

MR01
Particulars of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

X What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at:
www.companieshouse.gov.uk

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

WEDNESDAY



SCT

S34HPFPI

26/03/2014

COMPANIES HOUSE

#129

		90	For official use
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All fields are mandatory unless specified or indicated by *

Charge creation date	^d 1	^d 9	^m 0	^m 3	^y 2	^y 0	^y 1	^y 4
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Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name _____

Name _____

Name _____

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

Please see continuation page entitled "particulars of charge"

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X - *James S. Jones* for Indies LLP X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ACG.JAS.STA162.7.21122648

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country UNITED KINGDOM

DX ED10

Telephone 0131 656 0036



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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



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 mortgage or charge filed on paper.

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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Particulars of a charge

4	Description
	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.</p>
Description	<p>Intellectual property</p> <p>a) Whyte and Mackay Limited charged by way of a first fixed charge, all of its rights in respect of all of its Material IP Rights including without prejudice to the foregoing, the following:</p> <p>i. any present or future right of Whyte and Mackay Limited to sue for damages or any other remedy in respect of any past, present or future infringement by any person whatsoever of any Material IP Rights; and</p> <p>ii. any present or future right of Whyte and Mackay Limited to apply for, prosecute and obtain patent, registered design, registered copyright or any other registration or protection throughout the world in respect of any Material IP Rights.</p> <p>DEFINED TERMS</p> <p>Capitalised terms appearing in this Form MR01 and continuation pages and not otherwise defined on this form shall have the following meanings:</p> <p>"Chargor" means Whyte and Mackay Limited (SC014456).</p> <p>"Facility Agreement" means the £370,000,000 facility agreement dated 13 March 2014 between (among others) the Chargor, the other Original Obligor, the Original Lenders, the Facility Agent and the Security Agent.</p> <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 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>"Material IP Rights" means any Intellectual Property which relates to the assets, business or activities of any member of the Whyte and Mackay Group where such assets, business or activities, directly or indirectly, generate a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in a jurisdiction: (i) as listed in Schedule 1 (Material IP Rights) of the Security Agreement (Charge over Material IP Rights) as reproduced in the attached Paper Apart; and (ii) any other Intellectual Property</p>

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Description

that qualifies as Material IP Rights in accordance with paragraph (i) above and which are charged by the Chargor in favour of the Security Agent in accordance with Clause 13.2 (Future Material IP Rights) of the Security Agreement (Charge over Material IP Rights).

Capitalised terms appearing in this Form MR01 and continuation pages and not defined on this form shall have the meanings ascribed to them in the Security Agreement (Charge over Material IP Rights) or Facility Agreement as appropriate.


WHYTE AND MACKAY LIMITED (SC014456)

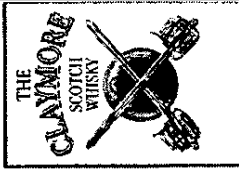
PAPER APART TO FORM MR01 re: SECURITY AGREEMENT (CHARGE OVER MATERIAL IP RIGHTS)

, LIST OF MATERIAL IP RIGHTS ANNEXED AT SCHEDULE 1 TO THE SECURITY AGREEMENT (CHARGE OVER MATERIAL IP RIGHTS) CREATED

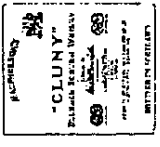
19 MARCH 2014

CLAYMORE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App No.	Reg. No.	File No.
CLAYMORE	Chinese Characters	Whyte and Mackay Limited	China	33	REGISTERED		06-Nov-2015		788783	33292A
CLAYMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168318	002168318	CL100-
CLAYMORE	Word	Whyte and Mackay Limited	International	33	REGISTERED	04-Jul-2011	04-Jul-2021	1085790	1085790	CL156.WO.01
			Japan	33	REGISTERED	04-Jul-2011		1085790	1085790	CL156.JP.01
			Russia	33	REGISTERED	29-Feb-2012		1085790	1085790	CL156.RU.01
CLAYMORE	Word	Whyte and Mackay Limited	Iraq	33	PENDING	25-Jul-2011		59597		CL155.IQ.01
CLAYMORE	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30-Oct-1890	30-Oct-2022	151505	151505	CL133-
			Germany	33	REGISTERED	15-Nov-1984	15-Nov-2014	3315233WZ	1077696	33293E
	Label	Whyte and Mackay Limited								



Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12-Aug-1988	12-Aug-2015		1354635	33293-


CLUNY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
CLUNY	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	22-Jul-2004	22-Jul-2014	003946696	003946696	0C169-
CLUNY	Word	Whyte and Mackay Limited	United States	33	REGISTERED	14-Nov-2005	10-Apr-2017	78/753323	3227047	101001.US.01
	Label	Whyte and Mackay Limited	United States	33	REGISTERED	06-Dec-1965	25-Jul-2017	72/237634	0832757	02965A

DALMORE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
DALMORE	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	22-Dec-1987	22-Dec-2018		478768	DA112-
DALMORE	Word	Whyte and Mackay Limited	Brazil	35 (33)	REGISTERED	06-Jun-1989	07-May-2021		814886035	DA130-
DALMORE	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED		07-Jan-2022	042831	008161	DA114-
DALMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	14-Mar-2001	14-Mar-2021	002141356	002141356	DA106-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
DALMORE	Word	Whyte and Mackay Limited	Indonesia	33	PENDING	03-Oct-2011		D002011038838		DA147.ID.01
DALMORE	Word	Whyte and Mackay Limited	International	33	REGISTERED	10-Feb-2011	10-Feb-2021	1070884	1070884	DA144.WO.01
			Belarus	33	PENDING	10-Feb-2011		1070884		DA144.BY.01
			Japan	33	PENDING	24-Jul-2013		1070884		DA144.JP.01
			Kazakhstan	33	PENDING	10-Feb-2011		1070884		DA144.KZ.01
			Israel	33	REGISTERED	04-Jul-2011		1070884	1070884	DA144.IL.01
DALMORE	Word	Whyte and Mackay Limited	Malaysia	33	REGISTERED	07-Jul-2011	07-Jul-2021	2011012486	2011012486	DA145.MY.01
DALMORE	Word	Whyte and Mackay Limited	Paraguay	33	REGISTERED	06-Jul-2011	28-Nov-2022	1127874	372543	DA146.PY.01
DALMORE	Word	Whyte and Mackay Limited	Russia	33	REGISTERED	07-Aug-2008	07-Aug-2018	2008725223	396922	DA141.RU.01
DALMORE	Word	Whyte and Mackay Limited	Singapore	33	REGISTERED	05-Jul-2007	05-Jul-2017	T0714978J	T0714978J	DA140.SG.01
DALMORE	Word	Whyte and Mackay Limited	South Korea	6 (33)	REGISTERED		22-Nov-2014		302344	DA110-
DALMORE	Word	Whyte and Mackay Limited	Switzerland	33	REGISTERED	23-Dec-1996	23-Dec-2016		439514	DA131-
DALMORE	Word	Whyte and Mackay Limited	Taiwan	17 (33)	REGISTERED		15-Jun-2014	645599	645599	DA125-
DALMORE	Word	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503206	68267	DA133-
DALMORE	Word	Whyte and Mackay Limited	United States	33	REGISTERED	05-Jul-1960	28-Mar-2021	72/100274	0713269	DA107-
DALMORE	Word	Whyte and Mackay Limited	Venezuela	33	REGISTERED	21-Nov-2005	17-Jul-2016	25566-05	P-272780	DA135-
DALMORE	Word	Whyte and Mackay Limited	Vietnam	33	REGISTERED	04-Oct-2004	04-Oct-2014	4-2004-10558	71918	DA132-
	Word and Device	Whyte and Mackay Limited	China	33	REGISTERED		19-Sep-2016		263409	33596A
										
大摩	Chinese Characters	Whyte and Mackay Limited	China	33	REGISTERED	13-Oct-2009	06-Dec-2020	7754244	7754244	113528.CN.01
達多	Chinese Characters	Whyte and Mackay Limited	Taiwan	33	REGISTERED		15-Jun-2014		794073	33678A
THE DALMORE	Words	Whyte and Mackay Limited	India	33	REGISTERED	28-May-2008	28-May-2018	1692362	1692362	106390.IN.01
	Words and Device	JBB (Greater Europe) PLC	Switzerland	33	REGISTERED	18-Apr-1989	18-Apr-2019		372203	32889B

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device, Words and Device	Whyte and Mackay Limited	United States	33	REGISTERED	02-May-1990	24-Sep-2021	74/054909	1658463	32889A
THE DALMORE	Words	Whyte and Mackay Limited	India	33	REGISTERED	28-May-2008	28-May-2018	1692362	1692362	106390.IN.01

FETTERCAIRN

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
FETTERCAIRN	Word	Kyndal Spirits Limited	European Community	33	REGISTERED	08-Feb-1999	08-Feb-2019	001081215	001081215	32952-

GLAYVA

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLAYVA	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	08-Oct-1985	08-Oct-2016	434378	434378	OP101-
GLAYVA	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	28-Jan-1983	17-Feb-2029	497983	287937	OP104-
GLAYVA	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168557	002168557	OP127-
GLAYVA	Word	Whyte and Mackay Limited	New Zealand	33	REGISTERED	18-Sep-1985	18-Sep-2016	161066	161066	OP110-
GLAYVA	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30-Dec-1982	30-Dec-2023	1187774	1187774	OP100-
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	Canada	33	REGISTERED	19-Jul-2010	15-Feb-2028	1489062	TMA843442	110720.CA.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	International	33	REGISTERED	15-Jul-2010	15-Jul-2020	1047999	1047999	110720.WO.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	Australia	33	REGISTERED	15-Jul-2010		1047999	1047999	110720.AU.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	15-Jul-2010		1047999	1047999	110720.EM.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	United States	33	REGISTERED	15-Jul-2010	28-Jun-2016	1047999	1047999	110720.US.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	New Zealand	33	REGISTERED	16-Jul-2010	16-Jul-2020	827364	827364	110720.NZ.01
GLAYVA: THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	United Kingdom	33	PENDING	30-Mar-2009	30-Mar-2019	2512427C	2512427C	110720.GB.01

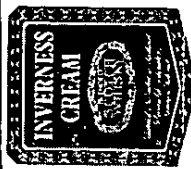
GLENFOYLE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLENFOYLE	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	14-Sep-2007	14-Sep-2017	006279781	006279781	04087.EM.01

HIGHLAND PRIDE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
HIGHLAND PRIDE	Words	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	17-Dec-2001	17-Dec-2021	002513497	002513497	04098Q

INVERNESS CREAM

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	Norway	33	REGISTERED	22-Nov-1974	24-Jul-2015	0094472	0094472	04103B

JAMES DOWELL

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JAMES DOWELL	Word	Whyte and Mackay Limited	Colombia	33	REGISTERED	08-Jul-2011	29-Dec-2021	11085629	439875	32667.CO.01

JOHN BARR

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JOHN BARR	Word	Whyte and Mackay Limited	Brazil	33	REGISTERED	06-Jul-2011		831110155		32679.BR.01
JOHN BARR	Stylised Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	27-Jan-1995	15-Jul-2016	53888	269-96	32653C
JOHN BARR	Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	13-Oct-2006	07-Aug-2017	176589	5654-07	32679.EC.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JOHN BARR	Words	Whyte and Mackay Limited	Nigeria	33	PENDING	11-Oct-2011	11-Oct-2018	F/TM/2011/16344		32679.NG.01
JOHN BARR	Word	Whyte and Mackay Limited	Peru	33	REGISTERED	05-Jul-2011	02-Nov-2021	460437	00181252	32679.PE.01
JOHN BARR	Words	Whyte and Mackay Limited	Russia	33	REGISTERED	26-Oct-1998	26-Oct-2018	98717130	187785	32679J
JOHN BARR	Words	Whyte and Mackay Limited	Taiwan	33	REGISTERED	12-Oct-2006	30-Jun-2017	095051180	1269387	32679.TW.01
JOHN BARR	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	26-May-1982	26-May-2023	1175679	1175679	32679-
JOHN BARR	Words	Whyte and Mackay Limited	United States	33	REGISTERED	09-Feb-2010	18-Sep-2017	77/931913	4208213	32679.US.01
JOHN BARR	Word	Whyte and Mackay Limited	Venezuela	33	REGISTERED	15-Jul-2011	26-Jul-2027	12283-11	319276	32679.VE.02
JOHN BARR. THE BEST SCOTCH WHISKY, BARR NONE	Words	Whyte and Mackay Limited	United States	33	REGISTERED	10-Jan-2011	16-Oct-2017	85/213821	4223989	117345.US.01

JURA

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
ISLE OF JURA	Words	Whyte and Mackay Limited	Canada	(33)	REGISTERED	30-Apr-1979	23-May-2025	438980	245323	01103-
ISLE OF JURA	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	13-Mar-2001	13-Mar-2021	002141299	002141299	01137-
ISLE OF JURA	Words	Whyte and Mackay Limited	Japan	33	REGISTERED	03-Feb-1975	31-Oct-2018	50-012153	1355120	01110-
ISLE OF JURA	Words	Whyte and Mackay Limited	Russia	33	REGISTERED	21-Sep-2007	21-Sep-2017	2007729981	365234	01153.RU.01
ISLE OF JURA	Words	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503203	68265	01141-
ISLE OF JURA	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21-Jul-1972	21-Jul-2017	995554	995554	01100-
ISLE OF JURA	Words	Whyte and Mackay Limited	United States	33	REGISTERED	02-Feb-1996	25-Feb-2017	75/052421	2040242	01135-
ISLE OF JURA SUPERSTITION	Words	Whyte and Mackay Limited	European Community	16 33 35	REGISTERED	27-Sep-2002	27-Sep-2022	002875664	002875664	32687A
ISLE OF JURA SUPERSTITION	Words	Whyte and Mackay Limited	United States	33	REGISTERED	31-Oct-2002	28-Feb-2016	76/465309	3064066	32687B
JURA	Word	Whyte and Mackay Limited	Russia	33	REGISTERED	29-Mar-2011	29-Mar-2021	2011709473	461687	06601.RU.01
JURA ORIGIN	Words	Whyte and Mackay Limited	United Kingdom	33	PENDING	06-Feb-2013		2651081		128744.GB.01

KING ALEXANDER III


21202860v1

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
KING ALEXANDER III	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	31-Oct-2011	31-Oct-2021	2599598	2599598	122392.GB.01

LEGACY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
LEGACY	Word	Whyte and Mackay Limited	European Community	32-33	REGISTERED	02-Oct-2003	02-Oct-2023	003381175	003381175	0L167-

MACKINLAY'S

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
MACKINLAY'S	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	13-Oct-2006	13-Oct-2016	1140818	1140818	0M203.AU.01
MACKINLAY'S	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	20-Feb-1946	20-Feb-2021	189876	023454	0M115-
MACKINLAY'S	Word	Whyte and Mackay Limited	European Community	32-33	REGISTERED	10-Oct-2006	10-Oct-2016	005371125	005371125	0M203.EM.01
MACKINLAY'S	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	27-Jul-1936	27-Jul-2016	570521	570521	0M100-
MACKINLAY'S	Word	Whyte and Mackay Limited	United States	33	REGISTERED	24-Jan-2011	26-Jun-2017	85/224685	4163186	0M204.US.01
	Label	Whyte and Mackay Limited	European Community	32-33	REGISTERED	27-Sep-2006	27-Sep-2016	005340005	005340005	48239.EM.01
MACKINLAY'S: WORTH THE WAIT	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	09-Feb-2011	09-Feb-2021	009722026	009722026	119313.EM.01

OLD MULL

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
OLD MULL	Words	Whyte and Mackay Limited	South Africa	33	REGISTERED	06-Mar-1991	06-Mar-2021		91/1527	32885H
OLD MULL	Words and Device	Whyte and Mackay Limited	South Africa	33	REGISTERED	29-Apr-1992	29-Apr-2022		92/3561	33457A

21202860v1



SCOTTISH EAGLE


Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
SCOTTISH EAGLE	Words	Whyte and Mackay Limited	China	33	REGISTERED	11-Aug-2009	06-Nov-2020	7610383	7610383	33464.CN.01
SCOTTISH EAGLE	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	01-Apr-1995	01-Apr-2015	2016347	2016347	33464-

SHACKLETON'S

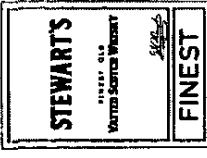
Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
SHACKLETON'S	Word	Whyte and Mackay Limited	European Community	33	REGISTERED	20-Jan-2011	20-Jan-2021	009674367	009674367	119253.EM.01
SHACKLETON'S	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	20-Jan-2011	20-Jan-2021	2569724	2569724	119253.GB.01
SHACKLETON'S WHISKY	Words	Whyte and Mackay Limited	United States	33	REGISTERED	08-Jul-2011	15-Jan-2018	85/366669	4277431	121170.US.01

STAG'S HEAD

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device	Whyte and Mackay Limited	International	33	REGISTERED	23-Apr-2009	23-Apr-2019	1003470	1003470	106339.WO.01
			Australia	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.AU.01
			European Community	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.EM.01
			Norway	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.NO.01
			United States	33	REGISTERED	23-Apr-2009	13-Jul-2015	1003470	1003470	106339.US.01
	Device	Whyte and Mackay Limited	Taiwan	33	REGISTERED	09-Dec-2009	15-Aug-2020	098055070	1425320	106339.TW.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	03-Mar-1994	03-Mar-2021	1564006	1564006	33471-

STEWART'S

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
STEWART'S	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	18-Sep-2003	18-Sep-2023	003358322	003358322	35174-
STEWART'S	Word	Whyte and Mackay Limited	Taiwan	33	REGISTERED	05-Jul-2011	15-Jun-2022	100033711	1523016	35174.TW.01
	Label	Whyte and Mackay Limited	Sweden	33	REGISTERED	18-Jan-1983	30-Sep-2023	8300293	188391	32681B

SUPERSTITION


Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
SUPERSTITION	Word	Whyte and Mackay Limited	European Community	33	REGISTERED	21-Jun-2012	21-Jun-2022	010982825	010982825	125658.EM.01

THE SCOTTISH EAGLE BRAND




Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Chinese Characters	Whyte and Mackay Limited	China	33	PENDING	13-Aug-2009		7616276		113414.CN.01

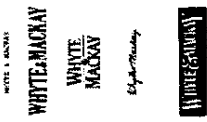
VLADIVAR





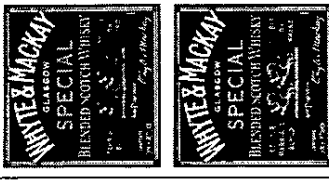
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Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
VLADIVAR	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168367	002168367	VL102-
VLADIVAR	Word	Whyte and Mackay Limited	International	33	REGISTERED	13-Aug-2008	13-Aug-2018	975007	975007	VL147.WO.01
VLADIVAR	Word	Whyte and Mackay Limited	Bahrain	33	PENDING	18-Jan-2012		975007		VL147.BH.01
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	34	REGISTERED	21-Mar-1979	21-Mar-2020	1111449	1111449	VL100-
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	16-May-1961	16-May-2016	820861	820861	VL101-
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12-May-2008	12-May-2018	2487275	2487275	106377.GB.01

WHYTE & MACKAY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	09-Oct-1987	09-Oct-2018	1323789	1323789	33438-
	Colour Label, Series of Marks Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	18-Mar-2008	18-Mar-2018	2482771	2482771	105617.GB.01
	Words	JBB (Greater Europe) PLC	Angola	33	WTG REGN CERT	06-Aug-1997	06-Aug-2017	756/97	005716	WM101-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Canada	(33)	REGD-MUST BE RENEWED	16-Apr-1991	09-Oct-2022	679800	403570	WM107-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	European Community	25 33 35	REGD-MUST BE RENEWED	14-Mar-2001	14-Mar-2021	002141026	002141026	WM140-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	9 30	REGD-MUST BE RENEWED	08-Mar-2010	08-Mar-2020	1932045	1932045	WM153.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	33	REGD-MUST BE RENEWED	19-Jul-2007	19-Jul-2017	1580470	1580470	WM147.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	International	33	REGISTERED	10-Feb-2011	10-Feb-2021	1070179	1070179	WM155.WO.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Iraq	33	REGD-MUST BE RENEWED		22-Mar-2015		31853	WM118-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Japan	33	REGD-MUST BE RENEWED	25-Oct-1985	29-Aug-2018	60-107458	2069882	WM122-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Nigeria	33	ACCEPTED-MUST BE RENEWED	25-Mar-2008	25-Mar-2015	F/TM/2008/2022		WM149.NG.01
WHYTE & MACKAY	Word	Whyte and Mackay Limited	Paraguay	33	REGD-MUST BE RENEWED	06-Jul-2011	30-Apr-2023	1127875	379582	WM156.PY.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Russia	33	REGD-MUST BE RENEWED	28-Apr-2009	28-Apr-2019	2009709700	407039	WM150.RU.01
WHYTE & MACKAY	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	13-Nov-1991	13-Nov-2018	1482559	1482559	33439-
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Apr-2008	18-Apr-2018	2485309	2485309	106072.GB.01
	Colour Label	Whyte and Mackay Limited	India	33	PENDING-MUST BE RENEWED	23-Jun-2009		1832270		110729.IN.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Mar-2008	18-Mar-2018	2482663	2482663	105619.GB.01
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Apr-2008	18-Apr-2018	2485310	2485310	106071.GB.01
	Label	Whyte and Mackay Limited	Brazil	33	ACCEPTED	19-Apr-2006		828331685		44078B
	Label	Whyte and Mackay Limited	European Community	32 33	REGD-MUST BE RENEWED	16-Jan-2006	16-Jan-2016	004838967	004838967	44078A
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	17-Jan-2006	17-Jan-2016	2411263	2411263	44078-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	India	33	REGD-MUST BE RENEWED	19-Jul-2007	19-Jul-2017	1580471	1580471	44078.IN.01
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Australia	33	REGD-MUST BE RENEWED	29-Sep-2004	29-Sep-2014	1022861	1022861	38375F
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Brazil	33	ACCEPTED	24-Jun-2005		827541252		38375N
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Indonesia	33	REGD-MUST BE RENEWED	23-Sep-2004	23-Sep-2014	D0020042847028711	M000073777	38375A
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503204	68266	38375H
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Vietnam	33	REGD-MUST BE RENEWED	04-Oct-2004	04-Oct-2014	4-2004-10555	71715	38375C



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14456

Charge code: SC01 4456 0090

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th March 2014 and created by WHYTE AND MACKAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2014.

Given at Companies House, Edinburgh on 27th March 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

**SECURITY AGREEMENT
(CHARGE OVER MATERIAL IP RIGHTS)**

DATED 19 MARCH 2014

BETWEEN

WHYTE AND MACKAY LIMITED

as Chargor

and

STANDARD CHARTERED BANK

as Security Agent

**This Deed is entered into subject to
the terms of an Intercreditor Agreement
dated 13 March 2014**

*Except for material redacted
pursuant to s.859G of the
Companies Act I certify that
this is a correct copy of
the original document.*

Allen & Overy LLP

21/3/2014

Allen & Overy LLP

1 Bishopsgate

London

E1 6AD

ALLEN & OVERY

Allen & Overy LLP

0013035-0001045 BK:26691476.6

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THIS DEED is dated 19 March 2014

BETWEEN:

- (1) **WHYTE AND MACKAY LIMITED** (Registered number SC014456) (the **Chargor**);
- (2) **STANDARD CHARTERED BANK**, incorporated in England by Royal Charter 1853 of 1 Basinghall Avenue, London EC2V 5DD, United Kingdom, (the **Security Agent**) as agent and trustee for the other Finance Parties (as defined in the Facility Agreement).

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Facility Agreement means the £370,000,000 facility agreement dated 13 March 2014 between (among others) the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent.

Intellectual Property means:

- (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 and equivalent interests or rights, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets listed in paragraph (a) above of each member of the Group.

Material IP Rights means any Intellectual Property which relates to the assets, business or activities of any member of the Whyte and Mackay Group where such assets, business or activities, directly or indirectly, generate a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in a jurisdiction: (i) as listed in Schedule 1 (Material IP Rights); and (ii) any other Intellectual Property that qualifies as Material IP Rights in accordance with paragraph (i) above and which are charged by the Chargor in favour of the Security Agent in accordance with Clause 13.2 (Future Material IP Rights).

Party means a party to this Deed.

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

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 each Senior Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening Section 678 or 679 of the Companies Act 2006.

Security Assets means the Material IP Rights that are the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the Senior Debt Discharge Date.

Senior Creditor has the meaning given to it in the Intercreditor Agreement.

Senior Debt Discharge Date has the meaning given to it in the Intercreditor Agreement.

Senior Finance Document has the meaning given to it in the Intercreditor Agreement.

Supplemental Agreement has the meaning given to it in Clause 13.2 (Future Material IP Rights).

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of Clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed.
- (c)
 - (i) The term **Senior Finance Document** or other document or security includes (without prejudice to any prohibition on amendment) any amendment to any Senior Finance Document or other document or security, including any change in purpose of, any extension or any increase in the amount of any facility or any additional facility; and
 - (ii) the term **this Security** means any security created by this Deed.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Senior Finance Documents and of any side letters between any Parties in relation to any Senior Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Facility Agent considers that an amount paid to a Senior Creditor under a Senior Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

(g) Unless the context otherwise requires, a reference to a Security Asset includes:

- (i) any part of that Security Asset;
- (ii) any proceeds of that Security Asset; and
- (iii) any present and future assets of that type.

2. CREATION OF SECURITY

2.1 General

(a) All the security created under this Deed:

- (i) is created in favour of the Security Agent;
- (ii) is created over the Material IP Rights of the Chargor;
- (iii) is security for the payment of all the Secured Liabilities; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:

- (i) the Chargor must notify the Security Agent promptly;
- (ii) this Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
- (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

(c) The Security Agent holds the benefit of this Deed on trust for the Senior Creditors.

2.2 Intellectual property

(a) The Chargor charges by way of a first fixed charge, all of its rights in respect of all of its Material IP Rights including without prejudice to the foregoing, the following:

- (i) any present or future right of the Chargor to sue for damages or any other remedy in respect of any past, present or future infringement by any person whatsoever of any Material IP Rights; and
- (ii) any present or future right of the Chargor to apply for, prosecute and obtain patent, registered design, registered copyright or any other registration or protection throughout the world in respect of any Material IP Rights.

2.3 Floating charge

(a) The Chargor charges by way of a first floating charge all its Material IP Rights not at any time otherwise effectively charged by way of fixed charge under this Clause.

- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's Material IP Rights specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent acting in good faith considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's Material IP Rights if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS AND WARRANTIES - GENERAL

3.1 Nature of security

Subject to the Legal Reservations, the Chargor represents and warrants to each Senior Creditor that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Each representation and warranty under this Deed is deemed to be repeated by the Chargor on each date on which the representations and warranties are deemed repeated under the Facility Agreement.
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

4. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create or permit to subsist any Security Interest or other third party rights or interests on or over any Security Asset; or
- (b) sell, transfer, licence, lease, part with possession or otherwise dispose of any Security Asset,

except as allowed under or pursuant to the Finance Documents.

5. INTELLECTUAL PROPERTY

5.1 Representations

The Chargor represents to each Senior Creditor that:

- (a) the Material IP Rights are free of any Security Interest (except those created under this Deed) and any other rights or interests (including any licenses) in favour of third parties;
- (b) all Intellectual Property which relates to the assets, business or activities of any member of the Whyte and Mackay Group where such assets, business or activities, directly or indirectly, generate a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in a jurisdiction is charged by it as Material IP Rights under this Deed;
- (c) it is the sole legal and equitable owner (and in respect of assets situated in Scotland or governed by Scots law, the owner) of the Material IP Rights;
- (d) the Chargor has acquired a legal, valid, binding and enforceable assignment of Ultradynamix's rights under an importation agreement between Ultradynamix and Shaw Ross International Importers to distribute the 'Dalmore' brand in the United States of America;
- (e) no stock distribution agreements or contractual commitments to supply stock exist between the Chargor and Ultradynamix in respect of the Dalmore inventory acquired by the Chargor from Ultradynamix;
- (f) so far as it is aware, it does not, in carrying on its business, infringe any Intellectual Property of any third party in any respect, which has or is reasonably likely to have a Material Adverse Effect, nor has it received any written notice of any claims of infringement of any such rights or interests from any third party at any time within the last twelve months;
- (g) so far as it is aware, no Material IP Right owned by it or licensed to it is being infringed nor has it received any written notice within the last twelve months of any threatened infringement of any such Material IP Right;
- (h) all Material IP Rights are valid and enforceable;
- (i) no license of Intellectual Property granted to it can be terminated as a result of entering into this Deed; and
- (j) all renewal fees have been paid in respect of the Material IP Rights.

5.2 Preservation

- (a) The Chargor must comply with the covenants set out in clause 19.19 (Intellectual property rights) of the Facility Agreement.
- (b) The Chargor must:

- (i) where necessary to protect the interest of the Security Agent, update the relevant registers to ensure that the Chargor is correctly reflected as the owner of each Material IP Right;
- (ii) if requested to do so by the Security Agent, at its cost, make entries in any public register of its Material IP Rights which either record the existence and particulars of the transactions effected by this Deed or the restrictions on disposal imposed by this Deed as are required to ensure the validity and effectiveness of the Security created by this Deed in accordance with its terms; and
- (iii) promptly after becoming aware thereof, inform the Security Agent of:
 - (A) any infringement of any part of the Material IP Rights by any person whatsoever; and
 - (B) any full or part cancellation or proceedings (including relating to the invalidity, scope or extent of any part of Material the IP Rights).

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default is outstanding and the Security Agent gives notice to the Chargor that this Security is enforceable.

6.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Senior Creditors direct.

6.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Any restriction imposed by law on the power of sale (including under Section 103 of the Act and Section 93 of the Act does not apply to this Security.

7.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act).

7.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Senior Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Senior Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests the Security Agent in writing at any time.

- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

8.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under Section 109(6) of the Act) will not apply.

8.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Senior Creditor will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and

- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

9.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

9.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

9.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

9.6 Sale of assets

- (a) A Receiver may sell, assign, exchange, license, lease or otherwise dispose of, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

9.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

9.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

9.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

9.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

9.11 Delegation

A Receiver may delegate his powers in accordance with this Deed.

9.12 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

9.13 Protection of assets

A Receiver may:

- (a) effect insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
 - (b) apply for and maintain any Authorisation ; and
 - (c) take other steps or actions to protect or improve the Security Assets,
- in each case as he thinks fit.

9.14 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

10. APPLICATION OF PROCEEDS

Unless otherwise determined by the Security Agent or a Receiver, any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses properly incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in payment to (until the Senior Debt Discharge Date) the Facility Agent for application towards the balance of the Secured Liabilities in accordance with the Intercreditor Agreement; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security and to the terms of the Intercreditor Agreement. This Clause does not prejudice the right of any Senior Creditor to recover any shortfall from the Chargor.

11. EXPENSES AND INDEMNITY

The Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) properly incurred in connection with this Deed by any Senior Creditor, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

12. DELEGATION

12.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

12.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

12.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

13. FURTHER ASSURANCES

13.1 Further actions

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require (acting reasonably) for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed;
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset; or
- (c) creating or perfecting Security in favour of the Security Agent (equivalent to the Security intended to be created by this Deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.

This includes:

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee;
- (ii) the giving of any notice, order or direction and the making of any registration; or
- (iii) the re-execution of this Deed,

which, in any such case, the Security Agent may think necessary (acting reasonably).

13.2 Future Material IP Rights

- (a) Within 30 days of the end of each Financial Year, the Chargor shall review net sales on a per annum and per jurisdiction basis in respect of each asset, product, business or activity on, or in relation to, which any Intellectual Property is being used by the Chargor.
- (b) If any such asset, product, business or activity on, or in relation to, which any Intellectual Property is being used (which is not specified in Schedule 1) generates a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in any one jurisdiction, then subject to the provisions of paragraph (b) of Clause 2.1 (General), the Chargor shall, not later than 60 days after the end of each Financial Year and at its own expense, secure by way of a first fixed charge all such Intellectual Property in favour of the Security Agent by execution of a supplemental agreement in the form provided for in Schedule 1 (Form of Supplemental Agreement) (a **Supplemental Agreement**) together with all necessary corporate authorisations and documents and customary legal opinions.

14. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

15. MISCELLANEOUS

15.1 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Senior Finance Documents.

15.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

15.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Senior Creditor may open a new account with the Chargor.
- (b) If the Senior Creditor does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.

- (c) As from that time all payments made to the Senior Creditor will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

15.4 Time deposits

Without prejudice to any right of set-off any Senior Creditor may have under any other Senior Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Senior Creditor within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Senior Creditor considers appropriate unless that Senior Creditor otherwise agrees in writing.

15.5 Notice of assignment

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the Group and contained in any other Security Document.

16. RELEASE

At the end of the Security Period, the Security Agent must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security.

17. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

18. ENFORCEMENT

18.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Sub clause is for the benefit of the Senior Creditors only. As a result, no Senior Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Senior Creditors may take concurrent proceedings in any number of jurisdictions.



This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

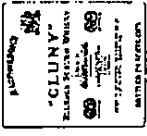
SECURITY ASSETS

MATERIAL IP RIGHTS

CLAYMORE




Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Filing No.
CLAYMORE	Chinese Characters	Whyte and Mackay Limited	China	33	REGISTERED		06-Nov-2015		788783	33292A
CLAYMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168318	002168318	CL100-
CLAYMORE	Word	Whyte and Mackay Limited	International	33	REGISTERED	04-Jul-2011	04-Jul-2021	1085790	1085790	CL156.WO.01
			Japan	33	REGISTERED	04-Jul-2011		1085790	1085790	CL156.JP.01
			Russia	33	REGISTERED	29-Feb-2012		1085790	1085790	CL156.RU.01
CLAYMORE	Word	Whyte and Mackay Limited	Iraq	33	PENDING	25-Jul-2011		59597		CL155.IQ.01
CLAYMORE	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30-Oct-1890	30-Oct-2022	151505	151505	CL133-
			Germany	33	REGISTERED	15-Nov-1984	15-Nov-2014	3315233WZ	1077696	33293E
	Label	Whyte and Mackay Limited								
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12-Aug-1988	12-Aug-2015		1354635	33293-

CLUNY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
CLUNY	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	22-Jul-2004	22-Jul-2014	003946696	003946696	0C169-
CLUNY	Word	Whyte and Mackay Limited	United States	33	REGISTERED	14-Nov-2005	10-Apr-2017	78/753323	3227047	101001.US.01
	Label	Whyte and Mackay Limited	United States	33	REGISTERED	06-Dec-1965	25-Jul-2017	72/237634	0832757	02965A

DALMORE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
DALMORE	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	22-Dec-1987	22-Dec-2018		478768	DA112-
DALMORE	Word	Whyte and Mackay Limited	Brazil	35 (33)	REGISTERED	06-Jun-1989	07-May-2021		814886035	DA130-
DALMORE	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED		07-Jan-2022	042831	008161	DA114-
DALMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	14-Mar-2001	14-Mar-2021	002141356	002141356	DA106-
DALMORE	Word	Whyte and Mackay Limited	Indonesia	33	PENDING	03-Oct-2011		D002011038838		DA147.ID.01
DALMORE	Word	Whyte and Mackay Limited	International	33	REGISTERED	10-Feb-2011	10-Feb-2021	1070884	1070884	DA144.WO.01
			Belarus	33	PENDING	10-Feb-2011		1070884		DA144.BY.01
			Japan	33	PENDING	24-Jul-2013		1070884		DA144.JP.01
			Kazakhstan	33	PENDING	10-Feb-2011		1070884		DA144.KZ.01
			Israel	33	REGISTERED	04-Jul-2011		1070884	1070884	DA144.IL.01
DALMORE	Word	Whyte and Mackay Limited	Malaysia	33	REGISTERED	07-Jul-2011	07-Jul-2021	2011012486	2011012486	DA145.MY.01
DALMORE	Word	Whyte and Mackay Limited	Paraguay	33	REGISTERED	06-Jul-2011	28-Nov-2022	1127874	372543	DA146.PY.01
DALMORE	Word	Whyte and Mackay Limited	Russia	33	REGISTERED	07-Aug-2008	07-Aug-2018	2008725223	396922	DA141.RU.01
DALMORE	Word	Whyte and Mackay Limited	Singapore	33	REGISTERED	05-Jul-2007	05-Jul-2017	T0714978J	T0714978J	DA140.SG.01
DALMORE	Word	Whyte and Mackay Limited	South Korea	6 (33)	REGISTERED		22-Nov-2014		302344	DA110-
DALMORE	Word	Whyte and Mackay Limited	Switzerland	33	REGISTERED	23-Dec-1996	23-Dec-2016		439514	DA131-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
		Mackay Limited								
DALMORE	Word	Whyte and Mackay Limited	Taiwan	17 (33)	REGISTERED		15-Jun-2014	645599	645599	DA125-
DALMORE	Word	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503206	68267	DA133-
DALMORE	Word	Whyte and Mackay Limited	United States	33	REGISTERED	05-Jul-1960	28-Mar-2021	72/100274	0713269	DA107-
DALMORE	Word	Whyte and Mackay Limited	Venezuela	33	REGISTERED	21-Nov-2005	17-Jul-2016	25566-05	P-272780	DA135-
DALMORE	Word	Whyte and Mackay Limited	Vietnam	33	REGISTERED	04-Oct-2004	04-Oct-2014	4-2004-10558	71918	DA132-
 DALMORE	Word and Device	Whyte and Mackay Limited	China	33	REGISTERED		19-Sep-2016		263409	33596A
大摩	Chinese Characters	Whyte and Mackay Limited	China	33	REGISTERED	13-Oct-2009	06-Dec-2020	7754244	7754244	113528.CN.01
達多	Chinese Characters	Whyte and Mackay Limited	Taiwan	33	REGISTERED		15-Jun-2014		794073	33678A
THE DALMORE	Words	Whyte and Mackay Limited	India	33	REGISTERED	28-May-2008	28-May-2018	1692362	1692362	106390.IN.01
 DALMORE	Words and Device	JBB (Greater Europe) PLC	Switzerland	33	REGISTERED	18-Apr-1989	18-Apr-2019		372203	32889B
 THE DALMORE	Device, Words and Device	Whyte and Mackay Limited	United States	33	REGISTERED	02-May-1990	24-Sep-2021	74/054909	1658463	32889A
THE DALMORE	Words	Whyte and Mackay Limited	India	33	REGISTERED	28-May-2008	28-May-2018	1692362	1692362	106390.IN.01

FETTERCAIRN

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
FETTERCAIRN	Word	Kyndal Spirits Limited	European Community	33	REGISTERED	08-Feb-1999	08-Feb-2019	001081215	001081215	32952-

GLAYVA

Mark	Category	Proprietor	Country	Glass(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLAYVA	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	08-Oct-1985	08-Oct-2016	434378	434378	0P101-
GLAYVA	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	28-Jan-1983	17-Feb-2029	497983	287937	0P104-
GLAYVA	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168557	002168557	0P127-
GLAYVA	Word	Whyte and Mackay Limited	New Zealand	33	REGISTERED	18-Sep-1985	18-Sep-2016	161066	161066	0P110-
GLAYVA	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30-Dec-1982	30-Dec-2023	1187774	1187774	0P100-
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	Canada	33	REGISTERED	19-Jul-2010	15-Feb-2028	1489062	TMA843442	110720.CA.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	International	33	REGISTERED	15-Jul-2010	15-Jul-2020	1047999	1047999	110720.WO.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	Australia	33	REGISTERED	15-Jul-2010		1047999	1047999	110720.AU.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	15-Jul-2010		1047999	1047999	110720.EM.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	United States	33	REGISTERED	15-Jul-2010	28-Jun-2016	1047999	1047999	110720.US.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	New Zealand	33	REGISTERED	16-Jul-2010	16-Jul-2020	827364	827364	110720.NZ.01
GLAYVA, THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	United Kingdom	33	PENDING	30-Mar-2009	30-Mar-2019	2512427C	2512427C	110720.GB.01

GLENFOYLE

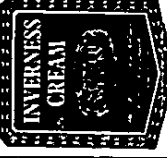
Mark	Category	Proprietor	Country	Glass(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLENFOYLE	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	14-Sep-2007	14-Sep-2017	006279781	006279781	04087.EM.01

HIGHLAND PRIDE

Mark	Category	Proprietor	Country	Glass(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
HIGHLAND PRIDE	Words	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	17-Dec-2001	17-Dec-2021	002513497	002513497	04098Q

INVERNESS CREAM

Mark	Category	Proprietor	Country	Glass(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
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Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	Norway	33	REGISTERED	22-Nov-1974	24-Jul-2015	0094472	0094472	041038

JAMES DOWELL

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JAMES DOWELL	Word	Whyte and Mackay Limited	Colombia	33	REGISTERED	08-Jul-2011	29-Dec-2021	11085629	439875	32667.CO.01

JOHN BARR

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JOHN BARR	Word	Whyte and Mackay Limited	Brazil	33	REGISTERED	06-Jul-2011		831110155		32679.BR.01
JOHN BARR	Stylised Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	27-Jan-1995	15-Jul-2016	53888	269-96	32653C
JOHN BARR	Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	13-Oct-2006	07-Aug-2017	176589	5654-07	32679.EC.01
JOHN BARR	Words	Whyte and Mackay Limited	Nigeria	33	PENDING	11-Oct-2011	11-Oct-2018	F/TM/2011/16344		32679.NG.01
JOHN BARR	Word	Whyte and Mackay Limited	Peru	33	REGISTERED	05-Jul-2011	02-Nov-2021	460437	00181252	32679.PE.01
JOHN BARR	Words	Whyte and Mackay Limited	Russia	33	REGISTERED	26-Oct-1998	26-Oct-2018	98717130	187785	32679J
JOHN BARR	Words	Whyte and Mackay Limited	Taiwan	33	REGISTERED	12-Oct-2006	30-Jun-2017	095051180	1269387	32679.TW.01
JOHN BARR	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	26-May-1982	26-May-2023	1175679	1175679	32679-
JOHN BARR	Words	Whyte and Mackay Limited	United States	33	REGISTERED	09-Feb-2010	18-Sep-2017	77/931913	4208213	32679.US.01
JOHN BARR	Word	Whyte and Mackay Limited	Venezuela	33	REGISTERED	15-Jul-2011	26-Jul-2027	12283-11	319276	32679.VE.02
JOHN BARR. THE BEST SCOTCH WHISKY, BARR NONE	Words	Whyte and Mackay Limited	United States	33	REGISTERED	10-Jan-2011	16-Oct-2017	85/213821	4223989	117345.US.01

JURA

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
ISLE OF JURA	Words	Whyte and Mackay Limited	Canada	(33)	REGISTERED	30-Apr-1979	23-May-2025	438980	245323	01103-
ISLE OF JURA	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	13-Mar-2001	13-Mar-2021	002141299	002141299	01137-
ISLE OF JURA	Words	Whyte and Mackay Limited	Japan	33	REGISTERED	03-Feb-1975	31-Oct-2018	50-012153	1355120	01110-
ISLE OF JURA	Words	Whyte and Mackay Limited	Russia	33	REGISTERED	21-Sep-2007	21-Sep-2017	2007729981	365234	01153.RU.01
ISLE OF JURA	Words	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503203	68265	01141-
ISLE OF JURA	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21-Jul-1972	21-Jul-2017	995554	995554	01100-
ISLE OF JURA	Words	Whyte and Mackay Limited	United States	33	REGISTERED	02-Feb-1996	25-Feb-2017	75/052421	2040242	01135-
ISLE OF JURA SUPERSTITITION	Words	Whyte and Mackay Limited	European Community	16 33 35	REGISTERED	27-Sep-2002	27-Sep-2022	002875664	002875664	32687A
ISLE OF JURA SUPERSTITITION	Words	Whyte and Mackay Limited	United States	33	REGISTERED	31-Oct-2002	28-Feb-2016	76/465309	3064066	32687B
JURA	Word	Whyte and Mackay Limited	Russia	33	REGISTERED	29-Mar-2011	29-Mar-2021	2011709473	461687	06601.RU.01
JURA ORIGIN	Words	Whyte and Mackay Limited	United Kingdom	33	PENDING	06-Feb-2013		2651081		128744.GB.01

KING ALEXANDER III



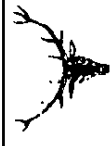

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
KING ALEXANDER III	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	31-Oct-2011	31-Oct-2021	2599598	2599598	122392.GB.01

LEGACY

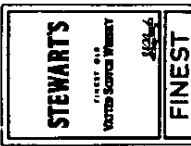
Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
LEGACY	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	02-Oct-2003	02-Oct-2023	003381175	003381175	0L167-

MACKINLAY'S

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
MACKINLAY'S	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	13-Oct-2006	13-Oct-2016	1140818	1140818	0M203.AU.01
MACKINLAY'S	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	20-Feb-1946	20-Feb-2021	189876	023454	0M115-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device	Whyte and Mackay Limited	International	33	REGISTERED	23-Apr-2009	23-Apr-2019	1003470	1003470	106339.WO.01
			Australia	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.AU.01
			European Community	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.EM.01
			Norway	33	REGISTERED	23-Apr-2009		1003470	1003470	106339.NO.01
			United States	33	REGISTERED	23-Apr-2009	13-Jul-2015	1003470	1003470	106339.US.01
	Device	Whyte and Mackay Limited	Taiwan	33	REGISTERED	09-Dec-2009	15-Aug-2020	098055070	1425320	106339.TW.01
										
 	Device, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	03-Mar-1994	03-Mar-2021	1564006	1564006	33471-

STEWART'S

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
STEWART'S	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	18-Sep-2003	18-Sep-2023	003358322	003358322	35174-
STEWART'S	Word	Whyte and Mackay Limited	Taiwan	33	REGISTERED	05-Jul-2011	15-Jun-2022	100033711	1523016	35174.TW.01
	Label	Whyte and Mackay Limited	Sweden	33	REGISTERED	18-Jan-1983	30-Sep-2023	8300293	188391	32681B

SUPERSTITION


Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
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Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
SUPERSTITIION	Word	Whyte and Mackay Limited	European Community	33	REGISTERED	21-Jun-2012	21-Jun-2022	010982825	010982825	125658.EM.01

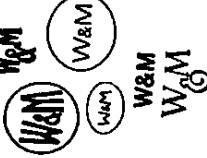
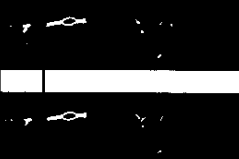
THE SCOTTISH EAGLE BRAND

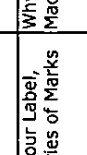
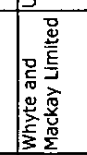
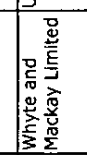
Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
苏格兰鹰牌	Chinese Characters	Whyte and Mackay Limited	China	33	PENDING	13-Aug-2009		7616276		113414.CN.01






VLADIVAR




Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
VLADIVAR	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03-Apr-2001	03-Apr-2021	002168367	002168367	VL102-
VLADIVAR	Word	Whyte and Mackay Limited	International	33	REGISTERED	13-Aug-2008	13-Aug-2018	975007	975007	VL147.WO.01
VLADIVAR	Word	Whyte and Mackay Limited	Bahrain	33	PENDING	18-Jan-2012		975007		VL147.BH.01
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	34	REGISTERED	21-Mar-1979	21-Mar-2020	1111449	1111449	VL100-
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	16-May-1961	16-May-2016	820861	820861	VL101-
 VLADIVAR	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12-May-2008	12-May-2018	2487275	2487275	106377.GB.01

WHYTE & MACKAY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
 W&M	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	09-Oct-1987	09-Oct-2018	1323789	1323789	33438-
 W&M	Colour Label,	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	18-Mar-2008	18-Mar-2018	2482771	2482771	105617.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date / App. No.	Reg. No.	File No.
Mack & MACKAY 	Series of Marks Words	Mackay Limited JBB (Greater Europe) PLC	Angola	33	WTG REGN CERT	06-Aug-1997	06-Aug-2017 756/97	005716	WM101-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Canada	(33)	REGD-MUST BE RENEWED	16-Apr-1991	09-Oct-2022 679800	403570	WM107-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	European Community	25 33 35	REGD-MUST BE RENEWED	14-Mar-2001	002141026	002141026	WM140-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	9 30	REGD-MUST BE RENEWED	08-Mar-2010	1932045	1932045	WM153.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	33	REGD-MUST BE RENEWED	19-Jul-2007	1580470	1580470	WM147.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	International	33	REGISTERED	10-Feb-2011	1070179	1070179	WM155.WO.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Iraq	33	REGD-MUST BE RENEWED		22-Mar-2015	31853	WM118-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Japan	33	REGD-MUST BE RENEWED	25-Oct-1985	60-107458	2069882	WM122-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Nigeria	33	ACCEPTED-MUST BE RENEWED	25-Mar-2008	F/TM/2008/2022		WM149.NG.01
WHYTE & MACKAY	Word	Whyte and Mackay Limited	Paraguay	33	REGD-MUST BE RENEWED	06-Jul-2011	1127875	379582	WM156.PY.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Russia	33	REGD-MUST BE RENEWED	28-Apr-2009	2009709700	407039	WM150.RU.01
 WHYTE & MACKAY	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	13-Nov-1991	1482559	1482559	33439-
 WHYTE & MACKAY	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Apr-2008	2485309	2485309	106072.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Colour Label	Whyte and Mackay Limited	India	33	PENDING-MUST BE RENEWED	23-Jun-2009		1832270		110729.IN.01
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Mar-2008	18-Mar-2018	2482663	2482663	105619.GB.01
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	18-Apr-2008	18-Apr-2018	2485310	2485310	106071.GB.01
	Label	Whyte and Mackay Limited	Brazil	33	ACCEPTED	19-Apr-2006		828331685		44078B
	Label	Whyte and Mackay Limited	European Community	32 33	REGD-MUST BE RENEWED	16-Jan-2006	16-Jan-2016	004838967	004838967	44078A

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGD-MUST BE RENEWED	17-Jan-2006	17-Jan-2016	2411263	2411263	44078-
										
	Label	Whyte and Mackay Limited	India	33	REGD-MUST BE RENEWED	19-Jul-2007	19-Jul-2017	1580471	1580471	44078.IN.01
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Australia	33	REGD-MUST BE RENEWED	29-Sep-2004	29-Sep-2014	1022861	1022861	38375F
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Brazil	33	ACCEPTED	24-Jun-2005		827541252		38375N
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Indonesia	33	REGD-MUST BE RENEWED	23-Sep-2004	23-Sep-2014	D0020042847028711	M000073777	38375A
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Ukraine	33	REGISTERED	25-Mar-2005	25-Mar-2015	M200503204	68266	38375H
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Vietnam	33	REGD-MUST BE RENEWED	04-Oct-2004	04-Oct-2014	4-2004-10555	71715	38375C

FORM OF SUPPLEMENTAL AGREEMENT

From: **WHYTE AND MACKAY LIMITED** as Chargor

Security Agreement dated [], 2014 (the Agreement)

Terms defined in the Agreement have the same meaning in this Supplemental Agreement.

Pursuant to its obligations under Clause 13.2 (Future Material IP Rights) of the Agreement, the Chargor charges by way of a first fixed charge, all of its rights in respect of the Additional Intellectual Property.

On and from the date hereof any references to Material IP Rights in the Agreement shall be construed as including references to the Additional Intellectual Property and all rights and obligations with respect to Material IP Rights under the Agreement shall also apply to the Additional Intellectual Property.

The Chargor confirms and represents that the representations in Clause 5.1 of the Agreement are correct and true as on date of this Supplemental Agreement with respect to Additional Intellectual Property.

This Supplemental Agreement is intended to take effect as a deed.

This Supplemental Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

Chargor

EXECUTED AS A DEED by)
WHYTE AND MACKAY LIMITED)
acting by)

Director

in the presence of:

Witness's signature:.....

Name:.....

Address:.....

SIGNATORIES

Chargor

EXECUTED AS A DEED by
WHYTE AND MACKAY LIMITED
acting by

Redacted

Director

in the presence of:

Redacted

Witness's signature

Name: ROBERT SAMMANN

Address: 47 KING WILLIAM ST
LONDON ECH A.

Security Agent

STANDARD CHARTERED BANK

By:

Redacted

Paul Thompson
Director, Agency UK/Europe
Standard Chartered Bank