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

* insert full name
of Company

COMPANIES FORM No. 395

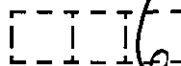
Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

03019950



Name of company

* TETLEY GB LIMITED ("Tetley GB")

Date of creation of the charge

4th April, 2000

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

Collateral Assignment of Patents (the "Document") between Tetley GB and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International, London Branch (the "Security Agent") as agent and trustee for, and for the benefit of itself and each of the Lenders, the Secured Loan Stock Creditor and the Vendor Creditors.

Amount secured by the mortgage or charge

(i) 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 Mezzanine 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 Mezzanine Finance Documents (as the case may be) or any other document evidencing or securing any such liabilities; (ii) 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 of the Company and the other Chargors under each or any of the Secured Loan Stock Documents together with all costs, charges and expenses incurred by the Secured Loan Stock Creditor in connection with

(Please see continuation sheet 1)

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

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

Allen & Overy
One New Change
London
EC4M 9QQ

ACK/DLLM/PG:162054

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0109
19/04/00

- Short particulars of all the property mortgaged or charged

Pursuant to the terms of the Document Tetley GB 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 now and hereafter due and/or payable under and with respect to the Patents and Future Patents, including without limitation damages, claims and payments for past, present or future infringements thereof;

(Please see continuation sheet 2 pages 1-4)

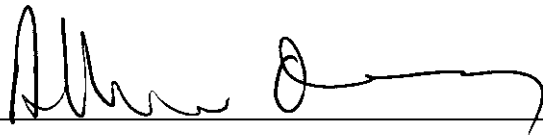
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

18.4.00

On behalf of ~~[company]~~ [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

Amount secured by the mortgage or charge

the protection, preservation or enforcement of its rights under the Secured Loan Stock Documents; and (iii) 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 of the Company and the other Chargors under each or any of the Vendor Loan Stock Documents together with all costs, charges and expenses incurred by the Vendor Creditors in connection with the protection, preservation or enforcement of its rights under the Vendor Loan Stock Documents (the "Secured Liabilities") PROVIDED THAT in each case no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the Document (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985.

Tetley GB Limited

Short particulars of all property mortgaged or charged

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- (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, utilizing or in connection with the Patents and Future Patents and all goodwill connected with, symbolized by or related to the foregoing.

the items set forth in clauses (a) through (g) together the "Collateral".

Subject to section 3 of the Document, Tetley GB shall retain all of its right, title and interest in and 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 M395 have the meanings set out below;

"Accession Agreement" means an agreement substantially in the form of Schedule F made pursuant to Clause 19.1 (a "Borrower Accession Agreement") or Clauses 19.2 or 19.4 of the Senior Facility Agreement (a "Guarantor Accession Agreement");

"Additional Guarantor" means any entity which becomes party hereto as a Guarantor pursuant to a Guarantor Accession Agreement;

"Agent" means:

- (a) when designated "Facility", Rabobank International, London Branch or any of its successors appointed as such pursuant to the Senior Facility Agreement; and
- (b) when designated "Security", Rabobank International London Branch or any of its successors appointed as such pursuant to the Senior Facility Agreement and/or any corresponding provision of any Security Document; and
- (c) without any such designation, the Facility Agent or the Security Agent, as the context requires.

"Ancillary Bank" means any Bank which becomes an Ancillary Bank pursuant to the Senior Facility Agreement;

"Bank" means Rabobank International, London Branch or any other bank or financial institution 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 (as defined in the Senior Facility Agreement);

"Chargors" means the Company and each company which becomes a party to the Debenture by executing a Deed of Accession, each a "Chargor" and together the "Chargors";

"Company" means Tata Tea (GB) Limited;

Tetley GB Limited

Short Particulars of all property mortgaged or charged

"Debenture" means the mortgage debenture dated 10th March, 2000 between Tata Tea (GB) Limited and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International, London Branch;

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

"Group" means the Company and its Subsidiaries from time to time.

"Guarantor" means each entity identified as a Guarantor in Schedule A Part II of the Senior Facility Agreement and each Additional Guarantor.

"Hedging Agreements" means any and all interest rate swap and/or interest rate cap and/or other hedging agreements entered into or committed to be entered into by any member of the Group as have been heretofore (and/or as may hereafter be) agreed in writing between the Company and the Facility Agent to constitute the Hedging Agreements, including without limitation, those contemplated by Clause 4.1(e) of the Debenture.

"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 Mezzanine 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
- (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,

PROVIDED THAT, for the purposes of the Priority Agreement only and without prejudice to the liabilities secured by the Security Documents, the term Hedging Liabilities excludes (as against the Mezzanine Creditors, any Secured Loan Stock Creditor and any Vendor Creditor but not as against any Intercompany Creditor or any Investor):

Tetley GB Limited

Short Particulars of all property mortgaged or charged

- (i) any amount outstanding in excess of the limits specified in the Priority Agreement; and
- (ii) any amount outstanding and owed to a Hedging Bank which would not have been outstanding but for a breach of the Priority Agreement by that Hedging Bank.

"LC Bank" means Rabobank International London Branch 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 Arranger, the Banks, each Ancillary 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 Mezzanine Agent and the Mezzanine Lenders parties to or having an interest under the Mezzanine Finance Documents from time to time (together the "Lenders");

"Mezzanine Agent" means Intermediate Capital Group plc as facility agent for the Mezzanine Lenders under the Mezzanine Facility Agreement and any of its permitted successors or assigns;

"Mezzanine Facility Agreement" means the facility agreement dated on or about the date of the Debenture between the Borrower, the Guarantors, the Arranger, the Lenders, the Mezzanine Agent and the Security Agent (each as defined therein), together with each Guarantor Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

"Mezzanine Finance Documents" has the meaning given to that term in the Mezzanine Facility Agreement;

"Mezzanine Lenders" means each of the Mezzanine Agent, the Security Agent, Intermediate Capital Group plc as the Arranger and each of the banks and financial institutions party to the Mezzanine Facility Agreement as Lenders from time to time;

"Obligor" means each Obligor under, and as defined in, the Senior Facility Agreement and each Obligor under, and as defined in, the Mezzanine Facility Agreement;

"Priority Agreement" means a deed dated the date of the Debenture made between, amongst others, the Company, the Chargors, the Lenders, the Secured Loan Stock Creditor, the Vendor Creditors and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors;

"Patents" means all the United States patents set forth in Schedule A to this Companies Form M395;

"Secured Finance Documents" means the Senior Finance Documents, the Mezzanine Finance Documents, the Secured Loan Stock Documents and the Vendor Loan Stock Documents;

"Secured Loan Notes" means the secured loan notes issued pursuant to the Secured Loan Stock Instrument;

Tetley GB Limited

Short Particulars of all property mortgaged or charged

"Secured Loan Stock Documents" means the Secured Loan Stock Instrument, the Secured Loan Notes and the Secured Loan Stock Guarantee;

"Secured Loan Stock Creditor" means Rabobank International, London Branch as holder of the Secured Loan Notes and any of its permitted successors or assigns;

"Secured Loan Stock Guarantee" has the meaning given to that term in the Priority Agreement;

"Secured Loan Stock Instrument" means the loan stock instrument dated 10th March, 2000;

"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 Facility Agreement" means the facility agreement dated 10th March, 2000 between, amongst others, the Borrowers, the Guarantors, the Arranger, 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;

"Substitution Certificate" has the meaning given to that term in the Senior Facility Agreement (together the "Substitution Certificates").

"Vendor Creditors" has the meaning given to that term in the Priority Agreement;

"Vendor Loan Notes" means the secured vendor loan notes issued pursuant to the Vendor Loan Stock Instrument;

"Vendor Loan Stock Documents" means the Vendor Loan Stock Instrument, the Vendor Loan Notes and the Vendor Loan Stock Guarantee;

"Vendor Loan Stock Guarantee" has the meaning given to that term in the Priority Agreement;

"Vendor Loan Stock Instrument" means the loan stock instrument constituting the Vendor Loan Notes.

Schedule A

I. U.S. PATENTS

Title	Patent Number	Date Issued	Owner
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

II. Pending Patent Application

Title	Appln Serial Number	Date Filed	Owner
	08/284629		Tetley GB Limited

FILE COPY



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 (THE "DOCUMENT"), AS DEFINED DATED THE 4th APRIL 2000 AND CREATED BY TETLEY GB LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES WHATSOEVER OF EACH OBLIGOR (AS DEFINED) TO THE LENDERS (AS DEFINED) UNDER EACH OR ANY OF THE SENIOR FINANCE DOCUMENTS (AS DEFINED) AND THE MEZZANINE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th APRIL 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E