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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

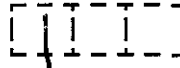
# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5761822

Name of company

\* OXYGEN FINANCE HOLDINGS LIMITED (the "Chargor")

Date of creation of the charge

9 May 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All money, liabilities and obligations now or in the future owed or incurred by the Chargor (whether as principal or surety) to the Stockholder pursuant to the Debenture and the loan stock instrument constituting £700,000 zero coupon secured loan notes 2006 of the Chargor ("Loan Stock Instrument") (together "Secured Liabilities")

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

ISA GROUP LIMITED (Company Number 5509839) (the "Stockholder")  
66-70 Vicar Lane, Bradford, West Yorkshire

Postcode BD1 5AG

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

Beachcroft LLP  
St Ann's House  
St Ann Street  
Manchester  
M2 7LP

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Time critical reference

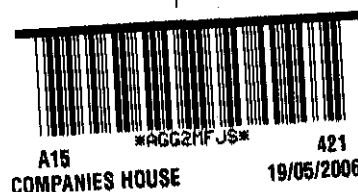
30 May 2006

PAUL MCKEAVENEY

For official Use (06/2005)

Mortgage Section

Post room



1 Short particulars of all the property mortgaged or charged

The Chargor charges as security for the payment of the Secured Liabilities )  
to the Chargee:

1. by way of first legal mortgage all estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and all things of any kind now or at any time affixed to land for any purpose including without limitation trade and tenants fixtures ("Fixtures"), and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but excluding heritable property situated in Scotland (together "Land");
2. by way of first fixed equitable charge all Land which is acquired by the Chargor in the future; and
3. by way of separate first fixed charges:
  - a) all goodwill and uncalled capital of the Chargor, present and future;
  - b) all right, title and interest of the Chargor, now or in the future, in any

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Bouchonnet Lescobay*

Date

*18/5/06*

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

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

Name of company

\*insert full name  
of Company

\* OXYGEN FINANCE HOLDINGS LIMITED (the "Chargor")

## Addendum 1/4

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

## Addendum 2/4

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

## Addendum 3/4

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

## Addendum 4/4

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

stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person;

c) all right, title and interest of the Chargor, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

d) all right, title and interest of the Chargor, now or in the future, in or to any of the the following:

- (1) any registered intellectual property right in any territory, including without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;
- (2) any invention, copyright, design rights or performance right;
- (3) any trade secrets, know-how and confidential information; and
- (4) the benefit of any agreement or licence for the use (by the Chargor and any other person) of any such right;

e) all book and other debts now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account, including without limitation credit balances on any account at any bank or financial institution (including interest in the receiveables account but excluding any current account), and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but shall not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3.1 of the Debenture (together "Debts");

Name of company

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f) any sum payable to the Chargor (and any right to recover any such a sum) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land; and by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel; except insofar as the same is effectively charged by way of fixed charge by clause 3.1.1 and clause 3.1.2 of the Debenture (together "Rents");

g) all the rights of the Chargor, now or in the future, arising out of or in connection with any agreement for the acquisition of any property (real or personal) by the Chargor (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by way of clause 3.1.1 or 3.1.2 of the Debenture) including without limitation any option to acquire property; and; for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as aforesaid) (together "Asset Contracts");

h) all rights, claims or obligations of any kind whatsoever now or at any time owed to the Chargor capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture (together "Other Claims");

i) all plant, machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building (together "Fixed Plant and Equipment"); and

j) all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs) (together "Loose Plant and Equipment").

4. By way of first floating charge all undertaking, property and assets of the Chargor whatsoever and wheresoever present or future ("Assets") which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage including (without limitation) any heritable property of the Chargor situated in Scotland.

#### Restrictions

The Chargor will not without the prior written consent of the Stockholder:

1. create (otherwise in favour of the Stockholder) any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, any any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Chargor's business ("Encumbrance"), or to allow any Encumbrance to arise or continue, on or over any of the Assets;

2. part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or

Company number

5761822

Name of company

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3. part with or dispose of all or any of the Assets charged by way of floating charge  
except in the ordinary course of carrying on its business as a going concern.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05761822

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th MAY 2006 AND CREATED BY OXYGEN FINANCE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ISA GROUP LIMITED (THE STOCKHOLDER) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

PJL