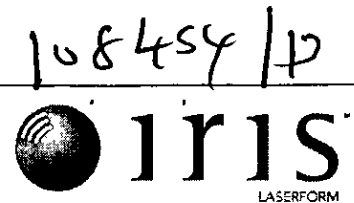


MG01

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**
You cannot use this form to register
particulars of a charge on a
company. To do this, use form
MG01s

THURSDAY



1 Company details

Company number 0 4 0 1 3 6 0 0

Company name in full Natural Management Ltd (the "Company")

9

→ **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 26 09 2012

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 fixed and floating security document dated 26 September 2012 by the
Company and Community Dental Centres Limited (together, the "Chargors")
in favour of ING Bank N V, London Branch (the "Security Agent") (the
"Deed of Debenture")

4 Amount secured

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

Amount secured Each Chargor, as primary obligor and not merely as
surety, has covenanted with the Security Agent to
pay or discharge each of its Liabilities on the
date or dates on which such Liabilities are
expressed to become due in accordance with the
terms of the relevant Finance Document or, if they
do not specify a time for payment, within 3
Business Days of demand by the Security Agent

Each sum appropriated by the Security Agent in
accordance with the Finance Documents in or towards
payment of a particular part of the Liabilities
shall to the extent of that appropriation discharge
each Chargor's obligations in respect of that part
of the Liabilities both to the Security Agent and
to any other Secured Party to which the same is
owed

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

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

ING Bank N V , London Branch

Address

60 London Wall

London

Postcode

E C 2 M 5 T Q

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

Each Chargor, with full title guarantee and as continuing security for the due and punctual payment, discharge and performance of all Liabilities at any time owed or due to the Secured Parties (or any of them)

(a) charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties):

(1) (except where Clause 7.11 (*Charge of Proceeds*) of the Deed of Debenture applies) by way of first legal mortgage, all Real Property in England and Wales now belonging to it;

(11) (except where Clause 7.11 (*Charge of Proceeds*) of the Deed of Debenture applies) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and

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

(A) (except where Clause 8.4 (*Charge of Proceeds*) of the Deed of Debenture applies) Book Debts,

(B) Bank Accounts,

(C) Investments,

(D) uncalled capital and goodwill,

(E) (except where Clause 11.6 (*Charge of Proceeds*) of the Deed of Debenture applies) Intellectual Property,

Please refer to the Continuation Sheet C3 for further particulars

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

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

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 **Brendon Tan (70-40488819)**

Company name
Clifford Chance LLP

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 2402**



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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(F) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Deed of Debenture),</p> <p>(G) if not effectively assigned by Clause 5 (<i>Assignment</i>) of the Deed of Debenture all proceeds of any Intra-Group Loan Agreements,</p> <p>(H) where not effectively assigned by Clause 5 (<i>Assignment</i>) of the Deed of Debenture all proceeds of any Insurances and claims of any kind, returns of premium and other benefits relating thereto, and</p> <p>(I) if not effectively assigned by Clause 5 (<i>Assignment</i>) of the Deed of Debenture, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>(b) charged in favour of the Security Agent (as trustee for itself and 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 (<i>Fixed Charges</i>) of the Deed of Debenture or assigned by Clause 5 (<i>Assignment</i>) of the Deed of Debenture</p> <p>(c) assigned absolutely in favour of the Security Agent (as trustee for itself and for the Secured Parties) all its present and future right, title and interest in and to the Assigned Agreements, including all moneys payable to any Chargor, and any claims, awards and judgments in favour of receivable or received by any Chargor, under or in connection with or pursuant to the Assigned Agreements</p> <p>The qualifying floating Charge created by the Company pursuant to clause 4.1 (<i>Creation</i>) of the Deed of Debenture is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act. Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed of Debenture and the Security Agent may appoint an Administrator of the Company pursuant to that paragraph.</p> <p>The qualifying floating Charge created by the Company ranks</p> <p>(a) behind all the fixed Charges created by the Company, but</p> <p>(b) in priority to any other Security over the Charged Assets of the Company except for Security ranking in priority in accordance with paragraph (f) of schedule 1 (<i>Rights of Receivers</i>) to the Deed of Debenture</p> <p>The Deed of Debenture contains covenants for further assurance and a negative pledge</p> <p>Definitions</p> <p>"Accession Deed" means a document substantially in the form set out in schedule 7 (<i>Form of Accession Deed</i>) to the Senior Facilities Agreement.</p> <p>"Acquisition" has the meaning given to it in the Senior Facilities</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement</p> <p>"Acquisition Agreements" means the 3 sale and purchase agreements each dated 28 January 2011 relating to the Acquisition</p> <p>"Acquisition Documents" means the Acquisition Agreements, any disclosure letter relating to the Acquisition Agreements (and dated on or before the date of the Acquisition Agreements), the Warranty Deeds and any other document designated as an "Acquisition Document" by the Agent and the Parent.</p> <p>"Additional Capex/Acquisition Facility" means a senior uncommitted capex/acquisition term loan facility referred to in clause 43 (<i>Additional Capex/Acquisition Facility</i>) of the Senior Facilities Agreement</p> <p>"Additional Capex/Acquisition Facility Document" means any document setting out the terms of an Additional Capex/Acquisition Facility and designated as such by the Additional Capex/Acquisition Facility Lender and Turnstone Bidco 1 Limited a copy of which is delivered to the Agent pursuant to clause 43 (<i>Additional Capex/Acquisition Facility</i>) of the Senior Facilities Agreement.</p> <p>"Additional Capex/Acquisition Facility Lender" means any person (including a Lender under the Senior Facilities Agreement or banks or financial institutions that are not party to the Senior Facilities Agreement) that has become a Lender in respect of the Additional Capex/Acquisition Facility by delivering an Additional Capex/Acquisition Facility Lender Accession Notice.</p> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.</p> <p>"Agency Fee Letter" shall have the meaning given to that term in clause 16 3 (<i>Agency Fee</i>) of the Senior Facilities Agreement</p> <p>"Agent" means ING Bank N V , London Branch.</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 8 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 8 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement</p> <p>"Arranger" means each of ING Bank N.V , London Branch, The Governor and Company of the Bank of Ireland, Lloyds TSB Bank Plc and Société Générale, London Branch as mandated lead arrangers</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Assigned Agreements" means

(a) the Insurances, including all moneys payable to the Chargors, all proceeds and premium in respect of Insurances, all benefits of Insurances and any claims, awards and judgments in favour of the Chargors, under or in connection with the Insurances,

(b) the Intra-Group Loan Agreements; and

(c) the Acquisition Documents

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution or other person in which it at the date of the Deed of Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Deed of Debenture or in the future standing to the credit of or accrued or accruing on those accounts and the debts represented by them and includes any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts, including those listed in schedule 3 (*Bank Accounts*) to the Deed of Debenture, if any

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Deed of Debenture 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

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

"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 Deed of Debenture

"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 (*Form of Compliance Certificate*) to the Senior Facilities Agreement

"Delegate" means a delegate or sub-delegate appointed under clause 18 2 (*Delegation*) of the Deed of Debenture

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

(a) dividends, interest and distributions of any kind and any other sum received or receivable in respect of that Investment,

(b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Investment,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) allotments, offers and rights accruing or offered in respect of that Investment, and</p> <p>(d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Investment</p> <p>"Facility" means any of the Senior Facilities</p> <p>"Fee Letter" means</p> <p>(a) any letter or letters dated 28 January 2011 between any Finance Party and Turnstone Bidco 1 Limited setting out any of the fees referred to in clause 16 (Fees) of the Senior Facilities Agreement, including the Fee/Syndication Letter and the Agency Fee Letter, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in clause 16 4 (Fees payable in respect of Letters of Credit) of the Senior Facilities Agreement or clause 16 5 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement or under any other Finance Document</p> <p>"Fee/Syndication Letter" means the letter between the Turnstone Bidco 1 Limited and the Arranger dated 28 January 2011 relating to syndication and arrangement fees</p> <p>"Finance Document" means the Senior Facilities Agreement, any Security Document, any Additional Capex/Acquisition Facility Document, any Fee Letter, any Hedging Document, the Intercreditor Agreement, the Hedging Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Utilisation Request and any other document designated as a Finance Document by the Agent and Turnstone Bidco 1 Limited, provided that where the term Finance Document is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Document shall be a Finance Document only for the purposes of.</p> <p>(a) the definition of Material Adverse Effect,</p> <p>(b) paragraph (a) of the definition of Permitted Payments,</p> <p>(c) paragraph (a) of the definition of Permitted Transaction,</p> <p>(d) the definition of Transaction Document,</p> <p>(e) the definition of Security Document;</p> <p>(f) paragraph (a)(iv) of clause 1 2 (Construction) of the Senior Facilities Agreement,</p> <p>(g) clause 2 3 (Finance Parties' Rights and Obligations) of the Senior Facilities Agreement,</p> <p>(h) clause 22 (Guarantee and Indemnity) of the Senior Facilities</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement,

(1) clause 26 11 (*Pari passu ranking*) of the Senior Facilities Agreement, and

(j) schedule 12 (*Security Principles*) to the Senior Facilities Agreement

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, or any Ancillary Lender **provided that** where the term Finance Party is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Bank shall be a Finance Party only for the purposes of

(a) the definition of Secured Parties,

(b) paragraph (a)(1) of clause 1 2 (*Construction*) of the Senior Facilities Agreement,

(c) paragraph (b) of the definition of Material Adverse Effect of the Senior Facilities Agreement,

(d) clause 2 3 (*Finance Parties' Rights and Obligations*) of the Senior Facilities Agreement;

(e) clause 22 (*Guarantee and Indemnity*) of the Senior Facilities Agreement,

(f) clause 32 (*Conduct of Business by the Finance Parties*) of the Senior Facilities Agreement, and

(g) schedule 12 (*Security Principles*) of the Senior Facilities Agreement

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

"Group" means Turnstone Bidco 1 Limited and each of its Subsidiaries for the time being.

"Hedging Bank" means any person which has become a Party as a Hedging Bank in accordance with clause 28 8 (*Accession of Hedging Banks*) of the Senior Facilities Agreement which is or has become, a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement

"Hedging Document" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Turnstone Bidco 1 Limited and a Hedging Bank for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Hedging Letter" means the letter dated on or before the Signing Date and made between the Agent and Turnstone Bidco 1 Limited describing the hedging arrangements to be entered into in relation to the Term Facilities.

"Insurances" of a Chargor means the contracts and policies of insurance of any kind on the date of the Deed of Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Deed of Debenture or in the future has an interest, including those listed in schedule 6 (*Insurances*) to the Deed of Debenture (other than any public or third party liability insurance)

"Intellectual Property" of a Chargor means all material 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 know-how, and any associated or similar rights anywhere in the world, which it at the date of the Deed of Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Deed of Debenture 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) (including those listed in schedule 7 (*Intellectual Property*) to the Deed of Debenture.

"Intercreditor Agreement" means the intercreditor agreement dated 16 March 2011 and made between, among others, the Parent, Turnstone Bidco 1 Limited, the Security Agent and the Lenders

"Intra-Group Loan Agreements" means any agreements (whether documented or not) or documents relating to material intercompany receivables of the Company and includes the intra-group loan agreements listed in schedule 5 (*Intra-Group Loan Agreements*) to the Deed of Debenture

"Investments" of a Chargor means those investments listed in schedule 4 (*Investments*) to the Deed of Debenture (if any) together with:

(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

(c) Dividends in respect of any such securities and investments or in substitution, conversion or exchange for any such securities or investments,

(d) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

(e) all other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of any such securities or investments and all cash or other securities or investments in the future deriving from the Investments or such other rights,

in each case at the date of the Deed of Debenture or in the future owned by it legally or beneficially or (to the extent of its interest) in which it at the date of the Deed of Debenture or in the future has an interest and whether held by such Chargor or any nominee on its behalf other than investments in any of its subsidiaries to the extent the earnings before interest, tax, depreciation and amortisation calculated on the same basis as EBITDA of such subsidiary equates to less than or equal to 5% of the EBITDA of the Group

"Issuing Bank" means ING Bank N V , London Branch and any other Lender under the Revolving Facility which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the **"Issuing Bank"**) **provided that**, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Lender" means

(a) any Original Lender,

(b) any Additional Capex/Acquisition Facility Lender, and

(c) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 28 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement.

"Liabilities" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"Material Adverse Effect" has the meaning given to it in the Senior Facilities Agreement.

"Parent" means Turnstone Midco 2 Limited

"Permitted Payments" has the meaning given to it in the Senior Facilities

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement</p> <p>"Permitted Transaction" has the meaning given to it in the Senior Facilities Agreement.</p> <p>"Real Property" means any material freehold and leasehold property in England and Wales and any other material real property anywhere in the world (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), including that specified in schedule 2 (<i>Real Property</i>) to the Deed of Debenture, if any</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets.</p> <p>"Resignation Letter" means a letter substantially in the form set out in schedule 8 (<i>Form of Resignation Letter</i>) to the Senior Facilities Agreement</p> <p>"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement and any Receiver and/or Delegate</p> <p>"Security Documents" means the documents under which the Security to be provided to the Security Agent is or is to be granted</p> <p>"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</p> <p>"Selection Notice" means a notice substantially in the form set out in part II of schedule 3 (<i>Requests and notices</i>) to the Senior Facilities Agreement given in accordance with clause 14 (<i>Interest Periods</i>) to the Senior Facilities Agreement in relation to a Term Facility</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 16 March 2011 and entered into between, among others, Turnstone Bidco 1 Limited as company and ING Bank N V , London Branch as security agent (as amended from time to time)</p> <p>"Signing Date" means 16 March 2011</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.</p> <p>"Term Facility" means Facility A, Facility B, the Capex/Acquisition Facility and any Additional Capex/Acquisition Facility.</p> <p>"Transaction Documents" means the Finance Documents and the Acquisition Documents</p> <p>"Utilisation Request" means a notice substantially in the relevant form</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

set out in part I of schedule 3 (*Requests and notices*) to the Senior Facilities Agreement.

"Warranty Deed" means each of the warranty deeds entered into or to be entered into between (1) the registered and beneficial owners of certain shares in Pearl Cayman 2 Limited and Turnstone Bidco 1 Limited and (11) the management team of ADP Primary Care Acquisitions Limited and Turnstone Bidco 1 Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4013600
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 26 SEPTEMBER 2012 AND CREATED BY
NATURAL MANAGEMENT LTD. FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO ANY
SECURED PARTY 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 27 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 OCTOBER 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES