

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] [] [] []

3019950

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* TETLEY GB LIMITED

* insert full name
of company

§ insert name(s) and
address(es) of all
the directors

*/We PETER UNSWORTH of 2 The Badbury's, Launton Road, Audley, Oxfordshire OX6 9BW and
KENNETH PRINGLE of Sedgemoor House, 77 Chilton Road, Long Crendon, Aylesbury,
Buckinghamshire HP18 9DA together with the remaining director of the Company TIMOTHY
PASCALL of The Tile House, 26 Pound Lane, Sonning, Reading RG4 6XE who is swearing a
form 155(6)(a) on a separate form today in exactly the same form as this form
155(6)(a) (and so that it is our intention that the two forms 155(6)(a) should
constitute but one and the same statutory declaration sworn by all the directors of the
Company) and together being

† delete as
appropriate

[~~the sole director~~] [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

(a) ~~that of a (recognised bank) licensed institution within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~
~~insurance business in the United Kingdom~~
(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] [company's holding company] THE TETLEY GROUP LIMITED

Limited]†

The assistance is for the purpose of [that acquisition] [~~reducing or discharging a liability incurred for the~~
~~purpose of that acquisition~~]†

The number and class of the shares acquired or to be acquired is: £50,000 divided into
1,050,000 A ordinary, 3,908,189 B ordinary and 41,811 C ordinary shares

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

HERBERT SMITH
EXCHANGE HOUSE
PRIMROSE STREET
LONDON
EC2A 2HS
DX:28 LONDON
ref:30804130

For official Use
General Section

Post room



LD3
COMPANIES HOUSE

L2DRTPGP

0240
07/04/00

The assistance is to be given to: (note 2) _____
TATA TEA (GB) LIMITED whose registered office is at 18 GROSVENOR PLACE,
LONDON SW1X 7HS

Please do not
write in this
margin

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

The assistance will take the form of:

SEE ATTACHED CONTINUATION SHEET

The person who [has acquired] ~~[will acquire]~~† the shares is:

† delete as
appropriate

TATA TEA (GB) LIMITED whose registered office is at 18 GROSVENOR PLACE,
LONDON SW1X 7HS

The principal terms on which the assistance will be given are:

SEE ATTACHED CONTINUATION SHEET

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is a date which is within 8 weeks of 2000

Please do not
write in this
margin

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

* delete either (a) or
(b) as appropriate

~~*/~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~*/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]* (note 3)

And ~~*/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Exchange House
Primrose Street
London EC2R 2HS

Declarants to sign below

Day Month Year
on

| | | |
|----|----|------|
| 04 | 04 | 2010 |
|----|----|------|

before me [Signature] ANWAR THAKUR SAINI

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Peter Unwin
P.D. UNWIN
K. M. K. PRINCE

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Continuation Sheet Number 1

Tata Tea (GB) Limited acquired the entire issued share capital of the Tetley Group Limited of which the Company is an indirect subsidiary on *3rd April* 2000 and has entered (or in the case of 5 proposes to enter) into the following arrangements in respect of that acquisition:

1. A £145,000,000 term loan and £20,000,000 revolving credit facility agreement entered into by, inter alia, Tata Tea (GB) Limited as borrower and guarantor and Rabobank International, London Branch as Arranger, Original Bank, LC Bank, Security Agent and Facility Agent (as such terms are defined therein) (the **"Senior Facility Agreement"**);
2. a Mezzanine Facility Agreement entered into between, inter alia, Tata Tea (GB) Limited and certain of its subsidiaries (as guarantors), Intermediate Capital Group plc (as arranger and original lender) and Rabobank International, London Branch (as security trustee) (the **"Mezzanine Facility Agreement"**);
3. A loan stock instrument constituting £10,000,000 secured loan notes due 2009 (the **"Secured Loan Notes"**);
4. A loan stock instrument constituting £20,000,000 vendor loan notes due 2010 (the **"Vendor Loan Notes" and together with the Secured Loan Notes, the "Notes"**);
5. An inter-company loan from the Company to Tata Tea (GB) Limited.

The financial assistance to be given by the Company will take the form of:

1. Accession agreements whereby the Company:
 - (a) becomes a guarantor of the obligations of the Obligors (as defined in the respective agreements) under:
 - (A) the Senior Finance Documents (as such terms are defined in the Senior Facility Agreement);
 - (B) the Mezzanine Finance Documents (as such terms are defined in the Mezzanine Facility Agreement);
 - (C) the Secured Loan Notes;
 - (D) the Vendor Loan Notes;
 - (b) becomes an Obligor (and subject to such rights and obligations as defined therein) under a Priority Agreement dated 10th March 2000 in relation to the ranking of the Senior Debt, Hedging Liabilities, Mezzanine Debt, Investor Debt, Secured Loan Stock Debt, Vendor Debt and the Intercompany Debt (as such terms are defined in that agreement) entered into by the Obligors, the Investors, the Senior Creditors, the Secured Loan Stock Holder, the Vendor Creditors, the Investors' Agent, the Mezzanine Agent and the Mezzanine Creditors (as such parties are more particularly described therein);
 - (c) becomes a party to and bound by the terms of a mortgage debenture to be entered into by Tata Tea (GB) Limited in favour of Rabobank International, London Branch (in its capacity as Security Agent) as a Chargor (as defined therein) and grants security in

respect of satisfaction of the Secured Liabilities (as such term is defined in the Debenture and includes, inter alia, all obligations and liabilities of the Obligors under the Senior and Mezzanine Finance Documents and the Secured Loan Stock Documents and Vendor Loan Stock Documents (as defined therein) and all costs in relation to thereto), including charges by way of fixed and floating charges over all or substantially all of its assets and undertaking (on the terms more particularly detailed therein) in respect thereof;

2. An intra-group loan agreement whereby the Company agrees to provide a £275,000,000 revolving credit facility to Tata Tea (GB) Limited;
3. Collateral assignments of trademarks and patents of the Company in favour of Rabobank International, London Branch;
4. A letter of support in respect of an intra-group loan agreement whereby Tata Tea (GB) Limited agrees to provide a £275,000,000 revolving credit facility to the Company.

Continuation Sheet Number 2

1(a)(A) Principal terms of the Senior Guarantor Accession Agreement

Pursuant to the Senior Guarantor Accession Agreement, the Company accedes to the Senior Facility Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Senior Facility Agreement), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Senior Finance Documents (as defined in the Senior Facility Agreement) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in conjunction with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Senior Finance Document, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Senior Finance Document as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(B) Principal terms of the Mezzanine Guarantor Accession Agreement

Pursuant to the Mezzanine Guarantor Accession Agreement, the Company accedes to the Mezzanine Facility Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Mezzanine Facility Agreement), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Mezzanine Finance Documents (as defined in the Mezzanine Facility Agreement) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in conjunction with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Mezzanine Finance Document as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(C) Principal Terms Of The Secured Loan Notes Guarantor Accession Agreement

Pursuant to the Secured Loan Notes Guarantor Accession Agreement, the Company accedes to the Secured Loan Notes as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Secured Loan Notes), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Secured Loan Notes and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Secured Loan Notes, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Secured Loan Notes as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(D) Principal Terms Of The Vendor Loan Notes Guarantor Accession Agreement

Pursuant to the Vendor Loan Notes Guarantor Accession Agreement, the Company accedes to the Vendor Loan Notes Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Vendor Loan Notes), as principal obligor, prompt performance by each other Obligor (as defined in the Vendor Loan Notes) of all its obligations under the Vendor Loan Notes (as defined in the Vendor Loan Notes) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Vendor Loan Notes when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Vendor Loan Notes, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Vendor Loan Notes as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(b) Principal Terms As An Obligor under the Priority Agreement

By acceding to the Priority Agreement the Company:

- (a) covenants in favour of the Security Agent to pay the Senior Debt, the Hedging Liabilities, the Mezzanine Debt, the Secured Loan Stock Debt and the Vendor Debt (as such terms are defined therein) to the Security Agent when and to the extent due from it under (and subject always to any express limits on the amounts capable of becoming due from it set out therein) the terms of the Senior Finance Documents, the Hedging Documents, the Mezzanine Finance Documents, the Secured Loan Stock Documents or the Vendor Loan Stock Documents, as the case may be, to such bank account as the Security Agent may direct.
- (b) Each Obligor in respect of the Mezzanine Debt, the Secured Loan Stock Debt or the Vendor Debt, as the case may be, shall indemnify the Mezzanine Creditors, the

Secured Loan Stock Creditors or the Vendor Creditors (as the case may be) upon demand (to the extent of its liability for the Mezzanine Debt) for the amount of such payment, distribution, recovered proceeds, set-off, combination of accounts or other discharge so paid and distributed and (if appropriate) costs, liabilities and expenses, and the Mezzanine Debt, the Secured Loan Stock Creditors or the Vendor Creditors (as defined therein) (as the case may be) will not be deemed to have been reduced or discharged in any way or to any extent by the relevant payment, distribution, set-off, proceeds, combination of accounts, costs, liabilities or expenses.

- (c) Undertakes to each of the Senior Creditors, Hedging Banks and Mezzanine Creditors that, until the Senior Discharge Date, except as the Majority Senior Creditors have previously consented in writing it will not, and will procure that none of its Subsidiaries shall:-
- (i) pay, prepay or repay, or make any distribution in respect of, or on account of, or purchase or acquire, any of the Mezzanine Debt in cash or in kind, except as permitted under the terms of the Priority Agreement; or
 - (ii) discharge any of the Mezzanine Debt by set-off, any right of combination of accounts or otherwise except if and to the extent that it is permitted therein; or
 - (iii) create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance (as defined therein) over any of its assets for any of the Mezzanine Debt except under the Security Documents (as defined in the Senior Facility Agreement); or
 - (iv) give any financial support (including without limitation, the taking of any participation, the giving of any guarantee, indemnity or other assurance against loss, or the making of any deposit or payment) to any person in respect of the Mezzanine Debt or to enable any person to do any of the things referred to in paragraph (a) above or this paragraph (c), except:
 - (i) as effected under the Security Documents (and to the extent excepted thereunder); or
 - (ii) under the Mezzanine Facility Agreement as in force on the date hereof or as amended in compliance with the terms of this Deed,where such member of the Group (save to the extent otherwise required so as to comply with applicable law) gives like support under the Senior Facility Agreement to the Senior Creditors in relation to the Senior Debt and to the Hedging Banks in relation to the Hedging Liabilities; or
 - (v) take or omit to take any action whereby the ranking and/or subordination of the Mezzanine Debt contemplated by this Deed may be impaired.
- (d) Not without obtaining the consent of the relevant Agent determined in accordance with the terms of the Priority Agreement, to, or to allow any of the Subsidiaries to:
- (vi) pay, prepay or repay, or make any distribution in respect of, or on account of, or purchase or acquire, any of the Subordinated Debt in cash or in kind, except as permitted therein; or

- (vii) discharge any of the Subordinated Debt by set-off, any right of combination of accounts or otherwise except if and to the extent that it is permitted therein; or
- (viii) create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance over any of its assets for any of the Subordinated Debt save in the case of the Secured Loan Stock Debt and the Vendor Debt, as given to the Security Agent under the Security Documents; or
- (ix) give any financial support (including without limitation, the taking of any participation, the giving of any guarantee, indemnity or other assurance against loss, or the making of any deposit or payment) to any person in respect of the Subordinated Debt or to enable any person to do any of the things otherwise prohibited by paragraph (a) above or this paragraph (b), except under the original provisions of the Secured Loan Stock Documents, Intercompany Documents or the Vendor Loan Stock Documents or under the Security Documents executed in favour of the Security Agent (as the case may be) (as such terms are defined in the Priority Agreement); or

take or omit to take any action whereby the subordination of the Subordinated Debt contemplated by this Deed may be impaired except to the extent expressly permitted hereunder.

1(c) Principal terms of the Debenture Deed of Accession

By acceding to the Debenture:

- 1(c).1 The Company grants to the Security Agent the assignments, charges, mortgages and other security described in the Debenture as being granted, created or made by Chargors thereunder (and summarised below), to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession;

1(c).2 Fixed Charges

The Company as beneficial owner and with full title guarantee as security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as agent and trustee for the Secured Parties):

- (a) by way of a first legal mortgage all the estates or interest in any freehold or leasehold property including property now belonging to it and specified in the Schedule to the Deed of Accession by which it became party thereto (where relevant), together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under paragraph (a) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;
- (ii) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts, but excluding the Cash Collateral Prepayment Account) with any bank, financial institution or other person and the debts represented thereby, provided that any such monies paid out of such accounts without breaching the terms of the Secured Finance Documents (as defined therein) and not paid into another such account in the name of the Company shall be released from the fixed charge effected by this sub-paragraph (iii) upon the proceeds being so paid out;
- (iv) (to the extent not effectively assigned hereunder all benefits in respect of the Insurances (as defined therein) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision hereof such proceeds shall be released automatically from the fixed charge effected by this sub-paragraph (v) upon those proceeds being credited to any Security Account;
- (vi) (to the extent not already assigned, all of its rights and benefits under each of the Relevant Agreements (as defined in the Debenture), all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of

Intellectual Property Rights (as defined therein) or similar agreements entered into by it and any letters of credit issued in its favour and, in the case of the Insurance Policies, all claims and returns of premiums in respect thereof;

- (vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) its present and future uncalled capital;
- (xi) all its present and future Intellectual Property Rights (including, without limitation, any rights and interest of the Company in those patents and trade marks and designs, if any, specified in the Schedule to the Deed of Accession by which it became party to the Debenture owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by this paragraph shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and
- (xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or that Chargor from time to time not otherwise charged hereby,

provided that any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges created or effected under the Debenture.

1(c).3 Charges on Shares

The Company as sole beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, hereby as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Secured Parties (or any of them):

- (a) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Secured Parties) all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (b) mortgages and charges and agrees to mortgage and charge to the Security Agent (as defined in the Debenture) (as agent and trustee for the Secured Parties (as defined in the Debenture)) all the Related Rights (as defined in the Debenture) accruing to all or any of the Group Shares (as defined in the Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

provided that whilst no Event of Default (as defined in the Debenture) has occurred or to the extent it has occurred, it has been waived, all dividends and other distributions paid or payable as referred to therein may be paid directly to the Company, the Security Agent shall use all its reasonable endeavours to forward to the Company all material notices, correspondence and/or other communication it receives in relation to the Group Shares and all voting rights attaching to the relevant Group Shares may be exercised by the Company.

1(c).4 Assignments

- (a) The Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), hereby assigns and agrees to assign to the Security Agent (as agent and trustee for the Secured Parties) all its right, title and interest (if any) in and to the agreements specified in the Schedule to the Accession Agreement.
- (b) The Company shall forthwith give notice of each such assignment of its right, title and interest.
- (c) To the extent that any such right, title and interest described in paragraphs (a) and (b) above is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) shall operate as:
 - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and
 - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them).

- (d) Whilst no Event of Default exists (or an Event of Default has occurred but has been waived) the Security Agent shall permit the Company to exercise its rights (other than

to receive payment of money) under any Relevant Agreement to which it is party, provided that the exercise of these rights in the manner proposed would not result in a Default under the terms of the Senior Finance Documents or the Mezzanine Finance Documents, and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of this Debenture shall be paid by the Security Agent to the Company save to the extent required by the terms of the Senior Facility Agreement, the Mezzanine Facility Agreement or, as the case may be, the Priority Deed to be applied against any of the Secured Liabilities which are then due and payable (or as a result of such receipt become due and payable).

1(c).5 Creation of floating charges

The Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to all mortgages, fixed charges and assignments created by or pursuant to the Debenture.

1(c).6 Restrictions on dealing

The Company undertakes to each Lender and the Secured Loan Stock Creditor that, save as expressly permitted under the terms of this Debenture, the Senior Facility Agreement and the Mezzanine Facility Agreement it will not:

- (a) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than pursuant to this Debenture or any other Security Document; or
- (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

2 Principal Terms of The Intra-Group Loan

The Company and other subsidiaries of Tata Tea (GB) Limited grant (subject to receiving letters of support from Tata Tea (GB) Limited in the agreed form as contained in the Schedule thereto) an on demand £275,000,000 revolving credit facility to Tata Tea (GB) Limited subject to the terms of the Priority Agreement for the purpose of repaying all obligations and liabilities under the Finance Documents. Advances may not be terminated or demands for repayment made during the currency of the Senior and Mezzanine Facilities and the Notes save where the Borrower is or becomes insolvent.

3. Principal Terms of Collateral Assignment of Trademarks and Patents

The Company assigns, sells, transfers and conveys to Rabobank International, London Branch in its capacity as Security Agent as security for Tata Tea (GB) Limited and its subsidiaries' obligations and liabilities under the Secured Finance Documents and as part of

the security for such obligations under the Deed of Accession to the Debenture, its rights in the trademarks and patents identified in the Collateral Assignments.

4 Principal Terms of the Letter of Support

The Company agrees to lend to or reduce the indebtedness owed to it by Tata Tea (GB) Limited by such amount as Tata Tea (GB) Limited requires in respect of working capital shortfalls. Advances or reductions of indebtedness are repayable on demand save that advances may not be terminated or demands for repayment made during the currency of the Senior and Mezzanine Facilities and the Notes save where Tata Tea (GB) Limited is or becomes insolvent.

PricewaterhouseCoopers

1 Embankment Place

London WC2N 6NN

Telephone +44 (0) 20 7583 5000

+44 (0) 20 7939 3000

Facsimile +44 (0) 20 7822 4652

The Directors
Tetley GB Limited
325 Oldfield Lane North
Greenford
Middlesex UB6 0AZ

4 April 2000

Dear Sirs

Auditors' report to the directors of Tetley GB Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Tetley GB Limited ('the Company') dated 4 April 2000 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of the Company's holding company, The Tetley Group Limited.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

Please do not
write in this
margin

Note
Please read the notes
on page 3 before
completing this form.

• insert name(s) and address(es) of all the directors

† delete as appropriate

§ delete whichever
is inappropriate

Company number

— — — — —

3019950

Name of company

| |
|---------------------|
| * TETLEY GB LIMITED |
|---------------------|

1/3/78. TIMOTHY PASCALL of The Tile House, 26 Pound Lane, Sonning, Reading RG4 6XE together with the remaining directors of the Company PETER UNSWORTH of 2 The Badbury's, Launton Road, Audley, Oxfordshire OX6 9BW and KENNETH PRINGLE of Sedgemoor House, 77 Chilton Road, Long Crendon, Aylesbury, Buckinghamshire HP18 9DA who are swearing a form 155(6)(a) on a separate form today in exactly the same form as this form 155(6)(a) (and so that it is our intention that the two forms 155(6)(a) should constitute but one and the same statutory declaration sworn by all the directors of the Company) and together being

~~[the sole director]~~ [all the directors][†] of the above company do solemnly and sincerely declare that:

The business of the company is:

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom;~~

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~[company]~~ [company's holding company THE TETLEY GROUP LIMITED

Limited)†

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition].†~~

The number and class of the shares acquired or to be acquired is: £50,000 divided into
1,050,000 A ordinary, 3,908,189 B ordinary and 41,811 C ordinary shares

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

HERBERT SMITH
EXCHANGE HOUSE
PRIMROSE STREET
LONDON
EC2A 2HS
DX:28 LONDON
ref:30804130

For official Use
General Section

Post room

The assistance is to be given to: (note 2) _____
TATA TEA (GB) LIMITED whose registered office is at 18 GROSVENOR PLACE,
LONDON SW1X 7HS

Please do not
write in this
margin

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

The assistance will take the form of:

SEE ATTACHED CONTINUATION SHEET

The person who [has acquired] [~~will acquire~~]† the shares is:

† delete as
appropriate

TATA TEA (GB) LIMITED whose registered office is at 18 GROSVENOR PLACE,
LONDON SW1X 7HS

The principal terms on which the assistance will be given are:

SEE ATTACHED CONTINUATION SHEET

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is a date which is within 8 weeks of 2000

Please do not
write in this
margin

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

* delete either (a) or
(b) as appropriate

*We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

- (a) ~~[/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*~~ (note 3)
- (b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]* (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

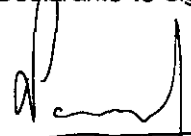
Declared at Edmonton, Alberta,
Canada

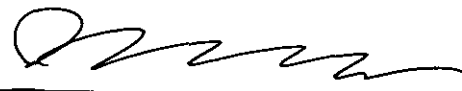
on

| Day | Month | Year |
|-----|-------|------|
| 04 | 04 | 2000 |

before me Ian Lawrence MacLachlan
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below


TIMOTHY PROCELL


IAN LAWRENCE MACLACHLAN
1500, 10180-101 STREET
EDMONTON, ALBERTA, CANADA

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Continuation Sheet Number 1

Tata Tea (GB) Limited acquired the entire issued share capital of the Tetley Group Limited of which the Company is an indirect subsidiary on 3rd April 2000 and has entered (or in the case of 5 proposes to enter) into the following arrangements in respect of that acquisition:

1. A £145,000,000 term loan and £20,000,000 revolving credit facility agreement entered into by, inter alia, Tata Tea (GB) Limited as borrower and guarantor and Rabobank International, London Branch as Arranger, Original Bank, LC Bank, Security Agent and Facility Agent (as such terms are defined therein) (the **"Senior Facility Agreement"**);
2. a Mezzanine Facility Agreement entered into between, inter alia, Tata Tea (GB) Limited and certain of its subsidiaries (as guarantors), Intermediate Capital Group plc (as arranger and original lender) and Rabobank International, London Branch (as security trustee) (the **"Mezzanine Facility Agreement"**);
3. A loan stock instrument constituting £10,000,000 secured loan notes due 2009 (the **"Secured Loan Notes"**);
4. A loan stock instrument constituting £20,000,000 vendor loan notes due 2010 (the **"Vendor Loan Notes"** and together with the Secured Loan Notes, the **"Notes"**);
5. An inter-company loan from the Company to Tata Tea (GB) Limited.

The financial assistance to be given by the Company will take the form of:

1. Accession agreements whereby the Company:
 - (a) becomes a guarantor of the obligations of the Obligors (as defined in the respective agreements) under:
 - (A) the Senior Finance Documents (as such terms are defined in the Senior Facility Agreement);
 - (B) the Mezzanine Finance Documents (as such terms are defined in the Mezzanine Facility Agreement);
 - (C) the Secured Loan Notes;
 - (D) the Vendor Loan Notes;
 - (b) becomes an Obligor (and subject to such rights and obligations as defined therein) under a Priority Agreement dated 10th March 2000 in relation to the ranking of the Senior Debt, Hedging Liabilities, Mezzanine Debt, Investor Debt, Secured Loan Stock Debt, Vendor Debt and the Intercompany Debt (as such terms are defined in that agreement) entered into by the Obligors, the Investors, the Senior Creditors, the Secured Loan Stock Holder, the Vendor Creditors, the Investors' Agent, the Mezzanine Agent and the Mezzanine Creditors (as such parties are more particularly described therein);
 - (c) becomes a party to and bound by the terms of a mortgage debenture to be entered into by Tata Tea (GB) Limited in favour of Rabobank International, London Branch (in its capacity as Security Agent) as a Chargor (as defined therein) and grants security in

respect of satisfaction of the Secured Liabilities (as such term is defined in the Debenture and includes, inter alia, all obligations and liabilities of the Obligors under the Senior and Mezzanine Finance Documents and the Secured Loan Stock Documents and Vendor Loan Stock Documents (as defined therein) and all costs in relation to thereto), including charges by way of fixed and floating charges over all or substantially all of its assets and undertaking (on the terms more particularly detailed therein) in respect thereof;

2. An intra-group loan agreement whereby the Company agrees to provide a £275,000,000 revolving credit facility to Tata Tea (GB) Limited;
3. Collateral assignments of trademarks and patents of the Company in favour of Rabobank International, London Branch;
4. A letter of support in respect of an intra-group loan agreement whereby Tata Tea (GB) Limited agrees to provide a £275,000,000 revolving credit facility to the Company.

1(a)(A) Principal terms of the Senior Guarantor Accession Agreement

Pursuant to the Senior Guarantor Accession Agreement, the Company accedes to the Senior Facility Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Senior Facility Agreement), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Senior Finance Documents (as defined in the Senior Facility Agreement) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in conjunction with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Senior Finance Document, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Senior Finance Document as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(B) Principal terms of the Mezzanine Guarantor Accession Agreement

Pursuant to the Mezzanine Guarantor Accession Agreement, the Company accedes to the Mezzanine Facility Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Mezzanine Facility Agreement), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Mezzanine Finance Documents (as defined in the Mezzanine Facility Agreement) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in conjunction with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Mezzanine Finance Document as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(C) Principal Terms Of The Secured Loan Notes Guarantor Accession Agreement

Pursuant to the Secured Loan Notes Guarantor Accession Agreement, the Company accedes to the Secured Loan Notes as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Secured Loan Notes), as principal obligor, prompt performance by each other Obligor (as defined in the Facility Agreement) of all its obligations under the Secured Loan Notes and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Senior Finance Documents when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Secured Loan Notes, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Secured Loan Notes as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(a)(D) Principal Terms Of The Vendor Loan Notes Guarantor Accession Agreement

Pursuant to the Vendor Loan Notes Guarantor Accession Agreement, the Company accedes to the Vendor Loan Notes Agreement as a Guarantor. The Company irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party (as defined in the Vendor Loan Notes), as principal obligor, prompt performance by each other Obligor (as defined in the Vendor Loan Notes) of all its obligations under the Vendor Loan Notes (as defined in the Vendor Loan Notes) and the payment of all sums payable now or in the future to such Finance Party by each other Obligor under or in connection with the Vendor Loan Notes when and as the same shall become due;
- (b) undertakes with each Finance Party that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Vendor Loan Notes, such Guarantor will on demand by the Facility Agent pay such amount as if such Guarantor instead of the other Obligor were expressed to be the primary obligor; and
- (c) indemnifies each Finance Party on demand against any loss or liability suffered by it under any Vendor Loan Notes as a result of any obligation guaranteed by such Guarantor being or becoming unenforceable, invalid or illegal.

1(b) Principal Terms As An Obligor under the Priority Agreement

By acceding to the Priority Agreement the Company:

- (a) covenants in favour of the Security Agent to pay the Senior Debt, the Hedging Liabilities, the Mezzanine Debt, the Secured Loan Stock Debt and the Vendor Debt (as such terms are defined therein) to the Security Agent when and to the extent due from it under (and subject always to any express limits on the amounts capable of becoming due from it set out therein) the terms of the Senior Finance Documents, the Hedging Documents, the Mezzanine Finance Documents, the Secured Loan Stock Documents or the Vendor Loan Stock Documents, as the case may be, to such bank account as the Security Agent may direct.
- (b) Each Obligor in respect of the Mezzanine Debt, the Secured Loan Stock Debt or the Vendor Debt, as the case may be, shall indemnify the Mezzanine Creditors, the

Secured Loan Stock Creditors or the Vendor Creditors (as the case may be) upon demand (to the extent of its liability for the Mezzanine Debt) for the amount of such payment, distribution, recovered proceeds, set-off, combination of accounts or other discharge so paid and distributed and (if appropriate) costs, liabilities and expenses, and the Mezzanine Debt, the Secured Loan Stock Creditors or the Vendor Creditors (as defined therein) (as the case may be) will not be deemed to have been reduced or discharged in any way or to any extent by the relevant payment, distribution, set-off, proceeds, combination of accounts, costs, liabilities or expenses.

- (c) Undertakes to each of the Senior Creditors, Hedging Banks and Mezzanine Creditors that, until the Senior Discharge Date, except as the Majority Senior Creditors have previously consented in writing it will not, and will procure that none of its Subsidiaries shall:-
- (i) pay, prepay or repay, or make any distribution in respect of, or on account of, or purchase or acquire, any of the Mezzanine Debt in cash or in kind, except as permitted under the terms of the Priority Agreement; or
 - (ii) discharge any of the Mezzanine Debt by set-off, any right of combination of accounts or otherwise except if and to the extent that it is permitted therein; or
 - (iii) create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance (as defined therein) over any of its assets for any of the Mezzanine Debt except under the Security Documents (as defined in the Senior Facility Agreement); or
 - (iv) give any financial support (including without limitation, the taking of any participation, the giving of any guarantee, indemnity or other assurance against loss, or the making of any deposit or payment) to any person in respect of the Mezzanine Debt or to enable any person to do any of the things referred to in paragraph (a) above or this paragraph (c), except:
 - (i) as effected under the Security Documents (and to the extent excepted thereunder); or
 - (ii) under the Mezzanine Facility Agreement as in force on the date hereof or as amended in compliance with the terms of this Deed,where such member of the Group (save to the extent otherwise required so as to comply with applicable law) gives like support under the Senior Facility Agreement to the Senior Creditors in relation to the Senior Debt and to the Hedging Banks in relation to the Hedging Liabilities; or
 - (v) take or omit to take any action whereby the ranking and/or subordination of the Mezzanine Debt contemplated by this Deed may be impaired.
- (d) Not without obtaining the consent of the relevant Agent determined in accordance with the terms of the Priority Agreement, to, or to allow any of the Subsidiaries to:
- (vi) pay, prepay or repay, or make any distribution in respect of, or on account of, or purchase or acquire, any of the Subordinated Debt in cash or in kind, except as permitted therein; or

- (vii) discharge any of the Subordinated Debt by set-off, any right of combination of accounts or otherwise except if and to the extent that it is permitted therein; or
- (viii) create or permit to subsist, or permit any member of the Group to create or permit to subsist, any Encumbrance over any of its assets for any of the Subordinated Debt save in the case of the Secured Loan Stock Debt and the Vendor Debt, as given to the Security Agent under the Security Documents; or
- (ix) give any financial support (including without limitation, the taking of any participation, the giving of any guarantee, indemnity or other assurance against loss, or the making of any deposit or payment) to any person in respect of the Subordinated Debt or to enable any person to do any of the things otherwise prohibited by paragraph (a) above or this paragraph (b), except under the original provisions of the Secured Loan Stock Documents, Intercompany Documents or the Vendor Loan Stock Documents or under the Security Documents executed in favour of the Security Agent (as the case may be) (as such terms are defined in the Priority Agreement); or

take or omit to take any action whereby the subordination of the Subordinated Debt contemplated by this Deed may be impaired except to the extent expressly permitted hereunder.

1(c) Principal terms of the Debenture Deed of Accession

By acceding to the Debenture:

- 1(c).1 The Company grants to the Security Agent the assignments, charges, mortgages and other security described in the Debenture as being granted, created or made by Chargors thereunder (and summarised below), to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession;

1(c).2 Fixed Charges

The Company as beneficial owner and with full title guarantee as security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as agent and trustee for the Secured Parties):

- (a) by way of a first legal mortgage all the estates or interest in any freehold or leasehold property including property now belonging to it and specified in the Schedule to the Deed of Accession by which it became party thereto (where relevant), together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(b) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of a mortgage under paragraph (a) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;
- (ii) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;
- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts, but excluding the Cash Collateral Prepayment Account) with any bank, financial institution or other person and the debts represented thereby, provided that any such monies paid out of such accounts without breaching the terms of the Secured Finance Documents (as defined therein) and not paid into another such account in the name of the Company shall be released from the fixed charge effected by this sub-paragraph (iii) upon the proceeds being so paid out;
- (iv) (to the extent not effectively assigned hereunder all benefits in respect of the Insurances (as defined therein) and all claims and returns of premiums in respect thereof;
- (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision hereof such proceeds shall be released automatically from the fixed charge effected by this sub-paragraph (v) upon those proceeds being credited to any Security Account;
- (vi) (to the extent not already assigned, all of its rights and benefits under each of the Relevant Agreements (as defined in the Debenture), all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of

Intellectual Property Rights (as defined therein) or similar agreements entered into by it and any letters of credit issued in its favour and, in the case of the Insurance Policies, all claims and returns of premiums in respect thereof;

- (vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (viii) its present and future goodwill;
- (ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) its present and future uncalled capital;
- (xi) all its present and future Intellectual Property Rights (including, without limitation, any rights and interest of the Company in those patents and trade marks and designs, if any, specified in the Schedule to the Deed of Accession by which it became party to the Debenture owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by this paragraph shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and
- (xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or that Chargor from time to time not otherwise charged hereby,

provided that any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges created or effected under the Debenture.

1(c).3 Charges on Shares

The Company as sole beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, hereby as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Secured Parties (or any of them):

- (a) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Secured Parties) all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (b) mortgages and charges and agrees to mortgage and charge to the Security Agent (as defined in the Debenture) (as agent and trustee for the Secured Parties (as defined in the Debenture)) all the Related Rights (as defined in the Debenture) accruing to all or any of the Group Shares (as defined in the Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

provided that whilst no Event of Default (as defined in the Debenture) has occurred or to the extent it has occurred, it has been waived, all dividends and other distributions paid or payable as referred to therein may be paid directly to the Company, the Security Agent shall use all its reasonable endeavours to forward to the Company all material notices, correspondence and/or other communication it receives in relation to the Group Shares and all voting rights attaching to the relevant Group Shares may be exercised by the Company.

1(c).4 Assignments

- (a) The Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), hereby assigns and agrees to assign to the Security Agent (as agent and trustee for the Secured Parties) all its right, title and interest (if any) in and to the agreements specified in the Schedule to the Accession Agreement.
- (b) The Company shall forthwith give notice of each such assignment of its right, title and interest.
- (c) To the extent that any such right, title and interest described in paragraphs (a) and (b) above is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) shall operate as:
 - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and
 - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them).

- (d) Whilst no Event of Default exists (or an Event of Default has occurred but has been waived) the Security Agent shall permit the Company to exercise its rights (other than

to receive payment of money) under any Relevant Agreement to which it is party, provided that the exercise of these rights in the manner proposed would not result in a Default under the terms of the Senior Finance Documents or the Mezzanine Finance Documents, and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of this Debenture shall be paid by the Security Agent to the Company save to the extent required by the terms of the Senior Facility Agreement, the Mezzanine Facility Agreement or, as the case may be, the Priority Deed to be applied against any of the Secured Liabilities which are then due and payable (or as a result of such receipt become due and payable).

1(c).5 Creation of floating charges

The Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to all mortgages, fixed charges and assignments created by or pursuant to the Debenture.

1(c).6 Restrictions on dealing

The Company undertakes to each Lender and the Secured Loan Stock Creditor that, save as expressly permitted under the terms of this Debenture, the Senior Facility Agreement and the Mezzanine Facility Agreement it will not:

- (a) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than pursuant to this Debenture or any other Security Document; or
- (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

2 Principal Terms of The Intra-Group Loan

The Company and other subsidiaries of Tata Tea (GB) Limited grant (subject to receiving letters of support from Tata Tea (GB) Limited in the agreed form as contained in the Schedule thereto) an on demand £275,000,000 revolving credit facility to Tata Tea (GB) Limited subject to the terms of the Priority Agreement for the purpose of repaying all obligations and liabilities under the Finance Documents. Advances may not be terminated or demands for repayment made during the currency of the Senior and Mezzanine Facilities and the Notes save where the Borrower is or becomes insolvent.

3. Principal Terms of Collateral Assignment of Trademarks and Patents

The Company assigns, sells, transfers and conveys to Rabobank International, London Branch in its capacity as Security Agent as security for Tata Tea (GB) Limited and its subsidiaries' obligations and liabilities under the Secured Finance Documents and as part of

the security for such obligations under the Deed of Accession to the Debenture, its rights in the trademarks and patents identified in the Collateral Assignments.

4 Principal Terms of the Letter of Support

The Company agrees to lend to or reduce the indebtedness owed to it by Tata Tea (GB) Limited by such amount as Tata Tea (GB) Limited requires in respect of working capital shortfalls. Advances or reductions of indebtedness are repayable on demand save that advances may not be terminated or demands for repayment made during the currency of the Senior and Mezzanine Facilities and the Notes save where Tata Tea (GB) Limited is or becomes insolvent.

PricewaterhouseCoopers

1 Embankment Place

London WC2N 6NN

Telephone +44 (0) 20 7583 5000

+44 (0) 20 7939 3000

Facsimile +44 (0) 20 7822 4652

The Directors
Tetley GB Limited
325 Oldfield Lane North
Greenford
Middlesex UB6 0AZ

4 April 2000

Dear Sirs

Auditors' report to the directors of Tetley GB Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Tetley GB Limited ('the Company') dated 4 April 2000 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of the Company's holding company, The Tetley Group Limited.

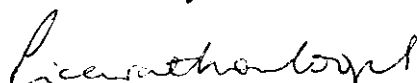
Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors

331.47.01T 1 August 1999

04 April 2000

PricewaterhouseCoopers is the successor partnership to the UK firms of Price Waterhouse and Coopers & Lybrand. The principal place of business of PricewaterhouseCoopers and its associate partnerships, and of Coopers & Lybrand, is 1 Embankment Place, London WC2N 6NN. The principal place of business of Price Waterhouse is Southwark Towers, 32 London Bridge Street, London SE1 9SY. Lists of the partners' names are available for inspection at those places.

All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, PricewaterhouseCoopers. PricewaterhouseCoopers is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.