

230272/13

# MG01

## Particulars of a mortgage or charge

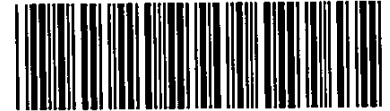


**A fee is payable with this form.**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**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 company. To do this, please form MG01s

THURSDAY



LD6 \*L15PEKPK\* #12  
29/03/2012  
COMPANIES HOUSE

**1 Company details** 4    For official use

Company number: 0 7 1 7 1 6 7 5

Company name in full: Devicor Medical UK Limited (the **Chargor**)

**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<sub>1</sub> d<sub>4</sub> m<sub>0</sub> m<sub>3</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>2</sub>

**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 second supplemental security agreement dated 14 March 2012 between the Chargor and General Electric Capital Corporation (the **Agent**) as agent for the Secured Parties (as defined below) (the **Second Supplemental Security Agreement**)

**4 Amount secured**

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

Amount secured: The Guaranteed Obligations of the Chargor and each other Grantor, except for any obligation which, if it were so included, would result in this Deed contravening Section 678 or 679 of the Companies Act 2006 (each capitalised term as defined below unless previously defined) (the **Secured Liabilities**)

**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, United States of America

Postcode D E 1 9 8 0 1

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

See continuation pages

# 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 KAAB/40298-89/BK 20021923

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode 

E	1		6	A	D	
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Country England

DX

Telephone 02030884238

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## 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 870)

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 866) 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

**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**

- (a) All the security created under the Second Supplemental Security Agreement
  - (i) is created in favour of the Agent,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is security for the payment, performance and observance of all the Secured Liabilities, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) Where the Second Supplemental Security Agreement purports to create a first fixed security interest, that security interest will be a second ranking security interest subject to the equivalent security interests created by the Existing Security Agreements until such time as the security interests created by the Existing Security Agreements cease to have effect
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Existing Security Agreements and the same asset or right is expressed to be assigned again under the Second Supplemental Security Agreement, the assignment under the Second Supplemental Security Agreement will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interests created by the Existing Security Agreements cease to have effect at a time when the Second Supplemental Security Agreement still has effect

**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 Second Supplemental Security Agreement, and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) 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

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Please give the short particulars of the property mortgaged or charged

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- (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, and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) 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
- (b) A 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 by way of a first fixed charge 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 by way of first fixed charge 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, 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

**1.3 Other contracts**

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption,

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Please give the short particulars of the property mortgaged or charged

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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 this Clause, this includes the agreements (if any) specified in Schedule 1 (Security Assets) to the Second Supplemental Security Agreement and this MG01 under the heading **Relevant Contracts**,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

**1.8 Intellectual property**

The Chargor has charged by way of a first fixed charge, all of its rights in respect of Intellectual Property Rights (including the Specific IPRs)

**1.9 Miscellaneous**

- (a) The Chargor charges by way of first fixed charge
  - (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 (ii) 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 Clause 2 (Creation of Security) of the Second Supplemental Security Agreement
- (b) Except as provided below, the Agent may by notice to the Chargor convert all or

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floating charge created by this Subclause 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 Second Supplemental 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

The floating charge created by the Second Supplemental Security Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

**2. RESTRICTIONS 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 Second Supplemental Security Agreement or the Existing Security Agreements), or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset (other than pursuant to the terms of the Second Supplemental Security Agreement or the Existing Security Agreements),

except as expressly permitted under the Loan Documents

**3. SHARES**

**3.1 Changes to rights**

The Chargor has agreed not to 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 a material adverse effect on the 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



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Please give the short particulars of the property mortgaged or charged

Short particulars

**3.2 Voting rights**

The Chargor has agreed that

- (a) Before the Security becomes enforceable and the Agent issues a notice in accordance with the provision of paragraph (b) below
  - (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

To the extent required pursuant to the terms and provisions of the Credit Agreement, the Chargor must indemnify the Agent against any loss liability incurred by the Agent as a consequence of the Agent acting in respect of the Investments on the direction of the Chargor

- (b) After the Security has become enforceable and upon notice from the Agent to the Chargor
  - (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

**SCHEDULE 1**

**SECURITY ASSETS**

**RELEVANT CONTRACTS**

1	The Country Administrative Services Agreement dated on or about the date of the Credit Agreement between the Chargor and GMED Healthcare BVBA
2	The Transfer Pricing and Distribution Agreement dated on or about the date of the Credit Agreement between the Chargor and Devicor Medical Products, Inc
3	The Transfer Pricing and Distribution Agreement dated on or about the date of the Credit Agreement 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 the Credit Agreement between the Chargor and Devicor France Medical SAS

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5	A Pledge of a Bank Accounts dated on or about the date of the Credit Agreement between the Chargor and Devicor France Medical SAS
6	An Assignment of Receivables dated on or about the date of the Credit Agreement between the Chargor and Devicor France Medical SAS
7	An Assignment of Receivables dated 1 February 2012 between the Chargor and Devicor Medical France SAS
8	An Assignment of Receivables dated 12 January 2012 between the Chargor and Devicor Medical Japan KK
9	An Assignment of Receivables dated 19 October 2011 between the Chargor and Devicor Medical Japan KK
10	An Assignment of Receivables dated 25 November 2011 between the Chargor and Devicor Medical France SAS

**Defintitions**

In this MG01

**Account** means any account that bears the name of the Chargor and is maintained with an Account Bank from the date of opening to the end of the Security Period, and includes

- (a) those accounts set out in Schedule 1 (Security Assets) to the Second Supplemental Security Agreement,
- (b) 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
- (c) 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 Citibank NA, Fifth Third Bank, HSBC Bank PLC or one of their affiliate entities

**Bank Product Obligations** has the meaning given to that term in the Credit Agreement

**Borrower Joinder Agreement** means a joinder to the Credit Agreement in form and substance satisfactory to the Agent

**Borrowers** has the meaning given to that term in the Credit Agreement

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

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

**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

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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 favor 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

**Control Agreement** 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 Medical Products, Inc as the initial borrower, the Chargor and the Agent, as amended on 24 May 2011 and as amended and/or amended and restated from time to time including (without limitation) by the Third Amendment Agreement

**Credit Party** has the meaning given to that term in the Credit Agreement

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

**Event of Default** means the occurrence of any of the specified events in Article 7.1 of the Credit Agreement

**Existing Security Agreements** means (i) the security agreement dated 9 July 2010 between the Chargor and the Agent, and (ii) the first supplemental security agreement dated 17 August 2011 between the Chargor and the Agent

**Fee Letter** means the letter agreement between the Borrowers and Agent dated the same as the Credit Agreement, setting out the amount of fees to be paid and the times of payment of the fees by the Borrowers to the Agent and Lenders

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

**GE Capital** has the meaning given to that term in the Credit Agreement

**Grantor** has the meaning given to that term in the Guaranty and Security Agreement

**Guaranteed Obligations** means all the Obligations of the Borrower and the other Grantors whether existing on the date of the Guaranty and Security Agreement or incurred or created after that date.

**Guaranty and Security Agreement** has the meaning given to that term in the Second Supplemental Security Agreement

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

**Initial Borrower** has the meaning given to that term in the Credit Agreement

**Intellectual Property Rights** means

**6** Short particulars of all the property mortgaged or charged

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Short particulars

- (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 Issuer** has the meaning given to that term in the Credit Agreement

**Lender** means the Agent and the several financial institutions from time to time party to 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** has the meaning given to that term in the Credit Agreement

**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

**Master Agreement for Documentary Letters of Credit** means that certain Master Agreement for Documentary Letters of Credit dated as of the date of the Credit Agreement by and among the Initial Borrower, the other Credit Parties from time to time party thereto

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and GE Capital

**Master Agreement for Standby Letters of Credit** means that certain Master Agreement for Standby Letters of Credit dated as of the date of the Credit Agreement by and among the Initial Borrower, the other Credit Parties from time to time party thereto and GE Capital

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

**Note** 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, existing prior to or arising after the date of the Credit Agreement and however acquired, or whether or not allowed in any bankruptcy or similar proceeding

**Person** has the meaning given to that term in the Credit Agreement

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

**Secured Parties** has the meaning given to that term in the Credit Agreement

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

**Secured Swap Provider** has the meaning given to that term in the Credit Agreement

**Security** means any security created under the Second Supplemental Security Agreement

**Security Assets** means all assets of the Chargor the subject of any security created by the Second Supplemental Security Agreement

**Security Period** means the period beginning on the date of the Second Supplemental 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 Second Supplemental Security Agreement and this MG01

**Subordinated Lenders** has the meaning given to that term in the Credit Agreement

**Subordination Agreement** means that certain Subordination Agreement dated as of even date of the Credit Agreement by and among Agent, the Credit Parties and the Subordinated Lenders, as the same may be amended, restated and/or modified from time to time subject to the terms thereof

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

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

**Third Amendment Agreement** means an agreement dated 14 March 2012 between, among others, the Chargor and the Agent, amending the Credit Agreement **UCC** means the Uniform Commercial Code as in effect from time to time in the State of New York

**USD Term Note** 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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL  
SECURITY AGREEMENT DATED 14 MARCH 2012 AND  
CREATED BY DEVICOR MEDICAL UK LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
AND EACH OTHER GRANTOR 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 29 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2012

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