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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

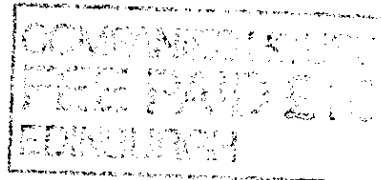
410

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

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985



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

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

For official use

Company number

[131 /]

SC014456

Name of company

Kyndal Spirits Limited

* insert full name
of company

Date of creation of the charge (note 1)

22 February 2002

Description of the instrument (if any) creating or evidencing the charge (note 1)

Standard Security

Amount secured by the charge

The Secured Obligations as defined in Paper Apart 1

Names and addresses of the persons entitled to the charge

Westdeutsche Landesbank Girozentrale

London Branch, Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA

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

Dickson Minto W.S.
11 Walker Street
Edinburgh
EH3 7NE
kyn.1dd

A060/014/MJG/PGS/PTA

For official use
Charges Section

Post room



SCT
COMPANIES HOUSE

SV15P80V

0136
27/02/02

Short particulars of all the property charged.

Please do not
write in
this margin

See Paper Apart 2

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

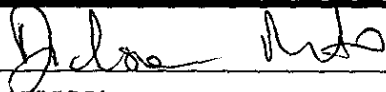
N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed



Date 26/02/2002

On behalf of [company] [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

† delete as
appropriate

This is Paper Apart 1 relative to the attached Form 410

DEFINITIONS

“Bonding Agreements” means:

- (a) the £12,200,000 bonding agreement dated the date hereof among the Company, as borrower and the Bonding Bank and any cross-guarantee, netting arrangement or counter-indemnity referred to therein or entered into by the Company or any member of the Group in connection with such bonding agreement; and
- (b) any replacement and/or additional bonding agreement entered into by an Obligor and a Bonding Bank; *provided that* the face amount of any such replacement and/or additional agreements (when aggregated with the principal amount outstanding under the agreement referred to in paragraph (a)) shall not exceed £15,000,000 in principal amount aggregate at any time outstanding.

and **“Bonding Agreement”** means any of them.

“Bonding Banks” means:

- (c) Barclays Bank PLC, solely in its capacity as bank under the Bonding Agreement; and
- (d) any other bank, insurance company or financial institution that provides a bond to HM Customs and Excise or Intervention Board for Agricultural Produce (or, in each case, a similar person) at the request of an Obligor, which has entered into a Deed of Accession in accordance with this Deed,

and **“Bonding Bank”** means any of them.

“Bonding Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors (or any of them) to a Bonding Bank under or arising out of or in connection with the Bonding Agreements (or any of them).

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London, England and Glasgow, Scotland.

“the Company” means Kyndal International Limited (registered number SC221954);

“Deed of Accession” means:

- (e) in respect of an assignee or transferee of a Secured Party, a deed of accession in the form set out in Schedule 2 (*Secured Party Deed of Accession*); and
- (f) in respect of the Target, the Target Subsidiaries, any subsidiary of the Company (other than the Issuer), a deed of accession in the form set out in Schedule 1 (*Obligor Deed of Accession*).

“Deed of Appointment” means a deed of appointment in the form set out in Schedule 3 (*Deed of Appointment*).

“Discharge Date” means the date when (a) no Obligor has any liability, actual or contingent, to any Secured Party under any Finance Document and (b) no Secured Party has any liability, actual or contingent, under any Finance Document.

“Encumbrance” means, as to any person:

- (g) a mortgage, charge, pledge, standard security, assignation, floating charge, lien or other encumbrance (however described in any relevant jurisdiction) securing any obligation of such person;
- (h) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to such person; or
- (i) any other type of preferential arrangement (including any title transfer and retention arrangement) the effect of which is to give a creditor in respect of Indebtedness for Borrowed Money (as defined in the Senior Facility Agreement) a preferential position in relation to any asset of such person on any insolvency proceeding of such person.

“Enforcement Proceeds” means:

- (j) all receipts and recoveries by the Security Trustee (or by any other person which are properly paid over to the Security Trustee) on behalf of the Secured Parties or any of them:
 - (i) pursuant to, upon enforcement of or in connection with the Security;
 - (ii) without prejudice to paragraph (i) above, in respect of all representations, warranties, covenants, guarantees, indemnities and other contractual rights of the Security Trustee or any Secured Party made or granted in or pursuant to any Finance Document; and
- (k) all other moneys which are by the terms of the Finance Document to be applied in accordance with this Deed in payment to one or more Secured Parties, including

amounts to be paid to the Security Trustee under Clauses 3.3 (*Filing of Claims*), 3.4 (*Distributions*) and 7.6 (*Recoveries*); and

- (l) the proceeds of any claim by any party to this Deed against the providers of any of the Reports (as defined in the Senior Facility Agreement) arising out of any of such Reports or any omission or inaccuracy in such Reports,

but excluding, in each case, all such receipts, recoveries and moneys properly receivable by the Security Trustee for its own account.

“Facility Agent” means WestLB, solely in its capacity as facility agent under the Senior Facility Agreement, its successors in title and each successor facility agent appointed from time to time under the Senior Facility Agreement.

“Finance Documents” means:

- (i) the Finance Documents referred to in the Senior Facility Agreement;
- (ii) the Finance Documents referred to in the Mezzanine Facility Agreement;
- (iii) the Revolving Facility Agreements;
- (iv) the Bonding Agreements;
- (v) the Hedging Agreements;
- (vi) the Security Documents;
- (vii) this Deed; and
- (viii) all agreements between the Issuer and an Obligor.

“Floating Charge” means each floating charge dated on or after the date hereof granted by an Obligor in favour of the Security Trustee.

“Guarantee and Debenture” means each guarantee and debenture dated on or after the date hereof granted by an Obligor in favour of the Security Trustee.

“Hedging Agreements” means:

- (m) the agreement dated the date hereof in the form of the ISDA Master Agreement and confirmation thereto entered into between the Company and the Hedging Bank; and
- (n) any replacement or additional hedging agreement entered into by an Obligor and a Hedging Bank.

“Hedging Banks” means:

- (o) WestLB, solely in its capacity as a party to the Hedging Agreement and its successors in title; and
- (p) any other bank or financial institution that enters into an interest rate swap with an Obligor which has entered into a Deed of Accession in accordance with this Deed.

“Hedging Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors (or any of them) to a Hedging Bank under or arising out of or in connection with the Hedging Agreements (or any of them).

“Intercompany Obligations” means all present and future liabilities (actual or contingent) payable or owing by any Obligor to any other Obligor under any loan or financial facility including (a) the Intra-Group Loan Agreement dated today’s date between the Company, the Target and the Target Subsidiaries and (b) the Intercompany Loan dated the date hereof between the Company and the Target.

“Invergordon Property” means the distillery, warehouse and blending property owned by the Target and known as the Invergordon Distillery located at Cottage Brae, Invergordon, Ross-shire and extending to approximately 80 acres, including all fixed plant, machinery and equipment thereon.

“Invergordon Charge” means the floating charge and standard security over the Invergordon Property in favour of Meadfine.

“the Issuer” means Kyndal Finance Limited (a Cayman Island company) as issuer.

“Meadfine” means Meadfine Limited, a company organised under the laws of England.

“Mezzanine Enforcement Event” means the service by the Mezzanine Lender of a notice under Clause 22.6 (*Acceleration and Cancellation*) of the Mezzanine Facility Agreement pursuant to an event of default under Clause 22 of the Mezzanine Facility Agreement.

“Mezzanine Facility Agreement” means subordinated mezzanine facility agreement dated the date hereof among the Company (as borrower), the Mezzanine Lender and the Security Trustee.

“Mezzanine Lenders” means Meadfine Limited, solely in its capacity as a mezzanine lender under the Mezzanine Facility Agreement, its successors in title and each transferee or assignee of its rights under the Mezzanine Facility Agreement that enters into a Deed of Accession in accordance with this Deed, and **“Mezzanine Lender”** means any of them.

“Mezzanine Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors (or any of them) to the Mezzanine Lenders under or arising out of or in connection with the Mezzanine Facility Agreement and related Finance Documents.

“Obligors” means the Company, the Target, the Target Subsidiaries, any other subsidiary of the Company (other than the Issuer and a subsidiary of the Target whose only asset is a lease of the Invergordon Property) and all other persons that sign a Deed of Accession in the form of Schedule 1 and **“Obligor”** means any of them.

“Party” means a party to this Deed.

“Permitted Debt Payments” means payments required to be made in accordance with the Finance Documents but excluding prepayments of Tranche A under the Mezzanine Facility Agreement other than from the net proceeds of the issuance of Financial Indebtedness (excluding Financial Indebtedness under the Revolving Facility Agreements).

“Priority Obligations” means, collectively, the Senior Obligations, the Securitisation Obligations, the Bonding Obligations, the Hedging Obligations and the Revolving Obligations.

“Receiver” means an administrative receiver, receiver and manager or other receiver.

“Recovery” means any amount received, recovered or realised by a Secured Party (other than the Mezzanine Lenders by virtue of enforcement of the Invergordon Charge) at any time after the acceleration of any of the Secured Obligations or enforcement of Security in or towards the discharge or satisfaction of the Secured Obligations or any part of it, whether as a result of the enforcement of the Security, the exercise of any right of set-off or combination of accounts, the making of any claim against the providers of any of the Reports, or otherwise, except amounts received pursuant to and applied in accordance with the provisions of Clause 7 (*Application of Enforcement Proceeds*).

“Revolving Facility Agreements” means:

- (q) the overdraft facility agreement dated on or about the date hereof between the Company, the Revolving Lender and the Security Trustee and any cross-guarantee, netting arrangement or counter-indemnity referred to therein or entered into by the Company or any member of the Group in connection with such overdraft facility agreement; and
- (r) any replacement revolving credit or overdraft facility agreement entered into between an Obligor, the Security Trustee and a bank or financial institution; *provided that* the face amount of any such replacement agreements shall not exceed £10,000,000 in principal amount aggregate at any time outstanding.

and **“Revolving Facility Agreement”** means any of them

“Revolving Lenders” means:

- (s) Barclays Bank PLC, solely in its capacity as a lender under the Revolving Facility Agreement, its successors in title and each transferee or assignee of its rights and obligations under the Revolving Facility Agreement that enters into a Deed of Accession in accordance with this Deed, and **“Revolving Lender”** means any of them; and
- (t) any other bank or financial institution that enters an agreement described in paragraph (b) of the definition above of Revolving Facility Agreements and enter into a Deed of Accession in accordance with this Deed.

“Revolving Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors to the Revolving Lenders under or arising out of or in connection with a Revolving Facility Agreement.

“Secured Obligations” means the Senior Obligations, the Revolving Obligations, the Hedging Obligations, the Bonding Obligations, the Mezzanine Obligations and the Securitisation Obligations, or any of them.

“Secured Parties” means the Facility Agent, the Security Trustee, the Mezzanine Lenders, the Revolving Lenders, the Bonding Banks, the Hedging Banks, the Senior Lenders and the Issuer and **“Secured Party”** means any of them.

“Securitisation Date” means the date when WestLB gives notice to the Company that the Securitisation Date has occurred.

“Securitisation Facility” has the meaning given to it in the Senior Facility Agreement.

“Securitisation Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors (or any of them) to the Issuer from time to time.

“Security” means the Encumbrances and guarantees created by the Security Documents.

“Security Documents” means:

- (i) each Floating Charge;
- (ii) each Guarantee and Debenture;
- (iii) each Share Pledge;
- (iv) each Standard Security;

- (v) each Stock Pledge;
- (vi) this Deed; and
- (vii) all other Encumbrances over the assets of Obligors securing amounts outstanding under the Finance Documents,

but excluding any Encumbrances over assets of a subsidiary of the Company which is not an Obligor.

“Security Rights” means:

- (u) the Encumbrances from time to time constituted by or pursuant to, or evidenced by, the Security Documents;
- (v) all representations, warranties, covenants, guarantees, indemnities and other contractual rights of the Security Trustee or any Secured Party made or granted in or pursuant to any Finance Document;
- (w) all rights vested by law in the Security Trustee by virtue of its so acting in relation to any Finance Document; and
- (x) all rights to make demands, bring proceedings or take any other action in respect of any of the documents, rights and interests referred to in (a), (b) and (c) above,

except any of the same given solely in favour of the Security Trustee for its own benefit.

“Security Trustee” means WestLB, solely in its capacity as security trustee under the Finance Documents, its successors in title and each successor security trustee appointed from time to time under this Deed.

“Senior Enforcement Event” means:

- (y) the delivery to the Company by the Facility Agent of a notice under Clause 22.25 (*Acceleration and Cancellation*) of the Senior Facility Agreement; or
- (z) after the Securitisation Date, the delivery to the Security Trustee by the Issuer of a notice that a Senior Enforcement Event has occurred.

“Senior Facility Agreement” means the senior secured credit facility agreement dated on or about the date hereof among the Company, as borrower, WestLB as arranger, the Facility Agent, the Security Trustee and the Senior Lenders.

“Senior Lenders” means WestLB, solely in its capacity as lender under the Senior Facility Agreement, its successors in title and each transferee or assignee of its rights and

obligations under the Senior Facility Agreement that enters into a Deed of Accession in accordance with this Deed, and **“Senior Lender”** means any of them.

“Senior Obligations” means all obligations and liabilities (whether present or future, actual or contingent, as principal or surety and whether severally or jointly) of the Obligors (or any of them) to the Senior Lenders, the Facility Agent, the Arranger and the Security Trustee under or arising out of or in connection with the Senior Facility Agreement or any related Finance Document.

“Share Pledge” means each share pledge granted by an Obligor in favour of the Security Trustee pursuant to clause 4.3 of the Guarantee and Debenture granted by such Obligor.

“Standard Security” means each standard security granted by an Obligor in favour of the Security Trustee pursuant to clause 4.4 of the Guarantee and Debenture granted by such Obligor.

“Stock Pledge” means the pledge and assignation of consignments of whisky stocks dated on or about the date hereof granted by the Company in favour of the Security Trustee and each supplemental or further pledge and assignation of whisky stocks granted pursuant thereto.

“subsidiary” has the meaning given to it in the Senior Facility Agreement.

“Target” means JBB (Greater Europe) Limited (to be renamed Kyndal Spirits Limited), a limited liability company organised under the laws of Scotland with registered number SC014456.

“Target Subsidiaries” mean:

- (aa) Wauchope Moodies & Company Limited
- (bb) W & S Strong Limited
- (cc) WMB Realisations Limited
- (dd) Whyte & MacKay Limited
- (ee) Whyte & MacKay Distillers Limited
- (ff) Watson & Middleton Limited
- (gg) Tamnavulin - Glenlivet Distillery Company Limited
- (hh) The Sheep Dip Whisky Company Limited
- (ii) Ronald Morrison & Co. Limited
- (jj) Pentland Bonding Company Limited

- (kk) John E Mcpherson & Sons Limited
- (ll) Charles Mackinlay & Company Limited
- (mm) Longman Distillers Limited
- (nn) Loch Glass Distilling Company Limited
- (oo) Leith Distillers Limited
- (pp) Kensington Distillers Limited
- (qq) Jarvis Halliday & Company Limited
- (rr) Invergordon Gin Limited
- (ss) Hay & Macleod Limited
- (tt) Grey Rogers & Co. Limited
- (uu) GPS Realisations Limited
- (vv) Glentalla Limited
- (ww) Glayva Liqueur Limited
- (xx) Fettercairn Distillery Limited
- (yy) Ewen & Company Limited
- (zz) Edinburgh Scotch Whisky Company Limited
- (aaa) Dalmore Distillers Limited
- (bbb) Bruce & Company (Leith) Limited
- (ccc) Dalmore, Whyte & MacKay Limited
- (ddd) Isle of Jura Distillery Company Limited
- (eee) William Muir Limited
- (fff) The Invergordon Distillers Limited
- (ggg) Invergordon Distillers (Holdings) Limited
- (hhh) The Invergordon Distillers Group Limited; and
- (iii) Tullibardine Distillery Limited

(ggg) Invergordon Distillers (Holdings) Limited

(hhh) The Invergordon Distillers Group Limited; and

(iii) Tullibardine Distillery Limited

“Trust Property” means the Security Rights and the Enforcement Proceeds.

“WestLB” means Westdeutsche Landesbank Girozentrale, London Branch.

Paper Apart 2 to Form 410

The Sub-Lease between Kyndal Property Limited and the Kyndal Spirits Limited dated Sixth February Two thousand and Two and about to be recoded in the General Register of Sasines of the subjects ALL and WHOLE (Primo) ALL and WHOLE the farm and lands of Blackpark in the Burgh of Invergordon, Parish of Rosskeen and County of Ross and Cromarty extending to sixty three acres or thereby being the subjects more particularly described in and disposed by and delineated and shown outlined in pink on the plan annexed and signed as relative to the Disposition granted by the Trustees of the Deceased Robert Bruce Aeneas Macleod of Cadboll in favour of the Provost, Magistrates and Councillors of the Burgh of Inverness dated 15th and 17th November 1920 and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on 2nd July 1921; under exception of (First) that plot or area of ground lying in the said Burgh, Parish and County containing two hundred and sixty eight decimal or one thousandth parts of an acre or thereby more particularly described in and disposed by Disposition by the said Invergordon Property Investments Limited with consent of The Invergordon Distillers Limited and The Board of Trade in favour of The North of Scotland Hydro Electric Board dated 4th and 13th May and 6th June and recorded in the said Division of the General Register of Sasines on 23rd June all in the year 1966 and (Second) ALL and WHOLE that plot or area of ground lying in the said Burgh, Parish and County containing nineteen decimal or one thousandth parts of an acre more particularly described in and disposed by Disposition by Invergordon Property Investments Limited in favour of the North of Scotland Hydro Electric Board date 23rd May 1972 and recorded in the said Division of the General Register of Sasines on 14th May 1973; and (Secundo) ALL and WHOLE that part of the subjects known as The Hutments Ground, lying in the said Burgh, Parish and County extending to twenty acres and five hundred and ninety decimal or one thousandth parts of an acre or thereby Imperial Measure (but which measurement is not guaranteed) being the subjects particularly bounded and described in and delineated in red and coloured pink on the plan annexed and signed as relative to the Disposition granted by the Commissioners for executing the Office of the Lord High Admiral of the United Kingdom of Great Britain and Ireland with consent thereinmentioned in favour of The Invergordon Distillers Limited dated 23rd August and 6th November, both in the year 1960 and recorded in the said Division of the General Register of Sasines on 29th June 1961 but excepting therefrom ALL and WHOLE (First) that area or piece of ground lying in the said Burgh, Parish and County extending to twenty eight square metres or thereby and being the subjects more particularly described in and disposed by the Disposition by the said The Invergordon Distillers Limited in favour of North of Scotland Hydro-Electric Board dated 23rd September and 1st October and recorded in the said Division of the General Register of Sasines on 17th October, all in the year 1975; (Second) that area or piece of ground lying in the said Burgh, Parish and County containing eight hundred and sixty six square metres or thereby being the subjects more particularly described in and disposed by the Disposition by the said The Invergordon Distillers Limited with consent of Comben Homes (Grampian) Limited in favour of Simon Clark dated 10th and 18th December 1975 and recorded in the said Division of the General Register of Sasines on 19th January 1976; (Third) that

area or piece of ground lying in the said Burgh, Parish and County being the subjects more particularly described in and disposed by the Feu Disposition by the said The Invergordon Distillers Limited with consent of the said Comben Homes (Grampian) Limited in favour of John Kydd Clark dated 26th September and 3rd October 1975 and recorded in the said Division of the General Register of Sasines on 27th February 1976; (Fourth) that plot or area of ground lying in the said Burgh, Parish and County being the subjects more particularly described in and disposed by the said The Invergordon Distillers Limited with consent of the said Comben Homes (Grampian) Limited in favour of Roderick James MacGregor dated 31st December 1977 and recorded in the said Division of the General Register of Sasines on 28th January 1977; and (Fifth) that plot or area of ground lying in the said Burgh, Parish and County being the subjects more particularly described in and disposed by the Disposition by the said The Invergordon Distillers Limited in favour of Comben Land Holdings Limited dated 13th and recorded in the said Division of the General Register of Sasines on 25th, both days of January 1977 and (Sixth) ALL and WHOLE that area or piece of ground extending to seventy two and one half Square metres lying in the said Burgh, Parish and County and being the subjects more particularly described and disposed by The Invergordon Distillers Limited in favour of British Gas plc dated 8th September 1994 and recorded in the said Division of the General Register of Sasines on 18th October 1994; TOGETHER WITH (One) the whole servitude rights and others specified in the Disposition by North of Scotland Hydro-Electric Board in favour of The Invergordon Distillers Limited dated 3rd March 1989 and recorded in the said Division of the General Register of Sasines on 15th February 1989; (Two) the teinds, parsonage and vicarage of the said subjects insofar as Kyndal Spirits Limited has right thereto; (Three) the whole houses, buildings and erections thereon (so far as belonging to Kyndal Spirits Limited); (Four) the fittings and fixtures in the said houses, buildings and erections (so far as belonging to Kyndal Spirits Limited); (Five) free ish and entry to the said lands and buildings by the existing roads and ways at present used for the purpose of access thereto in so far as Kyndal Spirits Limited has right thereto; (Six) the shooting, fishing and sporting rights over the said lands and others so far as Kyndal Spirits Limited has right thereto (Seven) the whole parts, pendicles and pertinents of and all rights and privileges attached to the said lands and others; and (Eight) Kyndal Spirits Limited's whole right, title and interest therein and thereto

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 14456

I hereby certify that a charge created by

KYNDAL SPIRITS LIMITED

on 22 FEBRUARY 2002

for securing

ALL SUMS DUE IN TERMS OF THE SENIOR OBLIGATIONS, THE
REVOLVING OBLIGATIONS, THE HEDGING OBLIGATIONS, THE BONDING
OBLIGATIONS, THE MEZZANINE OBLIGATIONS AND THE
SECURITISATION OBLIGATIONS

in favour of

WESTDEUTSCHE LANDESBANK GIROZENTRALE LONDON BRANCH

was delivered pursuant to section 410 of the Companies Act, 1985,
on 27 FEBRUARY 2002

Given at Companies House, Edinburgh
28 FEBRUARY 2002



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC014456 CHARGE: 31

| (1) Date of Registration | (2) Serial Number of Document on File | (3) Date of Creation of each Charge and Description thereof | (4) Date of the aquisition of the Property | (5) Amount secured by the Charge £ | (6) Short Particulars of the Property Charged | (7) Names of the Persons entitled to the Charge |
|--------------------------------|---|--|--|--|--|---|
| 27/02/2002 | | 22/ 2/02 STANDARD SECURITY | | ALL SUMS DUE IN TERMS OF THE SENIOR OBLIGATIONS, THE REVOLVING OBLIGATIONS, THE HEDGING OBLIGATIONS, THE BONDING OBLIGATIONS, THE MEZZANINE OBLIGATIONS AND THE SECURITISATION OBLIGATIONS | THE SUB-LEASE BETWEEN KYNDAL PROPERTY LIMITED AND THE KYNDAL SPIRITS LIMITED DATED 6 FEBRUARY 2002 OVER THE FARM AND LANDS OF BLACKPARK IN THE BURGH OF INVERGORDON, PARISH OF ROSSKEEN AND COUNTY OF ROSS AND CROMARTY | WESTDEUTSCHE LANDESBANK GIROZENTRALE LONDON BRANCH |

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC014456 CHARGE: 31

| (8) | (9) | (10) | (11) | (12) | | |
|---|--|---|---------------------------|----------|---------------------|------------------------|
| In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge. | In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it. | Amount or rate per cent of the Commission Allowance or discount | Memoranda of Satisfaction | Receiver | | |
| | | | | Name | Date of Appointment | Date of Cessing to act |
| | | | | | | |