



Registration of a Charge

Company Name: **CARBASSE IMPLANT AND DENTAL CENTRE LIMITED**

Company Number: **07892860**



Received for filing in Electronic Format on the: **05/04/2023**

XC0SB2EZ

Details of Charge

Date of creation: **31/03/2023**

Charge code: **0789 2860 0001**

Persons entitled: **ARES MANAGEMENT LIMITED AS SECURITY AGENT FOR THE BENEFICIARIES**

Brief description: **ALL CURRENT AND FUTURE MATERIAL PROPERTY (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED") AND INCLUDING THE DOMAIN NAME 'WWW.CARBASSEDENTAL.CO.UK.'. FOR MORE DETAILS PLEASE REFER TO THE DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **SANDRA BANGA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7892860

Charge code: 0789 2860 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by CARBASSE IMPLANT AND DENTAL CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Cardiff on 11th April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 31 March 2023

BETWEEN:

- (1) The Companies named in Schedule 1 (each registered in England and Wales) (each a **"New Chargor"** and together, the **"New Chargors"**);
- (2) **Dentex Finco Limited** (registered in England and Wales under number 11513088) (the **"Parent"**); and
- (3) **Ares Management Limited** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 26 September 2022 between (1) the Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights, excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Restricted IP" means any Intellectual Property owned by or licensed to each New Chargor which, in each case, precludes either absolutely or conditionally the New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.5(b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property in England and Wales held by each New Chargor under a lease which precludes either absolutely or conditionally the New Chargor

from creating a mortgage or charge over its leasehold interest in that property (and, for the avoidance of doubt, there shall be no obligation to obtain landlord consent to the creation of such mortgage or charge or to investigate the possibility thereof).

"Specified Intellectual Property" means the Intellectual Property and domain names listed in Schedule 4 (*Specified Intellectual Property*).

2. **ACCESSION BY EACH NEW CHARGOR TO THE PRINCIPAL DEED**

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Beneficiaries) that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. **ASSIGNMENTS**

Subject to Clause 3.4 (*Restricted Assets*) of the Principle Deed, each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its LLP Interests from time to time and all Derivative Rights relating to each such interest;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements.

4. **FIXED SECURITY**

Subject to Clause 3.4 (*Restricted Assets*) of the Principal Deed, each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (d) by way of legal mortgage, all Material Property now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be mortgaged*);
- (e) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all other Material Property which is now, or in the future becomes, its property;

- (ii) all Material Property which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
- (iii) all other interests and rights in or relating to Land (other than any Restricted Land) or in the proceeds of sale of Land now or in the future belonging to it;
- (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
- (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vii) all Specified Investments which have ceased to fall within the definition of Restricted Investments by virtue of receipt of the relevant party's consent to charge such Specified Investments, but only with effect from the date on which that consent is obtained;
- (viii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (ix) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (x) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (xi) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all its goodwill and uncalled capital for the time being;
- (xiv) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xvi) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;

- (xvii) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (xii) to (xviii) inclusive of this Clause;
- (xx) all trade debts now or in the future owing to it, excluding those that are owing to it under or pursuant to any Lloyds Account Facility;
- (xxi) all other debts now or in the future owing to it, excluding those (i) arising on fluctuating accounts with other members of the Group and (ii) owing to it under or pursuant to any Lloyds Account Facility;
- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
- (xxv) with the exception of any Restricted IP, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and
- (xxvi) all of its LLP Interests from time to time and all Derivative Rights relating to each such interest except to the extent that such items are effectively assigned under Clause 3 (*Assignments*).

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or governed by the laws of Scotland,
- (c) but in each case so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (Negative pledge and other restrictions) with respect to any such Floating Charge Asset (except as permitted by clause 24.13 (*Negative pledge*) of the Facilities Agreement), and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by clause 24.14 (*Disposals*) of the Facilities Agreement).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2 (*Accession by each New Chargor to the Principal Deed*)) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as permitted by the Facilities Agreement, each New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. **RIGHT OF APPROPRIATION**

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent (acting reasonably) by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.
- 7.5 Each New Chargor agrees that the method of valuing Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Property of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry any and all of the following:
- (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"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 [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Property in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. POWER OF ATTORNEY

- 9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:
- (a) do anything which each New Chargor is obliged to do (but has not done within 20 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
 - (b) following the occurrence of a Declared Default, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do in the proper exercise of its powers pursuant to its appointment under this Clause 9.2.

9.3 **Sums recoverable:** All sums expended by the Security Agent, any nominee and/or any Receiver under this clause shall be recoverable from each New Chargor under the terms of Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (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 13.1 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.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1**The New Chargers**

Company Name	Company Number
Moor Smiles Limited	06396703
Moor Care Limited	08836945
Alex Jones Dentistry Limited	06537492
Carbasse Implant and Dental Centre Limited	07892860
Karedent Limited	02218151
FDSC Limited	08804194
Fresh Dental Ltd	12575490
CVDC Limited	07193387
East Yorkshire Dental Studios Limited	04754692
Thorley Holdings Limited	13325030
Luke Thorley Limited	08687181
The Buckley Practice Limited	06048010
Centre for Aesthetic Periodontics & Implantology Ltd	07734920
MFD Smiles Ltd	09416360
Lars Christensen Orthodontics Limited	07979403

Schedule 2

Registered land to be mortgaged:

None as at the date of this deed.

Unregistered land subject to first registration upon the execution of this Deed:

None as at the date of this deed.

Schedule 3

Notice Details

Address: Nicholas House, River Front, Enfield, England, EN1 3FG

Email Address: [REDACTED]

Attention: Barry Lanesman


Schedule 4**Specified Intellectual Property**

Company Name	Domain Name
Moor Smiles Limited	www.moorcaredental.com
Moor Smiles Limited	www.moorparkdental.com .
Alex Jones Dentistry Limited	www.alexjonesdentistry.com
Alex Jones Dentistry Limited	alexjonesdentistry.co.uk
Carbasse Implant and Dental Centre Limited	www.carbassedental.co.uk .
Karedent Limited	www.excellence-in-dentistry.co.uk
Karedent Limited	www.karedent.co.uk
FDSC Limited	https://freshsmiles.co.uk .
CVDC Limited	www.churchviewdentalcare.co.uk .
East Yorkshire Dental Studios Limited	eyds.co.uk .
East Yorkshire Dental Studios Limited	Dentist-hull.co.uk
East Yorkshire Dental Studios Limited	Dentistbeverley.co.uk
East Yorkshire Dental Studios Limited	Dentistbrough.co.uk
East Yorkshire Dental Studios Limited	Dentisthedon.co.uk
Thorley Holdings Limited	www.royalwharfdental.com/
The Buckley Practice Limited	www.buckleypractice.com .
Centre for Aesthetic Periodontics & Implantology Ltd	https://www.periodonticsandimplants.co.uk
Centre for Aesthetic Periodontics & Implantology Ltd	www.periodonticsandimplants.info
Centre for Aesthetic Periodontics & Implantology Ltd	https://www.lonsdale-dental.co.uk/
Centre for Aesthetic Periodontics & Implantology Ltd	www.capiuk.co.uk
Centre for Aesthetic Periodontics & Implantology Ltd	www.capiuk.com
MFD Smiles Ltd	https://thegentledental.co.uk
Lars Christensen Orthodontics Limited	https://larschristensenorthodontics.com/

EXECUTION

THE NEW CHARGORS

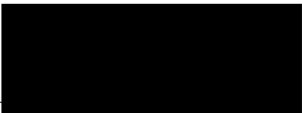
Executed as a)
Deed by **Moor Smiles Limited** (pursuant to a)
resolution of its Board)
of Directors) acting by:)


Director

in the presence of:

Barry Lanesman

Signature of witness:



Name of witness:

Jenin Khanam

Address of witness:



Executed as a
Deed by **Moor Care Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

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)
)
)

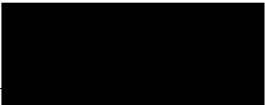


Director

in the presence of:

Barry Lanesman

Signature of witness:

_____ 

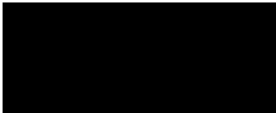
Name of witness:

_____ Jenin Khanam

Address of witness:



Executed as a)
Deed by **Alex Jones Dentistry Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)

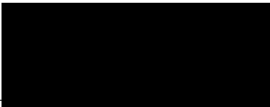


Director

in the presence of:

Barry Lanesman

Signature of witness:



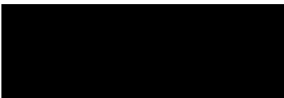
Name of witness:

Jenin Khanam

Address of witness:



Executed as a Deed by)
Carbasse Implant and Dental Centre Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



Director

in the presence of:

Barry Lanesman

Signature of witness:



Name of witness:

Jenin Khanam

Address of witness:



Executed as a
Deed by **Karedent Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)


Director
Barry Lanesman

in the presence of:

Signature of witness:



Name of witness:

_____ Jenin Khanam _____

Address of witness:



Executed as a)
Deed by **FDSC Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



Director

Barry Lanesman

in the presence of:

Signature of witness:

_____ 

Name of witness:

_____ Jenin Khanam

Address of witness:

_____ 

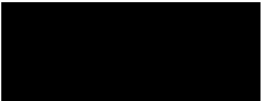
Executed as a
Deed by **Fresh Dental Ltd**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)
Director

in the presence of:

Barry Lanesman

Signature of witness:

_____ 

Name of witness:

_____ Jenin Khanam

Address of witness:



Executed as a Deed by
CVDC Limited
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director
Barry Lanesman

in the presence of:

Signature of witness:



Name of witness:

_____ Jenin Khanam _____

Address of witness:

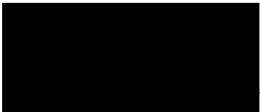
Executed as a Deed by)
East Yorkshire Dental Studios Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)


Director

Barry Lanesman

in the presence of:

Signature of witness:



Name of witness:

Jenin Khanam

Address of witness:



Executed as a Deed by
Thorley Holdings Limited
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
)



Director

Barry Lanesman

in the presence of:

Signature of witness:



Name of witness:

Jenin Khanam

Address of witness:



Executed as a
Deed by **Luke Thorley Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

in the presence of:

Signature of witness:

)

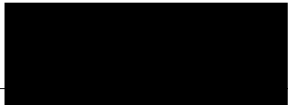
)

)

)



Barry Lanesman
Director



Name of witness:

Jenin Khanam

Address of witness:

Executed as a)
Deed by **The Buckley Practice Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)


Director
Barry Lanesman

in the presence of:

Signature of witness:



Name of witness:

Jenin Khanam

Address of witness:



Executed as a Deed by **Centre for Aesthetic**)
Periodontics & Implantology Ltd)
(pursuant to a resolution of its Board)
of Directors) acting by:)

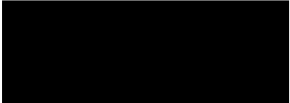


Director

in the presence of:

Barry Lanesman

Signature of witness:

_____ 

Name of witness:

_____ Jenin Khanam

Address of witness:



Executed as a Deed by)
MFD Smiles Ltd)
(pursuant to a resolution of its Board)
of Directors) acting by:)


Director

Barry Lanesman

in the presence of:

Signature of witness:



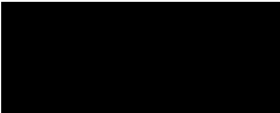
Name of witness:

Jenin Khanam

Address of witness:



Executed as a Deed by)
Lars Christensen Orthodontics Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)

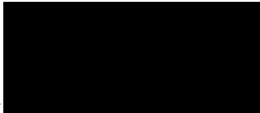


Director

in the presence of:

Barry Lanesman

Signature of witness:



Name of witness:

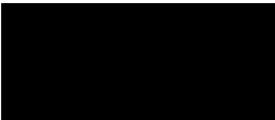
Jenin Khanam

Address of witness:



THE PARENT

Executed as a
Deed by **Dentex Finco Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)
in the presence of:)



Barry Lanesman
Director

Signature of witness:



Name of witness:

Jenin Khanam


Address of witness:



THE SECURITY AGENT

Signed by
for and on behalf of
Ares Management Limited

)
)
)
)


Authorised Signatory

Name: Kevin Early

Title: Authorised Signatory

Address: 

Copy to: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel; Telephone: 
; Email: 