

MR01

Particulars of a charge

1.103519



A fee is payable with this form.
Please see 'How to pay' on the
last page

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Please go to www.companieshouse.gov.uk

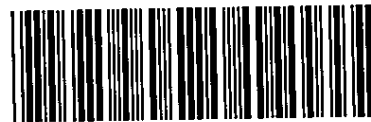
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge with
an instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**



A06 *A3KGEJSA* #94
11/11/2014
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 7 6 9 9 1 3 8

Company name in full KENNINGTON DENTAL CARE LIMITED

4 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 5 1 1 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ✓ SANTANDER UK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Real Property:

✓ The Leasehold interest in the Property at 330
Kennington Park Road, London, SE11 4PP

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓ ☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

✓ ☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

✓ ☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode

E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7699138

Charge code: 0769 9138 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2014 and created by KENNINGTON DENTAL CARE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2014.

DN

Given at Companies House, Cardiff on 18th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 10 NOVEMBER 2014

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

DATED

5TH November 2014

(1) THE COMPANIES NAMED IN THIS DEED AS ORIGINAL CHARGORS

- and -

(2) SANTANDER UK PLC
as Security Agent

GROUP DEBENTURE

This Debenture is subject to and has the benefit of an Intercreditor Agreement dated the same date as this Deed and made between, among others, (1) the Original Chargors, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Deed).

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THIS DEBENTURE is made on

5TH

November 2014

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Original Chargors"); and
- (2) SANTANDER UK PLC (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "Security Agent")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and
- (b) at all times the following terms have the following meanings:

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

"Account Bank" means any bank or other financial institution with which any Charged Account is maintained from time to time,

"Act" means the Law of Property Act 1925,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

"Cash Collateral Accounts" means each

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

each as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of security assets*),

"Certificate of Title" means any certificate of title provided to the Security Agent in connection with any Real Property

"Charged Accounts" means each

- (a) Collection Account,
- (b) Cash Collateral Account, and

(c) other account charged by or pursuant to this 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 schedule 2 (*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 date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

"Chargors" means.

- (a) the Original Chargors, and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed,

"Collection Account" has the meaning given to that term in clause 11 9(a)(iii),

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

"Debt Documents" has the meaning given to that term in the Intercreditor Agreement,

"Default Rate" means the rate of interest determined in accordance with clause 11 4 (*Default interest*) of the Senior Facilities Agreement,

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

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground),
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers), and
- (c) land (including, without limitation, land under water),

"Environmental Law" means any applicable law or regulation which relates to

- (a) the pollution or protection of the Environment,
- (b) the condition of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste,

"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor 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 schedule 2 (*Details of security assets*),

but excluding such policies of insurance to the extent that they relate to third party liabilities;

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

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of member of the Group (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of security assets*),

"Intra-Group Loan" means any loan by any Chargor as lender to any other member of the Group as borrower,

"Lease" means in relation to any of the Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Real Property, including those of which short particulars are set out in part 1 of schedule 2 (*Details of security assets*), and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms,

"Liabilities" has the meaning given to that term in the Intercreditor Agreement.

"Party" means a party to this Deed,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated), including for the avoidance of doubt any Lease, now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*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, and
- (c) the benefit of all covenants given in respect thereof,

"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 Chargor (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 a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed,

"Related Rights" means, in relation to any Charged Securities.

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities 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 Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means

- (a) each agreement specified in part 5 of schedule 2 (*Details of security assets*) or specified in any Accession Deed as a "Relevant Contract",
- (b) any agreement documenting any Intra-Group Loan and any Hedging Agreement entered into by any Chargor in connection with the Senior Finance Documents, and
- (c) any Declaration of Trust,

each together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Debt Document (including all monies covenanted to be paid under this Deed) both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity,

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"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 this Deed,

"Security Period" means the period beginning on the date of this Deed 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 Senior Finance Documents,

"**Senior Facilities Agreement**" means the term and revolving facilities agreement dated on or around the date of this Deed and made between, amongst others, (1) Tempire Topco Limited as the Parent, (2) Tempire Midco Limited as the Company, (3) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (4) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (5) Santander UK plc, CVC European Credit Opportunities S à r l acting in respect of its Compartment D, GE Corporate Finance Bank SAS, Hayfin Capital Luxco 3 S à r l and The Royal Bank of Scotland plc as Mandated Lead Arrangers, (6) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (7) the financial institutions listed in part 3 of schedule 1 thereto as Original Hedge Counterparties, (8) Santander UK plc as Agent and (9) Santander UK plc as Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers,

"**Senior Finance Documents**" means each "*Finance Document*" as that term is defined in the Senior Facilities Agreement, and

"**Senior Finance Party**" means any Finance Party as defined in the Senior Facilities Agreement

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1 2 (*Interpretation*) of the Senior Facilities Agreement (other than clause 1 2(c)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed
- (b) Unless a contrary indication appears, any reference in this Deed to
- (i) a "**Chargor**", the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Senior Finance Documents,
 - (ii) "**this Deed**", the "**Senior Facilities Agreement**", any other Senior Finance Document or any other agreement or instrument is a reference to this Deed, the Senior Facilities Agreement, that other Senior Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances),
 - (iii) an Event of Default (other than an Event of Default referred to in paragraph (iv) below) is "**continuing**" if it has not been remedied or waived in writing,
 - (iv) an Event of Default under any of clause 25 1 (*Non-payment*) (constituted by the non-payment of any principal, interest, fees or commitment fees payable in relation to the Facilities (as defined in the Senior Facilities Agreement) but excluding the non-payment in respect of any third party or professional advisors' fees), clause 25 2 (*Financial covenants and other obligations*), clause 25 6 (*Insolvency*), clause 25 7 (*Insolvency proceedings*) (but only to

the extent such Event of Default has been caused by an order being made or resolution being passed for the winding-up, dissolution, administration or reorganisation of any Material Company of the appointment of a liquidator, administrator, administrative receiver, receiver, compulsory manager or other similar officer in respect of any Material Company (or any analogous step in any jurisdiction)), clause 25.8 (*Creditors' process*), clause 25.9 (*Unlawfulness and invalidity*), clause 25.11 (*Cessation of business*), clause 25.14 (*Audit qualification*) or clause 25.16 (*Repudiation and rescission of agreements*), each of the Senior Facilities Agreement, is continuing if it has not been waived in writing, and

- (v) "Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed
 - (i) must be complied with at all times during the Security Period, and
 - (ii) is given by such Chargor for the benefit of the Security Agent and each other Secured Party
- (d) The terms of the other Senior Finance Documents, and of any side letters between any of the parties to them in relation to any Senior Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (e) If the Security Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Senior Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Disposition of Property

The terms of the Senior Facilities Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Inconsistency between this Deed and the Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

1.6 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

1.7 Third party rights

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

2. COVENANT TO PAY**2.1 Covenant to pay**

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Senior Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2 1(a)

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full

3. GRANT OF SECURITY**3.1 Nature of security**

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

- (a) in favour of the Security Agent;
- (b) as continuing security for payment of the Secured Obligations, and

- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Security Asset.

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 this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

3.3 Consent Assets

- (a) Subject to clauses 3.3(b) and 3.3(c) below, a Chargor's rights, receivables and other benefits arising under any Lease, Insurance or Relevant Contract to which a Chargor is a party to at the date of this Deed or in the future, which precludes absolutely or conditionally that Chargor from creating any charge of other Security over its rights, receivables and/or other benefits under the Lease, Insurance or Relevant Contract or allows the counterparty to seek termination of the contract if the Chargor creates a charge or other Security over its rights, receivables and/or other benefits under that Lease, Insurance or Relevant Contract (each an "Excluded Asset") shall be excluded from the charges created by clause 4.1 (*Fixed charges*) and clause 4.2 (*Security assignments*)
- (b) Subject to the Agreed Security Principles, each Chargor shall use commercially reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as reasonably practicable and in any event within 20 Business Days, any relevant consent or waiver of prohibition or condition necessary in the reasonable opinion of the Security Agent to enable the Excluded Assets of such Chargor to be the subject of an effective fixed charge or assignment pursuant to clause 4.1 (*Fixed charges*) and clause 4.2 (*Security assignments*). If the Chargor has used reasonable endeavours, but has not been able to obtain the relevant consent or waiver of prohibition or condition, its obligation to obtain such consent or waiver of prohibition or condition shall cease on the expiry of that 20 Business Days and the Chargor shall notify the Security Agent that the relevant consent or waiver of prohibition or condition has not been obtained in relation to the relevant Excluded Asset
- (c) Immediately upon receipt of the relevant waiver or consent the relevant formerly Excluded Asset shall stand charged to the Security Agent under clause 4.1 (*Fixed charges*) charged to the Security Agent under clause 4.2 (*Security assignments*) as relevant.
- (d) Following receipt of the relevant waiver or consent in accordance with clause 3(c) above, the Chargor shall ensure that in respect of any Lease which was formerly Excluded Asset and the title to which is registered at the Land Registry or the title to which is required to be so registered:
 - (i) the Land Registry is given written notice of the fixed charge contained in clause 4.1 (*Fixed charges*) of this Deed,
 - (ii) such Chargor shall use best endeavours to procure that notice of the fixed charge contained in clause 4.1 (*Fixed charges*) of this Deed is clearly noted in the Register to each such title

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees 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 Real Property (if any) specified in part 1 of schedule 2 (*Details of security assets*), and
 - (ii) all other Real Property (if any) and all interests in Real Property not charged by clause 4 1(a)(i),
- (b) by way of first fixed charge
 - (i) all other Real Property and all interests in Real Property not charged by clause 4 1(a),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b)) 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)), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge
 - (i) the Charged Securities (if any) referred to in part 2 of schedule 2 (*Details of security assets*), and
 - (ii) all other Charged Securities (not charged by clause 4 1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor 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
 - (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 other accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(i) or 4 1(f)(ii)) 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 (to the extent that they are capable of being charged)
 - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of security assets*); and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i)),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), 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 this Deed)
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of such Chargor 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 such Chargor

4.2 Security assignments

Each Chargor assigns and agrees 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 from them,
- (b) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting any Chargor in respect of the Real Property,
- (c) all Insurances including each present and future Key-man Policy and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 4.2(a) to 4.2(c))

To the extent that any Assigned Asset described in clause 4 2(c) 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 such Chargor to any proceeds of such Insurances

4.3 Notice of assignment and/or charge - immediate notice

Within five Business Days of the execution of this Deed or an Accession Deed (as applicable) (and as soon as practicable upon the obtaining of any Insurance or the execution of any

Relevant Contract or Hedging Agreement or the opening of any Charged Account after the date of this Deed) each Chargor shall:

- (a) in respect of each of its Insurances (except where the proceeds of the relevant Insurance are payable to a third party) deliver a duly completed notice of assignment to the provider of each such Insurance and shall use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement within 14 days of the date of such notice, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*),
- (b) in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that document, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement within 14 days of the date of such notice, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgment by party to Relevant Contract*), and
- (c) in respect of its Charged Accounts deliver a duly completed notice to the Account Bank and shall use its reasonable endeavours to procure that the Account Bank executes and delivers to the Security Agent an acknowledgement within 14 days of the date of such notice, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Security Agent shall agree. The execution of this Deed (or any Accession Deed) by the relevant Chargor shall constitute notice to, an Intra-Group Loan counterparty, and signature to this Deed (or any Accession Deed) by such counterparty (if such counterparty is a Chargor) shall constitute acknowledgment, of any charge created over any Intra-Group Loan.

4.4 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 this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future

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

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

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

- (a) this Debenture is enforceable in accordance with clause 13 (*When security becomes enforceable*), or
- (b) the Security Agent (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 or to be otherwise in jeopardy, provided that the Security Agent may only convert the floating charge over the endangered Security Assets

6.2 Small companies

The floating charge created under this Deed by any Chargor 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 such Chargor

6.3 Automatic conversion

The floating charge created under this 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) such Chargor 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 a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent under this Deed 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

7. CONTINUING SECURITY

7.1 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. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This 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.

7.3 Right to enforce

This Deed may be enforced against each or any Chargor 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

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor 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

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party (except by way of Permitted Security)

10. REPRESENTATIONS**10.1 General**

Each Original Chargor makes the representations and warranties set out in this clause 10 to the Security Agent and to each other Secured Party on the date of this Deed.

10.2 Nature of Security

Each Chargor represents and warrants to the Security Agent and to each other Secured Party on the date of this Deed that

- (a) this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise, and
- (b) this Deed creates legal, valid and binding obligations and, subject to the Legal Reservations, is enforceable against each Chargor in accordance with its terms

10.3 Ownership of Security Assets

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of security assets*)

10.4 Charged Securities

Each Chargor represents and warrants to the Security Agent that.

- (a) the Charged Securities listed in part 2 of schedule 2 (*Details of security assets*) are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right, and
- (b) it is the sole legal and beneficial owner of the Charged Securities listed in part 2 of schedule 2 (*Details of security assets*).

10.5 Real Property

Each Chargor represents and warrants to the Security Agent and to each other Secured Party that (except as disclosed in any relevant Certificate of Title)

- (a) it is the legal and beneficial owner of its Real Property;
- (b) no breach of any law, regulation or covenant or the terms of any planning permission has occurred or is continuing which affects or would be reasonably likely to affect materially the value or use of its Real Property or any part of it,
- (c) there are no breaches of Environmental Law which would be reasonably likely to affect materially the value or use of its Real Property or any part of it,
- (d) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting any of its Real Property which conflict with its present use or adversely affect the value or use of any of the Real Property, in each case to any material extent,
- (e) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over any of its Real Property and which would be reasonably likely to affect materially its value or use,
- (f) all facilities (including access) necessary for the enjoyment and use of any of its Real Property (including those necessary for the carrying on of its business at the Real Property) are enjoyed by the relevant Real Property and none of those facilities are on terms entitling any person to terminate or curtail its use or on terms which conflict with or restrict its use, where the lack of those facilities would be reasonably likely to affect materially its value or use,
- (g) it has received no notice of any adverse claims by any person in respect of any of its Real Property which if adversely determined would or would be reasonably likely to materially adversely affect the value or use of any of its Real Property, nor has any acknowledgement been given to any person in respect of any of its Real Property, and
- (h) its Real Property is held by it free from any Security or any lease or licence which would be reasonably likely to affect materially its value or use except as expressly permitted under the Senior Facilities Agreement

11. UNDERTAKINGS BY THE CHARGORS**11.1 Negative pledge and Disposals**

No Chargor shall 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 other than as created by this Deed or 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)

11.2 Security Assets generally

Each Chargor shall

- (a) within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Security Assets, and (if required by the Security Agent)
 - (i) deliver a copy to the Security Agent; and
 - (ii) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets,
- (c) comply with
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation, and
 - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect,
- (d) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted by the Senior Facilities Agreement;
- (e) provide the Security Agent with all information which it may reasonably request in relation to the Security Assets, and
- (f) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect) (except as expressly permitted by the Senior Facilities Agreement)

11.3 Real Property

No Chargor shall in respect of its Leases or Real Property (or any part of it), except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the Senior Facilities Agreement

- (a) do or knowingly permit to be done any act as a result of which any Lease comprised in its Real Property may become liable to forfeiture or otherwise be terminated or determined,
- (b) grant or agree to grant (whether in exercise of or independently of any statutory power) any Lease or tenancy,

- (c) agree to any surrender of any Lease or tenancy (whether independently or under any statutory power),
- (d) commence any forfeiture proceedings in respect of any Lease or tenancy,
- (e) confer on any person any contractual licence or right to occupy any land or buildings forming part of the Real Property, or
- (f) consent or grant any licence to any assignment or sub-letting of any tenant's interest under any Lease or tenancy

11.4 Real Property undertakings - acquisitions and notices to the Land Registry

- (a) Each Chargor shall notify the Security Agent immediately upon the acquisition of any estate or interest in any freehold or leasehold property and the Chargor (at its own reasonable expense) shall grant such Security over that freehold or leasehold property as the Security Agent requests in the form previously approved by the Security Agent (provided that the form of such document is consistent with, and no more onerous than, the then-existing Transaction Security Documents).
- (b) Each Chargor shall, in respect of any Real Property which is acquired by it after the date of this Deed, the title to which is registered at the Land Registry or the title to which is required to be so registered
 - (i) give the Land Registry written notice of the fixed charge contained in clause 4.1 (*Fixed charges*) of this Deed, and
 - (ii) use best endeavours to procure that notice of the fixed charge contained in clause 4.1 (*Fixed charges*) of this Deed is clearly noted in the Register to each such title.

11.5 Deposit of documents and notices relating to Real Property

Each Chargor shall, if requested by the Security Agent in writing, deposit with the Security Agent.

- (a) all deeds and documents of title relating to the Real Property, and
- (b) all local land charges, land charges and the Land Registry search certificates and similar documents held by or on behalf of a Chargor,

which the Security Agent may hold throughout the Security Period.

11.6 Real Property undertakings - maintenance

- (a) Each Chargor must keep
 - (i) all buildings and erections included on its Real Property in reasonable repair and condition (ordinary wear and tear excepted), and
 - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in its Real Property in reasonable working order and condition (ordinary wear and tear excepted)
- (b) No Chargor may

- (i) make any application for planning permission in respect of any part of the Real Property, or
- (ii) carry out or permit to be carried out on any part of the Real Property any development for which the permission of the local planning authority is required,

except as part of carrying on its principal business where it would not or would not be reasonably likely to have a material adverse effect on the value or use of the Real Property or the carrying on of the principal business of such Chargor

- (c) Each Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

11.7 Insurance and Key-man Policies

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Senior Facilities Agreement (and in particular, clause 24 25 (*Insurance*) of the Senior Facilities Agreement).
- (b) Subject to the rights of the Security Agent under paragraph (c) below, each Chargor must, to the extent commercially reasonable, diligently pursue its rights under each of its Insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Senior Facilities Agreement.
- (c) After this Debenture Security has become enforceable, subject to the terms of the Intercreditor Agreement.
 - (i) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances,
 - (ii) each Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights, this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor, and
 - (iii) each Chargor must hold any payment received by it under any of its Insurances (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Security Agent
- (d) If at any time any Chargor defaults in:
 - (i) effecting or keeping up the insurances (A) required under the Senior Facilities Agreement or (B) referred to in this clause, or
 - (ii) producing any insurance policy or receipt to the Security Agent as soon as reasonably practicable following demand,

the Security Agent may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent

and shall be reimbursed by such Chargor on demand

11.8 Intellectual Property

Each Chargor must promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

11.9 Dealings with and realisation of Receivables and Collection Accounts

(a) Each Chargor shall

- (i) without prejudice to clause.11.1 (*Negative pledge and Disposals*) (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 save to the extent permitted by the Senior Facilities Agreement,
- (ii) following the occurrence of an Event of Default which is continuing collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent, and
- (iii) (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Senior Finance Document) immediately upon receipt pay all monies which it receives in respect of the Receivables into
 - (A) the account specified against its name in part 3 of schedule 2 (*Details of security assets*) or, if applicable, in the schedule to any Accession Deed as a Collection Account,
 - (B) any other account held with an Account Bank over which the Chargors have granted Security to the Security Agent pursuant to the terms of this Deed, or
 - (C) following the occurrence of an Event of Default which is continuing such specially designated account(s) with the Security Agent or another Account Bank as the Security Agent may from time to time direct,

(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account"), and

- (iv) following the occurrence of an Event of Default which is continuing pending such payment, hold all monies so received upon trust for the Security Agent.
- (b) Following the occurrence of an Event of Default which is continuing each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed.

11.10 Operation of Collection Accounts

- (a) After the occurrence of an Event of Default which is continuing, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables

11.11 Operation of Cash Collateral Accounts

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

11.12 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations
 - (i) deposit with the Security Agent (or as the Security Agent may direct) any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Charged Securities and their Related Rights, and
 - (ii) take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain legal title to the Charged Securities. This includes
 - (A) delivering executed share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank,
 - (B) procuring that those share transfers are registered by the company in which the Charged Securities are held and that share certificates in the name of the transferee are delivered to the Security Agent, and
 - (C) such other documents as the Security Agent shall reasonably require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser),

notwithstanding the foregoing, the Security Agent shall only utilise the documents deposited and/or delivered to it and/or require that it or its nominee be registered as owner or obtain legal title to the Charged Securities, in accordance with this paragraph (a) in accordance with the terms of this Deed when an Event of Default has occurred and is continuing

- (b) Each Chargor shall
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in the form required by the Security Agent, and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonable require
- (c) Each Chargor must if so requested by the Security Agent following the occurrence of an Event of Default which is continuing
 - (i) instruct any clearance system to transfer any Charged Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system, and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system

Without prejudice to the rest of this clause 11 12, the Security Agent, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

- (d) Each Chargor must comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Charged Investments. If a Chargor fails to do so, the Security Agent may elect to provide any information which it may have on behalf of that Chargor. Each Chargor must promptly upon request by the Security Agent supply a copy to the Security Agent of any such information
- (e) Each Chargor must pay all calls and other payments due and payable in respect of any of its Charged Investments
- (f) If a Chargor fails to do so, the Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this 11 12(f) and, pending reimbursement, that payment will constitute part of the Secured Obligations
- (g) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (h) Without limiting its obligations under clause 11 2(e), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the

Charged Investments and, if it fails to do so, the Security Agent may provide such information as it may have on behalf of such Chargor.

11.13 Rights of the Parties in respect of Charged Investments

- (a) Unless an Event of Default is continuing, each Chargor shall be entitled to:
 - (i) receive all dividends, interest and other monies arising from the Charged Securities, and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that
 - (A) no Chargor may (except to the extent permitted by the Senior Facilities Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Charged Securities (or any class of them) or of any Related Rights being altered or further Charged Securities being issued, or
 - (B) no Chargor shall (except to the extent permitted by the Senior Facilities Agreement) exercise its voting rights in relation to the Investments in any manner, or otherwise permit or agree to
 - (1) any variation of the rights attaching to or conferred by all or any part of the Charged Securities (or any class of them) or of any Related Rights, or
 - (2) any increase in the issued share capital of any company whose shares are charged pursuant to this Deed, which would prejudice the value of, or the ability of the Security to realise, the security created by this Deed.
- (b) At any time following the occurrence of an Event of Default which is continuing, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select
- (c) At any time after the Debenture Security has become enforceable, the Security Agent may at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor)
 - (i) exercise (or refrain from exercising) any voting rights in respect of the Charged Securities,
 - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with clause 17 (*Application of Proceeds and the Intercreditor Agreement*),
 - (iii) transfer the Charged Securities into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require, and
 - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Charged Securities, including the right, in relation to any company whose shares or other securities are included in the Charged Securities, to concur or participate in.

- (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
 - (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Charged Securities
- (d) At any time when any Charged Securities are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to
- (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee,
 - (ii) verify that the correct amounts are paid or received, or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*). The Security Agent shall notify the relevant Chargor promptly following any exercise of its powers of this clause 12.

13. WHEN SECURITY BECOMES ENFORCEABLE**13.1 When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

13.3 Enforcement

After this Debenture Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit

14. ENFORCEMENT OF SECURITY**14.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Security Agent

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law).
 - (i) appoint any qualified person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver, and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them

- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as-created) was a floating 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 such Chargor

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Security Agent may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent on demand.

14.5 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and the Security Agent shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 14.6(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

14.7 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable,
- (c) whether any money remains due under any Senior Finance Document, or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

15. RECEIVER**15.1 Removal and replacement**

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services, at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent), taking into account the nature of the duties and any work and responsibility involved.

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Obligations shall be capable of being applied by the Security Agent in discharge of the Secured Obligations

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration (save for wilful neglect or gross negligence). No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred on the Security Agent by clause 14.3 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation,
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor,
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant

Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor,

- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct),
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- (m) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
 - (iii) use the name of any Chargor for any of the above purposes

17 APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

17.1 Application

All monies received by the Security Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in accordance with and subject to the Intercreditor Agreement.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Senior Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature)

17.3 Appropriation; Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account (for so long as the Security Agent usually grants for accounts of that size and nature) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

18. SET-OFF**18.1 Set-off rights**

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any matured obligation due from any Chargor whether under the Senior Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor against any matured obligation owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Senior Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) this Debenture Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

19. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

20. FURTHER ASSURANCES

20.1 Further action

Subject to the Agreed Security Principles, each Chargor shall (and the Parent shall procure that each Chargor will) promptly at its own expense, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) in favour of the Security Agent, a Receiver or its nominees in order to

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent, any other Secured Party or any Receiver or any Delegate provided by or pursuant to the Finance Documents or by law,
- (b) to confer on the Security Agent, any Receiver or the Secured Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or
- (c) facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security

20.2 Senior Finance Documents

Each Chargor shall (and the Parent shall procure that each member of the Group shall) upon request by the Security Agent 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 Secured Parties by or pursuant to this Deed.

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor 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 this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*))

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*), or, if no Event of Default is continuing, which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver reasonably considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify the Security Agent against all costs, charges and expenses reasonably incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. CHANGES TO THE PARTIES**23.1 Chargors**

No Chargor may assign any of its rights or obligations under this Deed.

23.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. Each Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Accession Deed

Each Chargor

- (a) consents to new Subsidiaries of the Parent becoming Chargors as contemplated by the Senior Finance Documents, and
- (b) irrevocably authorises the Parent to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

24. MISCELLANEOUS**24.1 New accounts**

- (a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Senior Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does

not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

- (b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

- (a) Each Senior Finance Party shall perform its obligations under the Senior Facilities Agreement (including any obligation to make available further advances)
- (b) This Deed secures advances already made and further advances to be made

24.3 Land Registry

- (a) If so instructed by the Security Agent, each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [◆ 20◆] in favour of Santander UK plc referred to in the charges register or their conveyancer"

- (b) Each Chargor
 - (i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Senior Facilities Agreement or any other Senior Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003,
 - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent; and
 - (iii) shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Senior Facilities Agreement or any other Senior Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly, unless the Security Agent has made the applications in accordance with clause 24.3(b)(i) above, make all applications to and filings with the Land Registry which are necessary under the Land Registration Rules 2003 to protect the Debenture Security

24.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party)
- (b) Clause 20 (*Guarantee and indemnity*) of the Senior Facilities Agreement apply in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of each Chargor under this Deed.

25. NOTICES

25.1 Senior Facilities Agreement

Subject to clause 25.2 (*Notices through Parent*):

- (a) clause 34 of the Senior Facilities Agreement (*Notices*) (other than clauses 34.3(c), 34.6 (*Electronic communication*) and 34.7 (*Use of websites*)) is incorporated into this Deed as if fully set out in this Deed, and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Senior Facilities Agreement or this Deed

25.2 Notices through Parent

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargors or the Parent on their behalf so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

31. RELEASE**31.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Debenture Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

33. ENFORCEMENT**33.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) This clause 33.1 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

33.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)
- (i) irrevocably appoints Southern Dental Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and Southern Dental Limited by its execution of this Deed, accepts that appointment), and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, Southern Dental Limited (on behalf of all the Chargors) must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

Southern Dental Limited expressly agrees and consents to the provisions of this clause 33 and clause 32 (*Governing law*)

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by each Original Chargor

SCHEDULE 1: THE ORIGINAL CHARGORS

Name of Original Guarantor	Registration number (or equivalent, if any) Original Jurisdiction
Tempire Topco Limited	116750, Jersey
Tempire Midco Limited	116749, Jersey
Tempire Holdings Limited	113862, Jersey
Tempire Investments Limited	09257407, England
Southern Dental Limited	05947797, England
Allington Dental Care Limited	07451761, England
Best Practice CDA Limited	07110957, England
Buntingford Dental Care Limited	07699161, England
Bradlaw House Dental Care Limited	07277351, England
Cambourne Dental Care Limited	07544242, England
Charlton Dental Care Limited	06378569, England
Church Hill Dental Care Limited	07338979, England
Corby Dental Care Limited	07215476, England
Creekside Dental Care Limited	06378105, England
Crowborough Dental Care Limited	07463028, England
Dale Road Oral Care Limited	07167177, England
Daybrook Dental Surgery Limited	07185903, England
Diplomat House Dental Care Limited	07338978, England
Direct Dental Care Limited	07253830, England
Gayton Road Dental Care Limited	07484202, England
Gentle Dental & Implant Care Limited	06393444, England
Gravesend Dental Care Limited	07484310, England
Halton House Dental Centre Limited	06372475, England
Hilsea Dental Care Limited	07172339, England
Holborough Dental Care Limited	06378115, England
Hollybush Dental Care Limited	06378203, England
Horsham Dental Care Limited	06378127, England
Kennington Dental Care Limited	07699138, England
Kismar CDA Limited	07116053, England
Lowestoft Dental Care Limited	07544348, England
Little London Dental Care Limited	06378123, England
Maidstone Dental Care Limited	06377934, England

Name of Original Guarantor	Registration number (or equivalent, if any) Original Jurisdiction
Manor Dental Care Limited	07450363, England
Market Place Dental Practice Limited	05879406, England
Moat Road Dental Care Limited	06486257, England
Northgate Dental Care Limited	06378091, England
Paulsgrove Dental Care Limited	07172257, England
Peckham Dental Care Limited	06378099, England
Portsea Dental Care Limited	07172390, England
Preston Park Dental Care Limited	06378536, England
R G Matthey Limited	06737373, England
Southern Dental Partnerships Limited	07451783, England
South East England CDA Limited	07116020, England
Southsea Dental Care Limited	06594490, England
South Down Dental Care Limited	07699136, England
Stoke Newington Dental Care Limited	07699169, England
Stone Cross Dental Care Limited	06378541, England
Steyning Dental Care Limited	07277371, England
Taghi and Kia Limited	06152573, England
Tilgate Dental Care Limited	06378140, England
Tollgate Dental Care Limited	07450354, England
Tooth Smart Dental Care Limited	07463056, England
Totton Dental Care Limited	07544338, England
Vicarage Lane Dental Care Limited	07699141, England
Walworth Road Dental Care Limited	07545393, England
Welldene Dental Care Limited	06796271, England
Wellsbourne Dental Care Limited	07340006, England
Well Street Dental Care Limited	07544345, England
West Hill Dental Clinic Limited	05218356, England

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

Chargor	Address	Description
Allington Dental Care Ltd	Allington Dental Care Ltd 5 West Allington, Bridport Dorset DT6 5BJ	Leasehold interest in the property
Southern Dental Partnerships Limited	Great Knightleys Dental Care 188-190 Great Knightleys Basildon SS15 5NG	Leasehold interest in the property
Southern Dental Partnerships Limited	16 Ninfield Road Bexhill on Sea East Sussex TN39 5AF	Leasehold interest in the property
Bradlaw House Dental Care Limited	Bradlaw Dental Care Ltd. 5 Sudley Road, Bognor Regis, West Sussex PO21 1EJ	Leasehold interest in the property
Buntingford Dental Care Ltd - Ground	Buntingford Dental Care Ltd. 23 High Street, Buntingford, Herts SG9 9AB	Leasehold interest in the property
Buntingford Dental Care Ltd -First Floor	Buntingford Dental Care Ltd. 23 High Street, Buntingford, Herts SG9 9AB	Leasehold interest in the property
Cambourne Dental Care Ltd	Cambourne Dental Care Ltd Monkfield House, Monkfield Lane, Great Cambourne, Cambridgeshire CB23 6AJ	Leasehold interest in the property
Charlton Dental Care Ltd	Charlton Dental Care Ltd 88 Charlton Road, London SE7 7EY	Leasehold interest in the property
Southern Dental Partnerships Limited	Chuchele House Dental and Orthodontic Centre, First floor, 42 Kingsley Road, Northampton NN2 7BL	Leasehold interest in the property
Church Hill Dental Care Limited	Church Hill Dental Care Ltd. Church Hill, Midhurst West Sussex GU29 9NX	Leasehold interest in the property
Southern Dental Ltd	34 Kenn Road, Somerset BS21 6EW See Opaleye below	Leasehold interest in the property
R G Matthey Limited	Cockfosters Dental Care. 3 Westpole Avenue, Cockfosters Barnet EN4 0AX	Leasehold interest in the property
Corby Dental Care Ltd	Corby Dental Care Ltd. 38A High Street, Corby, Northamptonshire NN17 1UX	Leasehold interest in the property
Creekside Dental Care Ltd	Creekside Dental Care Ltd. 176 Deptford High Road, Deptford, London. SE8 3PR	Leasehold interest in the property
Crowborough Dental Care Ltd	Crowborough Dental Care Ltd. Harley House, Brooklands Park, Farningham Road, Crowborough, East Sussex TN6 2JD	Leasehold interest in the property

Chargor	Address	Description
Dale Road Oral Care Ltd	44 Dale Road, Southampton SO16 6QL	Leasehold interest in the property
Daybrook Dental Surgery Limited	88 Mansfield Road, Nottingham NG5 6DY	Leasehold interest in the property
Diplomat House Dental Care Limited	Diplomat House Dental Care Ltd. Oakfield Street, Blandford, Dorset. DT11 7EX	Leasehold interest in the property
Direct Dental Care Ltd	Direct Dental Care Ltd. 107 Wotton Road, Kings Lynn PE30 4DJ	Leasehold interest in the property
Direct Dental Care Ltd	Direct Dental Care Ltd 107 Wotton Road, Kings Lynn PE30 4DJ	Leasehold interest in the property
Southern Dental Partnerships Limited	Canterbury Road Dental Care 45&47 Canterbury Road, Folkestone CT19 5NJ	Leasehold interest in the property
Southern Dental Partnerships Limited	Frinton Dental Care 84a Connaught Avenue, Frinton on Sea CO13 0AR	Leasehold interest in the property
Gayton Road Dental Care Ltd	Gayton Road Dental Care Ltd. 3 Gayton Road, Kings Lynn, Norfolk PE30 4EA	Leasehold interest in the property
Gentle Dental and Implant Care Ltd	Gentle Dental and Implant Care Ltd 67A High Street, Tunbridge Wells, Kent. TN1 1XX	Leasehold interest in the property
Gravesend Dental Care Ltd	Gravesend Dental Care Ltd. 43 The Grove, Gravesend, Kent DA12 1DP	Leasehold interest in the property
Southern Dental Partnerships Limited	First floor, 64-65 Northbrook Street, Newbury, Berkshire RG14 1AE	Leasehold interest in the property
Halton House Dental Centre Ltd	Hallatrow Road, Paulton, Bristol BS39 7LH	Leasehold interest in the property
Dale Road Oral Care Ltd	Happy Smile, 10 Portland Street, Southampton SO14 7EB	Leasehold interest in the property
Southern Dental Partnerships Limited	16 Robertson Street, Hastings, East Sussex. TN34 1HL	Leasehold interest in the property
Southern Dental Limited	Innovation House, Windsor Place, Faraday road, Crawley, West Sussex, RH10 9TF	Leasehold interest in the property
Southern Dental Partnerships Limited	102 High Street, Heathfield, East Sussex TN21 8 JD	Leasehold interest in the property
Hilsea Dental Care Ltd	Hilsea Dental Care Ltd. 281 London Road, Portsmouth, Hants. PO2 9HE	Leasehold interest in the property

Chargor	Address	Description
Holborough Dental Care	Holborough Dental Care Ltd 4A Holborough Road, Snodland, Kent ME6 5NJ	Leasehold interest in the property
Hollybush Dental Care Ltd	Hollybush Dental Care Ltd. 17 Hollybush Road, Crawley, West Sussex. RH10 8DU	Leasehold interest in the property
Horsham Dental Care Limited	Horsham Dental Care Ltd. 1st, 2nd & 3rd Floors, 22 Carfax, Horsham, West Sussex RH12 1EB	Leasehold interest in the property
Kennington Dental Care Ltd	Kennington Dental Care Ltd 330 Kennington Park Road, London SE11 4PP	Leasehold interest in the property
Southern Dental Partnerships Limited	4 The Triangle, Kingston upon Thames, Surrey KT1 3RU	Leasehold interest in the property
Little London Dental Care Limited	Little London Dental Care Ltd. 31 Little London, Chichester, West Sussex PO19 1PL	Leasehold interest in the property
Welldene Dental Care Ltd	Lower Hayes	Leasehold interest in the property
Southern Dental Ltd	7 Regent Road, Lowestoft, Suffolk NR32 1PA	Leasehold interest in the property
Lowestoft Dental Care Limited	Lowestoft Dental Care Ltd. 2 The Avenue, Lowestoft, Suffolk. NR33 7LL	Leasehold interest in the property
Maidstone Dental Care Ltd	Maidstone Dental Care Ltd. 524 Loose Road, Maidstone, Kent ME15 9UF	Leasehold interest in the property
Manor Dental Care Ltd	Manor Dental Care Ltd. 1 Manor Buildings, Osler Road, Oxford OX3 7RB	Leasehold interest in the property
Manor Dental Care Ltd	Manor Dental Care Ltd. 7 Manor Buildings, Osler Road, Oxford. OX3 7RB	Leasehold interest in the property
Moat Road Dental Care Ltd	3 Moat Road, East Grinstead RH19 3JZ	Leasehold interest in the property
Northgate Dental Care Ltd	Northgate Dental Care Ltd. 1 Woolborough Road, Northgate, Crawley, West Sussex. RH10 8EZ	Leasehold interest in the property
Southern Dental Partnerships Limited	99 Norwood High Street. West Norwood SE27 9JF (Mr Robert Hero)	Leasehold interest in the property
Best Practice CDA Ltd	26 - 30 London Road, Cowplain, Waterlooville, Hampshire, PO8 8DL	Leasehold interest in the property
Paulsgrove Dental Care Ltd	Paulsgrove Dental Care Ltd 1st Floor Paulsgrove Healthy Living Centre, 219-225 Allaway Avenue, Paulsgrove, Portsmouth,	Leasehold interest in the property

Chargor	Address	Description
	Hants. PO6 4HG	
Peckham Dental Care Ltd	Peckham Dental Care Ltd 71 Peckham High Street, Peckham, London SE15 5RS	Leasehold interest in the property
Portsea Dental Care Ltd	Portsea Dental Care Ltd. John Pounds Centre, 23 Queen Street, Portsmouth. PO1 3HN	Leasehold interest in the property
Preston Park Dental Care Ltd	Preston Park Dental Care Ltd. Sixth Floor Park House, 177 Preston Road, Brighton BN1 6AG	Leasehold interest in the property
Southern Dental Partnerships Limited	233 Selhurst Road, London SE25 6XP	Leasehold interest in the property
Southern Dental Partnerships Limited	17 & 19 Broadway Sheerness on Sea Kent ME12 1AB	Leasehold interest in the property
Southern Dental Partnerships Limited	398 Broxtowe Lane, Nottingham, Nottinghamshire NG8 5ND	Leasehold interest in the property
Southern Dental Partnerships Limited	35 High Street, Snodland, Kent ME8 5AG	Leasehold interest in the property
South Down Dental Care Ltd	South Down Dental Care Ltd 113 Southdown Road, Harpenden, Herts AL5 1QQ	Leasehold interest in the property
South Down Dental Care Ltd	Leyton Dental Care Ltd 14A Leyton Road, Harpenden, Herts AL5 2TQ	Leasehold interest in the property
Southsea Dental Care Ltd	Southsea Dental Care Ltd. 96 Victoria Road, Southsea, Portsmouth, Hants PO5 1QE	Leasehold interest in the property
Steyning Dental Care Limited	Steyning Dental Care Ltd. 2nd Floor, Steyning Health Centre, Tanyard Lane, Steyning, West Sussex. BN44 3RJ	Leasehold interest in the property
Stoke Newington Dental Care Ltd	Stoke Newington Dental Care Ltd. 169 Church Street, Stoke Newington, London. N16 0UL	Leasehold interest in the property
Stone Cross Dental Care Ltd	Stone Cross Dental Care Ltd. 1 Mumram Road, Stonecross, Pevensey BN24 5DZ	Leasehold interest in the property
Tilgate Dental Care Ltd	Tilgate Dental Care Ltd. 108 Ashdown Drive, Tilgate, Crawley, West Sussex RH10 5EX	Leasehold interest in the property
Tollgate Dental Care Ltd	Tollgate Dental Care Ltd. 220 Tollgate, Beckton, London E6 5JS	Leasehold interest in the property
Tooth Smart Dental Care Ltd	Tooth Smart Dental Care Ltd. 137 Portland Road, Hove, East Sussex BN3 5QJ	Leasehold interest in the property

Chargor	Address	Description
Totton Dental Care Limited	Totton Dental Care Ltd. Hazel Farm Road, Totton Southhampton SO40 8WU	Leasehold interest in the property
Market Place Dental Practice Ltd	33 Market Place Melksham Trowbridge SN12 6ES	Leasehold interest in the property
Southern Dental Partnerships Limited	409 Norwood Road, West Norwood, London SE27 9BU	Leasehold interest in the property
Vicarage Lane Dental Care Ltd	Vicarage Lane Dental Care Ltd. Vicarage Lane, Haslemere, Surrey GU27 1LQ	Leasehold interest in the property
Walworth Road Dental Care Ltd	Walworth Road Dental Care Ltd 296 Walworth Road, London SE17 2TE	Leasehold interest in the property
Well Street Dental Care Limited	Well Street Dental Care Ltd. 220 Well Street, Hackney, London E9 6QT	Leasehold interest in the property
Welldene Dental Care Ltd	Welldene Dental Care Ltd. Canterbury Road, Ashford, Kent. TN24 8JY	Leasehold interest in the property
Wellsbourne Dental Care Ltd	Wellsbourne Dental Care Ltd 1st Floor, Wellsbourne Health Centre, Whitehawk Road, Brighton. BN2 5FJ	Leasehold interest in the property
West Hill Dental Clinic Ltd	1 West Hill Place, Bournemouth BH2 5NX	Leasehold interest in the property
Southern Dental Partnerships Limited	3 Bhylls Lane, Wolverhampton WV3 8DH	Leasehold interest in the property
Southern Dental Partnerships Limited	1 High Street, Yeovil, Somerset BB20 1RE	Leasehold interest in the property

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Tempire Holdings Limited	Tempire Investments Limited	£1 ordinary share	100
Tempire Investments Limited	Southern Dental Limited	£1 ordinary A share	882
Tempire Investments Limited	Southern Dental Limited	£1 ordinary B share	98
Tempire Investments Limited	Southern Dental Limited	£1 ordinary C share	20

Tempire Investments Limited	Southern Dental Limited	£0.00001 ordinary E share	100,000,000 - - -
Southern Dental Limited	Allington Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Bradlaw House Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Buntingford Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Carnbourne Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Charlton Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Church Hill Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Corby Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Creekside Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Crowborough Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Dale Road Oral Care Limited	£1 ordinary share	2
Southern Dental Limited	Daybrook Dental Surgery Limited	£1 ordinary share	200
Southern Dental Limited	Diplomat House Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Direct Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Gayton Road Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Gentle Dental & Implant Care Limited	£1 ordinary share	1
Southern Dental Limited	Gravesend Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Halton House Dental Centre Limited	£1 ordinary share	2
Southern Dental Limited	Hayes Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Hilsea Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Holborough Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Hollybush Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Horsham Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Kennington Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Lowestoft Dental Care Limited	£1 ordinary share	1

Southern Dental Limited	Little London Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Maidstone Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Manor Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Market Place Dental Practice Limited	£1 ordinary A share	74
Southern Dental Limited	Market Place Dental Practice Limited	£1 ordinary B share	26
Southern Dental Limited	Meyrumlu 1 Limited	£1 ordinary share	1
Southern Dental Limited	Moat Road Dental Care Limited	£1 ordinary A shares	1,000
Southern Dental Limited	Moat Road Dental Care Limited	£1 ordinary B shares	1,000
Southern Dental Limited	Northgate Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Paulsgrove Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Peckham Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Portsea Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Preston Park Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	R G Matthey Limited	£1 ordinary share	100
Southern Dental Limited	Southern Dental Partnerships Limited	£1 ordinary share	1
Southern Dental Limited	Southsea Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	South Down Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	South East England CDA Limited	£1 ordinary share	99
Southern Dental Limited	Stoke Newington Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Stone Cross Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Steyning Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Taghi & Kia Limited	£1 ordinary share	2
Southern Dental Limited	Tilgate Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Totton Dental Care Limited	£1 ordinary share	1

Southern Dental Limited	Tooth Smart Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Tollgate Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Vicarage Lane Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Walworth Road Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Welldene Dental Care Limited	£1 ordinary share	100
Southern Dental Limited	Wellsbourne Dental Care Limited	£1 ordinary share	1
Southern Dental Limited	Well Street Dental Care Limited	£1 ordinary share	1
Taghi and Kia Limited	West Hill Dental Clinic Limited	£1 ordinary share	1
Kismar CDA Limited	Best Practice CDA Limited	£1 ordinary share	1
South East England CDA Limited	Kismar CDA Limited	£1 ordinary share	100

Part 3: Charged Accounts






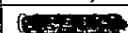
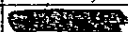
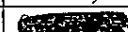
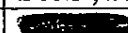

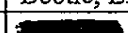

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code]
Tempire Midco Limited	10 94	Holding Account	Santander UK plc	Santander UK plc, Bridle Road, Bootle, L30 4GB
Tempire Midco Limited	10 81	Mandatory Prepayment Account	Santander UK plc	Santander UK plc, Bridle Road, Bootle, L30 4GB

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Allington Dental Care Limited	01 14	Santander UK plc	Santander UK plc, Bridle Road, Bootle, L30 4GB
Best Practice CDA Limited	10 80	Santander UK plc	Santander UK plc, Bridle Road,

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Bootle, L30 4GB
Bradlaw House Dental Care Limited	[REDACTED]	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Buntingford Dental Care Limited	01 [REDACTED] 17	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Cambourne Dental Care Limited	01 [REDACTED] 38	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Charlton Dental Care Limited	01 [REDACTED] 34	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Church Hill Dental Care Limited	01 [REDACTED] 73	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Corby Dental Care Limited	01 [REDACTED] 03	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Creekside Dental Care Limited	01 [REDACTED] 26	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Crowborough Dental Care Limited	01 [REDACTED] 70	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Dale Road Oral Care Limited	10 [REDACTED] 68	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Daybrook Dental Surgery Limited	10 [REDACTED] 63	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Diplomat House Dental Care Limited	01 [REDACTED] 81	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road,

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Bootle, L30 4GB
Direct Dental Care Limited	01 [REDACTED] 44	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Gayton Road Dental Care Limited	01 [REDACTED] 13	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Gentle Dental & Implant Care Limited	01 [REDACTED] 45	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Gravesend Dental Care Limited	01 [REDACTED] 7	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Halton House Dental Centre Limited	10 [REDACTED] 97	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Hilsea Dental Care Limited	01 [REDACTED] 8	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Holborough Dental Care Limited	01 [REDACTED] 07	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Hollybush Dental Care Limited	01 [REDACTED] 53	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Horsham Dental Care Limited	01 [REDACTED] 61	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Kennington Dental Care Limited	01 [REDACTED] 75	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Little London Dental Care Limited	01 [REDACTED] 96	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road,

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Bootle, L30 4GB
Lowestoft Dental Care Limited	01 [REDACTED] 33	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Maidstone Dental Care Limited	01 [REDACTED] 23	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Manor Dental Care Limited	01 [REDACTED] 77	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Market Place Dental Practice Limited	10 [REDACTED] 89	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Moat Road Dental Care Limited	10 [REDACTED] 81	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Northgate Dental Care Limited	01 [REDACTED] 93	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Paulsgrove Dental Care Limited	01 [REDACTED] 42	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Peckham Dental Care Limited	01 [REDACTED] 31	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Portsea Dental Care Limited	01 [REDACTED] 50	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Preston Park Dental Care Limited	01 [REDACTED] 88	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
R G Matthey Limited	10 [REDACTED] 60	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
South Down Dental Care Limited	01 [REDACTED] 24	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Southern Dental Limited	01-0009	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Southern Dental Partnerships Limited	10-0008	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Southsea Dental Care Limited	01-0015	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Steyning Dental Care Limited	01-0066	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Stoke Newington Dental Care Limited	01-0083	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Stone Cross Dental Care Limited	01-0077	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Tempire Midco Limited	10-0000	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Tilgate Dental Care Limited	01-0069	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Tollgate Dental Care Limited	01-0085	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Tooth Smart Dental Care Limited	01-0043	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Totton Dental Care Limited	01-0014	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB
Vicarage Lane Dental Care Limited	01-0060	Santander UK plc	 Santander UK plc, Bridle Road, Bootle, L30 4GB

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Walworth Road Dental Care Limited	01[REDACTED]61	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Well Street Dental Care Limited	01[REDACTED]96	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Welldene Dental Care Limited	01[REDACTED]38	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
Wellsbourne Dental Care Limited	01[REDACTED]68	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB
West Hill Dental Clinic Limited	10[REDACTED]55	Santander UK plc	[REDACTED] Santander UK plc, Bridle Road, Bootle, L30 4GB

Part 4: Intellectual Property

None as at the date of this Deed

Part 5: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Tempire Midco Limited	On or around the date of this Deed	(1) Tempire Midco Limited, (2) Tempire Holdings Limited, (3) Tempire Investments Limited and (4) Southern Dental Limited	Structural Intra-Group Loan Agreement
Tempire Holdings Limited	On or around the date of this Deed	(1) Tempire Midco Limited, (2) Tempire Holdings Limited, (3) Tempire Investments Limited and (4) Southern Dental Limited	Structural Intra-Group Loan Agreement
Tempire Investments	On or around the date	(1) Tempire Midco	Structural Intra-Group

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Limited	of this Deed	Limited, (2) Tempire Holdings Limited, (3) Tempire Investments Limited and (4) Southern Dental Limited	Loan Agreement
Southern Dental Limited	On or around the date of this Deed	(1) Tempire Midco Limited, (2) Tempire Holdings Limited, (3) Tempire Investments Limited and (4) Southern Dental Limited	Structural Intra-Group Loan Agreement

Part 6: Insurances

Chargor	Insurer	Policy type	Policy No.
Each Chargor	Zurich	Package	LW09001369
Tempire Holdings Limited	Aviva	Key-man Insurance	A226562EM

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

Part 1: Form of notice of charge to Account Bank

To: *[insert name and address of Account Bank]*

Dated [◆ 20◆]

Dear Sirs

We hereby give notice that, by a debenture dated [◆ 20◆] (the "**Debenture**") we have charged to [◆] (the "**Security Agent**") as security agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you

*[Insert details of accounts] (together the "**Accounts**")*

[We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from the Mandatory Prepayment Account without first having obtained the prior written consent of the Security Agent. For the avoidance of doubt, the Security Agent will consent to withdrawals from the Holding Account by us in accordance with the terms of clause 9.4 of a senior facilities agreement, between inter alia, us and the Security Agent dated [◆ 20◆])]*[Include only for Mandatory Prepayment Account and Holding Account notice of charge]*

[Prior to the occurrence of an Event of Default (as defined in the Debenture) which is continuing under the terms of the Debenture we are permitted to withdraw and transfer and otherwise operate the Collection Accounts as we see fit. Following receipt by you of a notice of an Event of Default (as defined in the Debenture) has occurred and is continuing from the Security Agent, we hereby irrevocably instruct and authorise you),)]*[Include only for Collection Accounts notice of charge]*

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account,
2. to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it,
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent,
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time, and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions

[The Security Agent shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 3 and 4 above and shall not be entitled to serve any notice or give any instruction pursuant to paragraph 5 above unless and until an Event of Default (as defined in the Debenture) has occurred and is continuing (as notified to you in writing by the Security Agent).*[Include only for Collection Accounts notice of charge]*]

We hereby irrevocably instruct and authorise you to disclose to the Security Agent, if any Event of Default (as defined in the Debenture) is continuing and/or the Security Agent can demonstrate that it has reasonable grounds for suspecting that an Event of Default (as defined in the Debenture) is continuing, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may request you to disclose to it.

[The Security Agent, by its countersignature of this notice, agrees that:

- (a) each Chargor may continue to withdraw monies from its Collection Accounts, and
- (b) subject to the Intercreditor Agreement (as defined in the Debenture) between us, you may debit to any Collection Account amounts due to you from the relevant Chargor,

until you receive written notice from the Security Agent that it or you may no longer do so at any time after the occurrence of an Event of Default (as defined in the Debenture) that is continuing]

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them shall be governed by English law

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves

Yours faithfully

By _____
for and on behalf of
[*relevant Chargor*]

By _____
for and on behalf of
[*the Security Agent*]

Part 2: Form of acknowledgement from Account Bank

To *[insert name and address of Security Agent]*

Dated [◆ 20◆]

Dear Sirs

We confirm receipt of a notice dated [◆] 20[◆] (the "Notice") from *[relevant Chargor]* (the "Company") of a charge upon the terms of a Debenture dated [◆] 20[◆], over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us.

[◆] (together the "Accounts")

[We confirm that *[Include section only for Mandatory Prepayment Account and Holding Account acknowledgement of notice of charge]*

- 1 we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms,
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest,
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums,
- 4 [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts, but upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories, and]
- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.]

OR

[We confirm that we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms and until we receive from the Security Agent notice of the occurrence of an Event of Default (as defined in the Debenture) which is continuing we shall continue to operate the Collection Accounts in accordance with instructions received from the Company. Following receipt by us of a notice that an Event of Default (as defined in the Debenture) has occurred and is continuing from the Security Agent we confirm *[Include only for Collection Accounts acknowledgement of notice of charge]*]

- 1 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest,

2. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums,
3. [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts, but upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and]
4. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.]

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law

Yours faithfully

By _____
for and on behalf of
[Account Bank]

**SCHEDULE 4 FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
RELEVANT CONTRACT**

To *[Insert name and address of relevant party]*

Dated [◆ 20◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆ 20◆] BETWEEN (1) YOU
AND (2) [◆] THE "CHARGOR")**

- 1 We give notice that, by a debenture dated [◆ 20◆] (the "Debenture"), we have assigned to [◆] (the "Security Agent") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
- 2 We irrevocably authorise and instruct you from time to time.
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may from time to time request,
 - (b) following written notice to you from the Security Agent confirming that an Event of Default (as defined in the Debenture) has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent,
 - (c) following written notice to you from the Security Agent confirming that an Event of Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Agent from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Security Agent.
- 3 You may continue to deal with us in relation to the Agreement until you receive written notice from the Security Agent that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent
- 4 Following the occurrence of an Event of Default (as defined in the Debenture) we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Agreement
- 5 We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Security Agent.

6. This notice may only be revoked or amended with the prior written consent of the Security Agent
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future,
 - (c) following written notice to you from the Security Agent confirming that an Event of Default has occurred you will not permit any sums to be paid to us or any other person (other than the Security Agent) under or pursuant to the Agreement without the prior written consent of the Security Agent,
 - (d) you will notify the Security Agent of any intention to exercise any right to terminate or amend the Agreement, and
 - (e) you will not take any action to amend or supplement the Agreement without the prior written consent of the Security Agent.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[Name of Chargor]

[*On copy*]

To. [◆]
 as Security Agent
 [ADDRESS]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph [7] of the above notice

for and on behalf of
[◆]

Dated [◆ 20◆]

SCHEDULE 5. FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated [◆ 20◆]

Dear Sirs

[◆] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆ 20◆] (the "Debenture"), we have assigned to [◆] (the "Security Agent") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request,
 - (b) following written notice to you from the Security Agent confirming that an Event of Default (as defined in the Debenture) has occurred to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent,
 - (c) following written notice to you from the Security Agent confirming that an Event of Default has occurred to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time,
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
 - (e) to send copies of all notices and other information given or received under the Policies to the Security Agent.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Agent's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above
4. You may continue to deal with the Chargor in relation to the Policies until you receive written notice from the Security Agent that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent.
5. Following your receipt of a written notice from the Security Agent confirming that an Event of Default (as defined in the Debenture) has occurred, we will not be permitted to receive

from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies

- 6 This notice may only be revoked or amended with the prior written consent of the Security Agent.
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future,
 - (c) following written notice to you from the Security Agent confirming that an Event of Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent, and
 - (d) you will not exercise any right to terminate or cancel the Policies without giving the Security Agent not less than 14 days prior written notice
- 8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[Name of Chargor]

SCHEDULE

THE POLICIES

[On copy]

To [◆]
as Security Agent
[ADDRESS]

Copy to [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] in the above notice. [We have noted the Security Agent's interest as first chargee/loss payee on the Policies]

for and on behalf of
[◆]

Dated [◆ 20◆]

SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) [◆ LIMITED a company incorporated in [] with registered number [] (the "Acceding Company")][EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company")],
- (2) [◆] (the "Parent"), and
- (3) [◆] (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent")

BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆ 20◆] and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*) (subject to clause 3.3 (*Consent assets*)), 4 (*Fixed security*), 5 (*Third party consents*) and 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)),
- (ii) by way of first fixed charge
 - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its [Cash Collateral and] Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (to the extent that they are capable of being charged) (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed.

- (1) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of security assets*), and
- (11) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company].

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors).

- (1) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed, and
- (11) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent]

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

SCHEDULE 2 TO THE ACCESSION DEED ..

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

[Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆]	[◆]	[◆]		[◆]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆]	[◆]	[◆ 20◆]	[◆]	[◆]

[Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]

[Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]

[Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

[Part 5 - Relevant Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[◆]	[◆ 20◆]	[◆]	[◆]
[◆]	[◆ 20◆]	[◆]	[◆]

[Part 6 - Insurances]

[Acceding Company]	Insurer	Policy number
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
 first date specified on page 1,] by [NAME OF)
 ACCEDING COMPANY] acting by)

Director _____

Witness signature _____

Witness name. _____

Witness address. _____

Address: [◆]

Facsimile No. [◆]

Attention: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
 date specified on page 1,] by [NAME OF)
 ACCEDING COMPANY] by its attorney)
 _____ [acting pursuant to a)
 power of attorney dated [◆ 20◆]] in)
 the presence of)

Signature _____
 as attorney for [NAME OF
 ACCEDING COMPANY]

Witness signature _____

Witness name. _____

Witness address. _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

THE PARENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
PARENT] acting by)

Director _____

Witness signature _____

Witness name _____

Witness address _____

Address. [◆]

Facsimile No: [◆]

Attention [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
PARENT] by its attorney)
_____ [acting pursuant to a)
power of attorney dated [◆ 20◆]] in)
the presence of)

Signature _____
as attorney for [NAME OF
PARENT]

Witness signature _____

Witness name. _____

Witness address _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

THE SECURITY AGENT

Signed by _____ for)
and on behalf of [NAME OF SECURITY)
AGENT])

Signature _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

EXECUTION PAGES

THE ORIGINAL CHARGORS

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
TEMPIRE TOPCO LIMITED
 by _____, a director,
 in the presence of _____

Director

Signature of witness

Name of witness CAROLINE DEWHURST

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
TEMPIRE MIDCO LIMITED
 by _____, a director,
 in the presence of _____

Director

Signature of witness:

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TEMPIRE HOLDINGS LIMITED
by _____, a director,
in the presence of:

Director

Signature of witness. _____

Name of witness: CAROLINE DEWHART

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TEMPIRE INVESTMENTS LIMITED
by _____, a director,
in the presence of

Director

Signature of witness _____

Name of witness CAROLINE DEWHART

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
SOUTHERN DENTAL LIMITED
by _____, a director,
in the presence of.

Director

Signature of witness _____

Name of witness CAROLINE DEWHART

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
ALLINGTON DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

)
)
)
)

Director

Signature of witness _____

Name of witness CAROLINE DENKURST

Address of witness.

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
BEST PRACTICE CDA LIMITED
by _____, a director,
in the presence of _____

)
)
)
)

Director

Signature of witness _____

Name of witness CAROLINE DENKURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
BUNTINGFORD DENTAL CARE LIMITED)
by , a director,)
in the presence of:)

Director

Signature of witness

Name of witness CAROLINE DENKUMST

Address of witness

Occupation of witness. PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Caldford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
BRADLAW HOUSE DENTAL CARE)
LIMITED)
by , a director,)
in the presence of:)

Director

Signature of witness.

Name of witness CAROLINE DENKUMST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Caldford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
CAMBOURNE DENTAL CARE LIMITED)
by , a director,)
in the presence of.)

Director

Signature of witness

Name of witness CAROLINE DENKUMST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Caldford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
CHARLTON DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DENTWORTH*

Address of witness.

Occupation of witness: *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
CHURCH HILL DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DENTWORTH*

Address of witness

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
CORBY DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DENTWORTH*

Address of witness

Occupation of witness: *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
CREEKSIDE DENTAL CARE LIMITED
by _____, a director,
in the presence of.

Director

Signature of witness

Name of witness. *CAROLINE DENHUNT*

Address of witness

Occupation of witness. *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
**CROWBOROUGH DENTAL CARE
LIMITED**
by _____, a director,
in the presence of:

Director

Signature of witness

Name of witness *CAROLINE DENHUNT*

Address of witness

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
DALE ROAD ORAL CARE LIMITED
by _____, a director,
in the presence of

Director

Signature of witness

Name of witness: *CAROLINE DENHUNT*

Address of witness:

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
DAYBROOK DENTAL SURGERY LIMITED
 by , a director,
 in the presence of

Director

Signature of witness:

Name of witness: CAROLINE DENHART

Address of witness:

Occupation of witness: PARALEGAL

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
**DIPLOMAT HOUSE DENTAL CARE
 LIMITED**
 by , a director,
 in the presence of:

Director

Signature of witness

Name of witness CAROLINE DENHART

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
DIRECT DENTAL CARE LIMITED
 by , a director,
 in the presence of.

Director

Signature of witness


Name of witness CAROLINE DENHART


Address of witness.

Occupation of witness PARALEGAL

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by)
GAYTON ROAD DENTAL CARE LIMITED)
 by , a director,)
 in the presence of)

Director 

Signature of witness: 

Name of witness *CAROLINE DEWHURST* Stevens & Bolton LLP

Address of witness.


Wey House, Farnham Road

Occupation of witness *PARALEGAL*

Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by)
GENTLE DENTAL & IMPLANT CARE)
LIMITED)
 by , a director,)
 in the presence of)

Director 

Signature of witness 

Name of witness *CAROLINE DEWHURST* Stevens & Bolton LLP

Address of witness Wey House, Farnham Road


Occupation of witness

Guildford, Surrey GU1 4YD

Occupation of witness *PARALEGAL*

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by)
GRAVESEND DENTAL CARE LIMITED)
 by , a director,)
 in the presence of)

Director 

Signature of witness 

Name of witness *CAROLINE DEWHURST* Stevens & Bolton LLP

Address of witness

Wey House, Farnham Road

Occupation of witness *PARALEGAL*

Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
HALTON HOUSE DENTAL
CENTRE LIMITED
by , a director,
in the presence of.

Director

Signature of witness:

Name of witness: CAROLINE DEWHURST

Address of witness

Occupation of witness: PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
HILSEA DENTAL CARE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness: CAROLINE DEWHURST

Address of witness

Occupation of witness: PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
HOLBOROUGH DENTAL CARE LIMITED
by , a director,
in the presence of.

Director

Signature of witness

Name of witness: CAROLINE DEWHURST

Address of witness

Occupation of witness: PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
HOLLYBUSH DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
HORSHAM DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
KENNINGTON DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness. PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
KISMAR CDA LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness _____

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP

*Wey House, Farnham Road
Guildford, Surrey GU1 4YD*

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
LOWESTOFT DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness _____

Occupation of witness *PARALEGAL*

*Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD*

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
**LITTLE LONDON DENTAL CARE
LIMITED**
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness _____

Occupation of witness *PARALEGAL*

*Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD*

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
MAIDSTONE DENTAL CARE LIMITED
by , a director,
in the presence of

Direct

Signature of witness

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
MANOR DENTAL CARE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness. PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
MARKET PLACE DENTAL
PRACTICE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by)
MOAT ROAD DENTAL)
CARE LIMITED)
by , a director,)
in the presence of)

Director

Signature of witness

Name of witness CAROLINE DEWUNST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YE

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by)
NORTHGATE DENTAL CARE LIMITED)
by , a director,)
in the presence of:)

Director

Signature of witness

Name of witness CAROLINE

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YE

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by)
PAULSGROVE DENTAL CARE LIMITED)
by , a director,)
in the presence of)

Director

Signature of witness

Name of witness CAROLINE DEWUNST

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YE

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
PECKHAM DENTAL CARE LIMITED
by _____, a director,
in the presence of: _____

Director

Signature of witness _____

Name of witness. CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Boken LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
PORTSEA DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Boken LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
PRESTON PARK DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Boken LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
R G MATTEY LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHUNT*

Address of witness.

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
SOUTHERN DENTAL PARTNERSHIPS
LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHUNT*

Address of witness.

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
SOUTH EAST ENGLAND CDA LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness *CAROLINE DEWHUNT*

Address of witness

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
SOUTHSEA DENTAL CARE LIMITED
by , a director,
in the presence of

Direct

Signature of witness

Name of witness CAROLINE DEWHURST

Address of witness:

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
SOUTH DOWN DENTAL CARE LIMITED
by , a director,
in the presence of

Direct

Signature of witness.

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness: PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
STOKE NEWINGTON DENTAL CARE
LIMITED
by , a director,
in the presence of

Dir

Signature of witness:

Name of witness CAROLINE DEWHURST

Address of witness

Occupation of witness. PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
STONE CROSS DENTAL CARE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness. CAROLINE DEWKORST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
STEYNING DENTAL CARE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness CAROLINE DEWKORST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TAGHI AND KIA LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness CAROLINE DEWKORST

Address of witness.

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TILGATE DENTAL CARE LIMITED
by , a director,
in the presence of:

Director

Signature of witness

Name of witness CAROLINE DENHURST

Address of witness.

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TOLLGATE DENTAL CARE LIMITED
by , a director,
in the presence of

Director

Signature of witness

Name of witness CAROLINE DENHURST

Address of witness.

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TOOTH SMART DENTAL CARE LIMITED
by , a director,
in the presence of.

Director

Signature of witness

Name of witness CAROLINE DENHURST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
TOTTON DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Dire _____

Signature of witness _____

Name of witness CAROLINE DEWUNST

Address of witness.

Occupation of witness PARALEGAL

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
VICARAGE LANE DENTAL CARE
LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness CAROLINE DEWUNST

Address of witness

Occupation of witness PARALEGAL

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
WALWORTH ROAD DENTAL CARE
LIMITED
by _____, a director,
in the presence of _____

Director _____

Signature of witness _____

Name of witness CAROLINE DEWUNST

Address of witness

Occupation of witness PARALEGAL

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

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Wey House, Farnham Road
Guildford, Surrey GU1 4YD

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
WELLDENE DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness:

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
WELL STREET DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by
WELLSBOURNE DENTAL CARE LIMITED
by _____, a director,
in the presence of _____

Director

Signature of witness _____

Name of witness *CAROLINE DEWHURST*

Address of witness:

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
Wey House, Farnham Road
Guildford, Surrey GU1 4YD

EXECUTED AS A DEED, but not delivered
 until the first date specified on page 1, by
 WEST HILL DENTAL CLINIC LIMITED
 by _____, a director,
 in the presence of.

)
)
)
)

Director



Signature of witness:



Name of witness *CAROLINE DEWHURST*

Address of witness:

Occupation of witness *PARALEGAL*

Stevens & Bolton LLP
 Wey House, Farnham Road
 Guildford, Surrey GU1 4YD

THE SECURITY AGENT

Signed by _____ for and on)
 behalf of SANTANDER UK PLC)
)

Signature _____

Address: Santander Loan Agency
 2 Triton Square
 Regent's Place
 London
 NW1 3AN

Facsimile No: 020 7756 4864 / 020 7756 4409

Attention. Robert Adams
 Richard Proulx

EXECUTED AS A DEED, but not delivered
until the first date specified on page 1, by)
WEST HILL DENTAL CLINIC LIMITED)
by , a director,)
in the presence of)

Director

Signature of witness

Name of witness

Address of witness

Occupation of witness:

THE SECURITY AGENT

Signed by Andrew Tully for and on)
behalf of SANTANDER UK PLC)
)

Signature

Address. Santander Loan Agency
2 Triton Square
Regent's Place
London
NW1 3AN

Facsimile No: 020 7756 4864 / 020 7756 4409

Attention: Robert Adams
Richard Prialx