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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

207602/13

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

80 5

02188629

Name of company

* Bodycare Toiletries Limited a corporation incorporated and existing under the laws of England and Wales (the "Company")

Date of creation of the charge

5 August 2005

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

A debenture (the "Debenture") dated 5 August 2005 made between the Company and Bodycare Group B.V. (the "Security Trustee").

Amount secured by the mortgage or charge

All present and future obligations and Liabilities of the Borrowers to the Secured Creditors (or any of them) under or in relation to any one or more of the Finance Documents provided that no obligation or Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) would be unlawful or prohibited by any applicable law (the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Addendum 4/4).

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

Bodycare Group B.V., Nijverheidsweg-Noord 74, PO Box 660, 3800 AR Amersfoort, The Netherlands

Postcode

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

White & Case
5 Old Broad Street
London EC2N 1DW

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

0465
25/08/05

Short particulars of all the property mortgaged or charged

Please see Addendum 4/4

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in black type, or
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lettering

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Particulars as to commission allowance or discount (note 3)

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

Signed Shirley L. Cade

Date 25/8/05 ✓

On behalf of chargee[†]

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
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Addendum 4/4

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

1. Fixed Charges

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee and appoints the Security Trustee as security trustee for the Secured Creditors to hold the same on trust for the Secured Creditors on the terms set out in the Debenture:

by way of second ranking fixed charge (but in the case of paragraphs (iv) and (v) only if and to the extent the rights in question have not been effectively assigned or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):

- (i) all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) on the date of the Debenture or in the future owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- (ii) all of the Charged Deposits;
- (iii) all Investments and all Related Rights on the date of the Debenture or in the future beneficially and/or legally owned by the Company;
- (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Company is on the date of the Debenture or may at any future time become entitled;
- (v) any interest, claim or entitlement of the Company in, to or in respect of any pension fund;
- (vi) all the present and future goodwill of the Company (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
- (vii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence; and
- (viii) all the present and future uncalled capital of the Company.

2. Floating Charge

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee and appoints the Security Trustee as security trustee for the Secured Creditors to hold the same on trust for the Secured Creditors on the terms set out in the Debenture by way of a second ranking floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to paragraph 1 above (Fixed Charges) or effectively assigned.

By Clause 8.2 of the Debenture, the Company has undertaken that it will not create or permit to subsist any encumbrance over all or any of its present or future assets other than:

- (a) encumbrances constituted by or created pursuant to any of the Finance Documents;
- (b) other encumbrances expressly permitted under the terms of the Finance Documents; and
- (c) the Existing Security,

and will not dispose of any of its assets save to the extent and in the manner expressly permitted under the Finance Documents.

Definitions:

For the purposes of this Form 395 the following defined terms shall have the following meanings:

"Assigned Account" means any account designated in writing as such by the Security Trustee.

"Borrowers" means Bodycare International Holding B.V., Cosmara B.V., Bodycare International Holding Nederland B.V., Bodycare International (UK) Limited, Bodycare Toiletries Limited, Bodycare International Holding UK Limited and Bodycare Kozmetikai kft.

Name of company

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"Charged Accounts" means:

- (a) each Collateral Account; and
- (b) each account maintained by the Company with the Security Trustee or any other financial institution.

"Charged Deposit" means the balance from time to time standing to the credit of a Charged Account, including all interest credited to such Charged Account and the Company's right, title and interest in and to the benefit of such Charged Account and to the financial indebtedness represented by such credit balance.

"Collateral Account" means such account as the Security Trustee shall require the Company to open for the payment in of the proceeds of such of the Company's assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other monies received by the Company.

"Existing Security" means all security granted in connection with a EUR 39,500,000 Senior Facilities Agreement dated 6 November 2001 (as amended and restated) between Bodycare Group B.V. and others and ING Bank and others.

"Facilities Agreement" means the facilities agreement dated on or about the date of this Debenture made between Bodycare International Holding B.V., Cosmara B.V., Bodycare International Holding Nederland B.V., Bodycare International (UK) Limited, Bodycare Toiletries Limited, Bodycare International Holding UK Limited and Bodycare Kozmetikai kft as borrowers and guarantors, and Bodycare Group B.V. as lender.

"Finance Documents" means the Facilities Agreement, the Security Documents and any other document designated as such by a Borrower and the Lender.

"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest.

"Investments" means:

- (a) the Shares and any other stocks, debentures, bonds, loan stocks, warrants and other securities of any kind whatsoever; and
- (b) units in Unit Trust Schemes.

"Liability" means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever.

"Lender" means Bodycare Group B.V.

"Notice of Assignment" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 2 of Debenture (Notices of Assignment) being:

- (a) Part IA, in the case of Insurances; and
- (b) Part IIA, in the case of Assigned Accounts.

"Related Rights" means, in relation to any Investment of the Company:

- (a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and
- (b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment.

"Secured Creditors" means each of the Lender, the Security Trustee and any Receiver appointed under the Debenture.

"Security" means the security created or purported to be created by the Debenture.

"Security Documents" means the documents listed in Schedule 7 (Security Documents) of the Facilities Agreement (including the Debenture), and any other security document and/or guarantee entered into by any Borrower or a third

M395 Continuation

Company number

02188629

Name of company

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party in favour of the Lender to secure the obligations of the Borrowers (or any of them) under or pursuant to the Finance Documents (or any of them), including but not limited to the security documents entered into pursuant to Clause 16 of the Facilities Agreement.

"Shares" means all shares in the capital of any company at the time of the Debenture or in the future legally or beneficially owned by the Company and/or any nominee on its behalf.

"Unit Trust Scheme" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000.

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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. 02188629

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th AUGUST 2005 AND CREATED BY BODYCARE TOILETRIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO THE SECURED CREDITORS (OR ANY OF THEM) 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 25th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th AUGUST 2005.

Pangels



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —