

# M

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

7111

04013600

Name of company

\* Natural Management Limited ("Charging Company")

Date of creation of the charge

27 April 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental legal charge to a debenture dated 2 March 2007 and relating to the properties listed in the schedule hereto ("Deed").

Amount secured by the mortgage or charge

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 present or future member of the Group 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 the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank plc (as Security Agent for the Security Parties) (in such capacity, the "Security Agent") of 5 The North Collonade, Canary Wharf

Postcode E14 4BB

Presenter's name address and  
reference (if any):

DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

DS/DS/43472/620005/UKM/24131815.1

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A33 \*ARXYX9NP\*

07/05/2009

141

COMPANIES HOUSE

**1. GRANT OF SECURITY**

**1.1 Nature of security**

All Security and dispositions created or made by the Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

Definitions used in this form 395 are in addendum 2/4 unless stated otherwise.

(continued in addendum 4/4)

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*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*DLA PW DG LL*

Date

*6 May April 2009*

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

† delete as appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*insert full name  
of Company

\* Natural Management Limited ("Charging Company")

## Addendum 1/4

## 1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

In this form:

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*) to the Debenture;

**"Charging Companies"** means:

- (a) the Original Charging Companies; and
- (b) any other company which accedes to the Debenture pursuant to an Accession Deed;

**"Debenture"** means the debenture dated 2 March 2007 and made between (1) the companies named in it as Original Charging Companies and (2) Kaupthing Bank Hf. (as the Security Agent) (and pursuant to a deed of resignation and appointment dated 14 November 2008 whereby Barclays Bank PLC replaced Kaupthing Bank Hf. as Security Agent);

**"Debenture Security"** means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed;

**"Finance Document"** means any Senior Finance Document (as defined in the Debenture) and any Mezzanine Finance Document (as defined in the Debenture);

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, the Co-ordinator, a Hedge Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement (unless defined herein));

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being;

**"Intercreditor Agreement"** means the intercreditor agreement dated 2 March 2007 and made between the Parent, the other Obligors, Kaupthing Bank HF. as Security Agent, Kaupthing Bank HF. as senior agent, Kaupthing Bank HF. as senior arranger, Kaupthing Bank HF. as mezzanine arranger, Kaupthing Bank HF. as mezzanine agent, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders and the investors as amended by the Intercreditor Amendment Letter and in relation to which the Second Intercreditor Consent Letter has been executed (each term as defined in the Intercreditor Agreement and/or the Senior Facilities Agreement);

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated 2 March 2007 (and as amended and restated on 19 February 2009) and made between ADP Healthcare Services Limited as Parent, ADP Healthcare Acquisitions Limited as borrower, the companies listed in schedule 1 thereto as guarantors/obligors, Kaupthing Bank Hf. as the mezzanine agent, Kaupthing Bank Hf. as the mezzanine arranger, Barclays Bank PLC as Security Agent and Barclays Bank PLC as co-ordinator;

**"Parent"** means ADP Healthcare Services Limited with registration number 06073690 and registered offices at Kirk House, 15 Birkheads Road, Reigate, Surrey RH2 0AW;

Name of company

\*insert full name  
of Company

\* Natural Management Limited ("Charging Company")

**"Party"** means a party to the Senior Facilities Agreement;

**"Properties"** means the properties specified in the schedule attached to this document;

**"Secured Parties"** means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate as defined in the Senior Facilities Agreement, and each Finance Party as defined in the Mezzanine Facility Agreement;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Security Agent"** means Barclays Bank plc as Security Agent for the Secured Parties;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

**"Senior Facilities Agreement"** means the sterling term and revolving facilities agreement dated 2 March 2007 as amended and restated on 19 February 2009 and made between (1) ADP Healthcare Services Limited as Parent, (2) ADP Healthcare Acquisitions Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Borrower, (4) the companies listed in part 1 of schedule 1 to it as Guarantors, (5) Kaupthing Bank Hf. as Arranger, (6) the financial institutions listed in part 2 of schedule 1 to it as Lenders, (7) Barclays Bank plc as Agent (8) Barclays Bank plc as Security Agent, (9) Kaupthing Bank Hf. as Issuing Bank and (10) Barclays Bank plc as co-ordinator, pursuant to which the Lenders (as defined therein) agreed to make certain facilities available to the Borrowers;

**"Subsidiary"** of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation;

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and

**"Target"** means ADP Holdings Limited a company incorporated under the law of England and Wales with registered number 04298115.

## Addendum 3/4

## 3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Name of company

\*insert full name  
of Company

\* Natural Management Limited ("Charging Company")

## Addendum 4/4

## 4. Short particulars of all the property mortgaged or charged (continued)

## 1.2 Legal charge

The Charging Company charged and agreed to charge by way of first legal mortgage all its present and future right, title and interest in and to the Properties and (to the extent not so charged):

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Properties;
- (b) all easements, servitudes, rights and agreements in respect thereof;
- (c) all rents from, or proceeds of sale of, the whole or any part of the Properties; and
- (d) the benefit of all covenants given in respect of the Properties.

## 1.3 Application of Debenture provisions

The Security created by this Deed is created "*pursuant to the Debenture*" and:

- (a) all references in the Debenture to the "**Security Assets**" include the Properties and the other assets charged by this Deed, and to the "**Debenture Security**" includes the Security created by or pursuant to the Deed; and
- (b) all provisions of the Debenture relating to the "**Security Assets**" or the "**Debenture Security**" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to the Properties and the other assets charged by the Deed and to the Security created by the Deed.

## 1.4 Restriction

The Charging Company hereby apply to the Chief Land Registrar (and consent to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to the Properties.

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ♦ 2009] in favour of Barclays Bank PLC referred to in the charges register[or specify appropriate details]."*

## 2. SUPPLEMENTAL DEED

## 2.1 Debenture

- (a) The Deed is supplemental to the Debenture.
- (b) The Deed is a Finance Document.
- (c) From the date of the Deed the provisions of the Debenture and of the Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the Deed.

## 2.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended

**M395 Continuation**

Company number

04013600

Name of company

\*insert full name  
of Company

\* Natural Management Limited ("Charging Company")

by the Deed) continue to apply and remain in full force and effect.

## SCHEDULE

### Details of Properties

Registered land		
Address	Administrative Area	Title number
The Dental Centre, Bay View Road, Northam, Bideford, EX39 1AY	Plymouth	DN560432
Kilkenny House, Cheddon Road, Taunton, TA2 7PH	Plymouth	ST260709

Unregistered land			
Address	Document describing the Property		
	Date	Document	Parties
1st Floor, Breckland House, Church Walk, Mildenhall, Suffolk	9 September 1998	Lease	(1) Lewin Smith and Company Limited; and (2) M J Healy Esq
1st Floor, Valley Medical Centre, Johnson Street, Stocksbridge	6 February 1997	Lease	(1) Paul Gorvin Norton and Trevor Gareth Harker and Mark Atkin; and (2) Nigel John Hargreaves
221 Cowley Road, Oxford OX4 1XG	6 April 1999	Lease	(1) Louis Trevor Prades and Frank Becker; and (2) Poggo Dental Limited and Poggo Group Limited



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4013600  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE  
DATED 27 APRIL 2009 AND CREATED BY NATURAL  
MANAGEMENT LTD. FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF  
THE GROUP TO THE SECURITY AGENT AND/OR THE OTHER  
SECURED PARTIES (OR ANY OF THEM) TO BARCLAYS BANK  
PLC (AS SECURITY AGENT FOR THE SECURITY PARTIES) ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 7 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES