

# M

CHFP025

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

\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

**A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.**

706976/13  
**395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

12

Company number

5385634

Name of company

\* Seckloe 260 Limited (the "Chargor")

Date of creation of the charge

30 October 2006

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

a deed of accession dated 30 October 2006 between the Chargor, Whisky Bidco Limited and ECAS S.à.r.l. to a guarantee and debenture dated 30 October 2006 ("**Guarantee and Debenture**") made between the Chargors named therein and ECAS S.à.r.l. (the "**Seckloe Deed of Accession**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors to the Secured Parties under the Finance Documents (or any of them) together with all costs, charges and expenses incurred by the Security Trustee or any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (or any of them) (the "**Secured Obligations**"). The Secured Obligations do not include any liability or obligation to the extent that, if it were so included, the Guarantee and Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 .

For all other definitions in this Form 395, see Annex 1 attached

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

ECAS S.à.r.l. (the "**Security Trustee**")  
2, Boulevard Konrad Adenauer  
L-115 Luxembourg

Postcode

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

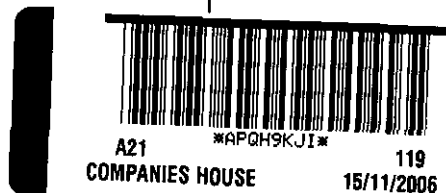
Weil, Gotshal & Manges  
One South Place  
London  
EC2M 2WG

RDa Silva/44170.0011/6523

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



See Annex 2 attached.

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this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Went, Gotshal & Manger Date 14 November 2006

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 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

Form 395

ANNEX 1  
DEFINITIONS

In this Form 395 the following terms have the meanings given to them in this Annex 1, except where the context otherwise requires.

**"Account Bank"** means such bank or financial institution with which the Security Accounts are from time to time maintained pursuant to Clause 11 (*Account Bank*) of the Guarantee and Debenture as the Security Trustee may from time to time approve (acting reasonably).

**"Charged Assets"** means all the assets, rights and property of the Chargor which are the subject of any security constituted or intended to be constituted by the Guarantee and Debenture.

**"Collateral Account"** means each account maintained from time to time by the Chargor for the purposes of Clause 9.5(a) (*Book Debts and Receipts*) of the Guarantee and Debenture, at such branch of the Account Bank as the Security Trustee may from time to time approve (acting reasonably).

**"Company"** means Whisky Bidco Limited a company incorporated under the laws of England and Wales with registered number 5974063.

**"Default Rate"** means the rate specified in Clause 5(d) of the Term Loan Facility Agreement and Clause 5(b) of the Revolving Credit Facility Agreement.

**"Event of Default"** means any event specified in Clause 13 of the Term Loan Facility Agreement and Clause 13 of the Revolving Credit Agreement.

**"Excluded Account"** means the account specified in the charge on deposit to be granted by the Company in favour of Barrington House Nominees Limited in connection with the 4,066,690 secured variable rate loan notes 2008 of the Company.

**"Excluded Property"** has the meaning given to it in Clause 3.2 (*Leasehold Interests Containing Prohibition on Charging*) of the Guarantee and Debenture and as reproduced in Paragraph 1.2 of this Form 395.

**"Finance Documents"** means the Term Loan Facility Agreement, the Revolving Credit Agreement and any accession agreements relating thereto, the Intra-Group Loan Agreement, any Transaction Security Document, the Security Trust Deed and any accession documents relating thereto, the Subordination Deed, and any other document designated as a **"Finance Document"** by the Chargor and the Security Trustee.

“**Financial Collateral Assets**” means the Shares and Related Rights and all moneys standing from time to time to the credit of each Security Account in each case mortgaged or charged under the Guarantee and Debenture.

“**Financial Collateral Regulations**” means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).

“**Fixtures**” means, in relation to any freehold or leasehold property charged by or pursuant to the Guarantee and Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Chargor.

“**Floating Charge Assets**” has the meaning given to it in Clause 5.1 (*Creation of Floating Charge*) of the Guarantee and Debenture.

“**Insurances**” means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest (and including key man policies).

“**Intellectual Property Rights**” means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

“**Intra-Group Loan Agreement**” means the loan agreement dated on or about the date of the Guarantee and Debenture between the Chargor as borrower and certain of its subsidiaries as lenders.

“**Issuer**” means each company listed in Part III (*Charged Shares*) of Schedule 2 to the Guarantee and Debenture.

“**Mortgaged Property**” means all real property legally mortgaged or purported to be legally mortgaged pursuant to the Guarantee and Debenture and any other freehold or leasehold property which is or is purported to be the subject of the Guarantee and Debenture.

“**Obligors**” means the Company and those of its subsidiaries (including the Chargor) which accede to the Revolving Credit Facility Agreement and the Guarantee and Debenture.

“**Planning Acts**” means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any re-enactment, variation or modification of any of those Acts and any orders, regulations or permissions made, issued or granted under or by virtue of those Acts.

“**Premises**” means all buildings and erections for the time being comprised within the Charged Assets.

“**Realisations Accounts**” means each account maintained from time to time by the Security Trustee for the purposes of Clause 12.5 (*Contingencies*) of the Guarantee and Debenture, at such branch of the Account Bank as the Security Trustee may from time to time approve.

“**Receiver**” means an administrative receiver, a receiver and manager or other receiver, in either case, appointed pursuant to the Guarantee and Debenture.

“**Related Rights**” means:

- (a) any dividend or interest paid or payable in relation to any of the Shares;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares; and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above.

“**Revolving Credit Borrowers**” means the Company as borrower under the Revolving Credit Facility Agreement and any other company which accedes to the Revolving Credit Facility Agreement as a borrower by executing an accession agreement to the Revolving Credit Facility Agreement.

“**Revolving Credit Facility Agreement**” means the £5,000,000 revolving credit facility agreement dated on or about the date of this agreement and made between the Revolving Credit Borrowers and the Revolving Credit Lender.

“**Revolving Credit Lender**” means ECAS S.à.r.l. as lender under the Revolving Credit Facility Agreement.

“**Security Accession Deed**” means a deed of accession to the Guarantee and Debenture substantially in the form set out in Schedule 5 (*Form of Security Accession Deed*) to the Guarantee and Debenture.

**"Security Accounts"** means the Collateral Accounts and the Realisations Accounts.

**"Security Period"** means the period beginning on the date of the Guarantee and Debenture and ending on the date upon which the Security Trustee is satisfied that:

- (a) no Secured Party is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Borrower under any of the Finance Documents; and
- (b) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full in cash or the security interests contemplated to be created hereby have been unconditionally and irrevocably released and discharged in full.

**"Secured Parties"** means the Security Trustee, the Term Loan Lender, the Revolving Credit Lender and any other holder of any Secured Obligation, and a **"Secured Party"** means any of them.

**"Security Trust Deed"** means the security trust deed dated on or about the date of the Guarantee and Debenture between, *inter alios*, the Security Trustee, the Lenders named therein from time to time and the Obligors.

**"Shares"** means the shares (if any) specified in Part III (*Charged Shares*) of Schedule 2 to the Guarantee and Debenture together with any and all other stocks, shares, debentures, bonds or (without limitation) other securities owned either legally or beneficially at any time now or in the future by the Chargor.

**"Subordination Deed"** means the deed of subordination made between the Chargor as principal debtor, Whisky Intermediate Limited as subordinated lender and the Security Trustee.

**"Term Loan Borrower"** means the Company as borrower under the Term Loan Facility Agreement.

**"Term Loan Facility Agreement"** means the £52,000,000 term loan facility agreement dated on or about the date of the Guarantee and Debenture between the Term Loan Lender and the Term Loan Borrower.

**"Term Loan Lender"** means ECAS S.à.r.l. as lender under the Term Loan Facility Agreement.

**"Transaction Security Documents"** means the Guarantee and Debenture and any other document expressed to create security in respect of the obligations of the Obligors under the Finance Documents.

**"Uncalled Capital"** means any balance per share remaining uncalled upon the shares issued from time to time by the Chargor.

Form 395

ANNEX 2  
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 The Seckloe Deed of Accession provides that from 30 October 2006, the Chargor:

- (a) will become a party to and to be bound by the terms of the Guarantee and Debenture as a Chargor with immediate effect and so that the Guarantee and Debenture shall be read and construed for all purposes as if such Chargor had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date hereof); and
- (b) will be bound by all the covenants and agreements in the Guarantee and Debenture which are expressed to be binding on a Chargor.

2 Without limiting the generality of the other provisions of the Seckloe Deed of Accession and the Guarantee and Debenture, pursuant to the terms thereof and of the Guarantee and Debenture, the Chargor as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Obligations, in favour of the Security Trustee:

- (a) charges by way of first legal mortgage all the property (if any) now belonging to it brief descriptions of which are specified in the Schedule to the Seckloe Deed of Accession and reproduced in Part I of the Schedule to this Form 395;
- (b) subject to any necessary third party consents being obtained, assigns and agrees to assign all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Clause 4 (Assignments) of the Guarantee and Debenture and/or the Schedule to the Seckloe Deed of Accession.
- (c) agrees that the Chargor's estate and other interests in certain specific Intellectual Property Rights for the purposes of Clause 3.1(d)(x) of the Guarantee and Debenture and certain Shares for the purposes of Clause 3.4 thereof, as such provisions apply in relation to the Chargor, as are specified in the Schedule to the Seckloe Deed of Accession and reproduced in Part II and Part III of the Schedule to this Form 395 and (in the case of Shares, together with all Related Rights) are thereby mortgaged or charged as provided in such provisions and the other provisions of the Guarantee Debenture.

### 3 FIXED CHARGES

The Guarantee and Debenture provides the following:

**3.1 Fixed Charges** The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations, hereby charges and agrees to charge in favour of the Security Trustee (for the benefit of itself and each other Secured Party) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994:

(a) by way of first legal mortgage, all of the property (if any) specified in Part I of Schedule 2 (Mortgaged Property) together with all Premises 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 of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;

(b) by way of first legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under Clause 3.1 (a) of the Guarantee and Debenture and as reproduced in Paragraph 1.1(a) of this Form 395) and all Premises 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 of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;

(c) by way of first fixed charge (to the extent that the same are not the subject of a mortgage under Clause 3.1 (a) or (b) of the Guarantee and Debenture and as reproduced in Paragraph 1.1(a) or (b) of this Form 395) all present and future estates or interests in any freehold, leasehold or other immovable property and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, wherever situated, now or hereafter belonging to it and all Premises and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary third party's consent to such mortgage;

(d) by way of first fixed charge:

- (i) its present and future interest in all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time together with all Related Rights accruing thereto not charged pursuant to Clause 3.4 (Charge on Shares) of the Guarantee and Debenture;
- (ii) all plant and machinery now or in the future owned by the Chargor and its interest in any plant and machinery in the Chargor's possession other than



any part of the Chargor’s stock in trade or work in progress from time to time;

- (iii) all computers and vehicles now or in the future owned by the Chargor and its interest in any computers and vehicles in the Chargor’s possession other than any part of the Chargor’s stock in trade or work in progress from time to time;
- (iv) subject to clause 3.3 (Excluded Account) to the Guarantee and Debenture, all moneys (including interest) from time to time standing to the credit of each of the Chargor’s present and future accounts (including each Security Account) with any bank, financial institution or other person in any jurisdiction and all rights in relation thereto and the debts represented thereby;
- (v) to the extent not effectively assigned under Clause 4.1 (Assignments) of the Guarantee and Debenture and as reproduced in Paragraph 4.1 of this Form 395, all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;
- (vi) all of the Chargor’s present and future book and other debts, and all other moneys due and owing to the Chargor 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, all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts;
- (vii) any beneficial interest, claim or entitlement of the Chargor to any assets in any pension fund;
- (viii) the Chargor’s present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Guarantee and Debenture);
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor’s business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (x) all the Chargor’s present and future Intellectual Property Rights (including the Intellectual Property Rights, if any, specified in Part II of the Schedule (Intellectual Property Rights)), 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) and, if the same is required, pending the grant of any such consent as aforesaid or otherwise the charge thereof purported to be effected by this subparagraph (xi) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations;

- (e) by way of first legal mortgage the Chargor's present and future Uncalled Capital.

### **3.2 Leasehold Interests Containing Prohibition on Charging**

(a) Until the relevant consent has been obtained, there shall be excluded from the charge created by Clause 3.1 (Fixed Charges) of the Guarantee and Debenture and as reproduced in Paragraph 3.1(a) of this Form 395, any leasehold property held by the New Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge, and such consent has not previously been obtained (each an "Excluded Property").

**3.3 Charge on Shares** The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations, hereby with full title guarantee:

- (a) mortgages and charges and agrees to mortgage and charge to the Security Trustee all of its right, title, benefit and interest in and to the Shares held now or in the future by it and/or any nominee on its behalf, by way of first legal mortgage; and
- (b) mortgages and charges and agrees to mortgage and charge to the Security Trustee all of its right, title, benefit and interest in and to the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first legal mortgage; and
- (c) (to the extent they are not effectively mortgaged or charged pursuant to Clause 3.4(a) or (b) of the Guarantee and Debenture and as reproduced in Paragraph 3.3(a) or (b) of this Form 395), charges all of its right, title, benefit and interest in and to the Shares and the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first fixed charge

## **4 ASSIGNMENTS**

The Guarantee and Debenture provides that:

**4.1 Assignments** Subject to Clause 4.2 (Non-Assignable Negotiable Instruments) of the Guarantee and Debenture and as reproduced in Paragraph 4.2 of this Form 395, the

Chargor hereby assigns and agrees to assign to the Security Trustee, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for the payment, discharge and performance of all Secured Obligations:

- (a) all of its rights, title, interests (if any) to all proceeds of the Insurances received by the Chargor; and
- (b) (to the extent the same do not fall within any other provision of this Clause 4) all of its rights, title, interest and benefits under any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it,

in each case, together with the benefit of all powers and remedies for enforcing the same.

**4.2 Non-Assignable Negotiable Instruments** To the extent that any such right, title and interest described in Clause 4.1(b) (Assignments) of the Guarantee and Debenture and as reproduced in Paragraph 4.1(b) of this Form 395, is not assignable or capable of assignment:

- (a) the assignment thereof purported to be effected by Clause 4.1(b) (Assignments) of the Guarantee and Debenture and as reproduced in Paragraph 4.1(b) of this Form 395, shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the relevant Chargor may derive therefrom or be awarded or entitled to in respect thereof, with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations; and
- (b) the Chargor shall hold the benefit of any such right, title and interest on trust for the Security Trustee.

## **5 FLOATING CHARGE**

The Guarantee and Debenture provides that:

**5.1 Creation of Floating Charge** The Chargor, as owner with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and by way of a first floating charge, charges in favour of the Security Trustee (as agent and trustee for the Secured Parties) as continuing security for the payment, discharge and performance of the Secured Obligations, all its undertaking, property, assets and rights whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged pursuant to Clause 3 (Fixed Charges) or Clause 4 (Assignments) of the Guarantee and Debenture (the “Floating Charge Assets”).

**5.2** The Floating Charge created by the Guarantee and Debenture is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## **6 RESTRICTIONS ON DEALING**

The Guarantee and Debenture provides that:

**6.1 Restrictions on Dealing** The Chargor undertakes that, except as permitted under the terms of the Guarantee and Debenture or any other Finance Document it will not:

- (a) create or permit to subsist any Security over all or any of its assets, rights or property other than (i) Security created pursuant to the Guarantee and Debenture or any other Finance Document or (ii) Permitted Security; or
- (b) lease, sell, transfer, assign or otherwise dispose of or agree to lease, sell, transfer, assign or otherwise dispose of, all or any part of its assets, rights or property, including the Charged Assets or any interest therein.

## **7 FURTHER ASSURANCES**

The Guarantee and Debenture provides that:

**7.1** The Chargor has covenanted that it will, at its own expense from time to time, execute and give all such assurances and do all acts and things as the Security Trustee may require or consider desirable under the laws of any jurisdiction governing the Charged Assets to enable the Security Trustee to perfect or protect the security intended to be created hereby over the Charged Assets or any part thereof or to facilitate the sale of the Charged Assets or any part thereof or the exercise by the Security Trustee of any of the rights, powers, authorities and discretions vested in it or any Receiver of the Charged Assets or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the Security Trustee or in the names of its nominee, agent or any purchaser.

## **8 RECEIVER**

The Guarantee and Debenture provides that:

**8.1 Appointment of Receiver** At any time after the security constituted by the Guarantee and Debenture becomes enforceable in accordance with its terms or if an application is made for the appointment of or notice is given of intention to appoint an administrator in respect of the Chargor or if requested by the Chargor, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Charged Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred.

Seckloe 260 Limited (the “**Chargor**”)  
Company Number 5385634

**SCHEDULE**

**PART I**

**MORTGAGED PROPERTY**

None listed at the date of the Seckloe Deed of Accession

Seckloe 260 Limited (the “**Chargor**”)  
Company Number 5385634

**SCHEDULE**

**PART II**

**INTELLECTUAL PROPERTY RIGHTS**

None listed at the date of the Seckloe Deed of Accession

Seckloe 260 Limited (the “Chargor”)  
Company Number 5385634

**SCHEDULE**

**PART III**

**CHARGED SHARES**

<b>Issuer</b>	<b>Name of Chargor</b>	<b>Type of Shares</b>	<b>Number</b>	<b>Certificate Nos</b>
Whitworths Group Limited	Seckloe 260 Limited	Ordinary shares of 0.01p each	35,836,200	21

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 DATED THE 30th OCTOBER 2006 AND CREATED BY SECKLOE 260 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th NOVEMBER 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES