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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

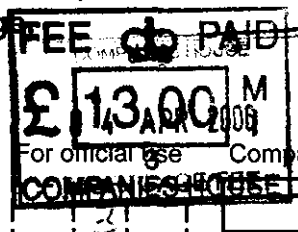
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legibly, preferably
in black type, or
bold block lettering

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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



Name of company

* Oral Hygiene Innovations Limited ("the Company")

Date of creation of the charge

24 March 2006

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

Debenture dated 24 March 2006 between the Company and Skye Holdings Limited (Company Number SC143006) ("the Lender") ("the Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from the date of the Debenture or in the future (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Lender rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture (the "Secured Liabilities").

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

Skye Holdings Limited (Registered No. SC143006) whose registered office is at James Sellars House, 144 West George Street, Glasgow

Postcode G2 2HG

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

Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds, LS1
1HQ

BROAS 325625/1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A10
COMPANIES HOUSE

467
04/04/2006

Short particulars of all the property mortgaged or charged

See Appendix 1.

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write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard

Date 31/03/06

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Appendix 1

Continuation of Short particulars of all the property mortgaged or charged

The Company with full title guarantee in the Debenture charges to the Lender as a continuing security for the payment or discharge of the Secured Liabilities:-

- 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- 2 by way of fixed charge:
 - 2.1 all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture and in the future (other than any property charged in terms of the foregoing paragraph) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 2.3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;
 - 2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - 2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is at the date of the Debenture or may be entitled under any contracts;
 - 2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all agreements (at the date of the Debenture and in the future) relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all fees (at the date of the Debenture and in the future), royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - 2.7 all the Company's goodwill and uncalled capital for the time being;
 - 2.8 all book and other debts and monetary claims (at the date of the Debenture or in the future) of the Company whether payable at the date of the Debenture, now or in the future and the benefit of all rights (at the date of the Debenture or in the future) and claims of the Company against third parties relating to them and capable of being

satisfied by the payment of money (save as charged under the foregoing paragraphs);

- 2.9 all bank accounts, cash at bank and credit balances (at the date of the Debenture and in the future) of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by the foregoing paragraphs, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types charged by way of fixed charge pursuant to the foregoing paragraphs).
- 4 the Company with full title guarantee in the Debenture assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Lender (subject to the right of the Company to require the re-assignment thereof upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person.

Please note the following:

A The Lender may at any time, by notice to the Company, immediately convert the floating charge outlined under paragraph 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:-

- (i) in respect of any Assets which become subject to a fixed charge in favour of any other person;
- (ii) in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon;
- (iii) in respect of all the Assets outlined in paragraph 3 if and when the Company ceases to carry on business or to be a going concern; and
- (iv) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

B The Company will not without the prior written consent of the Lender create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law).

In this form the following terms shall have the following meanings:

"Assets" means the whole of the property (including uncalled capital) which is or may be from the date of the Debenture or in the future comprised in the property and undertaking of the Company;

The Schedule

Freehold and Leasehold Property

None