

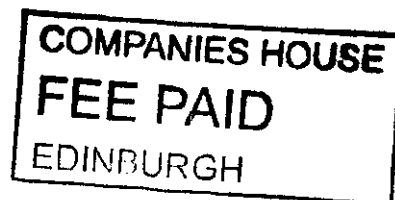
Particulars of a charge created by a company registered in Scotland

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

CHFP025

*Please do not
write in this
margin*

Pursuant to section 410 of the Companies Act 1985



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

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

For official use

Company number

1113

SC327097

Name of company

* ESSENTIALLY SCOTTISH BOTANICALS LIMITED (the "Chargor")

insert full name
of company

Date of creation of the charge (note 1)

22 September 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

Please see Part A of the attached Paper Apart

Amount secured by the charge

Please see Part B of the attached Paper Apart

If there is not enough space on this form you may use the prescribed continuation sheet 410cs

Names and addresses of the persons entitled to the charge

WACHOVIA BANK, NATIONAL ASSOCIATION, acting through its London Branch at 1 Plantation Place, 30 Fenchurch Street, London EC3M 3BD as agent and trustee for the Finance Parties (the "**Administrative Agent**")

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

CMS Cameron McKenna LLP
101 George Street
Edinburgh
EH2 3ES

0131 220 7676

ANFR/MAMC/044105.00503

For official use (02/06)

Charges Section

Post room

TUESDAY



\$EOHPDV8

SCT

06/10/2009

312

COMPANIES HOUSE

Short particulars of all the property charged.

Please do not
write in
this margin

Please see Part C of the attached Paper Apart

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Please see Part D of the attached Paper Apart

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

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

Signed CMD Cameron McKenna LLP Date 02/10/2009
On behalf of ~~XXXXXX~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

This is the Paper Apart referred to in the foregoing Form M410 in respect of Essentially Scottish Botanicals Limited (Company Number SC327097).

PART A DESCRIPTION OF THE INSTRUMENT (IF ANY) CREATING OR EVIDENCING THE CHARGE

Debenture (containing fixed and floating charges) dated 22 September 2009 (the “**Debenture**”) and made between (1) the Chargor; and (2) the Administrative Agent.

PART B AMOUNT SECURED BY THE CHARGE

All present and future indebtedness, moneys, obligations and liabilities of the Credit Parties to the Finance Parties under the Finance Documents (including the Debenture), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under clause 2.3 (*Interest*) of the Debenture (together, the “**Secured Liabilities**”).

PART C SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1. Fixed Security

Charges

- 1.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Administrative Agent (as agent and trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in schedule 1 (*Real Property*) of the Debenture (none as at the date of the Debenture)).
- 1.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Administrative Agent (as agent and trustee for the Finance Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:
 - 1.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under the Debenture as described in Clause 1.1 above);
 - 1.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 1.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 1.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;

- 1.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 1.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 1.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 1.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Administrative Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
- 1.2.9 all Securities and their Related Rights;
- 1.2.10 all of its goodwill and uncalled capital;
- 1.2.11 all Intellectual Property;
- 1.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 1.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

2. Floating Charge

Creation of Floating Charge

- 2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Administrative Agent (as agent and trustee for the Finance Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to the Debenture as explained in Clause 1 above.

Qualifying Floating Charge

- 2.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to the Debenture as explained in Clause 2.1 (*Creation of Floating Charge*) above.

PART D STATEMENT, IN THE CASE OF A FLOATING CHARGE, AS TO ANY RESTRICTIONS ON POWER TO GRANT FURTHER SECURITIES AND ANY RANKING PROVISION

1. Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist any Security or any trust over the whole or any part of the Charged Property, other than as permitted under the Credit Agreement.

2. Restriction on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by the Chargor at the date of the Debenture) of any Charged Property which is subject only to the floating charge created by the Debenture as explained in Clause 2.1 (*Creation of Floating Charge*) above or as expressly permitted under the Credit Agreement.

The following definitions and interpretation provisions will apply in relation to this Paper Apart and the foregoing Form M410 and terms as defined in the foregoing Form M410 will apply to this Paper Apart.

Terms defined in the Credit Agreement shall, unless otherwise defined in the Debenture, have the same meanings and in addition:

“Affiliate”: has the meaning ascribed to it in the Credit Agreement.

“Authorisation”: means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“Borrower”: means Technology Crops Limited, (a company incorporated in England and Wales with Company No. 05055019) whose registered office is situated at Berewyk Hall Court, Bures Road White Colne, Colchester, Essex, CO6 2QD and Technology Crops LLC, (a Delaware limited liability corporation with number 4720655 whose registered agent is National Registered Agents, Inc. of 160 Greentree Drive, Suite 101, Dover, Delaware 19904 (Kent County)).

“Charged Property”: means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor.

“Credit Agreement”: means the credit agreement between the Borrower, the Administrative Agent and others dated on or around the date of the Debenture.

“Credit Parties”: means the Chargor and the Company, the Guarantors (as defined in the Credit Agreement) and their respective successors.

“Delegate”: means any person appointed by the Administrative Agent or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Administrative Agent and/or any Receiver or Delegate.

“Expenses”: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Administrative Agent or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis.

“Finance Documents”: means the Charge and such other Credit Documents (as defined in the Credit Agreement) and any Permitted Hedge Agreement.

“Finance Parties”: means the Administrative Agent and each Lender (including the Issuing Lender in its capacity as such) from time to time party to the Credit Agreement and any Lender or any Affiliate of any Lender in its capacity as a Hedge Party under any Permitted Hedge Agreement.

“Hedge Agreement”: means any interest or foreign currency rate swap, cap, collar, option, hedge, forward rate or other similar agreement or arrangement designed to protect against fluctuations in interest rates, currency exchange rates or spot prices of new materials.

“Hedge Party”: has the meaning ascribed to it in the Credit Agreement.

“Insurances”: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, design rights and all other registered or unregistered intellectual property rights;
- (b) any applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated;

“Issuing Lender”: has the meaning ascribed to it in the Credit Agreement.

“Lender”: means each party signatory to the Credit Agreement as a “Lender” and each other party that becomes a “Lender” pursuant to the Credit Agreement, and their respective successors and assigns.

“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any “Mortgaged Property” shall include references to the whole or any part or parts of it.

“Permitted Hedge Agreement”: means any Hedge Agreement that is required or permitted by the Credit Agreement to be entered into by a Borrower.

“Premises”: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

“Receiver”: means a receiver or receiver and manager of the whole or any part or parts of the Charged Property.

“Related Rights”: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

“Securities”: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in schedule 3 (*Securities*) of the Debenture (none as at the date of the Debenture), together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“Security”: means any mortgage, charge, fixed security, pledge, lien, assignment, assignation, hypothec, attachment, or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Administrative Agent, similar to conferring security.

“Specified Contracts”: means each of the contracts specified in schedule 4 (*Specified Contracts*) of the Debenture (none as at the date of the Debenture).



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 327097

CHARGE NO. 3

**I HEREBY CERTIFY THAT A CHARGE CREATED BY
ESSENTIALLY SCOTTISH BOTANICALS LIMITED**

ON 22 SEPTEMBER 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF WACHOVIA BANK NATIONAL ASSOCIATION

**WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 6 OCTOBER 2009**

GIVEN AT COMPANIES HOUSE, EDINBURGH 7 OCTOBER 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**