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in black type, or
bold block lettering

*Insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

17

02188629

Name of company

* Bodycare Toiletries Limited (the "Company")

Date of creation of the charge

15 August 2008

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

Chattel Mortgage (the "Mortgage")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether or not at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company, whether actually, 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, costs and expenses which the Lender may incur and so that interest shall be computed and compounded accordingly to the usual rates and practices of the Lender as well after as before any demand made or judgment obtained under this Mortgage ("Secured Liabilities").

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

Venture Finance PLC of Sussex House, Perry Mount Road, Haywards Heath, West
Sussex (the "Lender")

Postcode RH16 1DN

Presenter's name address and
reference (if any)

Venture Finance PLC

PO Box 559
Haywards Heath
West Sussex
RH16 1WN

NOTE: CRITICAL REFERENCE

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



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A14

16/08/2008

155

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company mortgages with full title guarantee and assigns to the Lender the said plant, machinery, chattels or other equipment together with any part or parts thereof and all additions alterations accessories replacements and renewals of component parts which are more particularly described in the schedule to the Mortgage and annexed to this Form 395 at Appendix 1 (hereinafter together called the "Mortgaged Property") and together with the benefit of any obligations and warranties given by any manufacturer or supplier of the Mortgaged Property and all obligations and warranties given by any other party in respect of the Mortgaged Property to or in favour of the Company and the benefit of all maintenance agreements entered into between the Company and any such third party to hold the same unto the Lender absolutely, provided that on the payment and discharge to the Lender of the Secured Liabilities the Lender shall at the cost and expense of the Company and at its request reassign the Mortgaged Property to the Company.

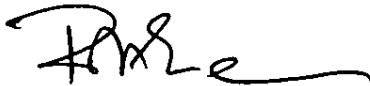
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

15/8/2008

On behalf of ~~XXXXXX~~ (mortgagee) ~~XXXXXX~~ †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated 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

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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 descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

The Security created thereby shall be a continuing security for the Secured Liabilities and shall unless otherwise agreed in writing by the Lender be a first mortgage. The Company shall not without the previous written consent of the Lender:

(a) create or permit to continue any mortgage, charge or other security interest upon the Mortgaged Property or any part thereof; or

(b) allow any lien to arise on or affect the Mortgaged Property or any part thereof.

Negative covenants

(a) The Company shall not at any time without the previous consent in writing of the Lender make or suffer to be made any alteration or addition of a substantial nature in or to the Mortgaged Property other than for the purpose of efficient repairs as mentioned in the Mortgage.

(b) The Company shall not without the prior consent in writing of the Lender sell, attempt to sell, assign, charge, hire, lease or part with or share possession or dispose of or permit or suffer any distress or execution to be levied or lien to be created upon the Mortgaged Property or any part thereof.

(c) The Company shall not use nor permit the Mortgaged Property to be used in contravention of any legislation or otherwise in any way contrary to law and shall comply with the requirements of any legislation so far as the same relate to or affect the Mortgaged Property or the user thereof and shall forthwith execute or cause to be executed all works that are thereby required to be executed upon or in connection with the Mortgaged Property.

(d) The Company shall not in any manner or by any means cause or permit the insurance of the Mortgaged Property to be avoided or lessen or suffer to be lessened the value of the Mortgaged Property (fair wear and tear excepted).

(e) The Company shall not without the consent in writing of the Lender create any further mortgage, charge, debenture or other encumbrance upon the Mortgaged Property or on the interest of the Company therein.

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(f) The Company shall not annex the Mortgaged Property or any part or parts thereof to the Premises if the result of the said annexure is that the Mortgaged Property might become a fixture or fixtures

If the Company creates a mortgage or charge (whether fixed or floating) in relation to the assets or undertaking of the Company or any mortgage or charge (whether legal or equitable) on the Premises, the Company shall notify the Lender of the same and if called upon so to do by the Lender shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the said assets or undertaking, a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Mortgaged Property.

Definition:

"Premises" shall mean the land or buildings where the Mortgaged Property or any part or parts thereof may be in or on or situate at from time to time or any parts or parts thereof.

APPENDIX 1**Bottle Infeed table**

Linx 4800 Inkjet printer
Serial No LP80399 (1998)

Linx 4800 Inkjet printer
Serial No LP82274 (1998)

MAL Lobe pump
Serial No 002487

Linx 6000 inkjet printer
Serial No LP65750

Replacement Filling Line No. 11
150 bottles/min comprising:

Tolke bulk bottle hopper

Warner Kammann 4.23.20 bottle sorting carousel
Serial No 7276 (1985)

Cap and pump feed hopper
with Tolke cap unscrambler/feed unit

Bosch FKR G12 twelve head rotary bottle filler
Serial No 0183009002 (1984)

Bosch VRM 6040P pump inserter
Serial No 804909MS9215V (2004)

Bosch VSR406 in line pump tightener
Serial No 0183005602 (1984)

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Zweckform LOA 3-3020 front and back bottle labeller
Serial No 805 (1993) with label splicing attachment

Tray packing station with collating conveyor

Process pipework, connecting through feed conveyors,
control panels

Additional Machinery (ex Holland)

Stork SKV in-line box closing machine with
Nordson hot melt unit
Serial No 03479612 (for line 1)

EBM Toploader 820 robot with control panel and
associated equipment
Serial No 01-005 (for line 1)

Wegener & Staple carton erector
Serial No 8633 (1992)

Stork SA 25 case erector
Serial No 03279611 (1991) with associated equipment

Zweckform LOA3-3020 front and back automatic labeller
Serial No 804 (1993)

Sleeve International Sleeve snelheid 72 model
600SP/P200 twin bottle sleeve foil shrinking machine
with shrink tunnel and associated

New Equipment

Adpak Uniblock 712 automatic sleeve wrapper
Serial No 1392/06 (2006)

Adpak Uniblock 712 FF automatic sleeve wrapper
Serial No 1462/07 (2007)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2188629
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 15
AUGUST 2008 AND CREATED BY BODYCARE TOILETRIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO VENTURE FINANCE PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
16 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2008

Angela



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES