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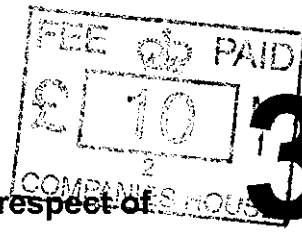
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

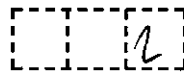


395

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

4722592

Name of company

* LAVENDER COSMETICS LIMITED (the "Company")

Date of creation of the charge

27 January 2004

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

Mortgage of Assurance Policy

Amount secured by mortgage or charge

Please see attached Appendix 1

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

Fortis Bank S.A./N.V. of Camomile Court, 23 Camomile Street, London (the "Bank")
Postcode EC3A 7PP

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

Burges Salmon
Narrow Quay House
Narrow Quay
Bristol BS1 4AH
Ref: JK01/RL01/26937.3

Time critical reference

For official Use
Mortgage Section

Post room



A07 COMPANIES HOUSE *AR97RSDC* 0522 06/02/04

Short particulars of all the property mortgaged or charged

Please see attached Appendix 2

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

Particulars as to commission allowance or discount (note 3)

N/A

A fee of £10 is payable
to Companies House in
respect of each register
entry for a mortgage or
charge.
(See Note 5)

Signed

Purges Sahman

Date 3 February 2004

On behalf of ~~[company]~~ [mortgagee/chargee][†]

[†] 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 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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ, DX: 33050 Cardiff

Form M395
Particulars of mortgage or charge
(continuation)

LAVENDER COSMETICS LIMITED (the "Company")

FORTIS BANK S.A./N.V. (the "Bank")

Appendix 1

Amount Secured by Mortgage

The Company has covenanted that it will on demand pay to the Bank all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred to the Bank by the Company whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or purchased or otherwise acquired by it, denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever, including all liabilities in connection with foreign exchange transactions, swap arrangements, issuing, confirming, accepting, endorsing or discounting any notes or bills under bonds, guarantees, indemnities, documentary, or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company. The monies which are due shall be together with interest to the date of payment, commission fees and other charges and all legal and other costs and expenses incurred by the Bank in relation to the Company and the liabilities secured by the Mortgage together with Value Added Tax on a full and unqualified indemnity basis.

Definition

the "**Mortgage**" shall mean the Mortgage of Assurance Policy/ies entered into between the Bank and the Company 27 January 2004

Appendix 2

Schedule of Property Charged

Assignment

The Company with full title guarantee as continuing security has assigned to the Bank:

~~all the life assurance policy number 1841760 given by Legal & General in favour of Laurent Van Bakkum together with all bonuses and other moneys benefits and advantages that may become payable or accrue thereunder or under any substituted policy or policies (the "Policies") and the full benefit of the Policies and all the right title and interest whatsoever of the Company therein together with full power to give an effective discharge for any of the moneys assured or payable under the Policies TO HOLD the same for the Bank absolutely subject to redemption at the cost of the Company on the payment and discharge of all moneys obligations and liabilities covenanted to be paid by the Company.~~

Further Assurance

The Company shall at any time if required by the Bank execute such further legal or other charges or assignments in favour of the Bank over all or any of the Policies and all present and future rights and remedies relating thereto to secure all monies obligations and liabilities covenanted by the Company to be paid or otherwise secured or to facilitate the realisation of the Policies or the exercise of the powers conferred on the Bank or a receiver appointed by it.

Restrictions on dealing with the Policies

The Company has covenanted that it will not assign or create any security interest over any of the Policies or any interest therein or purport or attempt so to do or otherwise dispose or attempt to dispose of the same.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04722592

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF ASSURANCE POLICY DATED THE 27th JANUARY 2004 AND CREATED BY LAVENDER COSMETICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORIS BANK S.A./N.V. 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 6th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th FEBRUARY 2004.

A handwritten signature in black ink, appearing to be 'f.w.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES