

Company No. 5385634

**THE COMPANIES ACT 1985 (as amended)**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**SECKLOE 260 LIMITED**

THURSDAY



A02 \*AXGFDKDC\* 09/11/2006 262  
COMPANIES HOUSE

We, the undersigned, being all the members of Seckloe 260 Limited (the “**Company**”) who at the date of these resolutions have the right to attend and vote at an Extraordinary General Meeting of the Company, resolve, in accordance with regulation 53 of Companies (Tables A to F) Regulations 1985 (as amended) (as incorporated in the Company’s Articles of Association) as follows and agree that the following resolutions shall, for all purposes be as valid and effective as if they had been passed as Special Resolutions at an Extraordinary General Meeting of the Company duly convened and held:

- 1 That the Memorandum of Association be amended by the addition of the following paragraph as paragraph 3(xx) to be inserted immediately following paragraph 3(x) and prior to paragraph 3(y):

“To the extent that the same is permitted by law, to give financial assistance for the purpose of the acquisition of shares in the Company and/or in any company which is for the time being the Company’s holding company as defined in Section 736 of the Companies Act 1985 and to give such assistance by any means howsoever permitted by law.”

- 2 **THAT** the Articles of Association be amended by:

- 2.1 inserting a new Article 6.7

“The Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such a transfer is made in respect of any shares that have been charged by way of security to a bank or financial institution, a subsidiary or a subsidiary undertaking of that bank or financial institution, or the nominee of any such chargee (a “**Secured Party**”) and the Directors shall immediately register any such transfer of shares upon receipt and furthermore,

notwithstanding anything to the contrary in these Articles, no shares in the Company to be transferred or proposed to be transferred to a Secured Party shall be required to be offered to the shareholders for the time being of the Company and no such shareholder shall have any right under these Articles or otherwise to require such shares to be transferred to them for valuable consideration or otherwise.”

**2.2** inserting a new Article 6.8 under the heading “**Lien**” stating:

“Any lien on any shares (whether part or fully paid) which the Company has shall not apply in respect of any shares that have been charged by way of security to a Secured Party and Regulation 8 of Table A shall be modified accordingly.”

**3** **THAT** subject to compliance with the requirements of sections 155 to 158 of the Companies Act 1985, the giving by the Company of financial assistance (as defined by sections 151 and 152 of the Companies Act 1985) be and is hereby approved in connection with the following documents in the form available for inspection by the shareholders of the Company:

- (a) an accession agreement to the Revolving Credit Facility Agreement (“**Revolving Credit Facility Accession Agreement**”), pursuant to which the Company will accede to the Revolving Credit Facility Agreement as a borrower;
- (b) a deed of accession to the Guarantee and Debenture (the “**Guarantee and Debenture Accession Deed**”), pursuant to which the Company will accede to the Guarantee and Debenture;
- (c) a deed of accession to the Security Trust Deed (the “**Security Trust Deed Accession Deed**”) appointing ECAS S.à.r.l. as security trustee;
- (d) an intra-group loan agreement (the “**Intra-Group Loan Agreement**”) pursuant to which the Company will make available to the Purchaser intra-group loan facilities;
- (e) the certificates and other documents to be delivered by the Company pursuant to the terms of the Revolving Credit Facility Agreement (together the “**Conditions Precedent Documents**”);
- (f) statutory declarations together with all appendices thereto (the “**Statutory Declarations**”) in the form prescribed under Section 156 of the Act to be made by all of the Directors of the Company on form 155(6)a in relation to the financial assistance proposed to be given by the Company and on form 155(6)b in relation to the financial assistance proposed to be given by each relevant subsidiary of the Company;

- (g) financial projections for the Group (as defined in the Term Loan Facility Agreement) (the “**Projections**”); and
- (h) such further or other assignments, transfers, charges, mortgages or other real or personal security over any of its assets (whether or not pursuant to the further assurance provisions in Appendix 3 to the Statutory Declarations,

whereas:

“**Guarantee and Debenture**” means the guarantee and debenture whereby the Purchaser guarantees the repayment of the Secured Obligations (as defined therein) to the Secured Parties (as defined therein), creates legal mortgages and first fixed and floating charges over all or substantially all of its respective property and undertaking in favour of ECAS S.à.r.l. as security trustee for the Secured Parties and covenants that it will on demand pay and discharge the Secured Obligations.

“**Purchaser**” means Whisky Bidco Limited as purchaser of the entire issued share capital of the Company.

“**Revolving Credit Facility**” means the £5,000,000 revolving credit facility to be made available to the Purchaser pursuant to a facility agreement to be entered into between the ECAS S.à.r.l. as lender and the Purchaser as borrower.

“**Security Trust Deed**” means the security trust deed appointing ECAS S.à.r.l. as security trustee in respect of the Transaction Security Documents (as defined therein) including the Guarantee and Debenture.

“**Term Loan Facility Agreement**” means the facility agreement to be entered into between ECAS S.à.r.l. as lender and the Purchaser as borrower.

- 4 The Revolving Credit Facility Accession Agreement, the Guarantee and Debenture Accession Deed, the Security Trust Deed Accession Deed, the Intra-Group Loan Agreement, the Conditions Precedent Documents, the Statutory Declarations, the Projections and the documents referenced at paragraph 3(h) being the “**Financial Assistance Documents**”.
- 5 This resolution shall have effect notwithstanding any provision of the Company’s Articles of Association.
- 6 The Financial Assistance Documents were available for inspection and the statutory declarations and auditors reports were supplied to each member of the Company at or before the time this resolution was passed.

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Gary Vintary

Dated: 30 October 2006

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David Pratt

D PRATT A/  
FULLY AUTHORIZED  
ATTORNEY

Dated: 30 October 2006

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Ian Woodhead

Dated: 30 October 2006

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Vincent Andrew

Dated: 30 October 2006

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Timothy Shears

Dated: 30 October 2006

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James Caslin

Dated: 30 October 2006

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David Smith

Dated: 30 October 2006

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Martin Rome

Dated: 30 October 2006

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For and on behalf of  
Barrington House Nominees Limited

Dated: 30 October 2006