



Registration of a Charge

Company Name: **INTEGRATED DENTAL HOLDINGS LIMITED**

Company Number: **03147164**



XC0PK5UL

Received for filing in Electronic Format on the: **04/04/2023**

Details of Charge

Date of creation: **30/03/2023**

Charge code: **0314 7164 0017**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DECHERT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3147164

Charge code: 0314 7164 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2023 and created by INTEGRATED DENTAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2023 .

Given at Companies House, Cardiff on 8th April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



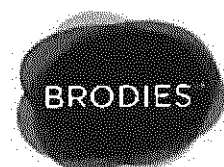
SHARE PLEDGE

BY

INTEGRATED DENTAL HOLDINGS LIMITED

IN FAVOUR OF

ARES MANAGEMENT LIMITED
AS SECURITY AGENT



ENLIGHTENED THINKING

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Share Pledge is delivered on 30 March 2023

SHARE PLEDGE BY:

- (1) **INTEGRATED DENTAL HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 03147164 and having its registered office at Europa House Europa Trading Estate, Stoneclough Road Kearsley, Manchester, M26 1GG (the "**Chargor**")

in favour of

- (2) **ARES MANAGEMENT LIMITED**, (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Agent**").

IT IS AGREED AS FOLLOWS:

1 Undertaking to Pay

The Chargor covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.

2 Pledge

- 2.1 The Chargor as security for the payment and discharge of all the Secured Obligations hereby pledges and assigns to the Security Agent its whole right, title, interest and benefit in and to the Charged Assets.

- 2.2 The Security Agent hereby acknowledges that, notwithstanding any transfer or delivery to it or its nominee ex facie absolutely of the Charged Assets and any registration of the Charged Assets in the name of the Security Agent or any person holding to the order of the Security Agent or the custody thereof by the Security Agent or any such person, the Charged Assets are and shall truly be held by it as security for the payment and discharge of the Secured Obligations on the terms and conditions of this Share Pledge.

3 Perfection

- 3.1 The Chargor shall immediately on its execution of this Share Pledge deliver to the Security Agent any document requested by the Security Agent in respect of the Shares.

- 3.2 Following the occurrence of a Declared Default the Chargor shall:

- 3.2.1 immediately procure that the Security Agent or, at the Security Agent's direction, its nominee shall be registered in the register of members of the Company as the holder of the Shares and that a certified copy of the register of members of the Company is delivered to the Security Agent; and

3.2.2 procure that a share certificate in respect of the Shares in the name of the Security Agent or its nominee is delivered to the Security Agent.

3.3 Without prejudice to Clause 3.2 and to the extent that the Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or re-designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations.

4 Representations and warranties

4.1 The Chargor represents and warrants to the Security Agent and to each other Secured Party that:

4.1.1 the Chargor is the sole beneficial owner of the Shares;

4.1.2 the Shares are fully paid and constitute the entire share capital owned by the Chargor in the Company and constitute the entire issued share capital of the Company; and

4.1.3 this Share Pledge shall, on registration of the transfer of Shares in the register of members of the Company pursuant to this Share Pledge, constitute a first ranking security interest over the Shares in accordance with its terms.

4.2 The representations and warranties in Clause 4.1 shall be deemed to be repeated by the Chargor on each day that the Chargor is deemed to make a Repeating Representation under the Senior Facilities Agreement, with reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

5 Undertakings

5.1 The Chargor hereby undertakes to the Security Agent and to each other Secured Party that during the continuance of this Share Pledge it will:

5.1.1 at the Security Agent's request, duly execute signed but undated stock transfer forms in favour of the Security Agent or, at the Security Agent's direction, its nominee in respect of any Shares acquired by the Chargor after the date of this Share Pledge and following the occurrence of a Declared Default, procure that the Security Agent or its nominee shall be registered in the register of members of the Company as the holder of such Shares and that a share certificate in respect of such Shares in the name of the Security Agent or its nominee shall be delivered to the Security Agent;

5.1.2 duly and promptly pay all calls or other payments which become due in respect of any of the Charged Assets, it being acknowledged by the Chargor that the Security Agent shall not in any circumstances incur any liability whatsoever in respect of any such payments;

5.1.3 not (without the prior written consent of the Security Agent or as otherwise permitted by the Senior Facilities Agreement):-

- 5.1.3.1 create or permit to subsist any Security (other than in favour of the Security Agent) on or over the Charged Assets or any part thereof or interest therein;
- 5.1.3.2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do; or
- 5.1.3.3 exercise any voting and/or other rights and/or powers attaching to the Charged Assets in a manner which would be likely to intentionally prejudice the interests of the Secured Parties or materially adversely affect the validity or enforceability of this Share Pledge or have a material and adverse effect on the ability of the Security Agent to realise this Share Pledge.

6 Dividends and voting rights

6.1 Unless a Declared Default has occurred, the Chargor shall be entitled:

- 6.1.1 to receive and retain all dividends, distributions and other monies paid on or derived from its Charged Assets; and
- 6.1.2 to exercise all voting rights and other rights and powers attaching to the Charged Assets, provided that it must not do so in a manner which would be likely to intentionally prejudice the interests of the Secured Parties or materially adversely affect the validity or enforceability of this Security over the Charged Assets or have a material and adverse effect on the ability of the Security Agent to realise this Share Pledge.

6.2 Following the occurrence of a Declared Default:

- 6.2.1 all dividends and distributions declared and any interest and other payments payable, paid or made in respect of the Shares shall be paid or made to and retained by the Security Agent as though they were proceeds of sale and may be applied by the Security Agent in accordance with Clause 9; and
- 6.2.2 all voting rights in respect of the Shares shall be exercised by the Security Agent or its nominee in such a manner as it shall in its discretion consider appropriate.

7 Enforcement

The security created by or pursuant to this Share Pledge shall become immediately enforceable upon the occurrence of a Declared Default.

8 Powers on enforcement

At any time on or after the security created by or pursuant to this Share Pledge becomes enforceable in accordance with Clause 7 the Security Agent shall be entitled to exercise (or refrain from exercising)

all rights and powers conferred on or exercisable by the owner of the Charged Assets. In particular but without limitation the Security Agent and any nominee of the Security Agent be entitled to retain, sell, call in, collect and convert into money any of the Charged Assets with full power to sell any of the same either together or in parcels and for such consideration as the Security Agent may think fit (subject to any duty implied by law) and with full power to buy in or rescind or vary any contract of sale of the Charged Assets or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such assurances and things as it shall think fit.

9 Application of enforcement proceeds

9.1 Application

All monies received by the Security Agent under or by virtue of this Share Pledge following enforcement of this Share Pledge shall be applied in accordance with and subject to the terms of the Intercreditor Agreement.

9.2 Contingencies

If this Share Pledge is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature.

9.3 Appropriation, Intercreditor Agreement and suspense account

9.3.1 Subject to the Intercreditor Agreement and Clause 9.1 (Application), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

9.3.2 Any such appropriation shall override any appropriation by the Chargor.

9.3.3 All monies received, recovered or realised by the Security Agent under or in connection with this Share Pledge may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent usually grants for accounts of that size and nature without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full.

10 Protection of security

10.1 Continuing security

This Share Pledge is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Share Pledge shall remain in full force and effect as a continuing security for the duration of the Security Period.

10.2 No prejudice

This Share Pledge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for all or any part of the Secured Obligations.

10.3 Right to enforce

This Share Pledge may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

10.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Share Pledge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law

10.5 Partial invalidity

All the provisions of this Share Pledge are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

10.6 New accounts

- 10.6.1 If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than Security which is expressly permitted by the Senior Facilities Agreement) affecting any Charged Asset and/or the proceeds of sale of any Charged Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts

for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

- 10.6.2 As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations

10.7 Non- Impairment

The obligations of the Chargor under, and the security intended to be created by, this Share Pledge shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Share Pledge (whether or not known to it or to any Secured Party).

11 Further assurances

11.1 Further action

Subject to the Agreed Security Principles, the Chargor shall at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominees in order to:

- 11.1.1 perfect the Security created or intended to be created under or evidenced by this Share Pledge or for the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party in respect of any of the Charged Assets or provided by or pursuant to this Share Pledge or by law; and/or
- 11.1.2 confer on the Security Agent or the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Share Pledge; and/or
- 11.1.3 facilitate the realisation of the assets which are, or are intended to be, the subject of this Share Pledge.

11.2 Finance documents

Subject to the Agreed Security Principles, the Chargor shall take all such action as may be available to it (including making all filings and registrations) as is necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Share Pledge.

12 Power of attorney

The Chargor by way of security, irrevocably and severally appoints the Security Agent to be its attorney to take any action whilst an Event of Default is continuing or this Share Pledge has become enforceable, which the Chargor is obliged to take under this Share Pledge, including under Clause 11 (Further assurances), or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

13 Set-off**13.1 Set-off rights**

The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by the Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

13.2 Set-off rights after Security is enforceable

At any time after this Share Pledge has become enforceable (and in addition to its rights under Clause 13.1 (Set-off rights)) the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

13.3 Currency conversion for the purposes of set-off

If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

13.4 Unliquidated or unascertained liabilities

If either obligation referred to in this Clause is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

14 Notices

14.1 Senior Facilities Agreement provisions

Clause 36 (*Notices*) of the Senior Facilities Agreement (other than Clauses 36.3(c), 36.6 (*Electronic communication*) and 36.7 (*Direct electronic delivery by Parent*)) shall apply mutatis mutandis to this Share Pledge as if set out in full herein.

14.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor and the Security Agent for any communication or document to be made or delivered under or in connection with this Share Pledge is:

14.2.1 Chargor: Address: Europa House, Europa Trading Estate, Stoneclough Road,
Kearsley, Manchester M26 1GG

Telephone: 01204 799774

Email address: sroseby@mydentist.co.uk

For the attention of: Stephen Roseby

14.2.2 Security Agent: c/o TMF Group 8th Floor
20 Farringdon Street
London
EC4A 4AB

Copy to:

Ares Management Limited
10 New Burlington Street
6th Floor
London
W1S 3BQ

Telephone: +44 207 434 6414 / 6424

Fax: +44 207 434 6401

Attention: David Ribchester / Nishal Patel

or such other address, facsimile number and/or email in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

15 Third Parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Security Agent to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.

16 Assignment

16.1 The Security Agent may assign or transfer all or any part of its rights under this Share Pledge pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

16.2 The Chargor may not assign or transfer any of its rights and/or obligations under this Share Pledge.

17 Definitions

17.1 In this Share Pledge:

17.1.1 **"the Act"** means the Companies Act 2006;

17.1.2 **"Charged Assets"** means the Shares and all Related Rights in respect of the Shares;

17.1.3 **"the Company"** means the company whose details are set out in Part 1 of the Schedule;

17.1.4 **"Declared Default"** means an Event of Default or a Material Event of Default in respect of which any notice has been issued or rights exercised by the Agent under Clause 27.19 (*Acceleration*) or Clause 27.20 (*Super Senior Acceleration*) of the Senior Facilities Agreement.

17.1.5 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations;

17.1.6 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2006 No 3226);

17.1.7 **"Insolvency Act"** means the Insolvency Act 1986;

17.1.8 **"Intercreditor Agreement"** means the intercreditor agreement originally dated 28 May 2021, as amended and restated on 29 October 2021 and on or around the date of this Share Pledge and made between, among others, (1) the Company, (2) the Security Agent and (3) the Secured Parties;

17.1.9 **"Related Rights"** means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at

any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares;

17.1.10 **"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Share Pledge);

17.1.11 **"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement;

17.1.12 **"Security Period"** means the period beginning on the date of this Share Pledge and ending on the date on which:

17.1.12.1 all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

17.1.12.2 no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

17.1.13 **"Security"** means any floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other security agreement or arrangement having the effect of security;

17.1.14 **"Senior Facilities Agreement"** means the senior term and revolving facilities agreement between (1) Turnstone MidCo 2 Limited as Parent, (2) Turnstone BidCo 1 Limited as Original Borrower, (3) Ares Management Limited as Arranger, (4) the financial institutions listed in Part II of Schedule 1 to it as Original Lenders, (5) Ares Management Limited as Agent, and (6) Ares Management Limited as Security Agent originally dated 28 May 2021 as amended on 11 August 2021 and as amended and restated on 29 October 2021 and as further amended and restated by an amendment and restatement agreement dated on or around the date of this Share Pledge (as the same may be amended, supplemented, novated and/or restated from time to time); and

17.1.15 **"Shares"** means the stocks, shares and securities of the Company set out in Part 2 of the Schedule.

18 Senior Facilities Agreement definitions

In this Share Pledge, terms defined in, or construed for the purposes of, the Senior Facilities Agreement have the same meanings when used in this Share Pledge (unless the same are otherwise defined in this Share Pledge).

19 Interpretation

- 19.1 Unless a contrary indication appears in this Share Pledge, the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement apply to this Share Pledge as though they were set out in full in this Share Pledge, except that references to "this Agreement" will be construed as references to this Share Pledge.
- 19.2 Unless otherwise indicated any reference in this Share Pledge to:
- 19.2.1 the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - 19.2.2 "**this Share Pledge**", the "**Senior Facilities Agreement**", any other Finance Document or any other agreement or instrument is a reference to this Share Pledge, the Senior Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances including, without limitation, pursuant to Clause 2.4 (*Increase*) of the Senior Facilities Agreement);
 - 19.2.3 "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group; and
 - 19.2.4 the Schedule is a reference to the Schedule annexed to this Share Pledge which shall include the Schedule;
- 19.3 Each undertaking of the Chargor (other than a payment obligation) contained in this Share Pledge:
- 19.3.1 must be complied with at all times during the Security Period; and
 - 19.3.2 is given by the Chargor for the benefit of the Security Agent and each other Secured Party.
- 19.4 If the Security Agent or the Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Share Pledge.

20 Inconsistency

If there is any conflict or inconsistency between the provisions of this Share Pledge and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail.

21 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Share Pledge to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

22 Governing Law

- 22.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Pledge (including a dispute relating to the existence, validity or termination of this Share Pledge or any non-contractual obligation arising out of or in connection with this Share Pledge) (a "Dispute").
- 22.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 22.3 This Clause 22 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

23 Certificates

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates.

24 Counterparts

- 24.1 This Share Pledge may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 24.2 If executed in counterparts:
- 24.2.1 this Share Pledge shall not take effect until both of the counterparts have been delivered;
 - 24.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date (the "Agreed Date") on which the counterparts are to be treated as delivered; and
 - 24.2.3 the Agreed Date will be inserted on page 1 of this Agreement.

25 Consent and authorisation

25.1 The Chargor hereby consents to the registration of this Share Pledge and of any certificate referred to in Clause 23 for preservation.

25.2 IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages and the Schedule are executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Share Pledge:

SUBSCRIBED for and on behalf of INTEGRATED DENTAL HOLDINGS LIMITED

signature of
director/secretary/authorised signatory/witness

ANNE-MARIE GOSFELLOW
full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

RICHARD STORAH
full name of above (print)

28/03/2023
date of signing

EUROPAHOUSE, MANCHESTER
place of signing

SUBSCRIBED for and on behalf of ARES MANAGEMENT LIMITED

signature of
director/secretary/authorised signatory/witness

full name of above (print)

address of witness

signature of authorised signatory

full name of above (print)

date of signing

place of signing

25 Consent and authorisation

- 25.1 The Chargor hereby consents to the registration of this Share Pledge and of any certificate referred to in Clause 23 for preservation.
- 25.2 IN WITNESS WHEREOF these presents consisting of this and the preceding 12 pages and the Schedule are executed as follows and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Share Pledge:

SUBSCRIBED for and on behalf of INTEGRATED DENTAL HOLDINGS LIMITED

signature of
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

SUBSCRIBED for and on behalf of ARES MANAGEMENT LIMITED

signature of
director/secretary/authorised signatory/witness

GAIL SLATER
full name of above (print)

address of witness

signature of authorised signatory

Kevin Early
full name of above (print)

21/03/2025
date of signing

LONDON, UK
place of signing

SCHEDULE

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SHARE PLEDGE BETWEEN INTEGRATED DENTAL HOLDINGS LIMITED AND ARES MANAGEMENT LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES

PART 1**THE COMPANY**

Name	Country of Incorporation	Number	Registered Office
Petrie Tucker and Partners Limited	Scotland	SC030254	1 Johnston Street, Paisley, Renfrewshire, PA1 1XQ

PART 2**THE SHARES**

Company	Number of Shares	Nominal Value of each Share	Description
Petrie Tucker and Partners Limited	605,800	£0.01	Ordinary shares