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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 in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

04298115

Name of company

* ADP Holdings Limited (the "Company")

Date of creation of the charge

2 March 2007

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

GROUP DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

10
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

KAUPTHING BANK HF (as security trustee for the Secured Parties)(in such capacity, the "Security Agent")
of One Hanover Street, London.

Postcode W1S 1AX

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Denise Phillips
79947.120027.13159137

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



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COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

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

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

1.2 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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Particulars as to commission allowance or discount (note 3)

N/A

Signed DCA Piece Ute LLP

Date 06/03/07

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

Name of company

*insert full name
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* ADP Holdings Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

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

NOTE.

In this form:

"Agent" means Kaupthing Bank HF;

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

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Cash Collateral Accounts" means each:

- (a) Mandatory Prepayment Account; and
- (b) each Holding Account,

(each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets);

"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 the 2 March 2007) as at 2 March 2007 or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time;

"Charging Companies" means:

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

"Chargors" means the Charging Companies;

"Collection Account" has the meaning given to that term in clause 11.8(a)(iii) of the Deed;

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

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

"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement and/or the Mezzanine Facility

Name of company

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* ADP Holdings Limited (the "Company")

Agreement;

"Finance Document" means any Senior Finance Document and any Mezzanine Finance Document (each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement);

"Finance Party" means any Senior Finance Party and any Mezzanine Finance Party (each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement);

"Group" means the Parent, the Target (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) for the time being;

"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:

- (a) all present and future Key-man Policies; and
- (b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets));

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms:

Name of Individual	Amount (£)	Term
Bharat Patel	500,000	3 years
Richard Knight	350,000	3 years
Steve Frampton	250,000	3 years
Martin Mayhew	250,000	3 years

and any substitute or replacement policy entered into relating to the same;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 2 March 2007 and made between ADP Healthcare Services Limited as Parent, ADP Healthcare Acquisitions Limited as borrower, Kaupthing Bank Hf. as the mezzanine agent, Kaupthing Bank Hf. as the mezzanine arranger, Kaupthing Bank Hf. as Security Agent and the persons named in that mezzanine facility agreement as Lenders;

"Original Charging Companies" means ADP Holdings Limited with CRN: 04298115, ADP No. 1 Limited with CRN:

Name of company

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* ADP Holdings Limited (the "Company")

04309934, ADP Dental Company Limited with CRN: 00243708, Natural Managment Limited with CRN: 04013600, Community Dental Centres Limited with CRN: 00549762, ADP Healthcare Services Limited with CRN: 06073690 and ADP Healthcare Acquisitions Limited with CRN: 06070000;

"Parent" means ADP Healthcare Services Limited with CRN: 06073690;

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

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if:
 - (i) the Disposing Company is an Obligor (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), the Acquiring Company must also be an Obligor;
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
 - (iii) the Disposing Company is a Guarantor (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (c) provided no Default (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) has occurred which is continuing, of assets (other than shares, businesses, Real Property (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement), Intellectual Property or other assets the subject of a fixed charge under the Transaction Security (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement)) 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 Senior Facilities Agreement and/or the Mezzanine Facility Agreement) may agree PROVIDED THAT the aggregate amount of all such Disposals Proceeds (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) shall not exceed £250,000 in any Financial Year (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement);

"Permitted Security" means:

- (a) 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;
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;
- (c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Closing Date (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (ii) 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
 - (iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of acquisition of such asset;

Name of company

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(d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company; or

(iii) the Security or Quasi-Security is removed or discharged within 60 days of the date of that company becoming a member of the Group;

(e) 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;

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

(g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph

(f) of the definition of "Permitted Financial Indebtedness";

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

(i) any Security created with the prior written consent of the Agent;

(d) 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 (e) of the definition of Permitted Acquisition) 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;

(e) of obsolete or redundant vehicles, plant and equipment for cash;

(f) of Cash Equivalent Investments (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) for cash or in exchange for other Cash Equivalent Investments;

(g) constituted by a licence of intellectual property rights permitted by clause 26.30 (Intellectual Property) of the Senior Facilities Agreement;

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

(i) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property, Intellectual Property, Joint Ventures (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) or other assets the subject of a fixed charge under the Transaction Security (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement)) 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 the Parent;

(j) 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 Senior Facilities Agreement and/or the Mezzanine Facility Agreement) (as calculated on the latest available financial statements delivered to the Agent);

(k) provided no Default has occurred which is continuing, of freehold Real Estate located at 133 Langley Hill, Tilehurst Road, Reading, RG31 4EE, 39 New Street, Sandwich Kent, CT13 9BB, 19 North Street, Leatherhead, Surrey, KT22 7AX, 8

Name of company

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Ashfordby Road, Melton Mowbray, Leicestershire, LE13 0HR, 17 Burley Road, Oakham, LE15 6DH, Kilkenny House, Cheddon Road, Taunton, Somerset, TA2 7BN and Bay View Road, Northam, Bideford, Devon, EX39 1AY, each by way of a sale and leaseback transaction;

(l) provided no Default has occurred which is continuing, of freehold Real Estate acquired in part by Utilisation (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) of Tranche 1 (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) of the Revolving Facility (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) by way of a sale and leaseback transaction; and

(m) the disposal of the shares owned by the Group in Oasis Healthcare plc provided that the proceeds are applied in repayment of Facility D (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) in accordance with the terms of the Senior Facilities Agreement;

"Permitted Transaction" means:

(a) any Disposal (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) required by the terms of the Finance Documents;

(b) any Financial Indebtedness (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) arising under the Finance Documents;

(c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents;

(d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents;

(e) any loan arising under the Finance Documents; or

(f) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group;

"Quasi-Security" has the meaning given to that term in clause 26.15 (Negative pledge) of the Senior Facilities Agreement;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT 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 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 receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed;

"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; and

(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:

(a) each Acquisition Document (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement);

Name of company

*insert full name
of Company

* ADP Holdings Limited (the "Company")

- (b) each Hedging Agreement (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement); and
- (c) each Material Contract or specified in any Accession Deed as a "Material Contract",

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 (as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement);

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

"Security 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 Period" means the period beginning on 2 March 2007 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;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement;

"Senior Facilities Agreement" means the sterling term and revolving facilities agreement dated 2 March 2007 and made between (1) ADP Healthcare Services Limited as Parent, (2) ADP Healthcare Acquisitions Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) Kaupthing Bank Hf. as Arranger, (6) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) Kaupthing Bank Hf. as Agent (8) the Security Agent and (9) Kaupthing Bank Hf. as Original Issuing Bank, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

SEE ATTACHED SCHEDULE

Name of company

*insert full name
of Company

* ADP Holdings Limited (the "Company")

Addendum 3/4

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

Addendum 4/4

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

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 fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (b) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(a) of the Deed); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (c) by way of first fixed charge:
 - (i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and
 - (ii) all other Charged Securities (not charged by clause 4.1(c)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) 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;

- (d) by way of first fixed charge:
 - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
 - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
 - (iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4.1(d)(i) or 4.1(d)(ii) 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;

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- (e) by way of first fixed charge:
- (i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and
- (ii) all other Intellectual Property (if any) (not charged by clause 4.1(e)(i) of the Deed);
- (f) 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;
- (g) 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
- (h) 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 of 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) each of the following:
 - (i) each present and future Key-man Policy;
 - (ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets); and
 - (iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Deed (save for any policies of insurance relating to third party liability or the applicable Chargor's employees),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not assigned under clauses 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 such Insurances.

2.3 Assigned Assets

The Security Agent 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:

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*insert full name
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* ADP Holdings Limited (the "Company")

(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 Agent 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) an Event of Default has occurred and is continuing; or

(b) any person carries out, or attempts to carry out, any enforcement or process or any Security Asset is seized or sold or attempted to be sold, or the Security Agent 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 or to be otherwise in jeopardy.

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 (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or

(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 Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

Clause 6.3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 Partial conversion

The giving of a notice by the Security Agent 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 Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

5. CONTINUING SECURITY

Name of company

*insert full name
of Company

* ADP Holdings Limited (the "Company")

5.1 Continuing security

The Debenture 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 which the Security Agent 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 Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

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 Agent 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**7.1 Negative pledge and Disposals**

The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:

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

7.2 Security Assets generally

The Company shall:

- (a) not, except with the prior written consent of the Security Agent enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement (before the Senior Discharge Date) and thereafter under the Mezzanine Facility Agreement);
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

7.3 Dealings with and realisation of Receivables and Collection Accounts

- (a) The Company shall without prejudice to clause 11.1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;

8. FURTHER ASSURANCES**8.1 Further action**

Name of company

*insert full name
of Company

* ADP Holdings Limited (the "Company")

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes:

- (i) the re-execution of the Deed or such Transaction Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may think expedient.

8.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents.

8.3 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).

9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate 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 - Real Property

N/A

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
ADP Healthcare Services Limited	ADP Healthcare Acquisitions Limited	Ordinary	400,000
ADP Healthcare Acquisitions Limited	ADP Holdings Limited	A Ordinary	26,800
		B Ordinary	800,000
		A Preference	9,200,000
		B Preference	5,499,974
		A2 Ordinary	10,000
		A1 Ordinary	147,200
ADP Holdings Limited	Oasis Healthcare plc	Ordinary	11,067,309
ADP Holdings Limited	ADP No. 1 Limited	Ordinary	2
		A Deferred	1
		B Deferred	1
ADP Holdings Limited	Natural Management Limited	Ordinary	100,000
ADP No. 1 Limited	ADP Dental Company Limited	Ordinary	911,789
Natural Management Limited	Community Dental Centres Limited	A Ordinary	300
		B Ordinary	700

Part 3 - Charged Accounts

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code]
None				

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
ADP - ANDOVER NEW	60461687	Barclays Bank plc,	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - ANDOVER NEW	60461687	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - BRIDGWATER	80050288	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - BRIDGWATER	80050288	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - FROME	00106186	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - FROME	00106186	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - GILLIES	60270385	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - GILLIES	60270385	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - HOLT	50149888	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - HOLT	50149888	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - KINGS LYNN	50246387	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - KINGS LYNN	50246387	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Sort Code: 20-65-82
ADP - MILDENHALL	70249882	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - MILDENHALL	70249882	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - NORWICH	10177482	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - NORWICH	10177482	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - SOUTHAMPTON	10326089	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - SOUTHAMPTON	10326089	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - STREET	20702188	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - SUNBURY	60371084	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - TAUNTON	50231983	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - WIMBOURNE	70618888	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - WOODBRIDGE	40534587	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - WYNMONDHAM	90770388	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP - YEOVIL	00840289	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP ALDERSHOT	70307912	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP ANDOVER	10162310	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP BASINGSTOKE	00358118	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Sort Code: 20-65-82
ADP BORDON	10677515	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP CAMBRIDGE	70116610	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP CATERHAM	80863912	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP CO HUNGERFOR	20493945	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP COALVILLE	20402060	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP COWLEY	30309818	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP DENT OAKHAM	80188468	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP DENTAL - CDC	10420379	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP DENTAL CO LT	30821853	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP DENTAL COMP	60629952	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP DORKING	90092312	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP EARLSFIELD	00101419	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP EDGWARE ROAD	90334219	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP EPSOM	30542210	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP FARNBOROUGH	00953512	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP GILLINGHAM	50758019	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Sort Code: 20-65-82
ADP HAYWARDS HE	70874515	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP KENTISH TOWN	70038814	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP LEATHERHEAD	20293717	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP LUTON	90468819	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP MELTON MOWBR	60146064	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP MITCHAM WIDEA	90811513	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP MORDEN	50585610	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP OXFORD	30599913	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP RAMSGATE	10164399	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP READING	20832316	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP REIGATE HEAD	50038024	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP SALISBURY	30243116	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP SANDWICH	10473790	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP SHEPTON MALL	10374725	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP SYDENHAM	70678627	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP TOOTING	20637327	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Sort Code: 20-65-82
ADP WANDSWORTH	40329525	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
ADP WEST MOLESEY	80804320	Barclays Bank plc	Pall Mall Corporate Banking Centre, 50 Pall Mall, London, SW1A 1QA Sort Code: 20-65-82
Natural Management Limited	83409855	Bank of Ireland,	Bristol Second Floor South PO Box 27 One Temple Quay Bristol BS99 7AX Sort Code 30-01-03
Community Dental Centres Limited	83412288	Bank of Ireland	Bristol Second Floor South PO Box 27 One Temple Quay Bristol BS99 7AX Sort Code 30-01-03

Part 4 - Intellectual Property

Logos owned by ADP Dental Company Limited and registered at the Trade Marks Registry under number 2317927 under Class 44 (dentistry services).

Part 5 - Material Contracts

Charging Company	Date of Relevant Contract	Parties	Details of Relevant Contract
ADP Healthcare Acquisitions Limited	On or about the date of this Deed	The persons named in schedule 1 to the Acquisition Agreement and ADP Healthcare Acquisitions Limited	Sale and purchase agreement of the shares in ADP Holdings Limited
ADP Healthcare Acquisitions Limited	On or about the date of this Deed	Senior Management and ADP Healthcare Acquisitions Limited	Disclosure letter relating to the Acquisition Agreement
ADP Healthcare Acquisitions Limited	On or about the date of this Deed	The persons named in schedule 1 to the Tax Deed and ADP Healthcare Acquisitions Limited	Tax Deed relating to the Acquisition Agreement

Part 6 - Insurances

Charging Company	Insurer	Insured risks	Policy number
ADP Holdings Limited	Heath Lambert Limited	Directors and Officers liability - £5m limit	DC/0188/000/04U
ADP Dental Company Limited	Royal & Sun Alliance	Practice insurance – All Practices as detailed below:	LW04/565 - 568/ LW03/176
		(a) Aldershot, Victoria Road, GU11 1JR	565/8
		(b) Andover, Bridge Street, SP10 1BE	566/6
		(c) Andover, New, Western Road, SP10 2JQ	568/5

Charging Company	Insurer	Insured risks	Policy number
		(d) Basingstoke, Shakespeare Road, RG24 9DS	567/3
		(e) Bordon, High View Business Centre, GU35 0AX	566/5
		(f) Bridgwater, Taunton Road, TA6 3LS	567/7
		(g) Cambridge, Victoria Avenue, CB4 1EG	567/4
		(h) Caterham, Croydon Road, CR3 6QB	566/3
		(i) Coulsdon, Chipstead Valley Road, CR5 2RA	565/6
		(j) Cowley, Cowley Road, OX4 1XG	567/5
		(k) Dorking, High Street, RH4 1RE	565/4
		(l) Edgware Road, Edgware Road, W2 1ED	565/5
		(m) Epsom, Ashley Road, KT18 5BH	565/3
		(n) Farnborough, Salisbury Road, GU14 7AN	566/4
		(o) Frome, Rodden Road, BA11 2AU	567/8
		(p) Gillies, Sullivan Way, RG22 4EH	568/2
		(q) Gillingham, Lanark Villas, SP8 4QH	566/9

Charging Company	Insurer	Insured risks	Policy number
		(r) Haywards Heath, Boldings Way, RH16 4RT	567/6
		(s) Holt, 6 White Lion Street, NR25 6DA	176/4
		(t) Kentish Town, Kentish Town Road, NW1 9PY	565/10
		(u) Kidlington, Oxford Road, OX1 5AR	566
		(v) Kings Lynn, 11 Purfleet Street, PE30 1ER	176/6
		(w) Luton New, Dunstable Road, LU1 1BB	568/3
		(x) Mildenhall, Churchyard, IP28 7EE	176
		(y) Mitcham, Wideway, CR4 1BD	567/2
		(z) Morden, London Road, SM4 5BQ	566/2
		(aa) Norwich, 5 Upper Goat Lane, NR2 1EW	176/5
		(bb) Reading, Langley Hill Road, RG31 4EE	566/10
		(cc) Salisbury, New Canal, SP1 2AA	567
		(dd) Southampton, Anglesea Road, Shirley SO15 5QJ	568/4
		(ee) Sydenham, Sydenham Road, SE26 5HF	566/7

Charging Company	Insurer	Insured risks	Policy number
		(ff) Taunton, The Crescent, TA1 4EA	567/9
		(gg) Tooting, Garratt Lane, SW17 0LN	565
		(hh) Wandsworth, Wandsworth High Street, SW18 4JE	566/8
		(ii) West Molesey, Walton Road, KT8 2QF	565/7
		(jj) Wymondham, 18 Bridewell Street, NR18 0AR	176/2
		(kk) Yeoville, Sherborne Road, BA1 4HA	567/10
		(ll) Leatherhead, 19 North Street, KT22 7AX	568/6
		(mm) Head Office, Birkheads Road, Reigate RH2 0AW	568
		(nn) Street, Wine Surgery, BA16 0ET	568/7
		(oo) Woodbridge, 1 Deben Mill Business Centre, IP12 1BL	568/9
		(pp) Wimbourne, 1st floor, Jessop House, BH21 1HG	568/10
		(qq) Ramsgate, Church Hill, CT11 8RA	331
		(rr) Melton Mowbray, 8 Ashfordby Road, LE13 0GX	331/2
		(ss) Sandwich, 39 New Street, CT13 9BB	331/3

Charging Company	Insurer	Insured risks	Policy number
		(tt) Hungerford, 32b Fairview Road, RG17 0BN	331/4
		(uu) Coalville, 1a Melbourne Street, LE67 3QU	331/5
		(vv) Dorking, Medwyn Centre, RH14 1SD	331/6
ADP Dental Company Ltd	Royal & Sun Alliance	Other properties - SLC (321 Bensham Lane) – Buildings £193,902	PY/RKJ305955
Natural Management Limited and Community Dental Centres Limited	DAS Legal Expenses (Surgery)	Surgery Legal cover – Commercial Legal Protection	TT8/4057312
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Orchard Dental Centre, McDonald Way, Kingswood, Bristol, BS15 8NJ Cover: surgery content, business interruption, employers' liability public and products liability, glass and sanitary fittings, money, legal expenses and rent cover.	FDS10117
Community Dental Centres Limited	E. Farley & Sons Limited	Property: 45 Upper Oldfield Park, Bath, EX39 1AZ Cover: surgery contents, business interruption, employers' liability, public and products liability, glass and	FDS10145

Charging Company	Insurer	Insured risks	Policy number
		sanitary fittings, money and rent cover.	
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Northam Dental Centre, Northam, Devon EX39 1AZ Cover: surgery contents, business interruption, employers' liability, public and products liability, glass and sanitary fittings, money, personal accident and buildings.	FDS10146
Community Dental Centres Limited	E. Farley & Sons Limited	Property: St Johns Dental Centre, Eastern Avenue, Whiddom Valley, Barnstable, Devon EX32 8NR Cover: surgery contents, business interruption, employers' liability, public and products liability, glass and sanitary fittings, money and rent cover.	FDS10147
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Adcroft Dental Centre, Prospect Place, Trowbridge, Wiltshire BA14 8QA Cover: surgery contents, business interruption, employers' liability, public and products liability, glass and sanitary fittings, money and rent	FDS10148

Charging Company	Insurer	Insured risks	Policy number
		cover.	
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Kilkenny House, Cheddon Road, Taunton, Somerset PA2 Cover: surgery contents, business interruption, employers' liability, public and products liability, glass and sanitary fittings, money, personal accident and buildings.	FDS100149
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Unit 3, The Village, Emerson Way, Emerson's Green, South Gloucestershire, BS16 7AE Cover: surgery contents, business interruption, glass and sanitary fittings, money and rent cover.	FDS10150
Community Dental Centres Limited	E. Farley & Sons Limited	Property: Bridgwater Dental Centre, East Quay Medical Centre, Symons Way, Bridgwater TA6 5YB Cover: surgery Contents, Business Interruption, Employers Liability, Public and Products Liability, money and Glass.	FDF10632
Community Dental Centres Limited	AXA	Property: Chard Dental Centre 21 leach road, Chard Business Park	

Charging Company	Insurer	Insured risks	Policy number
		Chard, Somerset TA20 1FA Cover: surgery Contents, Business Interruption, Employers Liability, Public and Products Liability, money and Glass.	

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 GROUP DEBENTURE DATED THE 2nd MARCH 2007 AND CREATED BY ADP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO THE SECURITY AGENT AND/OR THE 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 7th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MARCH 2007.

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES