

CAPVEST

May 01, 2024

VIA Electronic Mail:

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Division of Nuclear Materials Safety
U.S. Nuclear Regulatory Commission, Region I
2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713

SUBJECT: Notification of Closing of Transaction Related to Indirect Transfer of Control Over
Radioactive Materials License No. 06-30624-01

On March 6, 2024, funds managed and advised by CapVest Partners LLP (“CapVest”) and REALM IDx, Inc. (“Realm”) submitted to the U.S. Nuclear Regulatory Commission, Region I (the “NRC”) an application for consent to an indirect transfer of control of the above-captioned License. The indirect transfer of control of the License would occur as a result of a Purchase Agreement, whereby CapVest would acquire the Licensee through a wholly-owned subsidiary.

As described in the Application, the closing of this transaction created a change in upstream corporate ownership but no change in activities under the License. The NRC approved the Application for the indirect license transfer by letter dated April 18, 2024.

This notice is to inform the NRC that on April 30, 2024, the transaction closed. Please see enclosed a copy of documentation confirming completion of the transaction, as requested by the NRC, as Attachment 1.

Respectfully submitted,



Kate Briant
Partner
CapVest Partners LLP
100 Pall Mall, St. James’s, London
SW1Y 5NQ, United Kingdom

ATTACHMENT 1

ASSIGNMENT OF LLC INTERESTS
OF
INVICRO, LLC

This ASSIGNMENT OF LIMITED LIABILITY COMPANY INTERESTS (this “Agreement”), dated as of April 30, 2024, is entered into by and among REALM IDx, Inc., a Delaware corporation (“Assignor”), and Calyx Services Inc., a Delaware corporation (“Assignee”). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor owns, beneficially and of record, 100% of all of the outstanding limited liability company interests in Invicro, LLC, a Delaware limited liability company (“Company” and, such interests, the “Interests”);

WHEREAS, pursuant to the Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of April 18, 2023 (the “LLC Agreement”), Assignor is the Member (as defined in the LLC Agreement) of the Company;

WHEREAS, Assignor, Assignee and the Company are parties to that certain Securities Purchase Agreement, dated as of March 6, 2024 (the “Purchase Agreement”); and

WHEREAS, at the Closing, pursuant to the Purchase Agreement, Assignor wishes to assign, sell, transfer and deliver, and Assignee wishes to purchase, acquire and accept the Interests.

NOW, THEREFORE, in consideration of these premises, the mutual agreements herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the date hereof, on the terms set forth in the Purchase Agreement, Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Assignee and Assignee hereby purchases, acquires, accepts and assumes from Assignor all right, title and interest in and to the Interests, free and clear of any Liens (other than Permitted Liens) and restrictions on transfer (other than restrictions under applicable federal, state or other securities Laws).

2. Admission. Notwithstanding any provision in the LLC Agreement to the contrary, contemporaneously with the assignment described in Section 1 of this Agreement, Assignee is hereby admitted to the Company as a substitute, and the sole member of the Company, and hereby agrees to be bound by the LLC Agreement as the Member.

3. Resignation. Immediately following the admission of Assignee as the Member of the Company, Assignor shall and does hereby resign from the Company as the Member of the Company, and shall thereupon cease to be a member of the Company, and shall thereupon cease to have or exercise any right, obligation or power as the Member of the Company.

4. Continuation of the Company. The parties hereto agree that the assignment of the Interests, the admission of Assignee as the Member of the Company and the resignation of Assignor as the Member of the Company shall not dissolve the Company and that the business of the Company shall continue without dissolution.

5. LLC Agreement Amendment. The LLC Agreement is hereby amended to reflect the foregoing, and all references in the LLC Agreement to Assignor are hereby amended to refer to Assignee. Except as hereby amended, the LLC Agreement shall remain in full force and effect, until amended in accordance with its terms and applicable Law.

6. Further Assurances. Each party hereto agrees to execute, acknowledge, deliver, file and record, and to cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required by Law, or as may, in the reasonable opinion of the other party hereto, be necessary or advisable to carry out the purposes of this Agreement.

7. Binding Effect; Amendments. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto and no consent or approval required by this Agreement, nor any consent to or approval of any departure here from, shall be effective unless it is in writing and signed by the party against whom enforcement of any such waiver, consent or approval is sought.

8. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

9. Purchase Agreement Controlling. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or any of the rights and remedies, or any of the obligations, of Assignee or Assignor, or any other party to the Purchase Agreement, set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

10. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

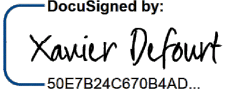
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REALM IDx, Inc.

By: Aaron Elliott
Name: Aaron Elliott
Title: Chief Executive Officer & President

Calyx Services Inc.

By:  50E7B24C670B4AD...
Name: Xavier Defourt
Title: President and Secretary