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COMPANIES FORM No. 410(Scot)

410

Particulars of a charge created by a company registered in Scotland

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

COMPANIES HOUSE
FEE PAID £10
EDINBURGH

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

[123]

SC014456

Name of company

* Kyndal Spirits Limited

* insert full name
of company

Date of creation of the charge (note 1)

23rd October 2001

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

Standard Security

Amount secured by the charge

The payment and discharge of all monies and liabilities whatsoever
constituted the Secured Obligations.

See Paper Apart 1 for Definitions of Secured Obligations.

Names and addresses of the persons entitled to the charge

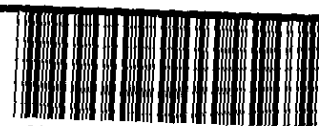
Westdeutsche Landesbank, Girozentrale, London Branch, Woolgate Exchange, 25
Basinghall Street, London, EC2V 5HA

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

Dickson Minto W.S.
11 Walker Street
Edinburgh
DX 199
JBB19.LFD
A60/14/MJG/PGS/PTA

For official use
Charges Section

Post room



SCT SR6KS5LR 0042
COMPANIES HOUSE 08/11/01

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

Signed Dickson Auto Date 6.11.01
On behalf of [company] [chargee]†

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

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 Obligor (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.

This is Paper Apart 2 relative to the attached Form 410

ALL and WHOLE In the First Place ALL and WHOLE that area or piece of ground extending to Two acres, Eighteen poles and Twenty six yards as thereby lying in the Parish of Fettercairn and in the County of Kincardine coloured red and sepia on the plan marked "A" annexed and subscribed as relative to and in particular described (First) in a Disposition by Albert Charles Gladstone in favour of Fettercairn Distillery Limited dated Fifth and recorded in the Division of the General Register of Sasines for the County of Kincardine Fourteenth, both days of April Nineteen hundred and Thirty eight (hereinafter referred to as "the said Disposition"): In the Second Place the following heritable and irredeemable wayleaves and rights of servitude; (Primo) a right of wayleave for a six inch drain pipe as existing at Fifth April Nineteen hundred and Thirty eight marked and delineated by a dotted brown line from the point marked "A" to the point marked "B" on the said Plan "A" and (Secundo) a right of wayleave for the open lade coloured blue on said Plan "A" from the point marked "C" to the point marked "D" thereon and for the underground continuation of said lade from the point marked "D" to the point marked "J" on the said plan "A"; which lands over or through which the said wayleaves and rights of servitudes are above described In The Second Place are parts and portions of the lands and estate of Fasque lying in the Parish of Fettercairn and in the County of Kincardine and are the subjects disposed by and particularly described (Second) in the said Disposition; In The Third Place (Primo) ALL and WHOLE that area or piece of ground extending to three roods, fifteen poles, four yards or thereby delineated and partly coloured blue with the ground surrounding the same enclosed within lines coloured black or red and marked "Dam No. 1" on the plan marked "C" annexed and subscribed as relative to the said Disposition; (Secundo) ALL and WHOLE that area or piece of ground extending to thirty one poles, twenty four yards or thereby partly coloured blue with the ground surrounding the same enclosed within lines coloured black or red and marked "Dam No. 2" on said Plan "C"; and (Tertio) ALL and WHOLE those two pieces of ground extending respectively to one rood, twenty one poles five yards or thereby and two roods, thirteen poles and twenty two yards or thereby as delineated and partly coloured blue with the ground surrounding the same respectively enclosed within the lines coloured black or red and marked respectively "Dam No. 3" and "Dam No 4" on the said Plan "C" which subjects hereinbefore described In the Third Place (Primo), (Secundo) and (Tertio) lying in the Parish of Fettercairn and County of Kincardine are the subjects disposed in and more particularly described (Third) (Primo), (Secundo) and (Tertio) in the said Disposition; In the Fourth Place the following heritable and irredeemable wayleaves and rights of servitude, namely (Primo) a right to take and use the water supplies as existing at Twenty fifth July Nineteen hundred and Thirty eight used for power purposes for the subjects In the First Place hereinbefore described (without guarantee as to the quantity of said water) by means of the lades marked and delineated by blue lines on the Plan "B" also annexed and signed as relative to

the said Disposition with a right of Wayleave for said lades through or over the ground through which the same run and (Secundo) a right to take and use the water supplies existing at said last mentioned date for domestic purposes for the subjects In the First Place hereinbefore described (without guarantee as to the quantity or quality of said water) by means of the pipes marked and delineated by dotted lines coloured partly brown and partly blue on said Plan "B" with a right of wayleave for said pipes through the ground in which the same are laid, which lands over or through the said Wayleaves and rights of servitude are above granted In the Fourth Place are part and portion of the said lands and estate of Fasque and lying and described as before specified in the said Parish of Fettercairn and County of Kincardine; Which servitude and wayleaves are the subjects disposed by and particularly described (Fourth) in the said Disposition; In the Fifth Place ALL and WHOLE that area of ground at Fettercairn delineated and coloured pink on the plan annexed and subscribed by Sir Albert Charles Gladstone of Fasque and Balfour in the County of Kincardine, Baronet, heritable proprietor of the said lands and estates of Fasque as relative to a Feu Charter granted by him in favour of Fettercairn Distillery Limited dated Twenty ninth December Nineteen hundred and Fifty and recorded in said Division of the General Register of Sasines Eighteenth January, Nineteen hundred and Fifty one extending said area of ground to two roods thirty three square poles and six square yards or thereby Imperial Standard Measure being the subjects in the County of Kincardine described in and disposed by the said Feu Charter by Sir Albert Charles Gladstone in favour of Fettercairn Distillery Limited dated and recorded as aforesaid; TOGETHER WITH (One) the whole buildings and other erections thereon as Fettercairn, Distillery, Distillery Road, Fettercairn; (Two) all fittings and fixtures therein and thereon (Four) all pertinents, rights and privileges effeiring thereto and (Five) Kyndal Spirits Limited's whole right, title and interest, present and future, therein and thereto (the **Security Subjects**)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 14456

I hereby certify that a charge created by

KYNDAL SPIRITS LIMITED

on 23 OCTOBER 2001

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of WESTDEUTSCHE LANDESBANK GIROZENTRALE

was delivered pursuant to section 410 of the Companies Act, 1985,
on 8 NOVEMBER 2001

Given at Companies House, Edinburgh
9 NOVEMBER 2001



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



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: 23

(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
08/11/2001		23/10/01 STANDARD SECURITY		ALL SUMS DUE, OR TO BECOME DUE	PIECE OF GROUND EXTENDING TO 2 ACRES, 18 POLES AND 26 YARDS AS THEREBY LYING IN THE PARISH OF FETTERCAIRN, KINCARDINE	WESTDEUTSCHE LANDESBANK GIROZENTRALE

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: 23

(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 Ceasing to act