

THE COMPANIES ACT 1985 (as amended)

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of



**JBB (GREATER EUROPE) LIMITED**  
**(to be renamed Kyndal Spirits Limited)**

We, the undersigned, being all the members of JBB (Greater Europe) Limited (to be renamed Kyndal Spirits Limited) (the "**Company**") who, at the date of this resolution would be entitled to attend and vote at General Meetings of the Company hereby resolve, pursuant to the Company's Articles of Association to pass the following written resolutions as special resolutions of the Company:

- 1 **THAT** the Memorandum of Association of the Company with respect to its objects be and they are hereby altered by the insertion in clause IV of new sub-clauses to be designated IV(xxxi) in the following terms (the remaining sub-clauses to be re-numbered accordingly):

(xxxi) to give financial assistance that may lawfully be given in connection with any acquisition of shares in the Company or any other company.

- 2 **THAT** the Articles of Association in the form attached to this resolution and initialled by the shareholders for the purposes of identification be and are hereby adopted as the Company's Articles of Association in substitution and to the entire exclusion of the existing Articles of Association.

- 3 Subject to compliance with Sections 155 to 158 of the Companies Act 1985 (the "**Act**"), the execution or entry into by the Company of:

- 3.1 as an obligor, an accession deed (the "**Senior Secured Facility Accession Deed**") to a senior secured facility agreement between, *inter alios*, Kyndal International Limited (the "**Purchaser**"), as borrower, Westdeutsche Landesbank Girozentrale, London Branch, as arranger, Westdeutsche Landesbank Girozentrale, London Branch, as facility agent (the "**Facility Agent**"), and Westdeutsche Landesbank Girozentrale, London Branch, as security trustee (the "**Security Trustee**") (the "**Senior Secured Facility Agreement**"), for a term loan facility in the maximum aggregate principal amount of £188,000,000;

- 3.2 as an obligor, an accession deed (the "**Mezzanine Facility Accession Deed**") to a mezzanine facility agreement between the Purchaser, as borrower, and Meadfine Limited as mezzanine lender (the "**Mezzanine Lender**") (the "**Mezzanine Facility Agreement**"), for a mezzanine facility in the maximum aggregate principal amount of ~~£20,600,000~~;

£20,000,000

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- 3.3 as an obligor, an overdraft facility agreement to be entered into between, *inter alios*, the Purchaser, the Company and its subsidiaries as the borrowers, and Barclays Bank PLC as overdraft lender (the “**Overdraft Lender**”) (the “**Overdraft Facility Agreement**”) for an overdraft facility in the maximum aggregate principal of £7,000,000;
- 3.4 as an obligor, a bonding facility agreement between, *inter alios*, the Purchaser, as borrower, and Barclays Bank PLC as bonding lender (the “**Bonding Lender**”) (the “**Bonding Facility Agreement**”), for a bonding facility in the maximum aggregate principal amount of £12,200,000;
- 3.5 as a chargor, a guarantee and debenture (the “**Guarantee and Debenture**”) whereby the Company, *inter alia*, creates legal mortgages and first fixed and floating charges over all or substantially all of their respective property and undertaking in favour of the Security Trustee for the Secured Parties (as defined in the Security Trust Deed) and guarantees that it will on demand pay and discharge all present and future debts, liabilities and obligations of the Purchaser, the Company and its subsidiaries under, in connection with or with respect to the Finance Documents (as defined in the Security Trust Deed) and all present and future debts, liabilities and obligations of the Purchaser, the Company and its subsidiaries to Kyndal Finance Limited as issuer (the “**Issuer**”) from time to time;
- 3.6 as a chargor, a standard security (the “**Standard Security**”) (being a legal mortgage over land in Scotland) over the Scottish Property (as defined in the Guarantee and Debenture) in favour of the Security Trustee for the Secured Parties (as defined in the Security Trust Deed) as security for the Secured Obligations;
- 3.7 as a chargor, a Scots law share pledge (the “**Share Pledge**”) in respect of the Scottish Group Shares (as defined in the Guarantee and Debenture) in favour of the Security Trustee for the Secured Parties (as defined in the Security Trust Deed) as security for the Secured Obligations;
- 3.8 as a chargor, a Scots law floating charge (the “**Floating Charge**”) whereby the Company creates a floating charge over all of its assets and undertaking in favour of the Security Trustee for the Secured Parties (as defined in the Security Trust Deed) as security for the Secured Obligations;
- 3.9 an accession deed (the “**Security Trust Accession Deed**”) to a security trust deed made between the Purchaser, the Facility Agent, the Mezzanine Lender, the Overdraft Lender, the Bonding Bank, Westdeutsche Landesbank Girozentrale, London Branch as hedging bank, the Security Trustee and the Issuer (the “**Security Trust Deed**”), by which the Company acknowledges the agreement between the Secured Parties (as defined therein) on the terms set out therein and grants certain indemnities in favour of the Security Trustee and certain claims which the Company has on the Purchaser are subordinated to those of the Secured Parties (as defined therein);
- 3.10 a stock sale and servicing agreement (the “**Stock Sale and Servicing Agreement**”) between the Company as Seller and Servicing Agent and the Purchaser as Buyer, by which the Company agrees, *inter alia*, to sell the Eligible Consignments (as defined therein) to the Purchaser on the terms set out therein;
- 3.11 a stock pledge (the “**Stock Pledge**”) between the Company, the Purchaser and the Security Trustee, by which the Company agrees, *inter alia*, to acknowledge intimation to the Security Trustee of the pledge of the Eligible Consignments (purchased by the Purchaser under the Stock Sale and Servicing Agreement and as defined therein) by the

Purchaser to the Security Trustee and confirming that it holds such Eligible Consignments as custodian for the Security Trustee and to execute all documentation supplemental to the Stock Pledge;

- 3.12 certain intra-group loan facilities (the “**Intra-Group Loan Agreement**”) to be used by the Purchaser to, *inter alia*, meet its payment obligations under the Finance Documents (as defined in the Security Trust Deed), to make certain payments to Jim Beam Brands Worldwide, Inc. as vendor and to meet its payment obligations to the Issuer from time to time;
- 3.13 a £44,000,000 intercompany loan facility (the “**Intercompany Loan Agreement**”) to be used by the Purchaser to make certain payments to Jim Beam Brands Worldwide, Inc. as vendor; and
- 3.14 any other Transaction Document (as defined in the Senior Secured Facility Agreement (to the extent not specifically referred to above)) to which it is a party, and all related documents thereto.
- 3.15 The Senior Secured Facility Accession Deed, the Senior Secured Facility Agreement, the Mezzanine Facility Accession Deed, the Mezzanine Facility Agreement, the Overdraft Facility Agreement, the Guarantee and Debenture, the Standard Security, the Share Pledge, the Floating Charge, the Stock Sale and Servicing Agreement, the Security Trust Accession Deed, the Security Trust Deed, the Intra-Group Loan Agreement and the Intercompany Loan Agreement, together referred to as the “**Assistance Documents**” together with the Stock Pledge, the Bonding Facility Agreement and any other Transaction Document referred to at Clause 3.14 above be and are approved.
- 4 The execution and performance of the Assistance Documents, the Bonding Facility Agreement and the Stock Pledge is in the best interests of the Company and the approval for the Company to enter into and perform the Assistance Documents is given notwithstanding that the Company might be held to giving financial assistance for the purposes of Sections 151 and 152 of the Act.
- 5 If the execution or performance of the Assistance Documents is the giving of financial assistance for the purposes of Sections 151 and 152 of the Act, then the giving of such financial assistance, by the execution and performance of the Assistance Documents be and is approved.
- 6 The execution and performance of each of the Transaction Documents (as defined in the Senior Secured Facility Agreement) to which it is a party is in the best interests of the Company.
- 7 These resolutions shall have effect notwithstanding any provision of the Company’s Articles of Association.

Dated: *15 October* 2001

*Ronald Kopolnik*  
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JIM BEAM BRANDS WORLDWIDE, INC.

*Ronald Kopolnik*  
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JIM BEAM BRANDS CO.

The Assistance Documents, the Bonding Facility Agreement and the Stock Pledge were available for inspection.