

MG01

Particulars of a mortgage or charge



1317 25/12

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 a
company. To do this, please
use form MG01s

FRIDAY



LD3 27/08/2010 324
COMPANIES HOUSE

1 Company details

Company number: 6 3 6 3 1 4 9
Company name in full: Euxton (No 1) Limited (the "Company")

3
→ **Filling 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: 18 08 2010

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 "**Security Deed**") dated 18 August 2010 between, amongst others, the Company and Barclays bank PLC (the "**Security Agent**", as security agent for the benefit of the Secured Parties (which expression includes its successors in title, permitted assigns and permitted transferees)).

4 Amount secured

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

Amount secured: The "**Liabilities**", which are defined in the Security Deed as meaning all present and future moneys, debts and liabilities due, owing or incurred by a Chargor or the Scottish Chargor to the Secured Parties under or in connection with any Secured 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).

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	Barclays Bank PLC	
Address	5 The North Colonnade	
	Canary Wharf, London	
Postcode	E 1 4 4 B B	
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	Please see attached continuation pages.	

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 866).

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 870). 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

LINKLATERS 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 Cecil Leung

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX DX10 LONDON/CITY

Telephone 020 7456 2000



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 mortgage or charge
- ☒ 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

1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor or Scottish Chargor), charges in favour of the Security Agent

- (a) by way of legal mortgage, all material Real Property in England and Wales now belonging to it as listed in Schedule 2 (*Material Real Property*) to the Security Deed except that the Charges shall not extend to
 - (i) any leasehold property if and to the extent the terms of the relevant lease prohibit the creation of Security over that leasehold property, or
 - (ii) any Real Property the creation of Security over which requires consent from a third party and such consent has not been obtained,
- (b) by way of fixed equitable charge, all other material Real Property now belonging to it and all material Real Property acquired by it in the future except that the charges shall not extend to
 - (i) any leasehold property if and to the extent the terms of the relevant lease prohibit the creation of Security over that leasehold property, or
 - (ii) any Real Property the creation of Security over which requires consent from a third party and such consent has not been obtained, and
- (c) by way of fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments,
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property,
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except that mortgaged or charged as described in paragraph (a) or (b) above),
 - (viii) all related proceeds, claims of any kind, returns of premium and other benefits referable to the Insurances, and
 - (ix) if not effectively assigned under clause 3 2 (*Assignment*) of the Security Deed, all its rights and interest (and claims under) the Assigned Agreements,

provided that following the date of Share Conversion in relation to the Class B Shares of each of its Subsidiaries, the Charges over the Class B Shares (together with any rights of the Security Agent or other Secured Parties in relation to the Class B Shares under the Security Deed) shall not be prejudiced by the conversion into Class A Shares and the provisions of the Security Deed referable to the Class B Shares shall be deemed to apply to the Class A Shares created upon the conversion of Class B Shares in accordance with the Share

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>Conversion</p> <p>2 Floating Charge</p> <p>Creation: The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by clause 3 (<i>Fixed Charges and Assignment</i>) of the Security Deed), provided that that Charges shall not extend to</p> <p>(a) up to and excluding the Conversion Date in relation to the relevant Subsidiary of the Company, in each case any Class A Shares,</p> <p>(b) any voting shares in any Subsidiary of the Company, provided that if such Subsidiary is a Material Subsidiary, the share capital of such Subsidiary shall be split into Class A Shares and Class B Shares as soon as reasonably practicable but in any event no later than 20 Business Days following receipt by the Agent of the Compliance Certificate for the audited annual financial statements of the Group delivered in accordance with the terms of the Applicable Facilities Agreement or (in the case of a Material Subsidiary acquired pursuant to an acquisition) 20 Business Days following the acquisition, as the case may be, and</p> <p>(c) any leasehold property if and to the extent the terms of the relevant lease prohibit the creation of Security over that leasehold property</p> <p>3 Assignment</p> <p>3.1 Creation: The Company, with full title guarantee and as security for the payment of the Liabilities, assigns absolutely to the Security Agent all its rights, title and interest in the relevant Assigned Agreements (to the extent permissible under English law in respect of paragraph (c) of the definition of "Assigned Agreements"), provided that on payment or discharge in full of the Liabilities, the Security Agent will, at the request and cost of the Company, re-assign the relevant Assigned Agreements to the Company (or as it shall direct)</p> <p>3.2 Until the occurrence of an Enforcement Event which is continuing, but subject to clause 12 (<i>Assigned Agreements</i>) of the Security Deed, the Company may continue to deal with the counterparties to the relevant Assigned Agreements assigned pursuant to paragraph 3.1 above provided that the exercise of such right and such dealing would not result in the occurrence of an Enforcement Event, except in relation to the Assigned Agreements set out in paragraphs (c) and (d) of the definition of "Assigned Agreements" where the Company is prohibited from any such dealings unless it obtains the prior written consent of the Security Agent</p> <p>3.3 The Security Agent may only exercise its right to select an Administrator of the Company under the Assigned Agreement set out in paragraph (c) of the definition of "Assignment Agreement" if the Administrator to be selected is an insolvency practitioner being an employee or partner in an internationally recognised accounting firm</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 Charges over Class A Shares

Creation: From and including the date of a Merrill Change of Control in relation to a Subsidiary of the Company, the Class A Shares of that Subsidiary shall automatically become subject to the Charges which did not apply to it prior to the Merrill Change of Control, without the need for any further action, but without prejudice to the rights of the Security Agent under clause 5.3 (*Further assurance*) of the Security Deed

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to "**assets**" includes present and future properties, revenues and rights of every description

"**Accession Letter**" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

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

"**Agreed Form**" means, in relation to a document, that it is in form and substance satisfactory to the Security Agent (acting reasonably)

"**Ancillary Facility Document**" has the meaning given to it in the Senior Facilities Agreement

"**Applicable Facilities Agreement**" means

- (a) up to and including the Senior Discharge Date, the Senior Facilities Agreement, and
- (b) thereafter, the Mezzanine Facility Agreement

"**Assigned Agreements**" means

- (a) the Insurances,
- (b) the Intra-Group Loan Agreements,
- (c) the right to select an Administrator of the Chargor provided that the Administrator is an insolvency practitioner being an employee or partner in an internationally recognised accounting firm, and
- (d) the voting rights attached to all Class B Shares of each Subsidiary of a Chargor which is an Obligor in respect of the Reserved Matters

"**Bank Accounts**" of a Chargor and the Scottish 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 including those listed in Schedule 3 (*Bank Accounts*) to the Security Deed, 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), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and

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

indemnities of any kind

"Borrower" means a borrower under the Senior Facilities Agreement or the Mezzanine Facility Agreement

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

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day

"Call Option" means the call option over the Class A Shares as set out in the constitutional documents of the relevant Subsidiary of a Chargor or the Scottish Chargor in the Agreed Form

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

"Chargor" means IDH Group Limited (registered number 5657369), IDH Acquisitions Limited (registered number 5657372), Bramora Limited (registered number 6370357), Diverse Holdings Limited (registered number 5140766), Diverse Acquisitions Limited (registered number 5109784), Integrated Dental Holdings Limited (registered number 3147164), Whitecross Group Limited (registered number 3536089), Whitecross Healthcare Limited (registered number 2893060), Whitecross Dental Care Limited (registered number 244415), First Choice Dental Limited (registered number 5943470), Orthoworld Limited (registered number 3605059), Orthoworld 2000 Limited (registered number 506666), Du Toit and Burger Partnership Limited (registered number 5977968), Du Toit and Burger Partnerships (Sudbury) Limited (registered number 6021396), Du Toit and Burger Partnership (Silvertown) Limited (registered number 6021385), Du Toit and Burger Partnership (Stratford) Limited (registered number 6021388), Du Toit and Burger Partnership (Harwich) Limited (registered number 6021395), Du Toit and Burger Partnership (Ipswich) Limited (registered number 6021397), Ffolliott Bird Associates Limited (registered number 6355253), Westhoughton (No 1) Limited (registered number 6363150), Euxton (No 1) Limited (registered number 6363149), Fallowfield (No 1) Limited (registered number 6363142), Padgate (No 1) Limited (registered number 6360395) and Jackro Healthcare Services Limited (registered number 6427840) (together, the **"Chargors"**)

"Class A Shares" means the Class A shares held by a Chargor or the Scottish Chargor in any of its Subsidiaries with full shareholder voting rights attached to them, including the right to elect and remove directors and to vote on any proposed amendments to the constitutional documents of the relevant Subsidiary of that Chargor or the Scottish Chargor in the Agreed Form For the avoidance of doubt, this does not include any Class B Shares which have become Class A Shares on the date of the relevant Share Conversion

"Class B Shares" means the Class B shares held by a Chargor or the Scottish Chargor in any of its Subsidiaries with no voting rights other than a right to vote on certain matters as set out in the constitutional documents of the relevant Subsidiary of a Chargor or the Scottish Chargor in the Agreed Form

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

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement or the Mezzanine Facility Agreement

"Conversion Date" has the meaning given to it in the definition of Investments

"Drag Along Rights" means the rights attached to the holders of the Class B Shares as set out in the constitutional documents of the relevant Subsidiary of a Chargor or the Scottish Chargor in the Agreed Form

"EBITDA" has the meaning given to it in clause 24 1 (*Definitions*) of the Senior Facilities Agreement or clause 20 1 (*Definitions*) of the Mezzanine Facility Agreement

"Enforcement Event" means the occurrence of an Event of Default which has resulted in

- (a) a notice being served by the Senior Agent under and in accordance with clause 26 18 (*Acceleration*) of the Senior Facilities Agreement, or
- (b) a notice being served by the Mezzanine Agent under and in accordance with clause 22 18 (*Acceleration*) of the Mezzanine Facility Agreement

"Event of Default" has the meaning given to it in clause 26 (*Events of Default*) of the Senior Facilities Agreement or clause 22 (*Events of Default*) of the Mezzanine Facility Agreement

"Fee Letter" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Finance Document" means the Senior Facilities Agreement, the Mezzanine Facility Agreement, each Accession Letter, any Ancillary Facility Document, each Fee Letter, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, each Security Document, any Syndication Agreement, the Syndication Side Letter and any other document designated as such by the designated as such by the Senior Agent and Pearl Topco Limited (registered number 6475300) or the Mezzanine Agent and Pearl Topco Limited (registered number 6475300)

"Finance Party" means the Finance Parties as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement

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

"Group" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Guarantor" means a guarantor under the Senior Facilities Agreement or the Mezzanine Facility Agreement

"Hedging Bank" means any person which has entered into or intends to enter into any interest rate hedging in respect of the interest due under the Senior Facilities Agreement or the Mezzanine Facility Agreement with a member of the Group and which has become a Hedging Bank in accordance with clause 26 2 (*Accession of Hedging Banks*) or clause 26 3 (*Assignments and transfers by Hedging Banks*) of the Intercreditor Agreement, which has not

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

ceased to be a Hedging Bank in accordance with the Intercreditor Agreement

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy set out in the Hedging Letter

"Hedging Letter" has the meaning given to it in the Senior Facilities Agreement

"Holding Company" means, in relation to a company, corporation or other legal entity, any other company, corporation or other legal entity in respect of which it is a Subsidiary

"Insurances" of a 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 including those listed in Schedule 5 (*Insurances*) to the Security Deed (if any), and which, if a claim were made under that contract or policy would be capable of triggering the mandatory provisions of clause 11 8 (*Mandatory prepayment - Net Insurance Proceeds*) of the Senior Facilities Agreement or clause 7 6 (*Mandatory prepayment - Net Insurance Proceeds*) of the Mezzanine Facility Agreement

"Intellectual Property" of a 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 know-how, and any associated or similar rights anywhere in the world, 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 February 2008 entered into between, amongst others, Pearl Topco Limited (registered number 6475300), Pearl Bidco Limited (registered number 6475333) and the Security Agent (as amended and restated from time to time)

"Intra-Group Loan Agreements" means any agreements (whether documented or not) or documents relating to material intercompany receivables of a Chargor and includes the intra-group loan agreements listed in Schedule 6 (*Intra-Group Loan Agreements*) to the Security Deed (if any)

"Investments" of a Chargor or the Scottish Chargor means those investments which that Chargor or Scottish Chargor holds in an Obligor listed in Schedule 4 (*Investments*) to the Security Deed (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) 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 person or their nominee, in each case whether or not on a fungible basis (including rights against any such

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

person), and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and excluding

- (i) up to and excluding the date of a Merrill Change of Control (the "**Conversion Date**") in relation to the relevant Subsidiary of a Chargor or of the Scottish Chargor, in each case any Class A Shares, and

- (ii) any voting shares in any Subsidiary of a Chargor or of the Scottish Chargor, provided that if such Subsidiary is a Material Subsidiary, the share capital of such Subsidiary shall be split into Class A Shares and Class B Shares in accordance with paragraph (d) of each of clause 25 23 (*Security and guarantees*) of the Senior Facilities Agreement and clause 21 23 (*Security and guarantees*) of the Mezzanine Facility Agreement

"Material Subsidiary" means

- (a) any member of the Group listed in the list of Material Subsidiaries provided to the Senior Agent under paragraph (f) of clause 25 23 (*Security and guarantees*) of the Senior Facilities Agreement or to the Mezzanine Agent under clause 21 23 (*Security and guarantees*) of the Mezzanine Facility Agreement unless such Subsidiary no longer satisfies the criteria in paragraph (b) below,

- (b) each Obligor and each wholly-owned Subsidiary of Pearl Topco Limited (registered number 6475300), the EBITDA of which (unconsolidated where that Subsidiary itself has Subsidiaries) as at the date as at which its latest annual audited consolidated financial statements or, if not available or required by law, such other appropriate accounts were prepared or, as the case may be, for the financial period to which those financial statements relate account for five per cent or more of the consolidated EBITDA of the Group (as calculated by reference to the latest audited consolidated financial statements of the Group),

- (c) a Holding Company of a wholly-owned Subsidiary of Pearl Topco Limited (registered number 6475300) falling within paragraph (b) above, provided that only the immediate Holding Company of such wholly-owned Subsidiary shall be a Material Subsidiary, or

- (d) a wholly-owned Subsidiary of Pearl Topco Limited (registered number 6475300) to which has been transferred (whether in a single transaction or a series of transactions (whether related or not)) the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transaction(s) was a Material Subsidiary until it is demonstrated (by reference to the next financial statements of that Subsidiary and of the Group referred to in paragraph (b) above for a period ended after that transfer) not to be a Material Subsidiary according to the test set out above

For the purposes of this definition, if a Subsidiary is acquired by Pearl Topco Limited (registered number 6475300) after the end of the financial period to which the latest audited

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

consolidated financial statements of the Group relate, those financial statements shall be adjusted as set out in paragraph (f)(i) of clause 24.4 (*Financial covenant calculations*) of the Senior Facilities Agreement or of clause 20.4 (*Financial covenant calculations*) of the Mezzanine Facility Agreement as if that Subsidiary had been shown in them by reference to its then latest audited financial statements until audited consolidated financial statements of the Group for the financial period in which the acquisition is made have been prepared

"Merrill Change of Control" means, in relation to the relevant Subsidiary of a Chargor or of the Scottish Chargor, that Subsidiary ceases to be a Subsidiary of Merrill Lynch & Co, Inc

"Mezzanine Agent" means the Agent as defined in the Mezzanine Facility Agreement

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 29 February 2008 (as amended and restated from time to time) entered into between, amongst others, Pearl Bidco Limited, Barclays Leveraged Finance, The Governor and Company of the Bank of Ireland, Merrill Lynch International and The Royal Bank of Scotland plc as Mandated Lead Arrangers and Barclays Bank plc as Agent and Security Agent

"Obligor" means a Borrower or a Guarantor

"Real Property" means any freehold and leasehold property in England and Wales including freehold and leasehold property and other 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 material Real Property specified in Schedule 2 (*Material Real Property*) to the Security Deed, if any

"Reserved Matters" means the matters relating to

- (a) any proposed amendment to the constitutional documents of the relevant Subsidiary in the Agreed Form or any other Transaction Document to which the relevant Subsidiary is a party which adversely affects or has the effect of adversely affecting the rights attaching to the Class B Shares or which amends the terms of the rights attaching to the Class A Shares in any manner which prefers, increases or enhances the rights of the Class A Shares relative to the rights of the Class B Shares (including any amendment of the rights contemplated by the Call Option, Share Conversion and Drag Along Rights),
- (b) the appointment of an administrative receiver, an Administrator, or the winding-up or liquidation of the relevant Subsidiary,
- (c) the creation of any other class of share capital in the relevant Subsidiary,
- (d) the issue of any further Class A Shares in respect of the relevant Subsidiary, and
- (e) as otherwise agreed by each Chargor or the Scottish Chargor and the Security Agent

"Resignation Letter" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Scottish Chargor" means Petrie Tucker and Partners Limited (SC030254)

"Secured Document" means the Finance Documents and the Hedging Documents

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

"Secured Party" means a Finance Party or a Hedging Bank

"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Senior Agent" means the Agent as defined in the Senior Facilities Agreement

"Senior Discharge Date" has the meaning given to it in the Intercreditor Agreement

"Senior Facilities Agreement" means the senior facilities agreement dated 29 February 2008 (as amended and restated from time to time) and entered into between, amongst others, Pearl Bidco Limited, Barclays Leveraged Finance, The Governor and Company of the Bank of Ireland, Merrill Lynch International and The Royal Bank of Scotland plc as Mandated Lead Arrangers and Barclays Bank plc as Agent and Security Agent

"Share Conversion" means the conversion of Class B Shares into Class A Shares of the relevant Subsidiary of a Chargor or of the Scottish Chargor as set out in the constitutional documents of the relevant Subsidiary of a Chargor or of the Scottish Chargor in the Agreed Form, provided that no such conversion shall occur if the relevant Subsidiary remains a Subsidiary of Merrill Lynch & Co, Inc

"Subsidiary" means in relation to any company, corporation or other legal entity, (a **"holding company"**), a company, corporation or other legal entity

(a) which is controlled, directly or indirectly, by the holding company,

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Syndication Agreement" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Syndication Side Letter" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007

"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in euro

"Transaction Document" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement

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

Note (2): The Real Property specified in Schedule 2 (*Maternal Real Property*) to the Security Deed is as follows

None

Note (3): The Bank Accounts specified in Schedule 3 (*Bank Accounts*) to the Security Deed are as follows

Name	Sort Code	Account Number	Account Bank
IDH Group Limited	16-19-27	10164025	The Royal Bank of Scotland plc
IDH Group Limited	20-65-82	80619736	Barclays Bank PLC
IDH Acquisitions Limited	20-65-82	10933538	Barclays Bank PLC
IDH Acquisitions Limited	20-65-82	50471852	Barclays Bank PLC
IDH Acquisitions Limited	20-65-82	60186953	Barclays Bank PLC
IDH Acquisitions Limited	20-65-82	90910554	Barclays Bank PLC
Diverse Holdings Limited	20-65-82	80585572	Barclays Bank PLC
Diverse Acquisitions Limited	20-65-82	00918903	Barclays Bank PLC
Integrated Dental Holdings Limited	20-65-82	60127213	Barclays Bank PLC
Whitecross Dental Care Limited	20-65-82	40216631	Barclays Bank PLC
Petrie Tucker and Partners Limited	20-65-82	00455237	Barclays Bank PLC
First Choice Dental Limited	20-65-82	60743399	Barclays Bank PLC
Orthoworld Limited	20-65-82	60411922	Barclays Bank PLC
Orthoworld Limited	20-65-82	70077127	Barclays Bank PLC
Orthoworld Limited	20-65-82	60678082	Barclays Bank PLC
Orthoworld Limited	20-65-82	90108332	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	40060534	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	80360430	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	40611336	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	80481335	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	40063231	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	20218839	Barclays Bank PLC

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

Orthoworld 2000 Limited	20-65-82	60028932	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	60504130	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	80278939	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	10437530	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	80539538	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	00373133	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	40524034	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	30334030	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	20475033	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	90393231	Barclays Bank PLC
Orthoworld 2000 Limited	20-65-82	20723630	Barclays Bank PLC

Note (4). The Investments specified in Schedule 4 (*Investments*) to the Security Deed are as follows

Chargor	Investment
IDH Group Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of IDH Acquisitions Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of IDH Acquisitions Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion

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

IDH Acquisitions Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of Diverse Holdings Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Diverse Holdings Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion All of the Class B Shares issued in the share capital of Orthoworld Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Orthoworld Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion All of the Class B Shares issued in the share capital of Jackro Healthcare Services Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Jackro Healthcare Services Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion All of the Class B Shares issued in the share capital of Bramora Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Bramora Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
Diverse Holdings Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of Diverse Acquisitions Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Diverse Acquisitions Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
Orthoworld Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of Orthoworld 2000 Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Orthoworld 2000 Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
Diverse Acquisitions Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of Integrated Dental Holdings Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Integrated Dental Holdings Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion

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

Integrated Dental Holdings Limited	<ul style="list-style-type: none"> • All of the Class B Shares issued in the share capital of First Choice Dental Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of First Choice Dental Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Ffolliott Bird Associates Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Ffolliott Bird Associates Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Whitecross Group Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Whitecross Group Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Westhoughton (No 1) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Westhoughton (No 1) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Euxton (No 1) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Euxton (No 1) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Padgate (No 1) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Padgate (No 1) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Fallowfield (No 1) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Fallowfield (No 1) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

	<ul style="list-style-type: none"> • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership (Harwich) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership (Harwich) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership (Ipswich) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership (Ipswich) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership (Stratford) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership (Stratford) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership (Sudbury) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership (Sudbury) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion • All of the Class B Shares issued in the share capital of Du Toit and Burger Partnership (Silvertown) Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Du Toit and Burger Partnership (Silvertown) Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
Petrie Tucker and Partners Limited and Whitecross Healthcare Limited	<ul style="list-style-type: none"> • All of the Class B Shares issued in the share capital of Whitecross Dental Care Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Whitecross Dental Care Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion

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

Whitecross Group Limited	<ul style="list-style-type: none"> All of the Class B Shares issued in the share capital of Whitecross Healthcare Limited and, with effect from the date of the Share Conversion, all of the Class A Shares issued in the share capital of Whitecross Healthcare Limited to the extent they were Class B Shares immediately prior to the date of the Share Conversion
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Note (5): The Insurances specified in Schedule 5 (*Insurances*) to the Security Deed are as follows
None

Note (6): The Intra-Group Loan Agreements specified in Schedule 6 (*Intra-Group Loan Agreements*) to the Security Deed are as follows

- 1) The intercompany loan agreement dated 2 April 2008 between Pearl Bidco Limited, IDH Group Limited, IDH Acquisitions Limited, Bramora Limited, Diverse Holdings Limited, Diverse Acquisitions Limited, Integrated Dental Holdings Limited, Whitecross Group Limited, Whitecross Healthcare Limited, Whitecross Dental Care Limited, Petrie Tucker and Partners Limited, First Choice Dental Limited, Orthoworld Limited, Orthoworld 2000 Limited, Du Toit and Burger Partnership Limited, Du Toit and Burger Partnerships (Sudbury) Limited, Du Toit and Burger Partnership (Silvertown) Limited, Du Toit and Burger Partnership (Stratford) Limited, Du Toit and Burger Partnership (Harwich) Limited, Du Toit and Burger Partnership (Ipswich) Limited, Ffoliott Bird Associates Limited, Westhoughton (No 1) Limited, Euxton (No 1) Limited, Fallowfield (No 1) Limited, Padgate (No 1) Limited and Jackro Healthcare Services Limited in their capacity as intercompany borrowers and in their capacity as intercompany lenders

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

Note (7): The Security Deed provides that

- 1 Security.** The Company shall not create or permit to subsist any Security over any Charged Asset or, to the extent not a Charged Asset, the Class A Shares in the relevant Subsidiary, nor do anything else prohibited by clause 25 13 (*Negative pledge*) of the Senior Facilities Agreement and clause 21 13 (*Negative pledge*) of the Mezzanine Facility Agreement, except, in each case, as permitted by those clauses
- 2 Disposal:** The Company shall not (nor shall the Company 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 clause 25 14 (*Disposals*) of the Senior Facilities Agreement and clause 21 14 (*Disposals*) of the Mezzanine Facility Agreement
- 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 relevant Chargor specifying the relevant Charged Assets (either generally or specifically)
 - (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - (b) on the occurrence of an Enforcement Event
- 4 Automatic conversion: If**
 - (a) any Chargor takes any step to create any Security in breach of clause 5 1 (*Security*) of the Security Deed (other than any Security permitted under clause 25 13 (*Negative pledge*) of the Senior Facilities Agreement and clause 21 13 (*Negative pledge*) of the Mezzanine Facility Agreement) over any of the Charged Assets not subject to a fixed Charge, or
 - (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

For the purposes of this Note (7)

"Charged Asset" means the assets from time to time subject, or expressed to be subject, to



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6363149
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 18 AUGUST 2010 AND CREATED BY
EUXTON (NO 1) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM A CHARGOR OR THE SCOTTISH
CHARGOR TO THE SECURED PARTIES 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 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES