

MG01

Particulars of a mortgage or charge



228631/13

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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



A44 *AG8X9WZZ* 25/08/2011 129
COMPANIES HOUSE

1 Company details For official use

Company number: 0 7 1 7 1 6 7 5

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

→ **Filing 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: ^d1 ^d7 ^m0 ^m8 ^y2 ^y0 ^y1 ^y1

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 supplemental security agreement dated 17 August 2011 between the **Chargor** and General Electric Capital Corporation (the **Agent**) as agent for the Secured Parties (as defined below) (the **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 the Supplemental Security Agreement 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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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

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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

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)

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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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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 SSCM/40298-89/BK 17859032

Company name
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country England

DX

Telephone 02030883733

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

- (a) All the security created under the 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 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 interest created by the Original Security Agreement until such time as the security interest created by the Original Security Agreement ceases to have effect
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under the Supplemental Security Agreement, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when the 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 Supplemental Security Agreement under the heading Real Property, 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
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (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

1.7 Other contracts

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

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (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 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 the Supplemental Security Agreement
- (b) Except as provided below, the Agent may by notice to the Chargor convert the floating charge created by the Supplemental Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if

6 Short particulars of all the property mortgaged or charged

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- (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 the Supplemental Security Agreement 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 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 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 Supplemental Security Agreement or the Original Security Agreement), or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset (other than pursuant to the terms of the Supplemental Security Agreement or the Original Security Agreement),

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 created by the Supplemental Security Agreement 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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Short particulars

3.2 Voting rights

- (a) Before the security created by the Supplemental Security Agreement 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 created by the Supplemental Security Agreement 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 9 July 2010 between the Chargor and GMED Healthcare BVBA
2	The Transfer Pricing and Distribution Agreement dated 9 July 2010 between the Chargor and Devicor Medical Products, Inc
3	The Transfer Pricing and Distribution Agreement dated 9 July 2010 between the Chargor and Devicor France Medical SAS
4	A Pledge of a Business as a Going Concern dated 9 July 2010 between the Chargor and Devicor France Medical SAS

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5	A Pledge of a Bank Accounts dated 9 July 2010 between the Chargor and Devicor France Medical SAS
6	An Assignment of Receivables dated 9 July 2010 between the Chargor and Devicor France Medical SAS

Definitions

In this MG01

Account means any account that bears the name of the Chargor and is maintained with the 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 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 Fifth Third Bank or one of its affiliate entities

Bank Product Obligations 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

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 Second Amendment Agreement

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

Event of Default 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 Chargor 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 means the New York law guaranty and security agreement dated 9 July 2010 between (among others) the Chargor as a Grantor and the

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Agent

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

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

Lenders means the Agent and the several financial institutions from time to time party to the Credit Agreement as lenders

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

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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 (each as defined in the Credit Agreement), and all documents delivered to Agent and/or any Lender in connection with any of the foregoing

Obligations means all Loans, and other Indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by the Chargor and any other 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

Original Security Agreement means the security agreement entered into by the Chargor and the Agent dated 9 July 2010 in connection with the Credit Agreement

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

Second Amendment Agreement means the amendment agreement dated 17 August 2011 between, among others, the Chargor and the Agent, amending 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 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 Assets means all assets of the Chargor the subject of any security created by the Supplemental Security Agreement

Security Period means the period beginning on the date of the 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 Supplemental Security Agreement

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



**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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 17 AUGUST 2011 AND CREATED BY
DEVICOR MEDICAL UK LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE CHARGOR AND EACH
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 25 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 AUGUST 2011

RM



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES