

224729/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A16 27/07/2010 296
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	2 <small>For official use</small>
Company number	0 7 1 7 1 6 7 5	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Devicor Medical UK Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	d0 d9 m0 m7 y2 y0 y1 y0	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A security agreement dated 9 July 2010 between the Chargor and General Electric Capital Corporation (the Agent) as agent for the Secured Parties (as defined below) (the Security Agreement)	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge 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 Borrower and the other Grantors whether existing on the date of the Guaranty and Security Agreement or thereafter incurred or created of the Chargor and each other Grantor, except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 678 or 679 of the Companies Act 2006 (each capitalised term as defined below) (the Secured Liabilities)	Continuation page Please use a continuation page if you need to enter more details

MG01

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

MG01

Particulars of a mortgage or charge

7

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

8

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)

9

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

MG01

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

Country/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

1.1 General

All the security created under the Security Agreement

- (a) is created in favour of the Agent,
- (b) is created over present and future assets of the Chargor,
- (c) is security for the payment, performance and observance of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1.2 Land

- (a) The Chargor has charged
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Security Assets) to the Security Agreement under the heading **Real Property**,
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above) by way of first fixed charge all estates or interests in any freehold or leasehold property,
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

- (a) The Chargor has charged
 - (i) by way of a first legal mortgage all shares (other than the Chargor) owned by it or held by any nominee on its behalf,
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (c) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

6 Short particulars of all the property mortgaged or charged

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Short particulars

(b) Any reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

(i) any dividend, interest or other distribution paid or payable in relation to it, and

(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

The Chargor has charged all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession,

1.5 Credit balances

The Chargor has charged all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it,

1.6 Insurances

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, to the Agent all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest save that all amounts received or receivable under or in connection with any third party liability insurance or required to settle any liability of the Chargor to any third party shall be excluded

1.7 Other contracts

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, to the Agent all of its rights in respect of

(a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of Clause 2 of the Security Agreement, this includes the agreements (if any) specified in Schedule 1 (Security Assets) of the Security Agreement and this Form MG01 under the heading **Relevant Contracts**,

(b) any letter of credit issued in its favour,

(c) any bill of exchange or other negotiable instrument held by it,

1.8 Intellectual Property

The Chargor has charged all of its rights in respect of Intellectual Property Rights (including the Specific IPRs),

1.9 Miscellaneous

(a) The Chargor has charged

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) its goodwill,
 - (ii) to the extent permitted by law, the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
 - (iii) to the extent permitted by law, the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (v) above, and
 - (iv) its uncalled capital,
- (b) The Chargor has assigned absolutely, to the extent permitted by law, subject to
- (i) a proviso for re-assignment on redemption,
 - (ii) the terms of the relevant pension scheme, and
 - (iii) its fiduciary duties,
- All of its rights in respect of any right or interest it has in any pension fund

1.10 Floating charge

- (a) The Chargor has charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Security Agreement
- (b) Except as provided below, the Agent may by notice to the Chargor convert the floating charge created by the Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if
- (i) an Event of Default is outstanding or continuing, or
 - (ii) the Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium
- under section 1A of the Insolvency Act 1986
- (d) The floating charge created by the Security Agreement will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Agent receives notice of an intention to appoint an administrator

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTION ON DEALINGS

The Chargor has agreed not to

- (a) create or permit to subsist any Lien on any Security Asset (other than any Lien created pursuant to the terms of the Security Agreement), or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset (other than pursuant to the terms of the Security Agreement),

except as expressly permitted under the Loan Documents

3. SHARES

3.1 Changes to rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered and which would be reasonably expected to have an material adverse effect on this Security or further shares in any company in which it owns shares (or in which shares are held by a nominee on its behalf) being issued

3.2 Voting rights

The Chargor has agreed that

- (a) before the Security becomes enforceable
- (i) the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments or if such voting rights, powers and other rights are exercisable by the Agent in any manner which the Chargor may direct in writing, and
- (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor, and
- (b) after the Security has become enforceable
- (i) the Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise, and
- (ii) the Chargor must, promptly upon receipt, pay an amount equal to all dividends or other income paid or payable to it in relation to any Investments to the Agent

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. DEFINITIONS

In this Form MG01

Account means the account that will bear the name of the Chargor and will be maintained with the Account Bank from the date of opening to the end of the Security Period, the account number and sort code of which is to be notified by the Chargor (in accordance with the terms of the Credit Agreement) to the Agent within the time period set out in the Credit Agreement and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from an Account is transferred, and
- (b) any account which is a successor to an Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from an Account is transferred for investment or administrative purposes

Account Bank means Fifth Third Bank or one of its affiliate entities

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 Medical Products, Inc together with any other Person from time to time party to the Credit Agreement as a Borrower

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

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

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

Collateral Documents has the meaning given to that term in the Credit Agreement

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

6 Short particulars of all the property mortgaged or charged

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Credit Agreement means the US\$55,000,000 credit agreement dated 9 July 2010 between (among others) Devicor Medical Products, Inc , the Chargor 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

Event of Default has the meaning given to that term in the Credit Agreement

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

Foreign Subsidiary has the meaning given to that term in the Credit Agreement

Grantors means each entity listed as "Borrower" or a "Guarantor" in the signature pages of the Guaranty and Security Agreement or who become party to the Guarantor and Security Agreement as a "Borrower" or a "Guarantor"

Guaranty and Security Agreement means the New York law guaranty and security agreement dated 9 July 2010 between (among others) the Chargor as a Grantor and the Agent

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 Equivalent of a direct or indirect parent entity thereof) prior to the date that is 180 days after July 8, 2020 or, if the Subordinated

6 Short particulars of all the property mortgaged or charged

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Short particulars

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

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

Intellectual Property Rights means

- (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered),
- (b) applications for registration, and the right to apply for registration, for any of these rights,
- (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world, and
- (d) any interest (including by way of licence) in any of the above

Investments means

- (a) all shares, stocks, debentures, bonds or other securities and investments owned by the Chargor or held by a nominee on its behalf that are included in the definition of **Security Assets**,
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

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

6 Short particulars of all the property mortgaged or charged

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Short particulars

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

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

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

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

6 Short particulars of all the property mortgaged or charged

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

Secured Party means Agent, each Lender, each L/C Issuer, each other Indemnatee 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

Security means any security created under the Security Agreement

Security Asset means all assets of the Chargor the subject of any Security

Security Period means the period beginning on the date of the Security Agreement and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Specific IPRs means those registered Intellectual Property Rights owned by the Chargor set out in Schedule 1 (Security Assets) to the Security Agreement

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

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

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

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

6 Short particulars of all the property mortgaged or charged

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

SCHEDULE 1

SECURITY ASSETS

RELEVANT CONTRACTS

1	The Country Administrative Services Agreement dated on or about the date of this Deed between the Chargor and GMED Healthcare BVBA
2	The Transfer Pricing and Distribution Agreement dated on or about the date of this Deed between the Chargor and Devicor Medical Products, Inc
3	The Transfer Pricing and Distribution Agreement dated on or about the date of this Deed between the Chargor and Devicor France Medical SAS
4	A Pledge of a Business as a Going Concern dated on or about the date of this Deed between the Chargor and Devicor France Medical SAS
5	A Pledge of a Bank Accounts dated on or about the date of this Deed between the Chargor and Devicor France Medical SAS
6	An Assignment of Receivables dated on or about the date of this Deed between the Chargor and Devicor France Medical SAS



**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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A 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 UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE 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