

# M

COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

CHWP000

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

Please do not write in this margin

Pursuant to section 395 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

16

000157 / 13  
00203230

Name of company

\* insert full name of Company

\* WELEDA (UK) LIMITED

Date of creation of the charge

12 JULY 2006

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

DEBENTURE

Amount secured by the mortgage or charge

All money and liabilities as they become due whether certain or contingent (including further advances made thereafter by the Bank (as defined below) and secured directly or indirectly by the Debenture) which are at the time of the Debenture or at any time thereafter due owing or incurred by the Company to the Bank or for which the Company may be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to date of payment at such rate as may from time to time be charged by the Bank in accordance with its usual practice and commission and other banking charges and any reasonable legal and other proper costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created on a full and unqualified indemnity basis.

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

TRIDOS BANK NV  
BRUNEL HOUSE 11 THE PROMENADE  
CLIFTON BRISTOL Postcode BS14 9GP. BSP BANK

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

TRIDOS BANK NV  
as above.

Time critical reference

KS / 0117 980 9711

For official Use  
Mortgage Section

Post room



A26  
COMPANIES HOUSE

\*AXHDFH22\*

100  
13/07/2006

Short particulars of all the property mortgaged or charged

1. The Company mortgaged and charged;

1.1 the freehold and leasehold property (if any) of the Company both at the time of the Debenture and in the future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the schedule thereto and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendors' liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both at the time of the Debenture and in the future;

1.2 all book debts both at the time of the Debenture and in the future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) securities guarantees negotiable instruments legal and equitable charges reservation of proprietary interests rights of tracing and unpaid vendors' liens and similar and associated rights and the benefit of all contracts to which the Company is a party (including policies of insurance) and all rights relating thereto including (without prejudice to the generality of the foregoing) all securities bonds guarantees and indemnities;  
(see continuation sheet)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

*[Signature]*

**TRIODOS BANK**

**BRUNEL HOUSE**

*July 2006*

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

**11 THE PROMENADE**

**LIFTON, BRISTOL BS8 3NN**

A fee of £10 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 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:-

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

00203230

Name of company

WELEDA (UK) LIMITED

Limited \*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1.3 all other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both at the time of the Debenture and in the future (including things in action which give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph 1.2 above and all copyrights patents trademarks inventions design rights know how and other intellectual property rights and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom at the time of the Debenture or at any time thereafter belonging to the Company;

1.4 all stocks shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both at the time of the Debenture and in the future of the Company in (and from) any company which at the time of the Debenture is or may thereafter become a subsidiary of the Company;

1.5 the full benefit of all stocks and shares and securities which or the certificates of which are at the time of the Debenture or may at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees;

1.6 all rights in respect of or incidental to the undertaking, assets, properties, revenues, rights and benefits (the "Charged Property") described in paragraphs 1.4 and 1.5 above;

1.7 all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Charged Property referred to in paragraphs 1.4 to 1.6 above (the "Securities") including all dividends interest and other income payable in connection therewith;

1.8 the goodwill and uncalled capital of the Company both at the time of the Debenture and in the future;

1.9 all other plant and machinery, all computer and other equipment and all motor vehicles (not in any such case being the Company's stock-in-trade or work in progress) at the time of the Debenture or thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested and all associated warranties and maintenance contracts; and

*Please complete  
legibly, preferably  
in black type, or  
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1.10 the undertaking and all property and assets of the Company both at the time of the Debenture and in the future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property described in paragraphs 1.1 to 1.9 above (if and insofar as the charges thereon or any part or parts thereof therein contained shall for any reason be ineffective as fixed charges).

N.B. The Company shall not without the consent in writing of the Bank:

1. sell assign discount factor charge or otherwise dispose of the Charged Property described in paragraphs 1.1, 1.2 and 1.3 above or any part thereof save in accordance with Clause 12.1.4 of the Debenture or deal with the same in any way otherwise than in accordance with the said Clause;

2. create or allow to subsist any specific or other mortgage debenture charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property whether ranking in priority to, pari passu with, or subsequent to any charge created by the Debenture;

3. transfer sell or otherwise dispose of the whole or any material part of the Charged Property described in paragraph 1.10 above except by way of sale at full value in the usual course of business of the Company as carried on at the date of the Debenture.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00203230

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th JULY 2006 AND CREATED BY WELEDA (U.K.) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TRIODOS BANK NV ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES