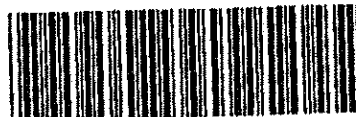


MG01s

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**COMPANIES HOUSE**

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

**X What this form is NOT for**  
You cannot use this form to register particulars of a mortgage or charge created by a company in England and Wales or Northern Ireland. To do this, please use form MG01.

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.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

7	3
---	---

→ 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	<sup>d</sup> 1	<sup>d</sup> 5	<sup>m</sup> 0	<sup>m</sup> 8	<sup>y</sup> 2	<sup>y</sup> 0	<sup>y</sup> 1	<sup>y</sup> 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	Bond and Floating Charge 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").

Continuation page

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

**MG01s**

Particulars of a charge created by a company registered in Scotland

**5****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.

**Continuation page**

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

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

--	--	--	--	--	--	--	--	--	--

Name

Address

Postcode

--	--	--	--	--	--	--	--	--	--

**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".

# MG01s

Particulars of a charge created by a company registered in Scotland

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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 ●

(a) Except as may be agreed by the Security Agent in advance, and subject to Section 464(2) of the Companies Act 1985, the Security shall rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Security Agent, and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge created by the Charge.

(b) If the Chargor creates, incurs, assumes or permits to subsist any Security Interest in breach of Clause 4 of the Charge (replicated at paragraph (c) below) then the Charge shall rank in priority to any such Security Interest.

(c) The Chargor may not:

(i) create or allow to exist any Security Interest on any of its Security Assets; or

(ii) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

except as expressly allowed under or pursuant to the Finance Documents. To be clear, these restrictions apply to any Intellectual Property held by the Chargor.

● 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.

# MG01s

Particulars of a charge created by a company registered in Scotland

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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.

10

## Signature

Please sign the form here.

Signature

Signature

X *June S. La Boudies LLP* X

### Signature

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

# MG01s

Particulars of a charge created by a company registered in Scotland



## 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.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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

<b>6</b>	<b>Short particulars of all the property charged</b>
	Please give the short particulars of the property charged.
Short particulars	<p><b>MORTGAGEE OR PERSON ENTITLED TO THE CHARGE</b></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><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Charge:</p> <p>(i) is created in favour of the Security Agent;</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Liabilities; and</p> <p>(iii) is made with absolute warrandice.</p> <p>(b) The Security Agent holds the benefit of the Charge on trust for the Senior Creditors.</p> <p><b>1.2 Floating charge</b></p> <p>(a) The Chargor granted in favour of the Security Agent a floating charge over all the Security Assets.</p> <p>(b) The floating charge created under the Charge may not be converted into a fixed charge solely by reason of:</p> <p>(i) the obtaining of a moratorium; or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p style="padding-left: 40px;">under section 1A to the Insolvency Act.</p> <p>(c) The floating charge created under the Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.</p> <p><b>2. LAND</b></p> <p><b>2.1 Acquisitions</b></p> <p>(a) The Chargor undertook in the Charge that if it acquires any freehold or leasehold property after the date of this Charge it must:-</p> <p>(i) notify the Security Agent immediately;</p>

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

(ii) immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require, acting reasonably;

(iii) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of such legal mortgage; and

(iv) if applicable, ensure that such legal mortgage is correctly noted in the Register of Title against that title at H.M. Land Registry (as applicable).

(b) 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:

(i) notify the Security Agent immediately;

(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 assignment 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

(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.

(c) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage or as applicable 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.

### 3. INVESTMENTS

As soon as possible after its acquisition of any certificated shares, stocks, debentures, bonds, warrants, coupons and other securities and investments ("Investments") the Chargor:

(a) must immediately deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to that Investment; and

(b) must promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent acting reasonably in order to enable the transferee to be registered as the owner or otherwise obtain title to the Investment; this includes:

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>(i) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and</p> <p>(ii) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent.</p> <p>4. WHEN SECURITY BECOMES ENFORCEABLE</p> <p>4.1 Timing</p> <p>In addition to any statutory right to appoint a Receiver or administrator under the Insolvency Act 1986 or otherwise, the Security will become immediately enforceable and the Security Agent may appoint an administrator or a Receiver if an Event of Default is outstanding and the Security Agent gives notice to the Chargor that the Security is enforceable.</p> <p>4.2 Enforcement</p> <p>After the Security has become enforceable, the Security Agent may in its absolute discretion enforce the Security in any manner it sees fit or as the Majority Senior Creditors direct.</p> <p>5. PRESERVATION OF SECURITY</p> <p>5.1 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>5.2 Additional security</p> <p>(a) 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.</p> <p>(b) No prior security held by any Senior Creditor (in its capacity as such or otherwise) over any Security Asset will merge into the Security.</p> <p>6 RELEASE</p> <p>At the end of the Security Period, the Security Agent must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from the Security.</p>



# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p><b>DEFINITIONS</b></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>"Event of Default" means an event specified as such in clause 21 (Default) of the Facility Agreement.</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 Obligors, the Original Lenders, the Facility Agent and the Security Agent.</p>

**MG01s - continuation page**  
Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
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 this 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>	

**MG01s - continuation page**  
Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Intellectual Property" means:</p> <p>(a) any patents, trade marks, brands, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and equivalent interests or rights, whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets listed in paragraph (a) above of each member of the Group.</p> <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&amp;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>"Majority Senior Creditors" has the meaning given to it in the Intercreditor 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>	

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<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>"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Charge or otherwise.</p> <p>"Security" means any Security Interest created, evidenced or conferred under the Charge.</p> <p>"Security Assets" means the whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor.</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>"Security Period" means the period beginning on the date of the Charge and ending on the Senior Debt Discharge Date.</p> <p>"Senior Creditor" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Senior Debt Discharge Date" 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>

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"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 Mallya Road, UB City, Bangalore- 560 001, Karnataka, India.

"USL Holdings" means USL Holdings Limited, a BVI Business Company incorporated under the laws of the British Virgin Islands (registered number 1385373).

"W&M Pensions Scheme" means the Whyte and Mackay Pensions Scheme.

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).



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 14456  
CHARGE NO. 73**

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

**ON 15 AUGUST 2011**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF COOPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK BA**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 26 AUGUST 2011**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 30 AUGUST 2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

