

MR01

Particulars of a charge



Companies House

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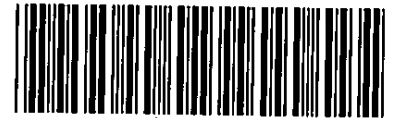
A fee is payable with this form.
Please see 'How to pay' on the
last page.

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

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
instrument. Use form MR08.

FRIDAY



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SCT

04/04/2014

#306

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



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

1 Company details

Company number S C 0 1 4 4 5 6

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

For official use
1103

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 6 m 0 3 y 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name STANDARD CHARTERED BANK as agent and trustee for the
other Finance Parties

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.

MR01

Particulars of a charge

4

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

See continuation page entitled "particulars of a 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

MR01

Particulars of a charge

8

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 *Paul Step* X
on behalf of Buddies UP

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

MR01

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.STA162.7.20851203

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

MR01 - continuation page

Particulars of a charge

4

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

ALL and WHOLE (In the First Place) ALL and WHOLE (One) the Dalmore Distillery buildings and the sites thereof (but not the house now or formerly occupied by the Excise Officer and relative ground both on the opposite side of the public road from the distillery) (Two) the pier of Belleport and the strip of land along and seawards of the public road between the junction of the distillery roadway with the public road at Belleport pier (excepting a portion of the said strip extending one hundred and fifty lineal feet along the said public road and being between the said public road and the foreshore marked with the letters "K L" on the plan first aftermentioned) and (Three) the roads on the subjects (but subject to the provisions and declarations contained in the Disposition first aftermentioned) and the branch line of the railway between Alness Railway Station and Dalmore Distillery including all the ground between the fences of said branch line of railway and also a small piece of ground near Alness Railway Station between the line of the former British Railways Board (originally the Highland Railway) and the said branch line or railway; which subjects extend to twenty two acres and six hundred and seventy eight thousandth parts of an acre or thereby and are coloured pink and red on the plan annexed and signed as relative to the Disposition by the Andrew MacKenzie in favour of Charles William Dyson Perrins dated Thirteenth and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty for publication as also in the Books of Council and Session for preservation on Fifteenth both May Nineteen hundred and fourteen; which subjects lie in the Parish of Rosskeen in the County of Ross and Cromarty and (with the property known as Belleport House not therein included) are the subjects described as excepted and reserved to Andrew McKenzie in the said Disposition by him of the lands of Dalmore and others in favour of Charles William Dyson Perrins; together with the following rights and privileges also reserved to Andrew McKenzie and his successors in the said Disposition by him in favour of Charles William Dyson Perrins; videlicet: (First) right to the mill lade from the River Alness to the said Distillery and the weir across the said river and to the use thereof and the water therein for the purposes of the said Distillery but subject to the rights therein of the said Charles William Dyson Perrins and his heirs and assignees and the provisions and declarations as contained in the said last mentioned Disposition; (Second) all rights competent to the Company in virtue of and under the stipulation and condition contained in the Disposition by Sir Kenneth James Matheson in favour of Andrew McKenzie dated fourth and recorded in the said Division of the General Register of Sasines on Sixteenth both May Eighteen hundred and ninety two that Sir Kenneth James Matheson and his successors in the lands of Ardross, Millcraig and others belonging to him at the date of the said last mentioned Disposition should not be entitled to erect or to allow to be erected on the banks of the River Affron or Alness then belonging to Sir Kenneth James Matheson any manufactory or other work which should have the effect of polluting the water of the said river or of injuring it for the purposes of a Distillery (Third) the sole right to cut peats for the

MR01 - continuation page

Particulars of a charge

4	Description
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> <p>purposes of the said Distillery on that portion of the moor of Baldoon in the Estate of Ardrross extending to one hundred acres one rood and twenty four poles or thereby which is delineated on the plan thereof subjoined and signed as relative to the said last mentioned Disposition by Sir Kenneth James Matheson in favour of Andrew McKenzie dated and recorded as aforesaid but subject to the conditions thereinmentioned (Fourth) the full and sole right to all water and other pipes for the service of the said Distillery and relative buildings on any part of the lands therein described which may be in the lands disposed by the said Disposition by Andrew McKenzie in favour of Charles William Dyson Perrins and right of access thereto for the purpose of repairing and renewing the said pipes when necessary but subject to the conditions mentioned in the said last mentioned Disposition (Fifth) the right so far as the Company can competently grant the same to take sand and gravel from the foreshore disposed by the said last mentioned Disposition ex adverso of the lands of Dalmore and others but for use only on the land therein described and subject to concurrent right of Charles William Dyson Perrins and his foresaids and the other provisions and conditions contained in the last mentioned Disposition (Sixth) the right so far as the Company can competently grant the same to send the overflow water and drainage from the Distillery and relative buildings into the sea at present; and without prejudice and in addition to the foregoing rights and privileges, the whole other buildings and erections on the subjects therein described, the heritable fixtures and fittings therein and the Company's whole right title and interest present and future therein and thereto; (In the Second Place) ALL and WHOLE that area of ground extending to One hundred and eleven acres and Five hundred and ninety four thousandth parts of an acre or thereby Imperial Measure lying in the Parish of Rosskeen and County of Ross and Cromarty and being the area of ground described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to the Disposition granted by Robert Thomas William Wilson Anderson as Attorney for Major John Temple Harrington of Dalmore in favour of MacKenzie Brothers, Dalmore, Limited dated Ninth December and recorded in the said Division of the General Register of Sasines for publication and also as in the Books of Council and Session for preservation on Twenty third both December Nineteen hundred and forty eight; together with (One) the teinds of the subjects immediately thereinbefore described (Two) the whole buildings and other erections on the said area of ground immediately thereinbefore described (Three) all growing timber and fences in and upon the same as far as belonging to the Company (Four) the whole parts, privileges and pertinents of the said subjects including without prejudice to the said generality the rights of access, water rights and all other rights so far as applicable to the subjects thereby disposed specified or referred to in the Disposition granted by Andrew McKenzie in favour of Charles William Dyson Perrins dated Thirteenth and recorded in the said Division of the General Register of Sasines for publication and also as in the Books of Council and Session for preservation on Fifteenth both May Nineteen hundred</p>

MR01 - continuation page

Particulars of a charge

4	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	<p>and fourteen and (Five) the Company's whole rights, title and interest in and to the subjects immediately thereinbefore described; BUT EXCEPTING from the subjects thereinbefore described (In the Second Place) reservation to the said Major John Temple Harrington and his successors the whole right and property so far as belonging to him in the River Alness and fishings therein together with margin of the east bank of the River Alness of 15 feet eastwards from the edge of the said bank, said margin extending from the northwestmost corner of the said subjects thereinbefore described to the sea, which is declared to be at the footbridge over the River Alness shown on the said last mentioned plan, with right of access thereto in favour of the said Major John Temple Harrington and his successors as owners of the said margin and all persons acquiring right from him or them through the said subjects therein before described (In the Second Place) including a right of access by the said footbridge over the River Alness and (In the Third Place) ALL and WHOLE that plot or area of ground extending to two thousand one hundred and twenty square metres or thereby comprising part of the wooded slope on the north side of the Distillery lade at Dalmore in the Parish of Rosskeen in the County of Ross and Cromarty as the said plot or area of ground is delineated in red, coloured pink and marked 212 on the plan annexed and subscribed as relative to and disposed by conveyance by the Church of Scotland Trust for behoof of the Board of Social Responsibility in favour of the Secretary of State for Scotland dated Twenty seventh July and recorded in the said Division of the General Register of Sasines on Twelfth August both Nineteen hundred and Eighty seven; together with the teinds, the minerals therein and thereunder in so far as the Company has right thereto and all rights and pertinents belonging to the said subjects and others immediately thereinbefore described and all such right, title and interest in and to the same; BUT EXCEPTING from the subjects thereinbefore described (In the First Place), (In the Second Place) and (In the Third Place) ALL and WHOLE (Primo) the whole areas of ground and others, more particularly described in General Vesting Declaration by the Secretary of State for Scotland dated Fifth August Nineteen hundred and eighty five and recorded in the said Division of the General Register of Sasines on Twenty seventh November Nineteen hundred and eighty five and (Secundo) the subjects and others more particularly described as that area of ground adjoining the road from Alness to Invergordon at Dalmore Distillery, being the subjects more particularly described in and disposed by Statutory Conveyance by Whyte and Mackay Distillers Limited in favour of the Highland Regional Council dated Eighth June Nineteen hundred and eighty seven in the said Division of the General Register of Sasines on Seventeenth June Nineteen hundred and eighty seven; together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Company in and to the subjects thereby secured and (3) the heritable fixtures and fittings therein and thereon.</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14456

Charge code: SC01 4456 0103

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th March 2014 and created by WHYTE AND MACKAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2014.

Given at Companies House, Edinburgh on 8th April 2014



Companies House



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

STANDARD SECURITY

by

WHYTE AND MACKAY LIMITED

In favour of

**STANDARD CHARTERED BANK
as Security Agent**

Subjects: Dalmore Distillery, Alness, Ross-shire IV17 0VT

Heritable Interest

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref. BS.MXM.STA162.7**

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

M. MacInnes

BRODIES LLP
Solicitors

25 March 2014

Ref: *MXM/STA162.7*

STANDARD SECURITY

by

WHYTE AND MACKAY LIMITED incorporated under the Companies Acts with registered number SC014456 and having its registered office at Dalmore House, 310 St Vincent Street, Glasgow G2 5RG (the "Chargor")

in favour of

STANDARD CHARTERED BANK incorporated in England by Royal Charter 1853 of 1 Basinghall Avenue, London, EC2V 5DD as agent and trustee for the other Finance Parties (as defined in the Facility Agreement defined below) and its successors and assignees whomsoever as such trustee from time to time (the "Security Agent")

1 Definitions

In this Standard Security capitalised terms defined in the Facility Agreement shall have, unless expressly defined in this Standard Security, the same meaning in this Standard Security and:

- 1.1 **"Borrower"** means USL Holdings (UK) Limited (registered number 06127302);
- 1.2 **"Event of Default"** has the meaning given to that term in the Facility Agreement;
- 1.3 **"Facility Agent"** means Standard Chartered Bank as facility agent under the Senior Finance Documents;
- 1.4 **"Facility Agreement"** means the £370,000,000 facilities agreement dated on or around the date of this Standard Security between, among others, the Borrower, the other Original Obligors, the Original Lenders (each as defined therein), the Facility Agent and the Security Agent;
- 1.5 **"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 or liability which, if it were so included, would result in this Standard Security contravening any law (including section 678 or section 679 of the Companies Act 2006);
- 1.6 **"Security"** means any Security Interest created, evidenced or conferred under this Standard Security;
- 1.7 **"Security Period"** means the period beginning on the date of this Standard Security and ending on the Senior Debt Discharge Date;
- 1.8 **"Security Subjects"** means ALL and WHOLE (In the First Place) ALL and WHOLE (One) the Dalmore Distillery buildings and the sites thereof (but not the house now or formerly occupied by

the Excise Officer and relative ground both on the opposite side of the public road from the distillery) (Two) the pier of Belleport and the strip of land along and seawards of the public road between the junction of the distillery roadway with the public road at Belleport pier (excepting a portion of the said strip extending one hundred and fifty lineal feet along the said public road and being between the said public road and the foreshore marked with the letters "K L" on the plan first aftermentioned) and (Three) the roads on the subjects (but subject to the provisions and declarations contained in the Disposition first aftermentioned) and the branch line of the railway between Alness Railway Station and Dalmore Distillery including all the ground between the fences of said branch line of railway and also a small piece of ground near Alness Railway Station between the line of the former British Railways Board (originally the Highland Railway) and the said branch line or railway; which subjects extend to twenty two acres and six hundred and seventy eight thousandth parts of an acre or thereby and are coloured pink and red on the plan annexed and signed as relative to the Disposition by the Andrew MacKenzie in favour of Charles William Dyson Perrins dated Thirteenth and recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty for publication as also in the Books of Council and Session for preservation on Fifteenth both May Nineteen hundred and fourteen; which subjects lie in the Parish of Rosskeen in the County of Ross and Cromarty and (with the property known as Belleport House not herein included) are the subjects described as excepted and reserved to Andrew McKenzie in the said Disposition by him of the lands of Dalmore and others in favour of Charles William Dyson Perrins; together with the following rights and privileges also reserved to Andrew McKenzie and his successors in the said Disposition by him in favour of Charles William Dyson Perrins; videlicet: (First) right to the mill lade from the River Alness to the said Distillery and the weir across the said river and to the use thereof and the water therein for the purposes of the said Distillery but subject to the rights therein of the said Charles William Dyson Perrins and his heirs and assignees and the provisions and declarations as contained in the said last mentioned Disposition; (Second) all rights competent to the Chargor in virtue of and under the stipulation and condition contained in the Disposition by Sir Kenneth James Matheson in favour of Andrew McKenzie dated fourth and recorded in the said Division of the General Register of Sasines on Sixteenth both May Eighteen hundred and ninety two that Sir Kenneth James Matheson and his successors in the lands of Ardross, Millcraig and others belonging to him at the date of the said last mentioned Disposition should not be entitled to erect or to allow to be erected on the banks of the River Affron or Alness then belonging to Sir Kenneth James Matheson any manufactory or other work which should have the effect of polluting the water of the said river or of injuring it for the purposes of a Distillery (Third) the sole right to cut peats for the purposes of the said Distillery on that portion of the moor of Baldoon in the Estate of Ardross extending to one hundred acres one rood and twenty four poles or thereby which is delineated on the plan thereof subjoined and signed as relative to the said last mentioned Disposition by Sir Kenneth James Matheson in favour of Andrew McKenzie dated and recorded as aforesaid but subject to the conditions thereinmentioned (Fourth) the full and sole right to all water and other pipes for the service of the said Distillery and relative buildings on any part of the lands herein described which may be in the lands disposed by the said Disposition by Andrew McKenzie in favour of Charles William Dyson Perrins and right of access thereto for the purpose of repairing and renewing the

said pipes when necessary but subject to the conditions mentioned in the said last mentioned Disposition (Fifth) the right so far as the Chargor can competently grant the same to take sand and gravel from the foreshore disposed by the said last mentioned Disposition ex adverso of the lands of Dalmore and others but for use only on the land herein described and subject to concurrent right of Charles William Dyson Perrins and his foresaids and the other provisions and conditions contained in the last mentioned Disposition (Sixth) the right so far as the Chargor can competently grant the same to send the overflow water and drainage from the Distillery and relative buildings into the sea at present; and without prejudice and in addition to the foregoing rights and privileges, the whole other buildings and erections on the subjects herein described, the heritable fixtures and fittings therein and the Chargor's whole right title and interest present and future therein and thereto; (In the Second Place) ALL and WHOLE that area of ground extending to One hundred and eleven acres and Five hundred and ninety four thousandth parts of an acre or thereby Imperial Measure lying in the Parish of Rosskeen and County of Ross and Cromarty and being the area of ground described in, disposed by and delineated and coloured pink on the plan annexed and signed as relative to the Disposition granted by Robert Thomas William Wilson Anderson as Attorney for Major John Temple Harrington of Dalmore in favour of MacKenzie Brothers, Dalmore, Limited dated Ninth December and recorded in the said Division of the General Register of Sasines for publication and also as in the Books of Council and Session for preservation on Twenty third both December Nineteen hundred and forty eight; together with (One) the teinds of the subjects immediately hereinbefore described (Two) the whole buildings and other erections on the said area of ground immediately hereinbefore described (Three) all growing timber and fences in and upon the same as far as belonging to the Chargor (Four) the whole parts, privileges and pertinents of the said subjects including without prejudice to the said generality the rights of access, water rights and all other rights so far as applicable to the subjects hereby disposed specified or referred to in the Disposition granted by Andrew McKenzie in favour of Charles William Dyson Perrins dated Thirteenth and recorded in the said Division of the General Register of Sasines for publication and also as in the Books of Council and Session for preservation on Fifteenth both May Nineteen hundred and fourteen and (Five) the Chargor's whole rights, title and interest in and to the subjects immediately hereinbefore described; BUT EXCEPTING from the subjects hereinbefore described (In the Second Place) reservation to the said Major John Temple Harrington and his successors the whole right and property so far as belonging to him in the River Alness and fishings therein together with margin of the east bank of the River Alness of 15 feet eastwards from the edge of the said bank, said margin extending from the northwestmost corner of the said subjects hereinbefore described to the sea, which is declared to be at the footbridge over the River Alness shown on the said last mentioned plan, with right of access thereto in favour of the said Major John Temple Harrington and his successors as owners of the said margin and all persons acquiring right from him or them through the said subjects herein before described (In the Second Place) including a right of access by the said footbridge over the River Alness and (In the Third Place) ALL and WHOLE that plot or area of ground extending to two thousand one hundred and twenty square metres or thereby comprising part of the wooded slope on the north side of the Distillery lade at Dalmore in the Parish of Rosskeen in the County of Ross and Cromarty as the said plot or area of ground is delineated in red, coloured pink and marked 212 on the plan annexed

and subscribed as relative to and disposed by conveyance by the Church of Scotland Trust for behoof of the Board of Social Responsibility in favour of the Secretary of State for Scotland dated Twenty seventh July and recorded in the said Division of the General Register of Sasines on Twelfth August both Nineteen hundred and Eighty seven; together with the teinds, the minerals therein and thereunder in so far as the Chargor has right thereto and all rights and pertinents belonging to the said subjects and others immediately hereinbefore described and all such right, title and interest in and to the same; BUT EXCEPTING from the subjects hereinbefore described (In the First Place), (In the Second Place) and (In the Third Place) ALL and WHOLE (Primo) the whole areas of ground and others, more particularly described in General Vesting Declaration by the Secretary of State for Scotland dated Fifth August Nineteen hundred and eighty five and recorded in the said Division of the General Register of Sasines on Twenty seventh November Nineteen hundred and eighty five and (Secundo) the subjects and others more particularly described as that area of ground adjoining the road from Alness to Invergordon at Dalmore Distillery, being the subjects more particularly described in and disposed by Statutory Conveyance by Whyte and Mackay Distillers Limited in favour of the Highland Regional Council dated Eighth June Nineteen hundred and eighty seven in the said Division of the General Register of Sasines on Seventeenth June Nineteen hundred and eighty seven; together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Chargor in and to the subjects hereby secured and (3) the heritable fixtures and fittings therein and thereon;

- 1.9 "Senior Creditor" has the meaning given to it in the Intercreditor Agreement;
- 1.10 "Senior Debt Discharge Date" has the meaning given to it in the Intercreditor Agreement;
- 1.11 "Senior Finance Document" has the meaning given to it in the Intercreditor Agreement; and
- 1.12 "Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being.

2 Undertaking to pay

The Chargor undertakes to the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Senior Finance Documents.

3 Security

- 3.1 In security of the payment, discharge and performance of all the Secured Liabilities the Chargor HEREBY GRANTS a Standard Security in favour of the Security Agent over ALL and WHOLE the Security Subjects.
- 3.2 The Security Agent holds the benefit of this Standard Security on trust for the Senior Creditors.

4 Standard Conditions

Subject to Clause 5 (*Conflict*) the Standard Conditions shall apply, and the Chargor agrees that (One) the Standard Conditions shall be varied in so far as lawful and applicable by the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Agreement and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:-

4.1 Default

For the purpose of Standard Condition 9(1)(b) the Chargor shall be held to be in default if an Event of Default is outstanding and the Security Agent gives notice to the Chargor that this Standard Security is enforceable.

4.2 Restrictions on Dealings

The Chargor shall not:

- (i) create or allow to exist any Security Interest on or over the Security Subjects; 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 the Security Subjects,

except as expressly allowed under or pursuant to the Finance Documents.

4.3 Further assurance

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

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Standard Security;
- (b) facilitating the realisation of the Security Subjects; or
- (c) facilitating the exercise of any right, power or discretion vested in the Security Agent,

including re-executing this Standard Security and executing any disposition, assignation, transfer or conveyance of or charge over the Security Subjects (whether to the Security Agent or its nominees), making any registration or filing and giving any notice, order or direction which in each case the Security Agent may think necessary (acting reasonably).

4.4 Repair

The Chargor must keep:

- (a) the Security Subjects and all buildings and erections thereon in good and substantial repair and condition; and
- (b) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Security Subjects in a good state of repair and in good working order and condition.

4.5 Compliance with leases and covenants

The Chargor must:

- (a) perform all the material terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use the Security Subjects;
- (b) not do or allow to be done any act as a result of which any lease comprised in the Security Subjects may become liable to irritancy or otherwise be terminated; and
- (c) duly and punctually comply with all material covenants, undertakings and stipulations affecting the Security Subjects or the facilities (including access) necessary for the enjoyment and use of the Security Subjects where failure to comply would be reasonably likely to affect materially adversely its value, saleability and use and indemnify each Senior Creditor in respect of any breach of those covenants, undertakings and stipulations.

4.6 Acquisitions

If the Chargor acquires any heritable or long lease property after the date of this Standard Security it must:-

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a standard security and if applicable an assignation of rents in favour of the Security Agent in respect of such heritable or long lease property in any form which the Security Agent may require, acting reasonably; and
- (c) 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.

If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a standard security over it, the Chargor will not be required to perform that obligation unless and until it has obtained such landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.

4.7 Notices

The Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Security Subjects (or any part of them) which would or would be reasonably likely to have a material adverse effect on the value, saleability or use of the Security Subjects:

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement.

4.8 Leases

The Chargor shall not in respect of the Security Subjects (or any part of them):

- (a) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy;
- (b) agree to any amendment or waiver or surrender of any lease or tenancy;
- (c) commence any irritancy proceedings in respect of any lease or tenancy;
- (d) confer upon any person any contractual licence or right to occupy;
- (e) consent to any assignation of any tenant's interest under any lease or tenancy;
- (f) agree to any rent reviews in respect of any lease or tenancy; or
- (g) serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy,

which in each case, would or would be reasonably likely to have a material adverse effect on its value, saleability or use.

4.9 Deposit of title deeds

The Chargor must deposit with the Security Agent all deeds and documents of title relating to the Security Subjects and all land and charges searches and similar documents and certificates received by it or on its behalf.

4.10 Investigation of title

The Chargor must grant the Security Agent or its lawyers on request all facilities within the power of the Chargor to enable the Security Agent or its lawyers (at the expense of the Chargor) following an Event of Default which is outstanding to:

- (a) carry out investigations of title to the Security Subjects; and

- (b) make such enquiries in relation to any part of the Security Subjects as a prudent heritable creditor might carry out.

4.11 Power to remedy

If the Chargor fails to perform any covenant, undertaking or stipulation or any term of this Standard Security affecting the Security Subjects, that Chargor must allow the Security Agent or its agents and contractors:

- (a) to enter any part of the Security Subjects;
- (b) to comply with or object to any notice served on the Chargor in respect of the Security Subjects; and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, stipulation or term or to comply with or object to any such notice.

The Chargor undertakes that it shall immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause.

4.12 Application of proceeds

Unless otherwise determined by the Security Agent, any moneys received by the Security Agent following the enforcement of this Standard Security shall be applied by the Security Agent 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 under or in connection with this Standard Security;
- (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.

4.13 Continuing security

This 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.

4.14 Reinstatement

If any payment by an Obligor or any discharge given by a Senior Creditor (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Senior Creditor will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

4.15 Waiver of defences

The obligations of the Chargor under this Standard Security will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Standard Security (whether or not known to it or any Senior Creditor). This includes:

- (a) any time or waiver granted to, or composition with, any Obligor or any other person;
- (b) any release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (f) any amendment of a Senior Finance Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Senior Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Senior Finance Document; or
- (h) any insolvency or similar proceedings.

4.16 Immediate recourse

The Chargor waives any right it may have of first requiring any Senior Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from the Chargor under this Standard Security. This waiver applies irrespective of any law or any provision of a Senior Finance Document to the contrary.

4.17 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Senior Finance Documents have been irrevocably paid in full, each Senior Creditor (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Standard Security:

- (a) (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Senior Creditor (or any trustee or agent on its behalf) against those amounts; or
- (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Standard Security.

4.18 Non-competition

Unless:

- (a) all amounts which may be or become payable by the Obligors under or in connection with the Senior Finance Documents have been irrevocably paid in full; or
- (b) the Security Agent otherwise directs,

the Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Standard Security:

- (c) be subrogated to any rights, security or moneys held, received or receivable by any Senior Creditor (or any trustee or agent on its behalf);
- (d) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Clause;
- (e) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Senior Creditor (or any trustee or agent on its behalf); or

- (f) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

The Chargor shall hold in trust for and must immediately pay or transfer to the Security Agent for the Senior Creditors any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause.

4.19 Additional security

This Standard Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Creditor and no prior security held by any Senior Creditor (in its capacity as such or otherwise) over the Security Subjects will merge into this Security.

4.20 Security held by Chargor

The Chargor shall not, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of the Chargor's liability under this Standard Security. The Chargor shall hold any security held by it in breach of this provision on trust for the Security Agent.

4.21 New Accounts

- 4.21.1 If any subsequent charge or other interest affects the Security Subjects, any Senior Creditor may open a new account with the Chargor.
- 4.21.2 If a 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 interest.
- 4.21.3 As from that time all payments made to that 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.

4.22 Expenses

The Chargor shall:

- (a) immediately on demand pay all costs and expenses (including legal fees) properly incurred in connection with this Standard Security by any Senior Creditor, attorney, manager, agent or other person appointed by the Security Agent under this Standard Security 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 those persons indemnified against any failure or delay in paying those costs and expenses.

4.23 Certificates

A certificate signed by any authorised signatory on behalf of the Security Agent (a "Certificate") shall, save in the case of demonstrable or manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Standard Security.

5 Conflict

5.1 To the extent that the terms of the Standard Conditions conflict with or are inconsistent with the terms of this Standard Security or the Facility Agreement then the terms of this Standard Security or the Facility Agreement (as applicable) shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail and have effect in preference to the Standard Conditions.

5.2 To the extent that there is any conflict or inconsistency between (i) any provision of this Standard Security and (ii) any provision of the Facility Agreement, then the provisions shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail in the following order of preference and have effect in preference to the other conflicting provision or provisions (as the case may be) (a) first, the provisions of the Facility Agreement then (b) second, the provisions of this Standard Security.

6 Delegation

6.1 Power of Attorney

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

6.2 Terms

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

6.3 Liability

The Security Agent will not 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. The Security Agent will not be liable by reason of entering into possession of the Security Subjects to account as security holder in possession or for any loss on realisation or for any default or omission for which a security holder in possession might be liable.

7 Power of attorney

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

8 Governing law

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

9 Jurisdiction

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a "**Dispute**").
- (b) The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This 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, a Senior Creditor may take concurrent proceedings in any number of jurisdictions.

10 Construction

- 10.1 The provisions of Clause 1.2 (Construction) of the Facility Agreement shall apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Facility Agreement will be construed as references to this Standard Security.
- 10.2 Any covenant or undertaking of the Chargor under this Standard Security remains in force during the Security Period and is given for the benefit of each Senior Creditor (to the extent secured).
- 10.3 If the Security 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 Standard Security.
- 10.4 In this Standard Security any reference to a Senior Finance Document or any other document includes (without prejudice to any prohibition on amendments) any amendments to that Senior Finance Document or other document, including any amendment providing for any change in purpose of, any extension of or any increase in the amount of a facility or any additional facility and a reference to an amendment includes a supplement, novation, restatement or re-enactment and amended will be construed accordingly.
- 10.5 In this Standard Security references to "the Senior Creditors", "the Finance Parties" and "the Security Agent" or any other person shall include, where the context admits the successors, assignees and transferees of a Senior Creditor, a Finance Party, the Security Agent or such other person, and in the case of the Security Agent shall include such other person as may from time to time be appointed as Security Agent.

10.6 References to the "debtor" in the Standard Conditions shall include the Chargor.

11 Consent to registration

The Chargor hereby consents to registration of this Standard Security and of any Certificate for preservation and execution.

12 Warrandice

The Chargor grants warrandice subject to Lease between Kyndal Spirits Limited and Kyndal Warehousing Limited dated 27 September 2002 and recorded in the General Register of Sasines (Ross & Cromarty) on 12 December 2002:

IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages are executed as follows:-

They are subscribed for and on behalf of
WHYTE AND MACKAY LIMITED by

signature of
director/secretary/authorised signatory/witness

RODINT SHANNAN

full name of above (print)

47 KING WILLIAM ST
LONDON EC4A

address of witness

signature of
director/secretary/authorised signatory

BRYAN DONAGHEY

full name of above (print)

19 MARCH 2014

date of signing

LONDON

place of signing