

224728/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A16 27/07/2010 295
COMPANIES HOUSE

TUESDAY

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number	0	7	1	7	1	6	7	5
Company name in full	Devicor Medical UK Limited (the Grantor)							

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation	^d 0	^d 9	^m 0	^m 7	^y 2	^y 0	^y 1	^y 0
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3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A guaranty and security agreement dated 9 July 2010 between, among others, Devicor Medical Products, Inc (**Devicor**), the Grantor and General Electric Capital Corporation (the **Agent**) as administrative agent for the Lenders, the L/C Issuers and each other Secured Party (as defined below) (the **Guaranty and Security Agreement**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All Loans, and other Indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by any Credit Party to any Lender, Agent, any L/C Issuer, any Secured Swap Provider or any other Person required to be indemnified, (a) that arises under any Loan Document or any Secured Rate Contract or (b) that constitutes Bank Product Obligations, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, or whether or not allowed in any bankruptcy or similar proceeding of the Grantor (each capitalised term as defined below) (the **Secured Obligations**)

Continuation page
Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name General Electric Capital Corporation

Address c/o The Corporation Trust Company, Corporation Trust Center,

1209 Orange Street, Wilmington, Delaware 19801, United States of America

Postcode n / a [] [] [] [] [] [] [] []

Name

Address

Postcode [] [] [] [] [] [] [] []

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see continuation pages

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name BENM/0040298-89/BK 14483955

Company name
Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 020 3088 0000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and has granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the Grantor, provided that no Lien or security interest is granted on any Excluded Property and such Excluded Property shall not be deemed to be "Collateral" for purposes of the perfection requirements set out in the Guaranty and Security Agreement, provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed automatically granted therein, subject to any formalities, limitations or requirements set forth in the Foreign Law Collateral Documents with respect to the Collateral of the Grantor

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. DEFINITIONS

In this Form MG01

Affiliate has the meaning given to that term in the Credit Agreement

Bank Product Obligations means, collectively, all obligations and other liabilities of any Credit Party to any Lender in respect of any of the following services provided to such Credit Party by such Lender (a) any treasury or other cash management services, including deposit accounts, automated clearing house origination and other funds' transfer, depository (including cash vault and check deposit), zero balance accounts and sweeps, return items processing, controlled disbursement accounts, positive pay, lockboxes and lockbox accounts, account reconciliation and information reporting, payables outsourcing, payroll processing, trade finance services, investment accounts and securities accounts, and (b) card services, including credit card (including purchasing card and commercial card), prepaid cards, including payroll, stored value and gift cards, merchant services processing, and debit card services

Borrower means Devicor, together with any other Person from time to time party to the Credit Agreement as Borrower

Borrower Joinder Agreement has the meaning given to that term in the Credit Agreement

Capital Lease any leasing or similar arrangement which, in accordance with GAAP, is classified as a capital lease

Capital Lease Obligations has the meaning given to that term in the Credit Agreement

Collateral means all of the following property now owned or at any time acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest

- (i) all accounts, chattel paper, deposit accounts, documents (as defined in the UCC), equipment, general intangibles, instruments, inventory, investment property, letter of credit rights and any supporting obligations related to any of the foregoing,
- (ii) the commercial tort claims described on Schedule I to the Guaranty and Security Agreement and on any supplement thereto received by the Agent pursuant to Section 5.9 of the Guaranty and Security Agreement,
- (iii) all books and records pertaining to the other property described here,
- (iv) all property of the Grantor held by any Secured Party (as defined below), including all property of every description, in the custody of or in transit to such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of the Grantor or as to which the Grantor may have any right or power, including but not limited to cash,
- (v) all other goods (including but not limited to fixtures) and personal property of the Grantor, whether tangible or intangible and wherever located, and
- (vi) to the extent not otherwise included, all proceeds of the foregoing

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Collateral Documents means, collectively, the Guaranty and Security Agreement, the Mortgages, each Control Agreement and all other security agreements, pledge agreements, patent and trademark security agreements, lease assignments, guarantees and other similar agreements, and all amendments, restatements, modifications or supplements thereof or thereto, by or between any one or more of any Credit Party, any of their respective Subsidiaries or any other Person pledging or granting a lien on Collateral or guaranteeing the payment and performance of the Obligations, and any Lender or Agent for the benefit of Agent, the Lenders and other Secured Parties now or hereafter delivered to the Lenders or Agent pursuant to or in connection with the transactions contemplated hereby, and all financing statements (or comparable documents now or hereafter filed in accordance with the UCC or comparable law) against any such Person as debtor in favour of any Lender or Agent for the benefit of Agent, the Lenders and the other Secured Parties, as secured party, as any of the foregoing may be amended, restated and/or modified from time to time

Contingent Obligations has the meaning given to that term in the Credit Agreement

Contractual Obligations means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its Property is bound

Control Agreement has the meaning given to that term in the Credit Agreement

Country Units has the meaning given to that term in the Credit Agreement

Credit Agreement means the US\$55,000,000 credit agreement dated 9 July 2010 between (among others) Devicor, the Grantor and the Agent

Credit Party means Devicor Medical Products Holdings, Inc, each Borrower and each other Person (i) which executes a guaranty of the Obligations, and (ii) which grants a Lien on all or substantially all of its assets to secure payment of the Obligations (subject, in the case of Foreign Subsidiaries, to the limitations contained in Section 4.13 of the Credit Agreement regarding potential limitations on the scope of the Liens granted by such Foreign Subsidiary), provided, that any Foreign Subsidiary that is a Wholly-Owned Subsidiary organized under the laws of France shall be deemed to constitute a Credit Party if (i) such Foreign Subsidiary has entered into a transfer pricing arrangement with a Borrower or another Credit Party in form and substance reasonably satisfactory to the Agent, and (ii) the obligations and liabilities of such Foreign Subsidiary in respect of such transfer pricing arrangement are secured by a grant of a lien on substantially all of the Property of such Foreign Subsidiary

Domestic Subsidiary means any Subsidiary incorporated, organized or otherwise formed under the laws of the United States, any state thereof or the District of Columbia

Euro Term Note has the meaning given to that term in the Credit Agreement

Excluded Foreign Subsidiary Assets means, with respect to any Foreign Subsidiary of Devicor, (i) if such Foreign Subsidiary and Agent are party to applicable Foreign Law Collateral Documents, the assets of such Foreign Subsidiary (if any) which are not subject to the grant of a Lien security interest in favour of Agent pursuant to the terms of such applicable Foreign Law Collateral

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Documents, and (ii) if such Foreign Subsidiary is not a Required Foreign Subsidiary and such Foreign Subsidiary and Agent are not subject to any applicable Foreign Law Collateral Documents, assets of such Foreign Subsidiary that the Agent shall have reasonably determined and confirmed in writing that the granting or perfection of a Lien in such assets violates the "Agreed Securities Principals" set forth in subsection (A) of Schedule 14 of the form of Senior Multicurrency Term and Revolving Loan Facilities Agreement produced by the Loan Market Association dated November, 2009

Excluded Property means, collectively, (i) Excluded Foreign Subsidiary Assets, (ii) any permit, lease or license or any Contractual Obligation entered into by the Grantor (A) that prohibits, contains terms that state that the granting of a lien therein would otherwise result in a material loss by the Grantor of any material rights therein or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation by the Grantor of a Lien on any right, title or interest in such permit, lease, license or Contractual Obligation or any Stock or Stock Equivalent related thereto, (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, (C) to the extent that a Lien thereon would give any other party a legally enforceable right to terminate such permit, lease, license or Contractual Obligation which right to terminate has not been waived by such other party, or (D) any Intellectual Property owned by the Grantor if the grant of a security in such Intellectual Property (would result in the cancellation or voiding of such Intellectual Property under applicable Requirements of Law but only, (1) with respect to the prohibition in (A), (B), (C) and (D), to the extent, and for as long as, such prohibition, legally enforceable right to terminate or cancellation or voiding of Intellectual Property is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, and (2) with respect to the prohibitions in (A) and (C), to the extent such prohibition or legally enforceable right to terminate contained in any lease, license or other Contractual Obligation of the Grantor was entered into in good faith, and not to avoid the granting of a Lien to Agent pursuant to the terms hereof, (iii) Property owned by the Grantor that is subject to a purchase money Lien or a Capital Lease permitted under the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation of any other Lien on such equipment, and (iv) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed), provided, however, "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property)

Fee Letter has the meaning given to that term in the Credit Agreement

Foreign Law Collateral Documents means any applicable Loan Documents or Collateral Documents (including, to the extent required under applicable Requirements of Law, any filings or deliveries required in connection thereto), which, pursuant to the terms of such applicable Loan Document or Collateral Document, is governed by the law of a jurisdiction other than that of a State of the United States

Foreign Subsidiary means, with respect to any Person, a Subsidiary of such Person, which Subsidiary is not a Domestic Subsidiary

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

GAAP has the meaning given to that term in the Credit Agreement

Governmental Authority has the meaning given to that term in the Credit Agreement

Indebtedness of any Person means, without duplication (a) all indebtedness for borrowed money, (b) all obligations issued, undertaken or assumed as the deferred purchase price of Property or services, including earnouts (other than trade payables entered into in the Ordinary Course of Business), (c) the face amount of all letters of credit issued for the account of such Person and without duplication, all drafts drawn thereunder and all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments issued by such Person, (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of Property, assets or businesses, (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to Property acquired by the Person (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such Property), (f) all Capital Lease Obligations, (g) the principal balance outstanding under any synthetic lease, off-balance sheet loan or similar off balance sheet financing product, (h) all obligations, whether or not contingent, to purchase, redeem, retire, defease or otherwise acquire for value any of its own Stock or Stock Equivalents (or any Stock or Stock of a direct or indirect parent entity thereof) prior to the date that is 180 days after July 8, 2020 or, if the Subordinated Indebtedness evidenced by the Subordinated Indebtedness Documents has been repaid in full in accordance with the terms of the Subordination Agreement, the date that is 180 days after the final scheduled installment payment date for the Term Loans), valued at, in the case of redeemable preferred Stock, the greater of the voluntary liquidation preference and the involuntary liquidation preference of such Stock plus accrued and unpaid dividends, (i) all indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in Property (including accounts and contracts rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness, and (j) all Contingent Obligations described in clause (i) of the definition thereof in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (i) above

Indemnatee has the meaning given to that term in the Credit Agreement

Intellectual Property has the meaning given to that term in the Credit Agreement

L/C Issuers means any Lender or an Affiliate thereof or a bank or other legally authorized Person, in each case, reasonably acceptable to Agent and which has agreed to serve as an L/C Issuer hereunder in respect of one or more Letters of Credit, in such Person's capacity as an issuer of Letters of Credit hereunder

Lenders means, at the date of the Credit Agreement, the Agent, Suntrust Bank and Fifth Third Bank

Letter of Credit has the meaning given to that term in the Credit Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Lien means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or otherwise) or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the UCC or any comparable law) and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under a lease which is not a Capital Lease

Loan Documents means the Credit Agreement, the Notes, the Fee Letter, the Collateral Documents, the Master Agreement for Standby Letters of Credit, the Master Agreement for Documentary Letters of Credit, the Subordination Agreement, each Borrower Joinder Agreement and all documents delivered to Agent and/or any Lender in connection with any of the foregoing

Loans means an extension of credit by a Lender to the Borrowers pursuant to Article I of the Credit Agreement

Master Agreement for Documentary Letters of Credit has the meaning given to that term in the Credit Agreement

Master Agreement for Standby Letters of Credit has the meaning given to that term in the Credit Agreement

Mortgages has the meaning given to that term in the Credit Agreement

Notes means any Euro Term Note, Revolving Note, Swingline Note or USD Term Note and "Notes" means all such Notes

Obligations means all Loans, and other Indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by any Credit Party to any Lender, Agent, any L/C Issuer, any Secured Swap Provider or any other Person required to be indemnified, (a) that arises under any Loan Document or any Secured Rate Contract or (b) that constitutes Bank Product Obligations, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, or whether or not allowed in any bankruptcy or similar proceeding

Ordinary Course of Business has the meaning given to that term in the Credit Agreement

Permitted Lien has the meaning given to that term in the Credit Agreement

Person means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or Governmental Authority

Property has the meaning given to that term in the Credit Agreement

Rate Contract has the meaning given to that term in the Credit Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Required Foreign Subsidiary means Foreign Subsidiaries of any Borrower or other Credit Party now existing or hereafter formed in Canada, Mexico, France, Germany, Italy, the United Kingdom, Japan, or Hong Kong, respectively, to acquire the "Country Units" in such countries, provided, however, that, notwithstanding the foregoing, no such Foreign Subsidiary now existing or hereafter formed in France shall constitute a Required Foreign Subsidiary if (i) such Foreign Subsidiary organized under the laws of France has entered into a transfer pricing arrangement with a Borrower or another Credit Party in form and substance reasonably satisfactory to the Agent, and (ii) the obligations and liabilities of such Foreign Subsidiary organized under the laws of France in respect of such transfer pricing arrangement are secured by a grant of a lien on substantially all of the Property of such Foreign Subsidiary organized under the laws of France, subject to no other Lien (other than Permitted Liens)

Requirements of Law means, as to any Person, any law (statutory or common), ordinance, treaty, rule, regulation, order, policy, other legal requirement or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject

Revolving Note has the meaning given to that term in the Credit Agreement

Secured Party means Agent, each Lender, each L/C Issuer, each other Indemnitee and each other holder of any Obligation of a Credit Party including each Secured Swap Provider

Secured Rate Contract means any Rate Contract between a Credit Party and the counterparty thereto, that (i) has been provided or arranged by GE Capital or an Affiliate of GE Capital, (ii) has been provided by a Lender or an Affiliate of a Lender (so long as a copy thereof has been delivered to the Agent promptly upon such Credit Party's execution and delivery thereof) or (iii) the Agent has acknowledged in writing constitutes a "Secured Rate Contract" hereunder

Secured Swap Provider means (i) a Lender or an Affiliate of a Lender (or a Person who was a Lender or an Affiliate of a Lender at the time of execution and delivery of a Rate Contract) who has entered into a Secured Rate Contract with a Credit Party, or (ii) a Person with whom a Credit Party has entered into a Secured Rate Contract provided or arranged by GE Capital or an Affiliate of GE Capital, and any assignee thereof

Stock has the meaning given to that term in the Credit Agreement

Stock Equivalent has the meaning given to that term in the Credit Agreement

Subordinated Indebtedness has the meaning given to that term in the Credit Agreement

Subordinated Indebtedness Documents has the meaning given to that term in the Credit Agreement

Subordination Agreement has the meaning given to that term in the Credit Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Subsidiary means any corporation, association, limited liability company, partnership, joint venture or other business entity of which more than fifty per cent of the voting, is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof

Swingline Note has the meaning given to that term in the Credit Agreement

Term Loan has the meaning given to that term in the Credit Agreement

Trademark has the meaning given to that term in the Credit Agreement

UCC means the Uniform Commercial Code as from time to time in effect in the State of New York

USD Term Note has the meaning given to that term in the Credit Agreement

Wholly-Owned Subsidiary has the meaning given to that term in the Credit Agreement



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 7171675
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND SECURITY
AGREEMENT DATED 9 JULY 2010 AND CREATED BY DEVICOR
MEDICAL UK LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY CREDIT PARTY TO ANY LENDER,
AGENT, ANY L/C ISSUER, ANY SECURED SWAP PROVIDER OR
ANY OTHER PERSON REQUIRED TO BE INDEMNIFIED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 27
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES