

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

126343/78

395

A fee of £13 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

Name of company

* Seckloe 260 Limited (the "New Chargor" and together with the parties listed in Schedule 1 hereto, the "Chargors")

Date of creation of the charge

26 January 2007

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

Deed of Accession between (1) the New Chargor (2) Whisky Intermediate Limited and (3) Lloyds TSB Bank plc dated 26 January 2007 (the "Deed of Accession") to a Debenture between (1) The Chargors listed in Schedule 1 and (2) Lloyds TSB Bank plc dated 26 January 2007 (the "Debenture")

Amount secured by the mortgage or charge

Each Chargor has covenanted that it will on demand of the Security Trustee pay and discharge any or all of the Secured Liabilities when due and payable and to pay interest on any sum demanded.

Note: All definitions are those contained in Schedule 2 to this Form 395.

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

Lloyds TSB Bank plc whose registered office is 25 Gresham Street, London
(the "Security Trustee")

Postcode EC2V 7HN

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

Pinsent Masons

One Ropemaker Street

London

EC2Y 9AH

HH03/107520.07145/21079423.1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



ASHGOMQZ

A23

02/02/2007

591

COMPANIES HOUSE

FRIDAY

Short particulars of all the property mortgaged or charged

Please see schedule 3 attached

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed

Date

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

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**SCHEDULE 1
THE CHARGORS**

Company name	No	Address for service and fax number
Whisky Intermediate Limited	05973949	Orchard House Irthlingborough Wellingborough Northamptonshire NN9 5DB
Whisky Bidco Limited	05974063	Orchard House Irthlingborough Wellingborough Northamptonshire NN9 5DB

SCHEDULE 2 INTERPRETATION

1. Definitions

In this Form 395 and in the Debenture:-

"Account"	means any account opened or maintained by any Chargor at any bank or financial institution
"Affiliate"	means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary or Holding Company
"Agent"	means the Senior Agent at any time prior to the Senior Discharge Date and the Mezzanine Agent at any time after the Senior Discharge Date but prior to the Mezzanine Discharge Date
"Ancillary Lenders"	means each of: (a) the banks and financial institutions whose names and addresses are set out in Part 5 Schedule 1 of the Intercreditor Agreement; and (b) any Senior Creditor or an Affiliate of a Senior Creditor which has become a party to this Deed as an Ancillary Lender in accordance with the terms of the Intercreditor Agreement.
"Arranger"	means Lloyds TSB Bank plc, HSBC Bank plc and Glitnir Bank HF
"Assigned Account"	means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Trustee and Holdco to be an Assigned Account
"Borrower"	means Whisky Bidco Limited or an "Additional Borrower" which means a company which becomes a Borrower
"Bidco"	means Whisky Bidco Limited
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture
"Enforcement Date"	means the date on which the notice is served upon Holdco by the Senior Agent or notice is served upon Holdco by the Mezzanine Agent whichever is the first to occur

"Excluded Assets"	means such Chargor's interest in the whole or part of the Land and the Fixtures or any other interest or right in the Land where there is a legal, valid and binding restriction on the creation of Security over such without the consent of a third party (other than a member of the Group), breach of which would materially impair or destroy the property or rights of such Chargor in relation to such Land and the fixtures or any other interest or right in the Land
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	<p>has the meaning given in the Intercreditor Agreement which states:</p> <p>Group means the Parent, Holdco, Bidco, the Target and each of its Subsidiaries for the time being.</p>
"Hedge Counterparties"	<p>means each of:-</p> <p>(a) the banks and financial institutions whose names and addresses are set out in Part 4 of Schedule 1 of the Intercreditor Agreement; and</p> <p>(b) any Senior Creditor or an Affiliate of a Senior Creditor which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.</p>
"Hedging Agreement"	means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Bidco and any other Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or exchange rate risks
"Holdco"	means Whisky Intermediate Limited (Company No. 05973949)

"Holding Account"	means an account: <ul style="list-style-type: none"> (a) held in by a member of the with the Agent or Security Trustee; (b) identified in a letter between Holdco and the Agent as a Holding Account; and (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee, (as the same may be redesignated, substituted or replaced from time to time)
"Holding Company"	means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 6 to this form 395 (<i>Details of Material Insurances</i>), any policy of insurance or assurance including, without limitation, each Key-man Policy
" Intellectual Property"	means together with, but not limited to, the intellectual property details of which are set out in Schedule 7 to this form 395 (<i>Details of Intellectual Property</i>) any of the following:- <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any invention, copyright, design right or performance right; and (c) the benefit of any agreement or licence for the use of any such right
"Intercreditor Agreement "	means the intercreditor agreement dated on or about the date of the Debenture and made between Holdco, the other Obligors, the Security Trustee, the Senior Creditors, the Mezzanine Creditors, the Hedge Counterparties, the Ancillary Lenders, and certain others.
"Key-man Policy"	has the meaning given to that term in the Senior Facilities Agreement which states:

means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by an appropriate Obligor in respect of the death, disability or critical illness of the following individuals and in not less than the following respective amounts and for no shorter period than the following period:

Name of Individual	William Carter
Amount (£)	£1,000,000
Period	3 years

"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Letting Document"	means any lease, tenancy or licence to occupy or any agreement for any lease, tenancy or licence to occupy granted or entered into by any Chargor or any predecessor in title in respect of any of its Land, and any licence, consent or approval given under any lease, tenancy or licence to occupy
"Loose Plant and Equipment"	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
"Mandatory Prepayment "	Upon the occurrence of certain events contained in Clause 12 of the Senior Facilities Agreement the facilities will be cancelled and all outstanding amounts together with interest will be immediately due and payable in accordance with Clause 12
"Mandatory Prepayment Account"	<p>means an interest-bearing account:-</p> <p>(a) held in by a Borrower with the Agent or Security Trustee;</p> <p>(b) identified in a letter between Holdco and the Agent as a Mandatory Prepayment account;</p> <p>(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p>
"Mezzanine Agent"	means ECAS S.A.R.L

"Mezzanine Creditors"

means each of:-

(a) the banks and financial institutions whose names and addresses are set out in Part 3 of schedule 1 of the Intercreditor Agreement in their capacity as Lenders under (and as defined in) the Mezzanine Facility Agreement;

(b) the Arranger under (and as defined in) the Mezzanine Facility Agreement, the Mezzanine Agent and (after the Senior Discharge Date) the Security Trustee; and

(c) any successor, transferee, replacement or assignee of any of the above;

(together the **"Mezzanine Creditors"**)

"Mezzanine Discharge Date" means the date on which the Mezzanine Agent is satisfied that all the Mezzanine Liabilities have been fully and irrevocably paid and discharged (including, without limitation, any conditional or unmatured obligations) and no Mezzanine Creditor is under any further obligation to advance any credit or other facilities to any Obligor or other member of the Group under any Mezzanine Finance Document

"Mezzanine Facility Agreement"

means the mezzanine facility agreement dated the same date as this Deed and made between, amongst others, Holdco as borrower, certain Obligors as original guarantors, ECAS S.à.r.l as the Mezzanine Agent, Lloyds TSB Bank plc as the Security Trustee and the persons named therein as Lenders

"Mezzanine Finance Documents"

means the Finance Documents as such term is defined in the Mezzanine Facility Agreement which states:

Finance Documents means "this Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and Holdco". All terms are defined therein.

"Mezzanine Liabilities"

means all present and future sums, liabilities and obligations (whether actual or contingent) payable or owing by any Obligor or other member of the Group to any of the Mezzanine Creditors under or in connection with any Mezzanine Finance Document

"Monetary Claims"

means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Obligors"	means the members of the Group specified in Part 1 of schedule 1 of the Intercreditor Agreement and any other member of the Group from time to time.
"Parent "	means Whisky Holdco Limited
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	<p>means in relation to any Charged Property:</p> <p>(a) the proceeds of sale of any part of that Charged Property, excluding the proceeds of sale of Charged Property the disposal of which is subject to the mandatory prepayment provisions contained in Clause 12 of the Senior Facilities Agreement and Clause 12 of the Mezzanine Facilities Agreement (where permitted by the Intercreditor Agreement) provided that all the relevant provisions of Clause 12 of the Senior Facilities Agreement and Clause 12 of the Mezzanine Facilities Agreement (where permitted by the Intercreditor Agreement), including any Mandatory Prepayment, have been complied with in full;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and</p> <p>(d) any moneys and proceeds paid or payable in respect of that Charged Property</p>
"Secured Finance Documents"	means the Senior Finance Documents, the Mezzanine Finance Documents and the Hedging Agreements (as defined in the Intercreditor Agreement)
"Secured Liability"	means any liability expressed to be due, owing or payable by any Chargor under or in connection with any of the Secured Finance Documents (together the "Secured Liabilities") PROVIDED THAT no obligation or liability shall be included in this definition of "Secured Liabilities" to the extent that, if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 and in respect of which the appropriate procedures in accordance with sections 155-158 of the Companies Act 1985 have not been complied with

"Securities"	<p>means all the right, title and interest of a Chargor, now or in the future, in any:-</p> <p>(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person;</p> <p>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and</p> <p>(c) units or other interests in any unit trust or collective investment scheme,</p> <p>other than the Shares</p>
"Security Trustee"	<p>includes the Security Trustee's successors in title and any successor appointed in accordance with the Secured Finance Documents</p>
"Security"	<p>means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>
"Senior Agent"	<p>means Lloyds TSB Bank PLC</p>

"Senior Creditor"

means each of:-

(a) the banks and financial institutions whose names and addresses are set out in Part 2 of schedule 1 of the Intercreditor Agreement (*The Senior Creditors*) in their capacity as Lenders and/or Ancillary Lenders under the Senior Facilities Agreement;

(b) the Arranger, the Senior Agent and (until the Senior Discharge Date) the Security Trustee; and

(c) any successor, transferee, replacement or assignee of any of the above,

(together the "**Senior Creditors**")

Part 2 Schedule 1 (*The Senior Creditors*) states:

Lloyds TSB Bank plc
3rd Floor,
10 Gresham Street
London
EC2V 7AE

HSBC Bank plc
City Corporate Banking Centre
Ground Floor, 27/32 Poultry
London
EC2P 2BX

For the attention of Chris Jones
Glitnir Banki HF
7th Floor
41 Lothbury
London
EC2R 7HF

"Senior Facilities Agreement"

means the senior facilities agreement dated the same date as this Deed made between, amongst others, Bidco as borrower, certain Obligors as original guarantors, Lloyds TSB Bank plc as the Senior Agent, and Security Trustee and the persons named in that senior facilities agreement as Lenders

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 5 (*Details of Shares*) held by, to the order of or on behalf of, any Chargor at any time

"Specific Contracts"

means the Acquisition Agreement, the Hedging Agreements, the Structural Intra-Group Loans Agreement (each as defined in the Intercreditor Agreement)

"Subsidiary"

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

which is controlled, directly or indirectly, by the first mentioned company or corporation;

more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or

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.

"Target"

means Seckloe 260 Limited

SCHEDULE 3 SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

2. Charges

2.1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee has charged to the Security Trustee all its right, title and interest from time to time in each of the following assets:-

- 2.1.1 by way of first legal mortgage all Land which is described in Schedule 4 and all other Land which, at the time of the Debenture, was vested in any Chargor;
- 2.1.2 by way of first fixed charge all other Land which, at the time of the Debenture, was vested in any Chargor (to the extent not effectively charged by paragraph 2.1.1) and all Land acquired by any Chargor after the date of the Debenture;
- 2.1.3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares;
- 2.1.4 by way of first fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts (other than the Assigned Accounts);
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment;
 - (h) to the extent not assigned or effectively assigned by paragraph 2.4 (*Assignments*), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property; and
 - (i) its present and future goodwill and uncalled capital.

2.2 Excluded Assets

- 2.2.1 The fixed security from time to time constituted by or pursuant to the Debenture shall not extend to such Chargor's interests in any Excluded Assets unless and until the relevant third party consent has been obtained.
- 2.2.2 Such Chargor shall, where necessary, use all reasonable endeavours to obtain the consent of the relevant third party to the creation of the applicable Security contemplated above in the Excluded Assets as soon as practicable

after the date of this Deed. Once such consent is received such Chargor shall comply with the terms of the Debenture in all respects of such Excluded Asset, including, if so requested by the Security Trustee to promptly execute a legal charge in favour of the Security Trustee on terms and conditions satisfactory to the Security Trustee, and such other documentation as the Security Trustee (acting reasonably) deems necessary in connection therewith, in respect of such Excluded Asset.

- 2.2.3 The Company shall hold on trust for the Security Trustee all its interest in and to the Excluded Assets until the relevant third party consent has been obtained.

2.3 Floating Charge

As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee has charged to the Security Trustee by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of such Chargor situated in Scotland.

2.4 Assignments

Each Chargor with full title guarantee has assigned absolutely in favour of the Security Trustee, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

- 2.4.1 the Specific Contracts;
- 2.4.2 the Insurances (save for any policies of insurance relating to third party liability or the applicable Chargor's employees);
- 2.4.3 the Assigned Accounts; and
- 2.4.4 all rights under any agreement to which it is a party and which is not mortgaged or charged under paragraph 2.1 (*Mortgages and Fixed Charges*),

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the Enforcement Date to exercise all rights assigned under this paragraph 2.4 (*Assignments*) (subject to the terms of the Secured Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable such Chargor to do so.

2.5 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Trustee.

2.6 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture.

3. CRYSTALLISATION OF FLOATING CHARGE

3.1 Crystallisation: By Notice

The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created by paragraph 2.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 3.1.1 the Enforcement Date has occurred; or
- 3.1.2 the Security Trustee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 3.1.3 the Security Trustee considers that it is necessary in order to protect the priority of the Security created by or pursuant to the Debenture.

3.2 **Crystallisation: Automatic**

The floating charge created by paragraph 2.3 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 3.2.1 any Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Finance Documents) over any of the Charged Property; or
- 3.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 3.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed.

3.3 **HM Land Registry**

Each Chargor and the Security Trustee apply to HM Land Registry for the following notices to be entered into on the register of the title to any Land now or in the future owned by such Chargor and registered under the Land Registration Act 1925:-

- 3.3.1 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent by the proprietor for the time being of the charge dated *[insert date]* in favour of Lloyds TSB Bank plc referred to in the charges register, or if appropriate, signed on such proprietor's behalf by Lloyds TSB Bank plc".
- 3.3.2 "[*Description of the Lenders*] are under an obligation to make further advances and the security created by the charge dated *[insert date]* in favour of *[insert name of Security Trustee]* has been created for the purpose of securing such further advances".

3.4 **Intellectual Property**

Each Chargor shall, if requested by the Security Trustee and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Trustee may require and do all acts that the Security Trustee may reasonably require to perfect the Security taken by, or to record the interest of, the Security Trustee in any registers relating to any registered Intellectual Property.

4. RESTRICTIONS ON DEALING

4.1 Negative Pledge

Each Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents.

4.2 Disposals

Each Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Secured Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property (other than Intellectual Property which is not Material Intellectual Property (as defined in the Senior Facilities Agreement)) or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

4.2.1 the floating charge created by paragraph 2.2 (*Floating Charge*) is converted into a fixed charge; or

4.2.2 the occurrence of the Enforcement Date,

the Chargors may hold, enjoy and deal with, in accordance with the Secured Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

4.3 Continuing Security

The Debenture shall be a continuing security to the Security Trustee and shall remain in force until expressly discharged in writing by the Security Trustee notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Security Trustee may have now or at any time in the future for or in respect of any of the Secured Liabilities.

SCHEDULE 4
DETAILS OF LAND
REGISTERED LAND

Title numbers	Description	Chargor

UNREGISTERED LAND

Description	Chargor

SCHEDULE 5

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Whisky Bidco Limited	two ordinary shares of £1.00	Whisky Intermediate Limited
Seckloe 260 Limited	118,000 ordinary 'A' shares of £0.01 each 78,000 ordinary 'B' shares of £1.00 each	Whisky Bidco Limited

SCHEDULE 6

DETAILS OF MATERIAL INSURANCES

SCHEDULE 7

DETAILS OF INTELLECTUAL PROPERTY

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05385634

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A DEBENTURE DATED 26 JANUARY 2007 AND DATED THE 26th JANUARY 2007 AND CREATED BY SECKLOE 260 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO LLOYDS TSB BANK PLC (SECURITY TRUSTEE) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 2007.

DM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES