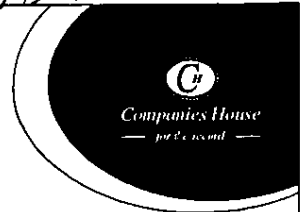


In accordance with
Section 860 of the
Companies Act 2006

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
company To do this, please
use form MG01s

THURSDAY



RCS

"R1ZA1KB"

03/01/2013

#126

COMPANIES HOUSE

1 Company details

Company number 0 4 6 5 1 6 9 1

Company name in full Sunrise Medical Holdings Limited (the "Chargor")

for official use

→ **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 1 8 1 2 2 0 1 2

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 Fixed and Floating Security Document (the "Agreement") granted by the Chargor in favour of
Commerzbank Aktiengesellschaft, Filiale Luxemburg (the "Security Agent") in its capacity as
security agent for the benefit of the Secured Parties

4 Amount secured

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

Amount secured

All existing, future, actual and contingent obligations (whether
incurred alone or jointly, and whether as principal or surety or in some
other capacity) which
(a) any of the Obligors may have to any of the Secured Parties under
or in connection with the Finance Documents, or
(b) any of the Obligors may have to the Security Agent under the
Parallel Debt,
in each case including, but not limited to, all obligations with respect
to costs and expenses in relation to the enforcement of any security
made available in connection therewith and, for the avoidance of
doubt, any obligations based on unjust enrichment (ungerechtfertigte
Bereicherung) or tort (Delikt) under or in connection with the Finance
Documents, excluding in each case any money or liability which, if it
were included, would cause the infringement of section 678 or section
679 of the Companies Act 2006 (the "Secured Obligations")

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

MG01

Particulars of a mortgage or charge

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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	Commerzbank Aktiengesellschaft, Filiale Luxemburg
Address	25, rue Edward Steichen
	L-2540 Luxembourg
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	
Address	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties)

(i) by way of first legal mortgage, all Real Property (including that described in Schedule 2 (Real Property) of the Agreement) and as acquired by it in the future, and

(ii) by way of first fixed charge, all its present and future

(A) subject to Clause 8 (Book Debts) of the Agreement, Book Debts,

(B) subject to Clause 9 (Bank Accounts) of the Agreement, Bank Accounts (including, but not limited to those Bank Accounts specified in Schedule 3 of the Agreement in existence at the date of the Agreement),

(C) the Shares and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interests, redemption proceeds and other monies payable in respect thereof,

(D) the Investments, Dividends and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interests, redemption proceeds and other monies payable in respect thereof,

(E) uncalled capital and goodwill,

(F) Intellectual Property,

(G) plant and machinery, office equipment, computers, vehicles or other chattels in each case having a value of £2,000 (or its equivalent) or more (except that mortgaged or charged by paragraph (a)(i) of Clause 3 of the Agreement),

(iii) all present and future permissions, consents and authorisations (statutory or otherwise) held in connection with its business, and

(iv) any beneficial interest, claim or entitlement which it may have now or from time to time hereafter to any assets of any pension fund

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 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

MILBANK, TWEED, HADLEY & McCLOY LLP

Taunusanlage 15
60325 Frankfurt
Tel: 069 71914-3400
Fax: 069 71914-3500

Please sign the form here

Signature

X

Anthony Morton

for Security

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

[Handwritten signature]

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 **Ali Khan**

Company name

Milbank, Tweed, Hadley & McCloy LLP

Address **10 Gresham Street**

Post town **London**

County/Region **Greater London**

Postcode **E C 2 V 7 J D**

Country **England**

DX

Telephone **020-7615-3089**



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		

2. FLOATING CHARGE

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Agreement and assets located in Scotland or governed by the law of Scotland, including the shares in Lomax Mobility Limited (SC172767))

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Chargor pursuant to Clause 4.1 (Creation) of the Agreement is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Agreement and the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph

2.3 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets if

- (a) an Enforcement Event has occurred,
- (b) the Security Agent reasonably considers that any of the Charged Assets the subject of that floating charge may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security afforded by that floating charge,

provided that this provision will not apply to any Charged Assets situated in Scotland or governed by the law of Scotland

2.4 Automatic conversion

If

- (a) the Chargor takes any step to create any Security (other than any Security permitted to be created under the Facilities Agreement or with the prior consent of the Security Agent) in breach of Clause 6.1 (*Security*) of the Agreement over any of the Charged Assets not subject to a fixed Charge,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets the subject thereof,
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-

organisation of the Chargor, or

- (d) an administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with the court,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge provided that this provision will not apply to any Charged Assets situated in Scotland or governed by the law of Scotland

3. ASSIGNMENT OF INSURANCES

3 1 Assignment

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations, assigns absolutely in favour of the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Insurances, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with or pursuant to the Insurances

4. RESTRICTIONS AND FURTHER ASSURANCE

4 1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 25 15 (Negative pledge) of the Facilities Agreement, except as permitted under the Facilities Agreement or with the prior consent of the Security Agent

4 2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Facilities Agreement or with the prior consent of the Security Agent

4 3 Further assurance

Subject to clause 25 34 (Further assurance) of the Facilities Agreement, the Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent reasonably specifies (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver, or
- (c) to create effective fixed security over any shares which the Chargor holds in any company registered in Scotland, including but not limited to shares in Lomax Mobility Limited (SC172767),

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction



4 4 Documents

Clause 5 5 of the Agreement provides that, following the occurrence of an Enforcement Event, the Chargor shall promptly execute and/or deliver to the Security Agent a copy of such insurance policies effected by it and the related premium receipts, and a copy of the notices referred to in Clause 5 2 (*Notice of Assignment*) and of such other documents relating to the Insurances, as the Security Agent requires

4 5 Future Real Property

Clause 7 3 of the Agreement provides that, subject to the Agreed Security Principles, in the case of the Chargor's future Real Property in England and Wales, the Chargor shall

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of the Chargor as proprietor of that Real Property,
- (b) promptly apply to the Land Registry to register the first fixed equitable charge created by paragraph (a)(i) of Clause 3 (*Fixed Charges*) of the Agreement,
- (c) promptly apply to the Land Registry requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph (a)(ii) of Clause 3 (*Fixed Charges*) of the Agreement, and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to the Chargor that the Security Agent will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

4 6 Legal charge

Clause 7 4 of the Agreement provides that, subject to the Agreed Security Principles, as security for the Secured Obligations, the Chargor shall promptly execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or Wales as the Security Agent reasonably requires. The Chargor shall promptly apply to the Land Registry for registration of any such legal charge in the following manner

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of the Chargor as proprietor of that Real Property,
- (b) promptly apply to the Land Registry to register the first legal mortgage created by paragraph (a)(i) of Clause 3 (*Fixed Charges*) of the Agreement and notice of all other Charges,
- (c) promptly submit to the Land Registry the duly completed Form RXI requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph (a)(i) of Clause 3 (*Fixed Charges*) of the Agreement, and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to the Chargor that the Security Agent will submit the relevant forms to the Land Registry, the Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

4 7 Payment into designated Bank Account(s)

Clause 8 2 of the Agreement provides that, following the occurrence of an Enforcement Event the Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Security Agent, the relevant Bank Account(s)) The Security Agent may designate different Bank Accounts for different moneys

4 8 Documents

Clause 8 3 of the Agreement provides that, following the occurrence of an Enforcement Event the Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent reasonably requires

4 9 Documents

Clause 9 3 of the Agreement provides that, following the occurrence of an Enforcement Event the Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent reasonably requires

4 10 Voting before an Enforcement Event

Clause 10 2 of the Agreement provides that, subject to Clause 10 3 (*Voting after an Enforcement Event*), the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment and/or Shares as it sees fit provided that

- (a) it does so for a purpose not inconsistent with any Finance Document taking into account the facts and circumstances existing at the time of exercise of those rights, and
- (b) the exercise of or failure to exercise those rights would not have an adverse effect on the validity or enforceability of the Security expressed to be created under this Deed

4 11 Voting after an Enforcement Event

Clause 10 3 of the Agreement provides that, at any time after the occurrence of an Enforcement Event

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share or Investment in such manner as it or he sees fit, and
- (b) the Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

4 12 Dividends after an Enforcement Event

Clause 10 5 of the Agreement provides that, at any time after the occurrence of an Enforcement Event, the Chargor shall hold any Dividend received by it on trust for or otherwise on behalf of the Secured Parties and pay the same immediately to the Security Agent or as it may direct

4 13 Documents

Paragraph (c) of Clause 10 1 of the Agreement provides that the Chargor shall following an Enforcement Event, execute and/or deliver to the Security Agent such other document relating to its Shares and Investments including



transfers of Shares and Investments executed in blank, as the Security Agent reasonably requires

4 14 **Registration by the Chargor**

Clause 11.1 of the Agreement provides that, the Chargor shall

- (a) within 15 Business Days of its acquisition or development of any Intellectual Property after the date of this Deed, unless the Security Agent (acting reasonably) agrees in writing otherwise, apply to the Comptroller-General of Patents, Designs and Trade Marks in the United Kingdom to register the charge created by paragraph (a)(iii)(E) of Clause 3 (*Fixed Charges*) pursuant to the provisions of section 25 of the Trade Marks Act 1994, section 32 of the Patents Act 1977 and section 17 of the Registered Designs Act 1949, and
- (b) pay all fees necessary to make the registrations required to be made under paragraph (a) above before the latest time provided for payment

For the avoidance of doubt, the Chargor shall not be required to procure any changes to or corrections of filings on any external register

4 15 **Documents**

Clause 11.3 of the Agreement provides that, following the occurrence of an Enforcement Event, the Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to its Intellectual Property as the Security Agent requires

5. **DEFINITIONS**

"**Accruing Property**" means all stocks, shares or other securities, rights, benefits, proceeds and other property accruing, offered or issued in respect of any Share or any Investment (or any Accruing Property) at any time, whether by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"**Agreed Security Parties**" has the meaning given to the term "Agreed Security Principles" in the Facilities Agreement

"**Bank Accounts**" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"**Book Debts**" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Agreement

"**Debtor**" has the meaning given to the term "Debtor" in the Intercreditor Agreement

"**Delegate**" has the meaning given to the term "Delegate" in the Intercreditor Agreement

"Dividends" means, in relation to any Investment and/or Shares, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Investment and/or Share,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Investment and/or Share,
- (c) allotments, offers and rights accruing or offered in respect of that Investment and/or Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Investment and/or Share

"Enforcement Event" means

- (a) the Facility Agent exercising any of its rights under clause 26 18 (*Acceleration*) of the Facilities Agreement, or
- (b) an event of default under clause 26 1 (*Non-payment*) of the Facilities Agreement has occurred and is continuing

"Facilities Agreement" means the EUR 130,000,000 facilities agreement between Apollo Holdco S à r l as Parent, Apollo Bidco S à r l as Company, Apollo Bidco S à r l and Apollo US Bidco, Inc as Original Borrowers, Apollo Holdco S à r l, Apollo Bidco S à r l and Apollo US Bidco, Inc as Original Guarantors, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Facility Agent, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Security Agent, Commerzbank Aktiengesellschaft, IKB Deutsche Industriebank AG, NIBC Bank N V, Norddeutsche Landesbank Girozentrale and Raiffeisen Bank International AG as Arrangers, Commerzbank Aktiengesellschaft, IKB Deutsche Industriebank AG, NIBC Bank N V, Norddeutsche Landesbank Girozentrale, Raiffeisen Bank International AG and Norddeutsche Landesbank Luxembourg S A as Original Lenders

"Finance Documents" has the meaning given to the term "Finance Documents" in the Facilities Agreement

"Finance Party" has the meaning given to the term "Finance Party" in the Facilities Agreement

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Hedging Agreement" has the meaning given to the term "Hedging Agreement" in the Intercreditor Agreement

"Hedge Counterparty" has the meaning given to the term "Hedge Counterparty" in the Intercreditor Agreement

"Insolvency Act" means the Insolvency Act 1986

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and under which the extent of the proceeds could give rise to a mandatory prepayment under clause 10 (Mandatory Prepayment and Cancellation) of the Facilities Agreement

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and knowhow in each case of a material nature, and any associated or similar rights of a material nature, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)



"Intercreditor Agreement" means the Intercreditor agreement dated 29 November 2012 and made between, among others, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Facility Agent, Commerzbank Aktiengesellschaft, IKB Deutsche Industriebank AG, NIBC Bank N V, Norddeutsche Landesbank Girozentrale and Raiffeisen Bank International AG as Arrangers, Commerzbank Aktiengesellschaft, IKB Deutsche Industriebank AG, NIBC Bank N V, Norddeutsche Landesbank Girozentrale, Raiffeisen Bank International AG and Norddeutsche Landesbank Luxembourg S A as Senior Lenders, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Security Agent, Apollo Bidco S à r l as Company, Apollo US Bidco, Inc as Original Debtor and Apollo Holdco S à r l as Original Subordinated Creditor

"Investments" of the Chargor means

- (a) (all stocks, shares, debentures, securities and other investments (excluding the Shares and any Accruing Property directly or indirectly attributable to the Shares) in which the Chargor has a direct ownership interest, whether now or in the future, and
- (b) all the Chargor's rights under, or otherwise attributable to, all present and future agreements with agents, custodians, fiduciaries, clearing systems and other intermediaries through which are held any stocks, shares, debentures, securities and other investments in respect of which it has an indirect interest, including all its rights in respect of all investment and other accounts established pursuant thereto

"LPA" means the Law of Property Act 1925

"Obligors" means the Chargor and any other parties which are borrowers and/or guarantors from time to time under the Facilities Agreement

"Parallel Debt" means the independent obligation of each of the Obligors pursuant to Clause 30.20 (Security Agent as creditor – parallel debt) of the Facilities Agreement to pay to the Security Agent sums equal to the sums owed by such Obligor to the other Finance Parties (or any of them) under the Finance Documents

"Real Property" means freehold and leasehold property of a material nature in respect of the Chargor now or hereafter (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) belonging to the Chargor

"Receiver" has the meaning given to the term "Receiver" in the Intercreditor Agreement

"Secured Parties" means each Finance Party from time to time under the Facilities Agreement and any Receiver or Delegate

"Shares" means the shares specified in Schedule 4 (Shares) to this Deed

SCHEDULE 4 SHARES

Company	Number of class of Shares
Sunrise Medical Limited (registered number 03570204)	1,000,100 Ordinary Shares of £1 each
Sunrise Medical (China) No 1 Limited (registered number 7609572)	100 Ordinary Shares of £1 each



A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4651691
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 18 DECEMBER 2012 AND CREATED BY
SUNRISE MEDICAL HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OF THE
OBLIGORS TO ANY OF THE SECURED PARTIES OR TO THE
SECURITY AGENT 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 3 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2013

P



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**