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MG01

Particulars of a mortgage or charge

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
company. To do this, please use
form MG01s

THURSDAY



A64 "A106CUQP" #149
20/12/2012
COMPANIES HOUSE

1	Company details	For official use 3
Company number	0 5 5 7 3 4 1 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Typhoo Tea Limited (the "Company")	
2	Date of creation of charge	
Date of creation	^d 1 ^d 0 ^m 1 ^m 2 ^y 2 ^y 0 ^y 1 ^y 2	
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	A debenture (the "Debenture") dated 10 December 2012 and made between the Company and ICICI Bank UK Plc (the "Lender")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All monies obligations and liabilities at the date of the Debenture or thereafter due, owing or incurred by the Company to the Lender whether under the Facility Agreement or otherwise and in whatever capacity and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety, originally owing to the Lender or purchased or otherwise acquired by it, or them denominated in Pounds Sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever to include interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, and all legal and other costs, charges and expenses which may be incurred by the Lender in relation to any such monies, obligations or liabilities (the "Secured Obligations")</p> <p>Definitions</p> <p>"Facility Agreement" means the invoice discounting facility agreement dated on 29 November 2012 between inter alia the Company and the Lender, and</p>	Continuation page Please use a continuation page if you need to enter more details

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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

Name	ICICI Bank UK Plc
Address	One Thomas More Square, London, United Kingdom
Postcode	E 1 W 1 Y N
Name	
Address	
Postcode	

Continuation page

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars**Fixed charge**

The Company with full title guarantee charges to the Lender by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company on the date of the Debenture by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest

(a) Properties

All freehold and leasehold property of the Company situate in England and Wales (including, without limitation, the property specified in Schedule 1 of the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same,

(b) Plant and machinery

All plant, machinery, vehicles, computers and office and other equipment (including without limitation the assets specified in Schedule 2 of the Debenture) and the benefit of all contracts and warranties relating to the same,

(c) Securities

All stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

(d) Debts

All book and other debts and claims, rights and choses in action, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto, including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights,

(e) Insurances

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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

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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 870)

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 866) 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)

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Signature

Please sign the form here

Signature

Signature

X *Watson, Carey + Wilkins LLP* X

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

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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 KATHERINE SHIELS/ 41877326

Company name WATSON, FARLEY & WILLIAMS LLP

Address 15 APPOLD STREET

Post town LONDON

County/Region

Postcode E C 2 A 2 H B

Country ENGLAND

DX

Telephone 020 3036 9805



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

Continued from page 1.

"Pounds Sterling", "GBP" or "£" means the lawful currency of the United Kingdom from time to time

All monies from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums,

(f) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company, and

(g) Intellectual Property Rights

All patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, service mark applications, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property.

Floating charge

The Company with full title guarantee hereby charges to the Lender by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and whosoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 4.1 of the Debenture or otherwise pursuant to the Debenture. This floating charge is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and paragraph 14 shall apply to it.

Negative pledge

(a) The Company shall not (and shall ensure that none of its Subsidiaries will) create or permit to subsist any Security over any of its assets, without the prior consent of the Lender

(b) The Company shall not (and shall ensure that none of its Subsidiaries will), without the prior consent of the Lender:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into or permit to subsist any title retention arrangement,

(iv) enter into or permit to subsist any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(v) enter into or permit to subsist any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising

Financial Indebtedness or of financing the acquisition of an asset

(c) Paragraphs (a) and (b) above do not apply to:

(i) Any Permitted Security except to the extent the principal amount secured by that Security exceeds the amount to which the Lender has consented in writing,

(ii) any netting or set-off arrangement entered into with and to the extent permitted by the consent of the Lender by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,

(iii) any lien arising by operation of law and in the ordinary course of trading so long as the debt which it secures is paid when due or contested in good faith by appropriate proceedings and property provisioned,

(iv) title retention arrangements arising pursuant to a supplier's usual terms of supply provided that there is no default in payment for any goods so supplied (and any other event is subsisting) which might entitle the supplier to reclaim possession of the relevant goods,

(v) any Security created pursuant to any Finance Document; or

(vi) any Security over or affecting any asset acquired by a member of the Group after the date of the Debenture if

(A) the Security was not created in contemplation of the acquisition of that asset by such company.

Continued from page 6.

(B) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by such company, and

(C) the Security is removed or discharged within three months of the date of acquisition of such asset, or (vii) any Security over or affecting any asset of any company which becomes a member of the Group after the date of the Debenture, where the Security is created prior to the date on which that company becomes such a Subsidiary if

(A) the Security was not created in contemplation of the acquisition of that company;

(B) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and

(C) the Security is removed or discharged within three months of that company becoming a Subsidiary,

Definitions

"Account Bank" means ICICI Bank UK Plc;

"Account Charge" means the account charge entered into by the Borrower in favour of the Lender on or about the date of the Facility Agreement in respect of the Collection Account;

"Accounts Agreement" means the accounts agreement between the Account Bank, the Borrower and the Lender dated on about the date of the Facility Agreement,

"Assignment Deed" means an assignment deed in substantially the form set out in Part 1 of Schedule 4 (Form of Assignment Deed) of the Facility Agreement,

"Borrower" means Typhoo Tea Limited;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing any Security;

"Collection Account" means an account of the Borrower with the Lender bearing account number 76184497 and sort code 30-00-81 and held at ICICI Bank UK Plc, Knightsbridge,

"Facility" means the term loan facility made available under the Facility Agreement as described in Clause 2 (The Facility) of the Facility Agreement,

"Fee Letter" means any letter or letters referring to the Facility Agreement or the Facility between one or more Lender and the Borrower setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement,

"Finance Documents" means the Accounts Agreement, the Debenture, any Fee Letter, each Security Document, any Utilisation Request and any other document designated as such by the Lender and the Borrower;

"Financial Indebtedness" means any indebtedness for or in respect of

(a) moneys borrowed,

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease.

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- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above,

"GAAP" means generally accepted accounting principles in England and Wales including IFRS,

"Group" means the Company and any of its Subsidiaries,

"IFRS" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements,

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest;

"Permitted Security" means Security which the Lender has agreed to in writing,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Document" means each and any of the Account Charge, each Assignment Deed, the Debenture and any other document so designated by the Lender;

"Subsidiary" means, in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and

"Utilisation Request" means a notice substantially in the form set out in Part I of Schedule 3 (Requests) of the Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5573418
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
DECEMBER 2012 AND CREATED BY TYPHOO TEA LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO ICICI BANK UK PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 20 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012**

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Companies House



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