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## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3019950

Name of company

\* TETLEY GB LIMITED (Tetley GB)

Date of creation of the charge

28th February, 2003

REGISTERED PURSUANT TO AN ORDER OF  
COURT DATED 16/10/03

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

A collateral assignment of patents (the **Collateral Assignment of Patents**) made between Tetley GB and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International, London Branch, (see continuation sheet 1 attached)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lenders (or any of them) under each or any of the Senior Finance Documents and the SRCF Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement of its respective rights under the Senior Finance Documents or the SRCF Finance Documents (as the case may be) or any other document evidencing or securing any such liabilities **PROVIDED THAT** no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 (the **Secured Liabilities**).

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

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International, London Branch  
Thames Court, One Queenhithe  
London

Postcode EC4V 3RL

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

Ref: ACK/MAAR/BK:1112503.1

Time critical reference

For official  
Mortgage



Short particulars of all the property mortgaged or charged

See continuation sheet 2 attached.

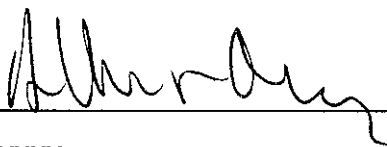
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

22<sup>nd</sup> October, 2003

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

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:-

Companies House, Crown Way, Cardiff CF14 3UZ

Tetley GB Limited

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

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as agent and trustee (the **Security Agent**) for, and for the benefit of, itself and each of the Lenders (collectively the **Secured Finance Parties**).

Tetley GB Limited

Short Particulars of all property mortgaged or charged

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1. Tetley GB pursuant to the Collateral Assignment of Patents and as security for the Secured Liabilities assigns, sells, transfers, and conveys to Security Agent, and grants to Security Agent, a security interest in:
  - (a) the Patents;
  - (b) all patents, patent applications and patentable inventions and designs developed by, acquired by, granted to, or filed by Tetley GB whether based upon, derived from, or improvements of any invention or design disclosed in the Patents or otherwise (the **Future Patents**);
  - (c) all divisions, continuations, continuations-in-part or reissues of the Patents and Future Patents;
  - (d) all income, royalties, damages, claims and payments due and/or payable on the date of the Collateral Assignment of Patents and thereafter under and with respect to the Patents and Future Patents, including without limitation damages, claims and payments for past, present or future infringements thereof;
  - (e) all rights of Tetley GB as licensor of any of the items set forth in clauses (a) through (d) above;
  - (f) all of Tetley GB's rights to sue for past, present and future infringements of the Patents and Future Patents; and
  - (g) all trademarks, trademark registrations and registration applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Tetley GB's products under, utilising or in connection with the Patents and Future Patents and all goodwill connected with, symbolised by or related to the foregoing.

All of the foregoing items set forth in clauses (a) through (g) are referred to collectively as the **Collateral**.

2. Subject to Section 3 of the Collateral Assignment of Patents, Tetley GB shall retain all of its right, title, and interest in and to the Collateral and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Secured Finance Documents.

The following terms used in this Companies Form 395 have the meanings set out below:

**Accession Agreement** means an agreement substantially in the form of Schedule 6 of the Senior Facility Agreement made pursuant to Clause 19.1 (a **Borrower Accession Agreement**) or Clause 19.2 (a **Guarantor Accession Agreement**) or Clause 19.4 of the Senior Facility Agreement.

**Ancillary Bank** means any Bank which becomes an Ancillary Bank pursuant to the Senior Facility Agreement.

Tetley GB Limited  
Short Particulars of all property mortgaged or charged

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**Arranger** has the meaning given to it in the SRCF Agreement.

**Bank** means each of Rabobank International, London Branch and The Royal Bank of Scotland plc or any other bank or financial institution or other person to which rights and/or obligations are assigned or transferred in accordance with the Senior Facility Agreement or which assumes rights and obligations pursuant to a Substitution Certificate or any successor or successors in title to the foregoing.

**Chargors** means Tata Tea (GB) Limited, the companies identified as Chargors in Schedule 1 of the Debenture together with each company which becomes a party to the Debenture by executing a Deed of Accession (each a **Chargor** and together the **Chargors**).

**Debenture** means the debenture dated on or about the date of the Collateral Assignment of Patents between, amongst others, the Security Agent, as agent and trustee for, and for the benefit of itself and each of the Secured Finance Parties and Tetley GB granting a continuing security interest in and to the Collateral to secure the full payment when due of the Secured Liabilities.

**Deed of Accession** means a deed substantially in the form of Schedule 7 of the Debenture executed, or to be executed, by a **Chargor**.

**Event of Default** has the meaning given to that term (i) (prior to the Senior Discharge Date) in the Senior Facility Agreement and (ii) (after the Senior Discharge Date but prior to the SRCF Discharge Date) in the SRCF Agreement.

**Hedging Documents** has the meaning given to that term in the Priority Agreement.

**Hedging Banks** means each bank and financial institution named in Schedule 4 of the Priority Agreement (if any) and any other bank or financial institution which becomes party to the Priority Agreement as a Hedging Bank pursuant to the Priority Agreement in each case in its capacity as provider of interest rate or currency exchange rate or other hedging facilities permitted by the terms of the Senior Finance Documents and the SRCF Finance Documents to one or more of the Obligors, and includes any person to whom any Hedging Liabilities may be payable or owing (whether or not matured) from time to time.

**Hedging Liabilities** means all present and future liabilities (actual or contingent) payable or owing by the Obligors or any of them to the Hedging Banks or any of them under or in connection with the Hedging Documents, whether or not matured and whether or not liquidated, together in each case with:

- (a) any novation, deferral or extension of any of those liabilities permitted by the Priority Agreement and the Hedging Documents;
- (b) any claim for damages or restitution arising out of, by reference to or in connection with any of the Hedging Documents;
- (c) any claim flowing from any recovery by an Obligor or a receiver or liquidator thereof or any other person of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and

Tetley GB Limited  
Short Particulars of all property mortgaged or charged

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- (d) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**Issuing Bank** means Rabobank International, London Branch.

**Joint Arrangers** has the meaning given to that term in the Senior Facility Agreement.

**LC Bank** means Rabobank International London Branch, The Royal Bank of Scotland plc and/or any other bank which becomes an LC Bank pursuant to the Senior Facility Agreement.

**Lender** means each of the Senior Agent, the Security Agent, the Joint Arrangers, the Banks, each Ancillary Bank, the Issuing Bank, the LC Bank and the Hedging Banks parties to or having an interest under the Senior Finance Documents from time to time and each of the Security Agent, the Arranger, the SRCF Agent and the SRCF Lenders parties to or having an interest under the SRCF Finance Documents from time to time (together the **Lenders**).

**Obligor** means each Obligor under, and as defined in, the Senior Facility Agreement and each Obligor under, and as defined in, the SRCF Agreement.

**Patents** means all the United States Patents identified in Schedule A hereto.

**Priority Agreement** means a deed dated the date of the Collateral Assignment of Patents made between, amongst others, Tata Tea (GB) Limited, the Chargors, the Lenders and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors.

**Senior Agent** means Rabobank International, London Branch in its capacity as facility agent under the Senior Facility Agreement and its permitted successors and assigns.

**Senior Discharge Date** has the meaning given to that term in the Priority Agreement.

**Senior Facility Agreement** means the facility agreement dated the date of the Collateral Assignment of Patents between, amongst others, the Borrowers, the Guarantors, the Joint Arrangers, the Banks, (each as defined therein) the Security Agent and the Senior Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

**Senior Finance Documents** has the meaning given to that term in the Senior Facility Agreement and includes any and each other agreement or instrument supplementing or amending any of such documents.

**SRCF Agent** means Rabobank International, London Branch as facility agent for the SRCF Lenders under the SRCF Agreement and any of its permitted successors or assigns.

**SRCF Agreement** means the subordinated revolving credit facility agreement dated the date of the Collateral Assignment of Patents between, amongst others, the Borrower, the Guarantors, the Arranger, the Lenders (each as defined therein) and the Security Agent,

Tetley GB Limited

Short Particulars of all property mortgaged or charged

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together with each SRCF Guarantor Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

**SRCF Discharge Date** has the meaning given to that term in the Priority Agreement.

**SRCF Finance Documents** has the meaning given to that term in the SRCF Agreement.

**SRCF Guarantor Accession Agreement** means an agreement substantially in the form of Schedule 6 of the SRCF Agreement made pursuant to Clause 17.1 or Clause 17.3.

**SRCF Lenders** means each of the banks, financial institution or other persons party to the SRCF Agreement as a Lender (as defined therein).

**Substitution Certificate** has the meaning given to that term in the Senior Facility Agreement and the SRCF Agreement.

Tetley GB Limited

Short Particulars of all property mortgaged or charged

**Schedule A****I. U.S. PATENTS**

<b>Title</b>	<b>Patent Number</b>	<b>Date Issued</b>	<b>Owner</b>
Method And Apparatus For The Manufacture Of Infusion Packages	5,951,452	September 14, 1999	Tetley GB Limited
Infusion Container	5,924,354	July 20, 1999	Tetley GB Limited
Method And Apparatus For Manufacturing Tagged Infusion Packages	5,689,936	November 25, 1997	Tetley GB Limited
Infusion Package	D374,756	October 22, 1996	Tetley GB Limited
Method And Apparatus For Making Tagged Infusion Packages	5,511,359	April 30, 1996	Tetley GB Limited
Method And Apparatus For Manufacturing Infusion Packages [Webs With Infusion Pockets In Strips]	5,466,474	November 14, 1995	Tetley GB Limited
Method And Apparatus For Manufacturing Infusion Packages	5,460,844	October 24, 1995	Tetley GB Limited
Manufacturing Infusion Packages	5,459,980	October 24, 1995	Tetley GB Limited
Infusion Package	D343,271	January 18, 1994	Tetley GB Limited
Manufacturing Infusion Packages	5,233,813	August 10, 1993	Tetley GB Limited
Method And Apparatus For Filling Cartons	5,140,803	August 25, 1992	Tetley GB Limited





IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT  
CLAIM NO HC 6295/2003

Before REGISTRAR DERRETT



In the matter of Tetley GB Limited  
And in the Matter of the Companies Act 1985

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
TRADING AS RABOBANK INTERNATIONAL, LONDON BRANCH

Claimant

And

TETLEY GB LIMITED

Defendant

UPON THE APPLICATION by Part 8 Claim Form dated 2nd October 2003 of the above named Claimant

AND UPON HEARING the Solicitors for the Claimant

AND UPON READING the Part 8 Claim Form, the witness statements of Marcus Richards dated 30th September 2003 and of Timothy Pascall dated 2nd October 2003, and the exhibits to the first-mentioned witness statement

AND THE COURT being satisfied that the omission to deliver, pursuant to Section 395 of the Companies Act 1985, the collateral assignments of trademarks and of patents detailed below, together with the prescribed Particulars thereof, to the Registrar of Companies for registration, was due to inadvertence and/or that an Order in this form would not be of a nature to prejudice the Defendant's creditors or shareholders and/or that it is just and equitable to grant relief

IT IS ORDERED pursuant to Section 404 of the Companies Act 1985 that the time for delivering the collateral assignments of trademarks and patents, together with the prescribed Particulars thereof, to the Registrar of Companies for registration, be extended to 21 days after the date of this Order.

The collateral assignments in respect of which this Order is made are:

- (i) a collateral assignment of trademarks by the Defendant to the Claimant; and
- (ii) a collateral assignment of patents by the Defendant to the Claimant

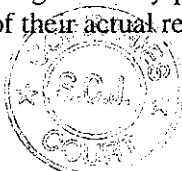
both dated 28th February 2003, and both granted by the Defendant pursuant to agreements between the Claimant and Defendant dated 28th February 2003 to secure obligations arising under certain financing agreements entered into on 28th February, 2003

AND IT IS ORDERED THAT the Claimant do deliver an office copy of this Order to the Registrar of Companies

AND this Order is without prejudice to the rights of any person acquired between the date of creation of the collateral assignments and the date of their actual registration.

Dated: 16<sup>th</sup> October 2003

88888-88888 LT:676017.1  
06/10/03



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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. 03019950

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COLLATERAL ASSIGNMENT OF PATENTS DATED THE 28th FEBRUARY 2003 AND CREATED BY TETLEY GB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE LENDERS (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 27th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —