

MG01

Particulars of a mortgage or charge



416060/26

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

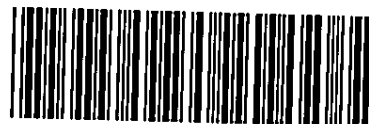


What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

WEDNESDAY

For further information, please



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A49

31/03/2010

324

COMPANIES HOUSE

1

Company details

Company number 03605429

Company name in full STERIBOTTLE LTD ("the Company")

3

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d1 d9 m0 m3 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture ("the Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(1) All the Company's obligations and liabilities to the Noteholders of any kind in respect of the Loan Notes (whether present or future, actual or contingent)

(2) The Expenses.

(3) Interest on any amount payable under paragraph (2) above from the date of demand,

(together "the Obligations")

NB All definitions are given on the continuation sheet

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	MARK RAYMOND CLARKE ("the Security Trustee")	
Address	17 WEMYSS ROAD, BLACKHEATH, LONDON	
Postcode	S E 3 0 T G	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>The Company with full title guarantee -</p> <p>(1) charges to the Security Trustee by way of legal mortgage all the Property now vested in or charged to the Company, including the property (if any) specified in the Schedule to the Debenture,</p> <p>(2) charges to the Security Trustee by way of fixed charge all estates and interests in any other Property now and in the future vested in or charged to the Company,</p> <p>(3) assigns to the Security Trustee the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future Property or that Property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption,</p> <p>(4) charges to the Security Trustee by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or insuring to the Company's benefit and all rights and claims to which the Company is now or may in the future be entitled under any contracts,</p> <p>(5) charges to the Security Trustee by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company and assigns to the Security Trustee all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,</p> <p>(6) charges to the Security Trustee by way of fixed charge all the goodwill and uncalled capital of the Company present and future,</p> <p>(7) charges to the Security Trustee by way of fixed charge all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) now and in the future belonging to the Company,</p> <p>(8) charges to the Security Trustee by way of fixed charge all intellectual property rights now and in the future belonging to the Company,</p> <p>(9) charges to the Security Trustee by way of fixed charge all book and other debts now and in the future owing to the Company and the benefit of all the Company's present and future</p>	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Mark Casey (MAR/557/1)

Company name Dickinson Dees LLP

Address St Ann's Wharf

112 Quayside

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode N E 1 3 D X

Country

DX DX 61191 Newcastle upon Tyne

Telephone Tel 0191 279 9000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X 

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

rights and claims against third parties relating to them and capable of being satisfied by the payment of money (except as charged pursuant to paragraph (4) above),

(10) charges to the Security Trustee by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with the Security Trustee, any bank or any other person and all rights relating to or attaching to them, and

(11) charges to the Security Trustee by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture.

NB the Debenture contains a restriction to the effect that the Company will not without the Security Trustee's prior written consent -

(1) create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property,

(2) dispose of the Charged Property charged pursuant to paragraphs (1) to (9) above inclusive and paragraph (10) or, following crystallisation of the floating charge created by paragraph (11) above, the Charged Property charged by paragraph (11) above,

(3) dispose of the Charged Property charged pursuant to paragraph (11) above other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised, or

(4) grant or accept a surrender of any Lease, or part with or share possession or occupation of, its Property nor vary any Lease or reduce any sum payable under any such Lease nor enter into any onerous or restrictive obligations affecting its Property

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01 the following words and expressions shall have the following meanings:-</p> <p>"Administrator" an administrator appointed under the Insolvency Act 1986</p> <p>"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority.</p> <p>"Expenses" (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Company in carrying out his statutory functions and that Administrator's remuneration and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Security Trustee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing the Debenture or in exercising any right or power under the Debenture or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred.</p> <p>"Interest" interest at the highest rate from time to time payable in respect of the Loan Notes</p> <p>"Lease" any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation.</p> <p>"Loan Notes" the £800,000 Secured Convertible Loan Notes 2011 created by the Parent</p> <p>"Noteholders" the registered holders for the time being of the Loan Notes</p> <p>"Parent" Baby Innovations Marketing e Servicos Internacionais S A (a company incorporated and registered in Madeira by Public Deed on 21 June 2000) whose registered office is situate at Avenida Do Infante 50, 9004-521 Funchal, Madeira, Portugal.</p> <p>"Property" any freehold and/or leasehold land and buildings from time to time owed or occupied by the Company</p> <p>"Receiver" any person appointed as receiver, administrative receiver, manager or receiver and manager.</p> <p>"VAT" value added tax or any other tax on added value or on turnover for the time being in force</p>	

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3605429
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 MARCH
2010 AND CREATED BY STERIBOTTLE LTD. FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO MARK RAYMOND CLARKE ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2010

Dt
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES