agent shall be entitled to keep all certificates and documents of title relating to the Charged Assets in safe custody at any of its branches or otherwise provide for their safe custody by third parties and shall not be responsible for any loss or damage occurring to or in respect thereof unless such loss or damage shall be caused by its own gross negligence or wilful misconduct.
- 17.7 **Recovery of debts:** The Security Agent and any manager or officer of the Security Agent or of any branch is hereby irrevocably empowered on or after the date the Charges are first enforced to receive all Monetary Claims and on payment to give an effectual discharge therefor and on non-payment to take (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of each Chargor or in the name of the Security Agent for the recovery thereof and also to agree accounts and to make allowances and to give time to any surety. Neither the Security Agent nor any Receiver shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Monetary Claims or to make any claims or take any other action to collect or enforce the same.
18. **RESPONSIBILITIES OF SECURITY AGENT, RECEIVERS AND DELEGATES**
- 18.1 **No obligation to remain in possession:** If the Security Agent, any Receiver or any Delegate shall take possession of the Charged Assets, it may from time to time in its absolute discretion relinquish such possession.
- 18.2 **No liability as mortgagee in possession:** Neither the Security Agent nor any Receiver or Delegate will be liable, by reason of entering upon or into possession of a Charged Asset (or viewing or repairing any Charged Assets or otherwise), to account as mortgagee in possession in respect of any Charged Assets or for any loss upon realisation or for any neglect, default or omission in respect of any Charged Assets for which a mortgagee in possession might otherwise be liable.
- 18.3 **Security Agent's obligation to account:** Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason):

- (a) be liable to account to any Chargor or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to that Chargor or the persons entitled (or at the time of payment believed by the Security Agent to be entitled) thereto; or
- (b) be liable to that Chargor or any other person for any costs, losses, liabilities; or
- (c) be liable for expenses related to any realisation of any Charged Assets, unless such expense is caused solely by its own fraud, gross negligence or wilful misconduct.

19. POWER OF ATTORNEY

19.1 Appointment: Each Chargor by way of Security irrevocably appoints the Security Agent, every Receiver and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time after which the Security pursuant to this Deed is enforceable and in such manner as the attorney thinks fit:

- (a) to do all acts and things which that Chargor is obliged to do under this Deed (or any other Debt Document but has failed to do, including, without limitation:
 - (i) to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Charged Investments which has been executed in blank by that Chargor and, in the case of registered Charged Investments, to procure the registration of the transferee as the holder of the relevant Charged Investments in circumstances in which the Charged Investments are to be transferred under the terms of this Deed;
 - (ii) to execute charges over, transfers, conveyances, assignments and assurances of, and all other instruments, notices, orders and directions relating to, the Charged Assets; and
 - (iii) to register or renew registration of the existence of the Charges or the restrictions on dealing with the Charged Assets in any register;
- (b) to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under this Deed, including on an enforcement of the Charges over such Charged Assets; and
- (c) to exercise any right conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets under this Deed or any other Debt Document or by law after such right has become exercisable.

19.2 Ratification: Each Chargor agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 19.1 (*Appointment*).

19.3 Sums recoverable: All moneys expended by the Security Agent, any Receiver, any Delegate or any attorneys shall be recoverable from the Chargors under Clause 21 (*Expenses, stamp duty and indemnities*) below and Clause 18 of the Intercreditor Agreement.

20. **PROTECTION OF THIRD PARTIES**

- 20.1 **No duty to enquire:** No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:
- (a) whether any right which the Security Agent or any Receiver or Delegate is purporting to exercise or any of its powers has arisen or become exercisable;
 - (b) whether the Secured Liabilities have become payable or any amount remains outstanding under the Debt Documents;
 - (c) as to the application of any money borrowed or raised or paid to the Security Agent or any Receiver, Administrator or Delegate; or
 - (d) as to the propriety or regularity of such dealings.
- 20.2 **Receipt:** The receipt of the Security Agent or any Receiver or Delegate shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or in making any acquisition, the Security Agent or any Receiver may do so for any such consideration, in such manner and on such terms as it thinks fit.
- 20.3 **Statutory protection:** All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Secured Party, any Receiver or any Delegate.
- 20.4 **Tacking:** Subject to the terms of the Financing Documents, each Lender is under an obligation to make further advances and that obligation will be deemed to be incorporated in this Deed as if set out in this Deed.

21. **EXPENSES, STAMP DUTY AND INDEMNITIES**

- 21.1 **Expenses:** Each Chargor shall on demand pay to and reimburse the Security Agent or any other Secured Party, Receiver, Delegate, agent or attorney, on the basis of a full indemnity, all costs and expenses (including legal fees and other out of pocket expenses and any VAT) incurred by the Security Agent or any other Secured Party, Receiver, Delegate, agent or attorney in connection with exercising their rights where the Security has become enforceable pursuant to this Deed and shall indemnify them against any failure to pay such amounts including any amounts arising from any actual or alleged breach of any Environmental Law or other law.
- 21.2 **Indemnity:** Each Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Agent, its attorneys and any Receiver in accordance with Clause 17 (*Costs and Expenses*) and Clause 18 (*Other Indemnities*) of the Intercreditor Agreement.
- 21.3 **Stamp Taxes:** Each Chargor shall on demand pay to and indemnify the Security Agent, each other Secured Party or any Delegate, agent or attorney from and against any liability for any stamp duty, stamp duty reserve, stamp duty land tax, documentary or registration or similar Taxes or notarial fees which are or may subsequently become payable in connection with the entry into, performance, execution or enforcement of this Deed or to which this Deed may otherwise be or become subject or give rise. Each Chargor shall in addition on demand indemnify the Security Agent, each other Secured Party or any

Delegate, agent or attorney from and against any losses or liabilities which they incur as a result of any delay or omission by that Chargor to so pay any such amounts.

21.4 **Currency Indemnity:** The provisions of Clause 17.6 (*Currency Indemnity*) shall apply to this Deed as if set out herein.

22. PAYMENTS

22.1 **Certificates:** A certificate, determination, notification or opinion of the Security Agent or any other Secured Party as to the amount of the Secured Liabilities or any other matter connected with this Deed or the Charges shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

22.2 **Payments:** All payments under or pursuant to this Deed (including damages in respect of breaches hereof) shall be made in accordance with the Intercreditor Agreement or in such other manner as the Security Agent may agree and direct.

23. EFFECTIVENESS OF SECURITY

23.1 **Chargors' obligations continuing:** Each Chargor's obligations under Clause 2 (*Guarantee and covenant to pay*) and the Charges are continuing obligations and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

23.2 **Cumulative rights:** The rights and remedies provided in this Deed are cumulative and in addition to and independent of and not in any way prejudiced by any rights or remedies provided by law or any other Security, guarantees or rights of set-off or combination thereof held by any Secured Party.

23.3 **Failure to exercise rights:** No failure by the Security Agent to exercise or delay in the exercise of any right or remedy under this Deed will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

23.4 **Immediate recourse:** This Deed and the Chargors' obligations under this Deed are in addition to, and not to be prejudiced by or to be merged with, any other guarantee, indemnity or Security at any time existing in favour of any person. Each Chargor waives any right it may have to require any Secured Party (or any trustee or agent on its behalf) to make demand of, proceed against or enforce any other rights or Security or claim payment from any person before claiming against such Chargor. This waiver applies irrespective of any law or any provision of any Debt Document (other than the Intercreditor Agreement) to the contrary.

23.5 **Grant of waivers:** A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

23.6 **Waiver of defences:** As between each Chargor and the Secured Parties but without affecting the obligations of any Borrower (as defined in the Debt Documents), each Chargor shall be liable under Clause 2 (*Guarantee and covenant to pay*) as if it were the principal debtor and not merely a surety. Neither the Charges nor the obligations of each Chargor under this Deed shall be discharged or affected by (and each Chargor hereby irrevocably waives any defences it may now or hereafter acquire in any way relating to) any act,

omission, matter or thing which, but for this Clause 23.6, would reduce, release or prejudice any of its obligations under any Debt Document (without limitation and whether or not known to that Chargor or any Secured Party) including:

- (a) any time, waiver or consent given to, or any composition with, any Debtor or any other person;
- (b) the release of Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group or any other person;
- (c) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatever nature) or replacement of any Debt Document or any other document or Security, including without limitation any change in the purpose of any new or increased advances or utilisations, any extension of any date for payment or any increase in any commitment or facility or the issue of any additional notes or the addition of any new facility under any Debt Document or other document or Security;
- (d) the taking, perfection, enforcement, variation, compromise, exchange, renewal, release of, or the refusal or neglect to take, perfect or enforce, any rights against, or Security over, assets of, or any guarantee or undertaking given by, any Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or constitution or status of any Debtor or any other person;
- (f) the illegality, invalidity or unenforceability of any obligation of any person under, or expressed to arise under, any Debt Document or other document or Security;
- (g) any insolvency or similar proceedings under the laws of any jurisdiction or the making of any arrangement or composition with or for the benefit of creditors by any Debtor, any Secured Party or any other person;
- (h) any Secured Party ceasing or refraining from giving credit or making loans or advances to or otherwise dealing with any Debtor or any other person (but without prejudice to any rights which any Chargor may have against a Secured Party by reason of default by that Secured Party under the Debt Documents); or
- (i) the failure of any Secured Party to disclose to any Chargor any information relating to the business, assets, financial condition or prospects of any other Debtor now or hereafter known to such Secured Party (each Chargor waiving any duty on the part of the Secured Parties to disclose such information).

23.7 Deferral of Chargor's rights: Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full or the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have (by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under this Deed):

- (a) to be indemnified by any other Debtor;
- (b) to claim any contribution or payment from any other provider of Security or surety of any Debtor's obligations under the Debt Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Parties under the Debt Documents or of any other Security or guarantee taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which any Debtor has given a guarantee, undertaking or indemnity under this Deed;
- (e) to exercise any right of set-off against any Debtor; and/or
- (f) to claim or prove as a creditor of any Debtor in competition with any Secured Party.

that Chargor shall hold any benefit, payment or distribution received or recovered by it as a result of any exercise of any such right on trust for the Secured Parties and shall pay an amount equal to the amount received or recovered immediately to the Security Agent.

23.8 Partial invalidity: If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect (or any of the Charges intended to be created by or pursuant to this Deed is ineffective) in any jurisdiction, that shall not affect the legality, validity or enforceability of:

- (a) the remaining provisions or the effectiveness of any of the remaining Charges in that jurisdiction; or
- (b) that or any other provision or the effectiveness of such Charges in any other jurisdiction.

23.9 Reinstatement: If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or Debtor or any Security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, Security or other disposition which is avoided or reduced (or must be restored in insolvency, liquidation, administration or otherwise, without limitation), then:

- (a) the liability of each Chargor and Debtor and the Charges will continue or be reinstated as if the discharge, release or arrangement, avoidance or reduction had not occurred;
- (b) each Secured Party shall be entitled to recover the value or amount of that payment, Security or arrangement from each Chargor, as if the avoidance or reduction had not occurred, together with any other cost, loss, expense or liability incurred by such Secured Party as a result of such avoidance or reduction; and
- (c) each Chargor shall on demand indemnify the Security Agent against any funding or other cost, loss, liability or expense incurred by the Security Agent as a result of the Security Agent being required for any reason to refund all or part of any amount received by it in respect of any of the Secured Liabilities.

23.10 Security retention: If the Security Agent considers that any amount paid or credited under any Debt Documents is capable of being avoided or otherwise set aside under any laws relating to insolvency or otherwise that amount shall not be treated as paid for the purposes of determining whether the Secured Liabilities have been paid.

23.11 Final redemption:

- (a) The Security Agent shall at the cost of the relevant Chargors on the Release Date or following receipt of a notice under paragraph (b) below, take all reasonable steps to release and/or re-assign the Charged Assets from the Charges but without recourse to or any representation or warranty by the Security Agent or any of its nominees.
- (b) If the Chargors are entitled to, under the terms of the Debt Documents, and wish to require the release of the Charges in whole or part, they shall give the Security Agent not less than seven Business Days' prior notice in writing requesting release of the Charges.
- (c) All documents which are necessary in connection with the redemption of the Charges or the transfer of the Charged Assets back to the relevant Chargor shall be in such form as the Security Agent shall require.

23.12 Consolidation: Section 93 of the LPA (restricting the right of consolidation of the Charges with any other Security) shall not apply to the Charges and the Security Agent may consolidate all or any of the Charges with any other Security to the extent lawful.

23.13 Appropriations: Until all Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have been terminated, each Secured Party (or any trustee or agent on its behalf) may, subject to the terms of the Intercreditor Agreement and without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

24. CURRENCY

24.1 Currency conversion: A Secured Party may exercise such rights notwithstanding that the obligations concerned may be expressed in different currencies and each Secured Party is authorised to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the setoff.

25. COMMUNICATIONS

25.1 Communications in writing: Any communication to be made under or in connection with this Deed shall be made in writing in the English language and, unless otherwise stated, may be made by letter.

25.2 Addresses and Delivery: All notices, consents, requests, approvals, demands, or other communication by any party to this Deed shall be sent and delivered in accordance with the provisions of Clause 21 of the Intercreditor Agreement

26. COUNTERPARTS

26.1 Counterparts: This 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 Deed.

26.2 Non-signatories: Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a future date and will thereupon become bound by its provisions.

27. CHANGES TO PARTIES

27.1 Assignment: The Security Agent and any Secured Party may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with and subject to the Debt Documents. Subject to the provisions of the Intercreditor Agreement, the Security Agent shall be entitled to disclose such information concerning the Chargors and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect successor, or to any person to whom information may be required to be disclosed by any applicable law.

27.2 Accession:

- (a) Each Chargor shall procure that any new Subsidiary of it which is required to do so by the terms of a Debt Document executes a Security Accession Deed and thereby charges its assets and undertaking contemplated by this Deed to the Security Agent.
- (b) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 27.1 (*Assignment*) and irrevocably appoints LumiraDx Group Limited as its agent for the purpose of executing accession deeds on its behalf.

28. GOVERNING LAW AND SUBMISSION TO JURISDICTION

28.1 Governing law: This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by, and construed in accordance with, English law.

28.2 Jurisdiction:

- (a) Subject to paragraph (c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) or the consequences of its nullity (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- (c) This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
 - (i) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

28.3 Service of process: Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):

- (a) irrevocably appoints LumiraDx Group Limited as its agent for service of documents starting proceedings before the English courts in connection with this Deed or any documents required to be served in relation to such proceedings, which appointment LumiraDx Group Limited accepts by signing this Deed;
- (b) agrees that failure by a process agent to notify the relevant Chargor of any process will not invalidate the proceedings concerned; and
- (c) agrees that if the entity nominated by it in paragraph (a) above is unable to act as its agent for service of process for any reason, it shall immediately appoint another process agent on the same terms or other terms acceptable to the Security Agent, failing which the Security Agent may select a replacement process agent for such purpose.)

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed and delivered as a deed on the date first written above.

SCHEDULE 1
The Chargors

Chargor	Register Number
ACS Acquisition, LLC	5616157 ¹
LumiraDx Investment Limited	10260187
LumiraDx Group Limited	09198288
LumiraDx International Limited	09124383
LumiraDx UK Limited	09206123
LumiraDx Brazil Holdings Limited	09587090
Point of Care Testing Limited	04623673
LumiraDx Care Solutions Ltd	03473597
LumiraDx Colombia Holdings Ltd	09713002
LumiraDx Limited	314391 ²

¹ Delaware, United States

² Cayman Islands

SCHEDULE 2
Details of the Scheduled Real Property

<u>Registered land</u>			
<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Title No.</u>
None at the date of this Deed.			
<u>Unregistered land</u>			
<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Root of title</u>
LumiraDx Care Solutions UK Ltd (formerly known as Sullivan Cuff Software Limited)	Camborne, Cornwall	Unit 1 and Unit 2 North Crofty on the Tolvaddon Energy Park, Camborne, Cornwall	Unregistered lease of less than 7 years (freehold title number CL312248)

SCHEDULE 3
Part 1 - Details of the Scheduled Intellectual Property

License Agreements

None

Registered Intellectual Property

Patents

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country	Case Status	Most recent action
LumiraDx UK Ltd		GB1014805.4	N/A	Microfluidics based assay device	GB	Priority document	
LumiraDx UK Ltd		WO2011GB01315 20110907	WO2012032294	Assay Device and Reader	PCT	Published	
LumiraDx UK Ltd	PE953884CN	201180043177.4	CN103097029	Assay Device	China	Under examination -	Office action responded to and reported to client on 15.6.2016
LumiraDx UK Ltd	PE953884EP	11767279	EP2613881	Assay Device	European Patent Office India	Under examination -	21.06.2016 1st Office action issued - response due in 4 months.
LumiraDx UK Ltd	PE953884IN	1657/DELNP/2013		Assay Device	India	Awaiting examination	Form 3 submitted 28.1.2015
LumiraDx UK Ltd	PE953884JP	2013-527674	JP2013536952	Assay Device	Japan	Under examination	Response to office action submitted to JPO 1.10.2015

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LumiraDx UK Ltd	PE953884US	13/820928	US20130309778	Assay Device	United States of America	Under examination –	Office action received - Deadline for response - 8.9.2016 - extensions available until 8.12.2016 -
LumiraDx UK Ltd		GB1102037.7	N/A	Microfluidics based assay device	GB	Priority document	
LumiraDx UK Ltd		WO2012GB00122	WO2012107717	Microfluidics based assay device	PCT	Published	
LumiraDx UK Ltd	PE954360CN	201280007463.X	CN103348245	Microfluidics based assay device/method	China	Granted	Case granted - Grant fees and 5th year annual fee paid 4.1.2016 - Patent certificate still to be received.
LumiraDx UK Ltd	PE954360EP	12709137.9	EP2673643	Microfluidics based assay device/method	European Patent Office	Under examination –	05.01.2015 Amended claims with annotations filed and reply to 1st OA filed. Response available on ESPACENET. Form 3 submitted 25.5.2015
LumiraDx UK Ltd	PE954360IN	5321/DELNP/2013		Microfluidics based assay device/method	India	Awaiting examination	
LumiraDx UK Ltd	PE954360JP	2013-552254	JP2014505556	Microfluidics based assay device/method	Japan	Case accepted	Case accepted. Grant and annuity fees paid 14.4.2016. Awaiting original grant certificate.
LumiraDx UK Ltd	PE954360US	13/983650	US20140017709	Microfluidics based assay device/method	United States of America	Case accepted	Case accepted. Grant fees paid 13.4.2016. Original grant certificate still to be received.
LumiraDx UK Ltd	PE954360USA	15/155594	N/A	Microfluidics based assay device/method	United States of America	Continuation filed	Application filed 16.5.2016 - Further action required by 2.8.2016
LumiraDx UK Ltd		GB1611442.3	N/A	Fluid Control	GB	Priority document	Application filed 30.6.2016. Reported to client 1.7.2016


LumiraDx UK 763.00/L 1611469.6 N/A GB Improvements in or Relating to Nucleic Acid Amplification Processes Priority document Application date 30/06/2016



Trade Marks




Registered Owner	Country	Trade Mark	App/Reg No.	Date	Class(es)	Status
Lumira Brazil Holdings Ltd	Argentina	LumiraDx	3460283	25-Nov-15	10	Application filed
Lumira Brazil Holdings Ltd	Argentina	LumiraDx	3460284	25-Nov-15	44	Application filed
Lumira Brazil Holdings Ltd	Argentina	LUMIRATEK	3460281	25-Nov-15	10	Application filed
Lumira Brazil Holdings Ltd	Argentina	LUMIRATEK	3460282	25-Nov-15	44	Application filed
LumiraDx International Ltd	Australia (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
Lumira Diagnostics Ltd	Australia (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Pending
Lumira Diagnostics Ltd	Brazil	LUMIRATEK	910345333	30-Nov-15	10	Application filed
Lumira Diagnostics Ltd	Brazil	LumiraDx	910328668	26-Nov-15	10	Application filed
Lumira Diagnostics Ltd	Brazil	LumiraDx	910328790	26-Nov-15	44	Application filed
Lumira Diagnostics Ltd	Brazil	LUMIRATEK	910345279	30-Nov-15	44	Application filed

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Lumira Diagnostics Ltd	Canada	LumiraDx	1756944	27-Nov-15	Wares & services	Examination report received
Lumira Diagnostics Ltd	Canada	LUMIRATEK	1756943	27-Nov-15	Wares & services	Examination report received
LumiraDx International Ltd	China	LUMIRATEK	Awaiting official number	09-Aug-16	10	Application filed
LumiraDx International Ltd	China	LUMIRATEK	Awaiting official number	09-Aug-16	42	Application filed
LumiraDx International Ltd	China	LUMIRATEK	Awaiting official number	09-Aug-16	44	Application filed
LumiraDx International Ltd	China	LUMIRADX	Awaiting official number	09-Aug-16	10	Application filed
LumiraDx International Ltd	China	LUMIRADX	Awaiting official number	09-Aug-16	42	Application filed
LumiraDx International Ltd	China	LUMIRADX	Awaiting official number	09-Aug-16	44	Application filed
LumiraDx International Ltd	China	 lumiraDx	Awaiting official number	09-Aug-16	10	Application filed
LumiraDx International Ltd	China	 lumiraDx	Awaiting official number	09-Aug-16	42	Application filed
LumiraDx International Ltd	China	 lumiraDx	Awaiting official number	09-Aug-16	44	Application filed
LumiraDx International Ltd	China	LUMIRATEK	Awaiting official number	09-Aug-16	10	Application filed

LumiraDx International Ltd	China	LUMIRADx	Awaiting official number	09-Aug-16	42	Application filed
LumiraDx International Ltd	China	 lumiraDx	Awaiting official number	09-Aug-16	44	Application filed
Lumira Diagnostics Ltd	China	LUMIRATEK	18908833	18-Jan-16	10	Notice of Correction received
Lumira Diagnostics Ltd	China	LUMIRATEK	18908832	18-Jan-16	44	Response to Notice of Correction filed – awaiting formal examination
Lumira Diagnostics Ltd	China	LumiraDx	18421952	25-Nov-15	10	Response to Notice of Correction filed – awaiting formal examination
Lumira Diagnostics Ltd	China	LumiraDx	18421951	25-Nov-15	44	Response to Notice of Correction filed – awaiting formal examination

LumiraDx International Ltd	Colombia (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Pending
LumiraDx International Ltd	Colombia (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
LumiraDx International Ltd	European Union Intellectual Property Office (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Pending
LumiraDx International Ltd	European Union Intellectual Property Office	LumiraDx	14172761	27-May-15	10, 44	Registered
LumiraDx International Ltd	European Union Intellectual Property Office	 LumiraDx	14172787	27-May-15	10, 44	Registered
Lumira Holdings Ltd	European Union Intellectual Property Office	LUMIRA	14172753	27-May-15	10, 44	Registered
LumiraDx International Ltd	European Union Intellectual Property Office	LUMIRATEK	15617608	05-Jul-16	10, 42, 44	Published
Lumira Diagnostics Ltd	India (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Pending
LumiraDx International Ltd	India (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
LumiraDx International Ltd	Indonesia	LUMIRATEK	D00 2016 038613	18-Aug-16	10, 42, 44	Application filed
LumiraDx International Ltd	Indonesia	LUMIRADx	D00 2016 038612	18-Aug-16	10, 42, 44	Application filed
LumiraDx International Ltd	Indonesia	 LumiraDx	D00 2016 038611	18-Aug-16	10, 42, 44	Application filed
LumiraDx International Ltd	Japan (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
Lumira Diagnostics Ltd	Japan (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Pending

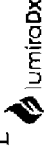
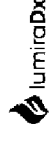
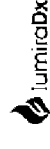
LumiraDx International Ltd	Madrid Protocol(TM)	LumiraDx	1298191	25-Nov-15	10, 44	Registered
Lumira Diagnostics Ltd	Madrid Protocol(TM)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 44	Response to formalities notice filed at WIPO
LumiraDx International Ltd	Malaysia	LUMIRADX	Awaiting official number	27-Jul-16	44	Application filed
LumiraDx International Ltd	Malaysia	 lumiraDx	Awaiting official number	27-Jul-16	10	Application filed
LumiraDx International Ltd	Malaysia	 lumiraDx	Awaiting official number	27-Jul-16	42	Application filed
LumiraDx International Ltd	Malaysia	 lumiraDx	Awaiting official number	27-Jul-16	44	Application filed
LumiraDx International Ltd	Malaysia	LUMIRATEK	Awaiting official number	27-Jul-16	10	Application filed
LumiraDx International Ltd	Malaysia	LUMIRATEK	Awaiting official number	27-Jul-16	42	Application filed
LumiraDx International Ltd	Malaysia	LUMIRATEK	Awaiting official number	27-Jul-16	44	Application filed
LumiraDx International Ltd	Malaysia	LUMIRADX	Awaiting official number	27-Jul-16	10	Application filed
LumiraDx International Ltd	Malaysia	LUMIRADX	Awaiting official number	27-Jul-16	42	Application filed
Lumira Diagnostics Ltd	Mexico (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10	Pending

Lumira Diagnostics Ltd	Mexico (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	35	Pending
Lumira Diagnostics Ltd	Mexico (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	42	Pending
Lumira Diagnostics Ltd	Mexico (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	44	Pending
LumiraDx International Ltd	Mexico (Madrid)	LumiraDx	1298191	25-Nov-15	10	Pending
LumiraDx International Ltd	Mexico (Madrid)	LumiraDx	1298191	25-Nov-15	44	Pending
LumiraDx International Ltd	Republic of Korea (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
Lumira Diagnostics Ltd	Republic of Korea (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 42, 44	Pending
Lumira Diagnostics Ltd	Russian Federation (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 42, 44	Pending
LumiraDx International Ltd	Russian Federation (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
LumiraDx International Ltd	Singapore (Madrid)	LumiraDx	1298191	25-Nov-15	10, 44	Pending
Lumira Diagnostics Ltd	Singapore (Madrid)	LUMIRATEK	Awaiting official number	22-Feb-16	10, 35, 42, 44	Pending
LumiraDx International Ltd	South Africa	LUMIRATEK	2016/20571	25-Jul-16	10	Application filed
LumiraDx International Ltd	South Africa	LUMIRATEK	2016/20573	25-Jul-16	42	Application filed

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LumiraDx International Ltd	South Africa	LUMIRATEK	2016/20574	25-Jul-16	44	Application filed
LumiraDx International Ltd	South Africa	LUMIRADX	2016/20602	25-Jul-16	10	Application filed
LumiraDx International Ltd	South Africa	LUMIRADX	2016/20604	25-Jul-16	42	Application filed
LumiraDx International Ltd	South Africa	LUMIRADX	2016/20605	25-Jul-16	44	Application filed
LumiraDx International Ltd	South Africa	 LumiraDx	2016/20607	25-Jul-16	10	Application filed
LumiraDx International Ltd	South Africa	 LumiraDx	2016/20609	25-Jul-16	42	Application filed
LumiraDx International Ltd	South Africa	 LumiraDx	2016/20610	25-Jul-16	44	Application filed
Lumira Diagnostics Ltd	South Africa	LUMIRATEK	2015/30765	28-Oct-15	10	Examination report received
Lumira Diagnostics Ltd	South Africa	LUMIRATEK	2015/30766	28-Oct-15	44	Examination report received
Lumira Diagnostics Ltd	South Africa	LumiraDx	2015/30767	28-Oct-15	10	Examination report received
Lumira Diagnostics Ltd	South Africa	LumiraDx	2015/30768	28-Oct-15	44	Examination report received
LumiraDx International Ltd	United Kingdom	LumiraDx	3133056	23-Oct-15	10, 42, 44	Registered
LumiraDx International Ltd	United Kingdom	LUMIRATEK	3133052	23-Oct-15	10, 42, 44	Registered
LumiraDx International Ltd	United States of America	LUMIRADX	87103711	14-Jul-16	10, 42, 44	Examination in progress

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Lumira Diagnostics Ltd United States of America (Madrid) LUMIRATEK Awaiting official number 22-Feb-16 10, 35, 42, 44 Pending

Registered Owner Design Rights Country Application/Registration Number

None at the date of this Deed.

Owner Unregistered Intellectual Property Description of Work/Design/Database Intellectual Property

None at the date of this Deed.

Domain Names

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Domain Name	Registration Service Provider	Registrant	Renewal Date
pointofcaretesting.com	Expresspost.com	Point of Care Testing Ltd	14-Jun-17
pointofcaretesting.co.uk	Krystal.co.uk	Point of Care Testing Ltd	9-Oct-17
pointofcaretesting.net	Krystal.co.uk	Point of Care Testing Ltd	9-Oct-17
pocf.co.uk	1and1	Point of Care Testing Ltd	1-Dec-17
pocf.org	BB Online	Point of Care Testing Ltd	15-Nov-16
nearpatienttesting.co	123-Reg	Point of Care Testing Ltd	11-Nov-16
nearpatienttesting.net	123-Reg	Point of Care Testing Ltd	8-Oct-17
nearpatienttesting.org	123-Reg	Point of Care Testing Ltd	12-Nov-16
nearpatienttesting.com	123-Reg	Point of Care Testing Ltd	25-Nov-16
nearpatienttesting.eu	123-Reg	Point of Care Testing Ltd	8-Oct-17
pocf.co	123-Reg	Point of Care Testing Ltd	19-Jul-16
pointofcaretesting.co	123-Reg	Point of Care Testing Ltd	26-Jul-16
pocg.co.uk	Discount Domains	Point of Care Testing Ltd	16-May-17
pointofcaregroup.co.uk	Discount Domains	Point of Care Testing Ltd	16-May-17
pointofcaregroup.com	Discount Domains	Point of Care Testing Ltd	16-May-17
pointofcarelaboratories.co.uk	Discount Domains	Point of Care Testing Ltd	16-May-17
pointofcarelaboratories.com	Discount Domains	Point of Care Testing Ltd	16-May-17
pocg.org	Discount Domains	Point of Care Testing Ltd	19-Sep-17
pocf.org	Discount Domains	Point of Care Testing Ltd	19-Sep-17
pointofcaregroup.org	Discount Domains	Point of Care Testing Ltd	19-Sep-17
pointofcarelaboratories.org	Discount Domains	Point of Care Testing Ltd	19-Sep-17

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Part 2 – Details of Excluded Patents

Registered Intellectual Property

Patents

Registered Owner	Country	Official No.	Title	Filing Date	Issue Date
N/A	United States of America	60/180,915	Intelligent Data network with power management capabilities	8/2/2000	N/A
FitLinxx, Inc.	United States of America	7,187,924	Intelligent Data network with power management capabilities	8/2/2001	6/3/2007
FitLinxx, Inc.	United States of America	7,466,979	Intelligent Data network with power management capabilities	11/4/2006	16/12/2008
FitLinxx, Inc.	United States of America	7,937,121	Intelligent Data network with power management capabilities	5/12/2008	3/5/2011
FitLinxx, Inc.	United States of America	8,150,424	Intelligent Data network with power management capabilities	11/4/2011	3/4/2012
FitLinxx, Inc.	United States of America	8,606,338	Intelligent Data network with power management capabilities	17/1/2012	10/12/2013

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FitLinxx, Inc.	United States of America	14/062,242	Intelligent Data with network power management capabilities	24/10/2013	N/A
FitLinxx, Inc.	United States of America	6,336,365	Low-cost accelerometer	24/8/1999	8/1/2002
N/A	United States of America	60/796,763	Intelligent Device and Data Network	N/A	N/A
N/A	United States of America	60/813,846	Intelligent Device and Data Network	N/A	N/A
FitLinxx, Inc.	United States of America	13/480,169	Intelligent Device and Data Network	24/5/2012	N/A
FitLinxx, Inc.	United States of America	14/333,601	Intelligent Device and Data Network	17/7/2014	N/A
FitLinxx, Inc.	United States of America	11/799,033	Intelligent Device and Data Network	30/4/2017	N/A
FitLinxx, Inc.	United States of America	61/566,528	Intelligent Activity Monitoring	2/12/2011	N/A
FitLinxx, Inc.	United States of America	13/690,313	Intelligent Activity Monitoring	30/11/2012	N/A
FitLinxx, Inc.	United States of America	13/840,098	Versatile Sensors with Data Fusion Functionality	15/3/2013	N/A
FitLinxx, Inc.	United States of America	14/184,042	Versatile Sensors with Data Fusion Functionality	19/2/2014	N/A

FitLinxx, Inc.	United States of America	14/491,441	Health Monitor	19/9/2014	N/A
FitLinxx, Inc.	United States of America	14/757,584	Health Monitor	23/12/2015	N/A
FitLinxx, Inc.	United States of America	61/602,819	Intermediate Audio Link and Apparatus for Device-to-Device Communications	24/2/2012	N/A
FitLinxx, Inc.	United States of America	14/380,701	Intermediate Audio Link and Apparatus for Device-to-Device Communications	22/8/2014	N/A
Welch Allyn, Inc.	United States of America	8,214,007	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	1/11/2006	3/7/2012
Welch Allyn, Inc.	United States of America	8,630,699	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	5/6/2012	14/1/2014
Welch Allyn, Inc.	United States of America	8,750,974	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	11/12/2013	10/6/2014
Welch Allyn, Inc.	United States of America	8,965,492	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	2/5/2014	24/2/2015

Welch Allyn, Inc.	United States of America	9,155,484	Disposable Electrode Module	13/1/2015	15/10/2015
Welch Allyn, Inc.	United States of America	14/880,413	Body Worm Physiological Sensor Device Having a Disposable Electrode Module	12/10/2015	N/A
Welch Allyn, Inc.	United States of America	14/880,366	Body Worm Physiological Sensor Device Having a Disposable Electrode Module	12/10/2015	N/A
FitLinxx, Inc.	United States of America	14/270,971	Body Worm Physiological Sensor Device Having a Disposable Electrode Module	6/5/2014	N/A
FitLinxx, Inc.	Europe	14769534.0	Clip for Securing a Wearable Item	15/3/2013	N/A
FitLinxx, Inc.	PCT	PCT/US14/56532	Versatile Sensor with Data Fusion Functionality	19/9/2014	N/A
			Versatile Sensor with Data Fusion Functionality		

Expired or Abandoned United States of America Patents

Official No.	Title	Issue Date	Filing Date	Expiration Date/Date of Abandonment
60/813,846	Intelligent Device and Data Network		15/6/2006	
60/795,763	Intelligent Device and Data Network		28/4/2006	
61/602,819	Intermediate Audio Link and Apparatus for Device-to-Device Communications		24/2/2012	
PCT/US2012/67310	Intelligent Activity Monitoring		30/11/2012	
11/799,033	Intelligent Device and Data Network		30/4/2007	30/6/2015
PCT/US14/22624	Versatile Sensor with Data Fusion			
PCT/US07/83156	Functionality Body Worn Physiological Sensor Device Having a Disposable Electrode Module			

<u>Trademarks</u>				
Country	Registration No.	Official No.	Trade Mark	Filing Date
United States of America		86/411,568	AMPSTRIP	1/10/2014
United States of America		86/411,570	FITLINXX AMPSTRIP	1/10/2014
United States of America	4,203,763	85/519,804	PEBBLE	19/1/2012
China		16613121	AMPSTRIP	1/4/2015
Europe	013883103	013883103	AMPSTRIP	27/3/2015
Australia	1684202	1684202	AMPSTRIP	28/3/2015

Unregistered Intellectual Property

Domain Names

Domain	Expiration Date
ACTIHEALTH.COM	18/5/2016
ACTIHEALTH.NET	18/5/2016
AMPSTRIP.COM	5/9/2016
AMPSTRIP.NET	5/9/2016
AMPSTRIP.COM	5/9/2016
AMPSTRIP.NET	5/9/2016
CONNECTDOWNLOAD.COM	17/1/2017
GETPEBBLEPLUS.COM	11/3/2016
GETPEBBLEPLUS.NET	11/3/2016
PEBBLEPLUS.COM	11/3/2016
PEBBLEPLUS.NET	11/3/2016
WELLARA.COM	23/9/2016
WELLARA.NET	23/9/2016
WELLARRA.COM	27/9/2016
FITSENSE.COM	16/9/2016

SCHEDULE 4
Details of the Scheduled Investments

Chargor	Shares held in	Percentage
LumiraDx Group Limited	LumiraDx International Limited	100%
LumiraDx Group Limited	LumiraDx Investment Limited	100%
LumiraDx Group Limited	LumiraDx Care Solutions UK Ltd	100%
LumiraDx Group Limited	LumiraDx UK Limited	100%
LumiraDx International Limited (Formerly Lumira Diagnostics Limited)	LumiraDx Brazil Holdings Limited	100%
LumiraDx International Limited (Formerly Lumira Diagnostics Limited)	Point of Care Testing Limited	100%
LumiraDx International Limited (Formerly Lumira Diagnostics Limited)	LumiraDx Colombia Holdings Ltd	65%
LumiraDx Limited	LumiraDx Group Limited	100%

SCHEDULE 5
Details of the Scheduled Personal Chattels

None

SCHEDULE 6
Details of the Scheduled Bank Accounts

Account Holder	Bank	Address	Account number	Currency	Account Type
LumiraDx Group Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	93965074	GBP	Current
LumiraDx Group Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	93965678	GBP	Deposit
LumiraDx Group Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74861102	USD	Current
LumiraDx Group Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74861491	USD	Deposit
LumiraDx UK Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	23964361	GBP	Current
LumiraDx UK Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	63965104	GBP	Deposit
LumiraDx UK Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74857747	USD	Current
LumiraDx UK Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74857873	USD	Deposit
LumiraDx International Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	63965260	GBP	Deposit
LumiraDx International Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	93965058	GBP	Current
LumiraDx International Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74860841	USD	Current
LumiraDx International Ltd	HSBC	60 Fenchurch Street, London EC3M 4BA, UK	74860868	USD	Deposit
Point Of Care Testing Ltd	Bank of Scotland	PO Box 1000 BX2 1LB, UK	06005382	GBP	Current
Point Of Care Testing Ltd	Bank of Scotland	110 St Vincent Street Glasgow GE 5ER, UK	06984040	GBP	Current
Point Of Care Testing Ltd	Bank of Scotland	PO Box 1000 BX2 1LB, UK	12171082	USD	Current
Point Of Care Testing Ltd	HSBC	56 Queen Street, Cardiff, CF10 2PX, UK	34041860	GBP	Current
LumiraDx Care Solutions UK Ltd	Lloyds	Helston (309407) Branch, UK	00048353	GBP	Current
LumiraDx Care Solutions UK Ltd	HSBC	17 Boscawen Street, Truro, TR1 2QZ, UK	11775715	GBP	Current

SCHEDULE 7
Notices for Bank Accounts

Part 1
Form of Notice to Account Bank for a Bank Account

To: [name of Account Bank]
[address]

Dated: [•]

Dear Sirs

[•] (the "Chargor")

Name of account

Account number and sort code

Debenture dated [•] made between[, amongst others,] the Chargor and [•] as Security Agent (the "Deed")

1. We hereby give notice that, pursuant to the Deed, the Chargor has charged (by way of first fixed charge) in favour of the Security Agent all its rights, title and interest in and to, the accounts with you listed above (the "Specified Accounts") and any other bank account maintained with you (the "Accounts"), including all moneys which may at any time be standing to the credit of such accounts. A copy of the Deed is enclosed. The Deed prohibits any dealing with the Accounts except with the consent of the Security Agent as provided in the Deed. Unless otherwise defined herein, all defined terms used shall have the meaning given to them in the Deed.
2. The Chargor hereby irrevocably and unconditionally instructs and authorises you:
 - (a) to disclose to the Security Agent any information relating to the Accounts which the Security Agent requests you to disclose;
 - (b) following notice from the Security Agent that the Security created under the Deed has become enforceable, to pay or to release any moneys standing to the credit of the Accounts, in accordance with any instructions which you receive from the Security Agent;
 - (c) following notice from the Security Agent that the Security created under the Deed has become enforceable, not to permit any withdrawal of any moneys standing to the credit of the Accounts, without the prior written consent of the Security Agent and to hold all such moneys to the order of the Security Agent; and
 - (d) following notice from the Security Agent that the Security created under the Deed has become enforceable, to comply with the terms of any written notices or instructions relating to the Deed and/or the Accounts and the debts represented by them which you receive from the Security Agent.

3. The Security Agent hereby confirms that it consents to the operation of the Accounts in the ordinary course of business pending any notice from the Security Agent.
4. The instructions and authorisations which are contained in this letter shall remain in full force and effect until the Chargor and the Security Agent together give you notice in writing revoking or amending them. You may comply with the instructions contained in this letter without further authority from the Chargor.
5. The instructions and authorisations in this letter supersede any instructions and authorisations to the contrary given to you by or on behalf of any Chargor.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Security Agent at [•] copied to us.

Yours faithfully

[*name of Chargor*]

[*name of Security Agent*]

By

Authorised Signatory

By

Authorised Signatory

Form of Acknowledgement of Notice to Account Bank for a Bank Account

To: [name of Security Agent]

Copy: [Chargor]

Dear Sirs

Debenture dated [•] between [•] (the "Deed")

We hereby acknowledge receipt of the notice (a copy of which is attached hereto (the "Notice")) dated [•] and addressed to us by you regarding the Accounts. Terms defined in the Notice shall have the same meanings when used in this letter. We hereby confirm that we:

- (a) accept the instructions and authorisations contained in the Notice and agree to comply with the terms thereof; and
- (b) have not received notice of any interest of any third party in any Account and/or the debts represented by them and to our knowledge there are no restrictions on the creation of Security over the Accounts pursuant to the Deed.

We agree that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Accounts and/or the debts represented by them, we will promptly notify you.

The only Account[s] maintained with us [is] [are] the Specified Account[s] referred to in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

[name of bank]

SCHEDULE 8
Real Property Undertakings

1. **Registration:** Each Chargor shall promptly provide, if so requested by the Security Agent:
 - (a) a clear Land Charges Registry search against Each Chargor or clear Land Registry priority search results in favour of the Security Agent on the appropriate Land Registry forms against all of the registered titles comprising each Chargor's interests comprised within the Charged Real Property and giving not less than 28 days priority;
 - (b) appropriate Land Registry application forms duly completed accompanied by all necessary Land Registry fees; and
 - (c) notice to the reversioner of the assignment/transfer of any headlease to the relevant Chargor and the charging of that headlease to the Security Agent, together with the appropriate registration fees, where such notification is required under those headleases.

2. **Leasing:** Each Chargor shall:
 - (a) not grant, or agree to grant, any lease or tenancy of all or any part of any Charged Real Property or confer or agree to confer upon any person any contractual licence or right to occupy or use any Charged Real Property save as permitted under the Debt Documents or in the ordinary course of business where such lease, tenancy, licence or right to occupy does not adversely affect the value of such Charged Real Property; and
 - (b) comply with all material obligations imposed on it and take reasonable steps to enforce the performance of all material obligations owed to it by any person under any lease, licence or other agreement giving the right to occupy any Charged Real Property and shall not do anything or permit anything to be done which could result in the termination of any such lease, licence or other agreement.

3. **Affixing of Charged Assets:** Each Chargor shall not fix or permit the affixing of the Charged Assets to any Real Property other than Charged Real Property.

4. **Compliance:** Each Chargor shall comply with all laws or material regulations, directives, consents, authorisations, covenants or planning permissions relating to or affecting any Charged Real Property.

5. **Repair:** Each Chargor shall keep all buildings on its Charged Real Property in good and substantial repair and shall keep all Fixtures and other Personal Chattels from time to time on or in any Charged Real Property belonging to it or its Subsidiaries in good and substantial repair and in good working order and shall not alter, pull down, remove or dispose of any of them, except in the ordinary course of repair, maintenance or improvement or as permitted under the Debt Documents.

6. **No onerous obligations:** No Chargor shall, without the prior written consent of the Security Agent, enter into onerous or restrictive obligations affecting its Charged Real

Property or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by this Deed over it.

7. **User:** Each Chargor shall use its Charged Real Property only for such purpose or purposes as may from time to time be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.
8. **Investigation of title:** Each Chargor shall grant the Security Agent or its lawyers on request all facilities within the power of the Chargor to enable such lawyers to carry out investigations of title of all or any part of the Chargor's Real Property which is or may become charged by it under this Deed and enquiries into such matters in connection therewith at the expense of the Chargor; provided, such investigations shall not exceed once per calendar year (such limitation not to apply where an Event of Default has occurred and is continuing).
9. **Certificate of title:** Each Chargor shall promptly on demand by the Security Agent provide to the Security Agent at the expense of the Chargor a certificate of title in such form as the Security Agent may require addressed to the Secured Parties or any of them or the Security Agent for and on behalf of the Secured Parties in relation to any of its Real Property which is or may become charged by it under this Deed.
10. **Notices:** Each Chargor shall promptly deliver a copy of any material communication received by it which has been given with respect to any Charged Real Property and take such steps as the Security Agent shall reasonably require in relation thereto.
11. **Entry:** Each Chargor shall permit the Security Agent and any person nominated by it at all reasonable times and with reasonable prior notice to enter any of its Charged Real Property to view its condition.

SCHEDULE 9
Contracts

Part 1

None

Part 2

- Master License and Services Agreement dated September 15, 2015 between Virgin Care Limited and ACS Acquisition, LLC (doing business as Lumira USA LLC)
- OEM Distribution Agreement between Lumira Diagnostics Limited (now LumiraDx International Ltd) and Leadway (HK) limited dated October 23, 2015
- OEM Distribution Agreement between Lumira Diagnostics Limited (now LumiraDx International Ltd) and Certest Biotec SL dated December 12, 2015
- OEM Manufacture and Supply Agreement between Lumira Diagnostics Limited (now LumiraDx International Ltd) and EDAN Diagnostics Limited dated October 16 2015
- OEM Distribution Agreement between Lumira Diagnostics Limited (now LumiraDx International Ltd) and Hangzhou Biotest Biotech Co Ltd dated August 17, 2015
- OEM Distribution Agreement between Lumira Diagnostics Limited (now LumiraDx International Ltd) and SD Biosensor dated December 12, 2015
- Datawell Development Services Agreement dated 18 March 2016 between Salford Royal NHS Foundation Trust and LumiraDx UK Limited

**SCHEDULE 10
NOTICES OF ASSIGNMENT**

**Part 1
Form of Notice of Contract Assignment**

To: [insert name and address of counterparty]

[•]

Dear Sirs

Re: [*identify the Assigned Contract*] (the "**Document**")

We give notice to you that [*insert name of relevant Chargor*] (the "**Company**") has assigned (subject to a proviso for re-assignment on redemption) to/charged in favour of [*insert name of Security Agent*] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Document as Security for certain obligations owed by the Company to the Secured Parties pursuant to a debenture dated [•] made between [, *amongst others,*] the Company and [•] as Security Agent (the "**Deed**").

1. We further notify you that:
 - (a) the Company shall remain entitled to exercise all its rights, powers and discretions under the Document, except that the Company shall not and you agree that the Company shall not, in any manner which could reasonably be expected to affect adversely the Secured Parties in any material respect, amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Document or exercise any right to rescind, cancel or terminate the Document or give any consent under the Document without the prior written consent of the Security Agent;
 - (b) subject to paragraph (a) above you may continue to deal with the Company in relation to the Document until you receive written notice to the contrary from the Security Agent. Thereafter the Company will cease to have any right to deal with you in relation to the Document and therefore from that time you should deal only with the Security Agent;
 - (c) you are authorised to disclose information in relation to the Document to the Security Agent on request;
 - (d) following notice from the Security Agent that the Security created under the Deed has become enforceable you must hold all sums from time to time due and payable by you to the Company under the Document to the order of the Security Agent;
 - (e) you will pay or release all moneys to which the Company is entitled under the Document to the Company until the Security Agent directs otherwise;
 - (f) the provisions of this notice may only be revoked with the written consent of the Security Agent;

- (g) you should continue to give notices under the Document to the Company, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs; and
 - (h) the Company will remain liable to perform all its obligations under the Document and neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Document.
2. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that:
- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
 - (b) you have not received notice that the Company has assigned its rights under the Document to a third party or created any other interest (whether by way of Security or otherwise) in the Document in favour of a third party;
 - (c) you will pay any sums payable to the Company or any other person under or pursuant to the Document as directed by or pursuant to this notice or by the Security Agent; and
 - (d) you do not have and will not exercise any rights of counterclaim or set-off in respect of any Document.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

[name of Chargor]

[name of Security Agent]

By

Authorised Signatory

By

Authorised Signatory

Form of Acknowledgement of Notice of Assignment of Assigned Contract

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs 2(a) to 2(d) above.

for and on behalf of

[insert name of counter party]

Dated:

Part 2
Form of Notice of Assignment to Insurers

To: [insert name and address of insurance company]

[•]

Dear Sirs,

Re: [identify the relevant Insurance Policy(ies)] (the "Policies")

1. We hereby notify you that [insert name of relevant Chargor] (the "Company") has [assigned (subject to a proviso for re-assignment on redemption) to/charged] in favour of [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions (the "Secured Parties") all its right, title and interest in the Policies as Security for certain obligations owed by the Company to the Secured Parties.
2. We further notify you that:
 - (a) the Company may not agree to amend, modify or terminate the Policies without the prior written consent of the Security Agent;
 - (b) subject to paragraph (a) above, you may continue to deal with the Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
 - (c) you are authorised to disclose information in relation to the Policies to the Security Agent on request;
 - (d) following notice from the Security Agent that the Security has become enforceable, you must hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;
 - (e) you will pay or release all moneys to which the Company is entitled under the Policies to such persons as the Security Agent shall direct;
 - (f) you will notify the Security Agent promptly of any claim, or notification likely to result in a claim, under any Policy for an amount in excess of £250,000; and
 - (g) the provisions of this notice may only be revoked with the written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that:
 - (i) you agree to the terms set out in this notice and to act in accordance with its provisions;
 - (ii) you have noted the Security Agent's interest [as joint insured] [as assignee/chargee] on the Policies;

- (iii) you will not cancel, avoid, release or otherwise allow the Policies to lapse without giving the Security Agent at least 30 days' written notice;
- (iv) you have not received notice that the Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of Security or otherwise) in the Policies in favour of a third party;
- (v) you shall not permit any sums in excess of \$500,000 (or its equivalent in other currencies) to be paid to the Company or any other person under or pursuant to the Policies without the prior written consent of the Security Agent;
- (vi) the Security Agent shall not in any circumstances be liable for the premiums in relation to the Policies; and
- (vii) the Policies shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Agent.

4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

for and on behalf of

[insert name of Company]

Form of Acknowledgement of Notice of Assignment to Insurers

To: *[insert name and address of Security Agent]*

Copy to: *[insert name and address of Chargor]*

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraph 3 above.

for and on behalf of

[insert name of Company]

Dated:

Schedule 11
Scheduled Permitted Liens

Loan Notes, dated March 11, 2016, by LumiraDx Group Ltd (formerly Lumira Holdings Ltd) in the aggregate principal amount of \$4,002,148, issued as part of the consideration for the acquisition of certain assets of FitLinxx, Inc pursuant to an Asset Purchase Agreement, dated as of March 11, 2016, by and among LumiraDx Group Ltd, LumiraDx UK Ltd, ACS Acquisition, LLC d/b/a Lumira, and FitLinxx, Inc. Pursuant to an assignment, assumption and amendment agreement (the "**Agreement**") dated on or around 29 September 2016, LumiraDx UK Ltd assumed the obligations to repay the Loan Notes (except for accrued interest at the date of that Agreement). The Loan Notes are secured by certain intellectual property assets acquired from FitLinxx ("**FitLinxx**"), as more specifically described in that certain Security Agreement, to be dated on or around 29 September 2016 by LumiraDx UK Limited in favor of FitLinxx.

SIGNATORIES

EXECUTED as a deed) Director's
by LUMIRADX LIMITED acting by its director) Signature..... *Ben Zwanziger*
In the presence of:) Print Name..... *Ben Zwanziger*

Witness's
Signature: *Carl A. Smith*

Name: *Carl A. Smith*

Address: *221 Crescent St, Waltham MA 02453*
USA

Occupation: *Exec Asst*

EXECUTED as a deed
by LUMIRADX GROUP LIMITED
acting by its director
In the presence of:

) Director's
) Signature..... *[Handwritten Signature]*
) Print Name..... *Bon Zwanitz*
)

Witness's
Signature: *Carol A. Smith*.....

Name: *Carol A. Smith*.....

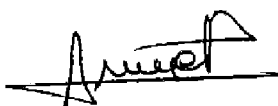
Address: *221 Crescent St*.....


Waltham MA 02453.....

USA.....

Occupation: *Exec Asst*.....

EXECUTED as a deed
by LUMIRADX INVESTMENT LIMITED
acting by its director
In the presence of:

) Director's 
) Signature.....
) Print Name... George Auye
)

Witness's
Signature: .....

Name: SONJET S. BAKSHI

Address: 66 A CAMPDEN HILL COURT

W8 7HL LONDON

Occupation: AIRLINE PILOT

EXECUTED as a deed
by LUMIRADX INTERNATIONAL LIMITED
acting by its director
In the presence of:

) Director's
) Signature..... *[Handwritten Signature]*
) Print Name... *[Handwritten Name]*
)

Witness's
Signature: *[Handwritten Signature]*.....

Name: *[Handwritten Name]*.....

Address: *[Handwritten Address]*.....

[Handwritten Address].....

[Handwritten Address].....

Occupation: *[Handwritten Occupation]*.....

EXECUTED as a deed
by LUMIRADX UK LIMITED
acting by its director
In the presence of:

) Director's
) Signature... *Ben Zwanziger*
) Print Name... *Ben Zwanziger*
)

Witness's
Signature... *Carl A Smith*
Name... *Carl A Smith*
Address... *221 Crescent Street*
Waltham MA 02453
USA
Occupation... *Exec Asst*

EXECUTED as a deed
by LUMIRADX BRAZIL HOLDINGS LIMITED
acting by its director
In the presence of:

) Director's [Signature]
) Signature.....
) Print Name... Venkye Awar
)

Witness's
Signature: [Signature].....

Name: [Signature].....

Address: S. D. ROSE & BAKERS

66, A Campden Hill Court

W9 7HL LONDON

Occupation: AIRLINE PILOT

EXECUTED as a deed
by LUMIRADX COLOMBIA HOLDINGS LIMITED
acting by its director
In the presence of:

) Director's *Suneet*
) Signature.....
) Print Name... USLOM905... ANETEC
)

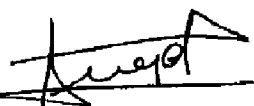
Witness's
Signature: *S.S. Bhatt*

Name: SUNEET S. BAKSHI

Address: 66A CAMDEN HILL COURT
W8 7HL LONDON

Occupation: AIRLINE PILOT

EXECUTED as a deed
by LUMIRADX CARE SOLUTIONS UK LIMITED
acting by its director
In the presence of:

) Director's 
) Signature.....
) Print Name... Veronique Anne
)

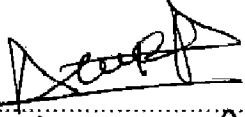
Witness's
Signature: 

Name: VERONIQUE ANNE

Address: 66A CAMPOD HILL ROAD
W8 7HL LONDON

Occupation: AIRLINE PILOT

EXECUTED as a deed
by POINT OF CARE TESTING LIMITED
acting by its director
In the presence of:

) Director's
) Signature 
) Print Name... Yelompe Anepe
)

Witness's
Signature: S.S. Balla

Name: SONEET S BALKSHI

Address: 66A CAMPDEN HILL RD
W8 7HL LONDON

Occupation: AIRLINE PILOT

EXECUTED as a deed
by ACS ACQUISITION, LLC
acting through its sole member,
Aegle Care, Inc.

) ACS ACQUISITION, LLC
) By Aegle Care, Inc., its sole member
)
) Signature.....*Ron Zwanziger*
) Name: Ron Zwanziger
) Title: President

In the presence of:

Witness's
Signature:.....*Carol A. Smith*
Name:.....*Carol A. Smith*
Address:.....*771 Crescent St*
.....*Waltham MA 02453*
.....*USA*
Occupation.....*Exec Asst*

Security Agent:

SIGNED by [Signature])
for and on behalf of)
USB FOCUS FUND LUMRADX1-B, LLC)
in the presence of:)

Witness's
Signature: [Signature]

Name: Bill M. Swanson

Address: 16 Elliott Street

Westminster, MA

01743

Occupation: Executive Assistant