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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
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)

Name of company

* ADP HOLDINGS LIMITED (the "Company")

Date of creation of the charge

14 December 2006

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

DEBENTURE (the "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 any Group Company to the Security Trustee 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/or 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 trustee for the Secured Parties)(in such capacity, the "Security Trustee")
of One Churchill Place, London.

Postcode E14 5HP

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Denise Phillips
86677.120725.12253304

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



A13 22/12/2006 162
COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

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

- (a) in favour of the Security Trustee;
- (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.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

continued on Addendum 4/4

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper UK LLP.

Date 20/12/06

On behalf of ~~XXXXXX~~ [mortgagee/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

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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)

NOTE.

In this form:

"Agent" means Barclays Bank PLC;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 14 December 2006) as at 14 December 2006 or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time;

"Charging Companies" means the Initial Charging Companies and any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed);

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver;

"Event of Default" means any event or circumstance specified as such in clause 25 (Events of Default) of the Facilities Agreement;

"Facilities Agreement" means the sterling term and revolving facilities agreement dated 14 December 2006 made between (1) ADP Holdings Limited, (2) the companies listed therein at part 1 of schedule 1 (as Original Borrowers), (3) the companies listed therein at part 1 of schedule 1 (as Original Guarantors), (4) Barclays Leveraged Finance (as Arranger), (5) The Financial Institutions listed in part 2 of schedule (1) as (Original

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Lenders), (6) Barclays Bank Plc (as Agent) and (7) Barclays Bank Plc (as Security Trustee) under which the Original Lenders agree to make available certain credit facilities available to the Obligors (as defined in the Facilities Agreement);

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and ADP Holdings Limited;

"Group Companies" means ADP Holdings Limited and each of its Subsidiaries (as defined in the Facilities Agreement) from time to time;

"Initial Charging Companies" means ADP Holdings Limited with CRN: 04298115, ADP No. 1 Limited with CRN: 04309934, ADP Dental Company Limited with CRN: 00243708, Natural Management Limited with CRN: 04013600 and Community Dental Centres Limited with CRN: 00549762;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of the schedule hereto (Details of Security Assets);

"Intellectual Property" means:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- (ii) the benefit of all applications and rights to use such assets of each member of the Group (as defined in the Facilities Agreement);

"Intercreditor Agreement" means the Intercreditor Agreement dated 14 December 2006 and made between ADP Holdings Limited, the other Obligors, Barclays Bank PLC as Security Trustee, Barclays Bank PLC as Agent, the Lenders, the Ancillary Lender, the Hedge Counterparty and the Investors (each as defined in the Facilities Agreement);

"Material Adverse Effect" means any event or circumstance which is reasonably likely to be materially adverse to:

- (i) the ability of an Obligor to perform any of its payment obligations under any of the Finance Documents; or
- (ii) the business, assets or condition of the Group taken as a whole; or

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(iii) the validity or enforceability (save to the extent that the same is subject to any reservations or qualifications in any legal opinion and the Legal Reservations (as defined in the Deed) of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the material rights or remedies of any Finance Party under any of the Finance Documents;

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is on arm's length terms:

- (i) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (ii) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if:
 - (a) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor;
 - (b) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
 - (c) the Disposing Company is a Guarantor (as defined in the Facilities Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (iii) provided no Default (as defined in the Facilities Agreement) has occurred which is continuing, of assets (other than shares, businesses, Real Property (as defined in the Facilities Agreement), Intellectual Property, other assets the subject of a fixed charge under the Transaction Security (as defined in the Facilities Agreement) or receivables) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value or quality as soon as possible but in any event within six months of receipt or such longer period as the Majority Lenders (as defined in the Facilities Agreement) may agree PROVIDED THAT the aggregate amount of all such Disposals Proceeds (as defined in the Facilities Agreement) shall not exceed £250,000 in any Financial Year (as defined in the Facilities Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account (as defined in the Facilities Agreement);
- (iv) provided no Default has occurred which is continuing, of a dental practice the proceeds of which are applied in the acquisition of a dental practice (in compliance with paragraph (iv) of the definition of Permitted Acquisition (as defined in the Facilities Agreement)) within six months of receipt or such longer period as the Majority Lenders may agree PROVIDED THAT the aggregate amount of all such Disposal Proceeds shall not exceed £250,000 in any Financial Year and such Disposal Proceeds shall during such period be retained in a Holding Account;
- (v) of obsolete or redundant vehicles, plant and equipment for cash;
- (vi) of Cash Equivalent Investments (as defined in the Facilities Agreement) for cash or in exchange for other Cash Equivalent Investments;

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(vii) constituted by a licence of intellectual property rights permitted by clause 24.27 (Intellectual Property) of the Facilities Agreement;

(viii) arising as a result of any Permitted Security;

(ix) on no more than one occasion in each Financial Year, of any dental practice not contributing £50,000 or more towards the Group's EBITDA (as defined in the Facilities Agreement) (as calculated on the latest available financial statements delivered to the Agent);

(x) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures (as defined in the Facilities Agreement), other assets the subject of a fixed charge under the Transaction Security (as defined in the Facilities Agreement) or receivables) for cash where the higher of the market value and the net consideration receivable for any single item does not exceed £50,000 and the aggregate of the higher of the market value and the net consideration receivable for such disposals does not exceed £250,000 (or its equivalent) in any Financial Year of ADP Holdings Limited with CRN: 04298115;

(xi) provided no Default has occurred which is continuing, of freehold Real Estate (as defined in the Facilities Agreement):

(a) acquired by way of a Utilisation (as defined in the Facilities Agreement) under Facility D (as defined in the Facilities Agreement); or

(b) located at Kilkenny House, Cluddon Road, Taunton and View Road, Northam, Bideford, (together the "Target Freeholds");
each by way of a sale and leaseback transaction;

(xii) with the prior written consent of the Agent:

"Permitted Security" means:

(i) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;

(ii) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Facilities Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;

(iii) any Security or Quasi-Security (as defined in the Facilities Agreement) over or affecting any asset acquired by a member of the Group after the Closing Date (as defined in the Facilities Agreement) if:

(a) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;

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(b) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and

(c) the Security or Quasi-Security is removed or discharged within 60 days of the date of acquisition of such asset;

(iv) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(v) a rent deposit deed dated 19 October 2006 granted by ADP Dental Company Limited to Timothy Ferris Jessop, Michael Frank Jessop and Frank Clifford Jessop;

(vi) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal; or

(vii) any Security or Quasi-Security arising as a consequence of any finance lease permitted pursuant to paragraph (v) of the definition of "Permitted Financial Indebtedness";

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 14 December 2006 or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means any administrator, receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Deed;

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"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each agreement specified in part 4 of the schedule hereto (Details of Security Assets) together with each other agreement supplementing or amending or novating or replacing the same;**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement;**"Security"** means the Security Interests created by or pursuant to the Deed;**"Security Account"** has the meaning given to that term in clause 11.5(a)(ii) of the Deed;**"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 Deed;**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security; and**"Security Period"** means the period beginning 14 December 2006 and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

SEE ATTACHED SCHEDULE

Addendum 3/4

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

Addendum 4/4

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

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2. FIXED SECURITY**2.1 Fixed charges**

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and
 - (ii) all other freehold Property (if any) at 14 December 2006 vested in, or charged to, the Company (not charged by clause 4.1(a)(i) of the Deed);
- (b) by way of first fixed charge:
 - (i) all other freehold Property and all interests in freehold Property (not charged by clause 4.1(a) of the Deed); and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of the Company's stock-in-trade or work-in-progress);

- (e) by way of first fixed charge:
 - (i) all the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets);
 - (ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

- (f) by way of first fixed charge:

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- (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (ii) all accounts of the Company with any bank, financial institution or other person not charged by clause 4.1(f)(i) of the Deed and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (g) by way of first fixed charge:

- (i) the Intellectual Property (if any) specified in part 3 of the schedule hereto (Details of Security Assets); and

- (ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Deed);

- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge, such Assigned Asset;

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and

- (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not assigned under clause 4.2(a) or 4.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

2.3 Assigned Assets

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The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Trustee may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

- (a) the Agent has exercised its rights to accelerate following the occurrence of an Event of Default; or
- (b) the Security Trustee (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or

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(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such an administrator.

4.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties provided that the Security Trustee may only serve a further notice pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any other class of assets if the circumstances referred to in clause 6.1 (Conversion by notice) of the Deed apply to that class of asset.

5. CONTINUING SECURITY

5.1 Continuing security

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

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Deed may be enforced against the Company without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

6. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. UNDERTAKINGS BY THE CHARGING COMPANIES

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7.1 Restrictions on dealing

Unless otherwise permitted by the Finance Documents, the Company shall not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security Interest on any Security Asset except a Permitted Security;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal.

7.2 Security Assets generally

Unless otherwise permitted under the Finance Documents, the Company shall:

- (a) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) or other than in the ordinary course of business, enter into any onerous or restrictive obligation affecting any Security Asset;
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of any Security Asset (fair wear and tear excepted) (or make any omission which has such an effect) if failure to so comply has or is reasonably likely to have a Material Adverse Effect.

7.3 Dealings with and realisation of Receivables and Security Accounts

- (a) Unless otherwise permitted under the Finance Documents, the Company shall:
 - (i) without prejudice to clause 11.1 (Restrictions on dealing) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;

7.4 Relevant Contracts

- (a) The Company shall not, except with the prior written consent of the Security Trustee, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract if to do so could or is reasonably likely to materially and adversely affect the interests of the Secured Parties.

8. FURTHER ASSURANCES**8.1 Further action**

The Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may reasonably require for:

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ADP HOLDINGS LIMITED (the "**Company**")

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the Security Trustee may think expedient.

8.2 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Company shall forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Trustee (including any arising or intended to arise pursuant to clause 6 (Conversion of Floating Charge) of the Deed) in such form as the Security Trustee may reasonably require.

9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any Delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 (Further Assurances) of the Deed. The Company ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause.

Schedule

Details of Security Assets

Part 1 - Property

None

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
ADP Holdings Limited	ADP No. 1 Limited	Ordinary	1
		A Deferred	1
		B Deferred	1
ADP Holdings Limited	Natural Management Limited	Ordinary	100,000
ADP Holdings Limited	ADP Healthcare Limited	Ordinary	1
ADP Holdings Limited	MyDentist Limited	[◆]	[◆]

Part 3 - Intellectual Property

None

Part 4 - Relevant Contracts

Charging Company	Date of Relevant Contract	Parties	Details of Relevant Contract
ADP Holdings Limited	On or about 14 December 2006.	(1) The Sellers (as defined therein) (2) ADP Holdings Limited	Sale and Purchase Agreement relating to the acquisition of Natural Management Limited

Part 5 - Insurances

Charging Company	Insurer	Insured risks	Policy number
ADP Holdings Limited	Heath Lambert Limited	Directors and Officers liability - £5m limit	DC/0188/000/04U

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04298115

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2006 AND CREATED BY ADP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO THE SECURITY TRUSTEE AND/OR THE OTHER SECURED PARTIES OR ANY OF THEM 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 22nd DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2007.

A handwritten signature in dark ink, appearing to be 'R. B.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES