

MG01s

Particulars of a charge created by a company registered in Scotland



A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is for**
You cannot use this form to register
particulars of a charge created by a company
registered in England, Wales or Northern Ireland.
If you are creating a charge in Scotland and
this, please use form MG01s.

WEDNESDAY



SRJJ9XC3

SCT

07/09/2011

292

COMPANIES HOUSE

base

uk

1 Company details

Company number S C 0 1 4 4 5 6

Company name in full WHYTE AND MACKAY LIMITED (the "Chargor")

For official use 83

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 5 m 0 m 8 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Standard Security by the Chargor in favour of the Security Agent (as defined below) (the "Charge")

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured

~~Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Senior Creditor under any Senior Finance Document, except for any obligation which, if it were so included, would result in the Charge contravening any law (including section 678 or section 679 of the Companies Act 2006) (the "Secured Liabilities").~~

ALL SUMS DUE...

Continuation page

Please use a continuation page if
you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name

Please see continuation page headed 'Short particulars of all the

Address

property charged'. 10/F York House, The Landmark,

15 Queen's Road Central, Hong Kong

Postcode

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Name

Address

Postcode

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Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

Please see continuation page entitled "Short particulars of all of the property charged".

Capitalised terms appearing in this Form MG01s and continuation pages shall have the meaning ascribed thereto under the heading DEFINITIONS on the continuation page entitled "Short particulars of all of the property charged".

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① 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.

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

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Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

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Signature^②

Please sign the form here.

Signature

Signature

X *James Edgar for Jordies LLP* X

^②Signature

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name BS.MXM.DLG.RAB6.1

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX DX ED10

Telephone 0131 228 3777



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>MORTGAGEE OR PERSON ENTITLED TO THE CHARGE</p> <p>Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch as agent and trustee for the other Finance Parties (the "Security Agent")</p> <p>1. SECURITY</p> <p>1.1 In security of the payment, discharge and performance of all the Secured Liabilities the Chargor granted the Charge in favour of the Security Agent over ALL and WHOLE the Security Subjects being:</p> <p>ALL and WHOLE In the First Place ALL and WHOLE those two areas of ground extending to Five acres and Ninety eight decimal or one hundredth parts of an acre or thereby and Nineteen decimal or one hundredth parts of an acre or thereby respectively part of the Estate of Jura on the Island of Jura in the County of Argyll being the subjects In the First Place and In the Second Place under exception more particularly described in, disposed by and shown delineated partly in red and partly in blue and coloured pink on the plan annexed and executed as relative to Disposition by Francis Anthony Riley Smith in favour of Isle of Jura Distillery Company Limited dated Second and recorded in the Division of the General Register of Sasines applicable to the County of Argyll on Tenth both days of July Nineteen hundred and sixty two; In the Second Place ALL and WHOLE that area of ground extending to One hundred and Nineteen square yards or thereby lying in the village of Craighouse, Island of Jura in the County of Argyll being the subjects more particularly described in, disposed by and shown coloured pink on the plan annexed and executed as relative to the Disposition by William Riley Smith in favour of Miss Janet McLean dated Twentieth and recorded in the said Division of the General Register of Sasines Thirty first both days of January Nineteen hundred and forty nine; In the Third Place ALL and WHOLE that plot or area of ground part of the Estate of Jura in the County of Argyll extending to One acre and Ninety seven decimal or one hundredth parts of an acre or thereby being the subjects more particularly described in, disposed by and shown coloured pink on the plan annexed and executed as relative to Feu Disposition by Frank Anthony Riley Smith in favour of Isle of Jura Distillery Company Limited dated Ninth August and recorded in the said Division of the General Register of Sasines on Eighth September both months in the year Nineteen hundred and Seventy two; In the Fourth Place ALL and WHOLE that plot or area of ground part of the Estate of Jura in the County of Argyll extending to Twenty seven decimal or one hundredth parts of an acre or thereby being the subjects more particularly described in, disposed by and shown delineated in red and coloured pink on the plan annexed and executed as relative to the Feu Disposition by Francis Anthony Riley Smith in favour of Isle of Jura Distillery Company Limited dated Twenty fourth June and recorded in the said Division of the General Register of Sasines on Fifth July both months in the year Nineteen hundred and Seventy four; and In the Fifth Place ALL and WHOLE that area of ground at Craighouse in the Island of Jura and County of Argyll and more particularly described in and disposed by Disposition by Andrew Veitch in favour of Isle of Jura Distillery Company Limited dated Twenty third February and recorded in the said Division of the General Register of Sasines for the County of Argyll on Eighth March Nineteen hundred and sixty two; Together with (One) the whole buildings and other erections thereon at Craighouse Distillery, Jura; (Two) all fittings and fixtures therein and thereon (Three) all pertinents, rights and privileges effering thereto and (Four) the Chargor's whole right, title and interest,</p>	

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Short particulars	<p>present and future, therein and thereto (the "Security Subjects").</p> <p>1.2 The Security Agent holds the benefit of the Charge on trust for the Senior Creditors.</p> <p>2. ACQUISITIONS</p> <p>(a) The Chargor undertook in the Charge that if it acquires any heritable or long lease property in Scotland after the date of the Charge, it must:</p> <p>(i) notify the Security Agent immediately;</p> <p>(ii) immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a standard security and if applicable an assignation of rents in favour of the Security Agent in respect of such heritable or long lease property in any form which the Security Agent may require, acting reasonably; and</p> <p>(iii) supply the Security Agent with such information or confirmations as it reasonably requires in order for such standard security to be registered or as applicable recorded at Registers of Scotland against such heritable or long lease property.</p> <p>If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a standard security over it, the Chargor will not be required to perform that obligation unless and until it has obtained such landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.</p> <p>3. PRESERVATION OF SECURITY</p> <p>3.1 Continuing security</p> <p>The Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.</p> <p>3.2 Additional security</p> <p>The Charge is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Creditor and no prior security held by any Senior Creditor (in its capacity as such or otherwise) over the Security Subjects will merge into the Security.</p>	

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Short particulars	<p>Please give the short particulars of the property charged.</p> <p>DEFINITIONS</p> <p>In this Form MG01s and continuation pages the following words shall have the following meanings:</p> <p>"Accession Agreement" means an agreement, substantially in the form set out in Schedule 8 (Form of Accession Agreement) of the Facility Agreement, with such amendments as the Facility Agent and the Borrower may agree.</p> <p>"Additional Guarantor" means a member of the Group which becomes a Guarantor in accordance with Clause 28.7 (Additional Guarantors) of the Facility Agreement.</p> <p>"Administrative Party" means an Arranger, the Facility Agent or the Security Agent.</p> <p>"Arrangers" means Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch, Standard Chartered Bank, State Bank of India and ICICI Bank Limited, Singapore Branch as mandated lead arrangers.</p> <p>"Borrower" means USL Holdings (UK) Limited (registered number 06127302).</p> <p>"Existing Facility Agreement" means the £355,000,000 credit facility agreement dated 28 September 2007 between, among others, United Spirits (Great Britain) Limited, Whyte and Mackay Group Limited, ICICI Bank UK Plc, Bank of Scotland Plc, ICICI Bank Canada, ICICI Bank, Singapore Branch and ICICI Bank Eurasia.</p> <p>"Existing Hedging Agreement" means any master agreement, confirmation, schedule or other agreement, entered into by the Existing Hedging Banks with United Spirits (Great Britain) Limited or Whyte and Mackay Group Limited for hedging liabilities and/or risks in connection with the Existing Facility Agreement.</p> <p>"Existing Hedging Bank" means a counterparty to any Existing Hedging Agreement which is or has become a party to the Intercreditor Agreement as an "Existing Hedging Bank" in accordance with the provisions of the Intercreditor Agreement.</p> <p>"Facilities" means a credit facility made available under the Facility Agreement.</p> <p>"Facility Agent" means Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch.</p> <p>"Facility Agreement" means the £370,000,000 facilities agreement dated 25 July 2011 between, among others, the Original Obligor, the Original Lenders, the Facility Agent and the Security Agent.</p>	

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Short particulars	<p>"Fee Letter" means:</p> <p>(a) any letter or letters dated on or about the date of the Facility Agreement between one or more Administrative Parties and the Borrower setting out any of the fees referred to in the Facility Agreement; and</p> <p>(b) any agreement setting out any fees payable to a Finance Party referred to in the Facility Agreement or under any Finance Document.</p> <p>"Finance Document" means:</p> <p>(a) the Facility Agreement;</p> <p>(b) the Mandate Letter;</p> <p>(c) the Intercreditor Agreement;</p> <p>(d) the Indian Security Trust Agreement;</p> <p>(e) any Security Document;</p> <p>(f) any Fee Letter;</p> <p>(g) any Accession Agreement;</p> <p>(h) and Existing Hedging Agreement;</p> <p>(i) any New Hedging Agreement; or</p> <p>(j) any other document designated as a "Finance Document" by the Facility Agent and the Borrower.</p> <p>"Finance Party" means a Lender, an Administrative Party, the Indian Security Trustee, an Existing Hedging Bank or a New Hedging Bank.</p> <p>"Group" means USL and its Subsidiaries.</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor.</p> <p>"Indian Security Trust Agreement" means an agreement entered into or to be entered into between, among others, the Borrower, USL, the Finance Parties and the Indian Security Trustee in relation to the appointment of the Indian Security Trustee.</p> <p>"Indian Security Trustee" means Unit Trust of India Investment Advisory Services Limited.</p>	

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Short particulars	<p>"Intercreditor Agreement" means:</p> <p>(a) the intercreditor agreement dated on 28 July 2011, and made between, among others, the Original Obligors, the Original Lenders, the Security Agent, the Facility Agent and the Existing Hedging Banks; and</p> <p>(b) any intercreditor agreement or (as applicable) ranking agreement to be entered into by the trustee of the W&M Pensions Scheme in accordance with clause 20.24 (Pension schemes) of the Facility Agreement.</p> <p>"Lender" means:</p> <p>(a) any Original Lender; and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 28 (changes to the Parties) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement.</p> <p>"Mandate Letter" means the mandate letter dated 10 March 2011 as amended and restated by a supplemental mandate letter dated 8 April 2011 between, among others, the Arrangers and the Borrower.</p> <p>"New Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a New Hedging Bank with an Obligor for hedging liabilities and/or risks in connection with the Facilities.</p> <p>"New Hedging Bank" means any person which is or has become, a party to the Intercreditor Agreement as a "New Hedging Bank" in accordance with the provisions of the Intercreditor Agreement.</p> <p>"Obligor" means the Borrower, a Guarantor or any member of the Group that creates or expresses to create security under any Security Document.</p> <p>"Original Guarantor" means each of the entities listed in Schedule 1 of the Facility Agreement.</p> <p>"Original Lender" means each of the entities listed in Schedule 1 of the Facility Agreement.</p> <p>"Original Obligor" means the Borrower, an Original Guarantor or USL Holdings.</p> <p>"Security" means any Security Interest created, evidenced or conferred under the Charge.</p>	

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Short particulars	<p>Please give the short particulars of the property charged.</p> <p>"Security Document" means:</p> <p>(a) each document referred to under the heading "Security Documents" in Schedule 3 (Conditions Subsequent) of the Facility Agreement;</p> <p>(b) each Supplemental Stock Pledge Agreement; and</p> <p>(c) any other document evidencing or creating security to secure any obligation of any Obligor to a Finance Party under the Finance Documents.</p> <p>"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, assignation in security, hypothecation or security interest or any other agreement or arrangement having a similar effect.</p> <p>"Senior Creditor" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Senior Finance Document" means a Finance Document as defined in the Facility Agreement.</p> <p>"Stock Pledge Agreement" means the stock pledge agreement entered into or to be entered into among Whyte and Mackay Limited, Whyte and Mackay Warehousing Limited and the Security Agent.</p> <p>"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership, and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.</p> <p>"Supplemental Stock Pledge Agreement" shall have the meaning given to it in the Stock Pledge Agreement.</p> <p>"USL" means United Spirits Limited, a company incorporated under the laws of India with company number L01551KA1999PLC024991 and having its registered office at UB Tower, 24 Vittal Malliya Road, UB City, Bangalore- 560 001, Karnataka, India.</p> <p>"USL Holdings" means USL Holdings Limited, a BVI Business Company incorporated under the laws of the British Virgin Islands (registered number 1385373).</p> <p>"W&M Pensions Scheme" means the Whyte and Mackay Pensions Scheme.</p> <p>Any capitalised term appearing in this Form MG01s and continuation pages and not defined shall have the meaning given to it in the Charge, the Facility Agreement or the Intercreditor Agreement (as applicable).</p>	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 14456
CHARGE NO. 83

I HEREBY CERTIFY THAT A CHARGE CREATED BY WHYTE
AND MACKAY LIMITED

ON 25 AUGUST 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF COOPERATIEVE CENTRALE RAIFFEISEN -
BOERENLEENBANK B.A.

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 7 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES