



Registration of a Charge

Company name: **R&B DISTILLERS LIMITED**

Company number: **SC483145**



X97C1FR6

Received for Electronic Filing: **16/06/2020**

Details of Charge

Date of creation: **12/06/2020**

Charge code: **SC48 3145 0002**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE**

Brief description: **N/A**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 483145

Charge code: SC48 3145 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th June 2020 and created by R&B DISTILLERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2020 .

Given at Companies House, Edinburgh on 17th June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DELIVERED ON 12 June 2020

(1) R&B DISTILLERS LIMITED

in favour of

(2) SANTANDER UK PLC (as Security Trustee)

FLOATING CHARGE

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	FLOATING CHARGE	5
3.	REPRESENTATION, WARRANTIES AND UNDERTAKINGS.....	5
4.	ENFORCEMENT.....	8
5.	FURTHER ASSURANCE AND POWER OF ATTORNEY	10
6.	NOTICE OF SUBSEQUENT INTEREST	10
7.	ADDITIONAL SECURITY	11
8.	SET-OFF	11
9.	DISCHARGE.....	11
10.	ASSIGNATION.....	12
11.	PROTECTION OF SECURITY	12
12.	MISCELLANEOUS	13
13.	NOTICES	14
14.	CONSENT TO REGISTRATION	14
15.	GOVERNING LAW.....	15

This Floating Charge is delivered on 12 June 2020

BY:

- (1) **R&B DISTILLERS LIMITED** registered in Scotland with number SC483145 whose registered office is at 23 Manor Place, Edinburgh, EH3 7DX ("**Company**");

IN FAVOUR OF:

- (2) **SANTANDER UK PLC** registered in England and Wales with number 2294747 and whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN as security trustee for each Group Member ("**Security Holder**")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:

"**Act**" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or, where the context so requires, any of these enactments;

"**Administrator**" means any person appointed under Schedule B1 of the Act to manage the Company's affairs, business and property;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in London and Edinburgh;

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment or assignation by way of security, trust arrangement for the purposes of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"**Environment**" means all or any of the air (including air within buildings and other man-made or natural structures above or below ground) land and water and ecological systems supported by those media, and humankind and all other living creatures and organisms;

"**Environmental Law**" means all laws, statutes, treaties, directives, regulations, codes of practice, circulars and guidance notices having mandatory effect, court or tribunal decisions and rules of common law concerning the Environment or human health and safety, including (without limitation) those relating to the actual or potential emission, discharge, release, escape or leakage of Hazardous Substances into the Environment or the creation, production, processing, treatment, handling, storage, transportation, labelling, packaging, distribution or disposal of Hazardous Substances or Waste;

"Event of Default" means:

- (a) the failure by the Company to pay or fulfil the Secured Liabilities in whole or part on the due date;
- (b) the occurrence of any event which under any contract or agreement (written or otherwise) between the Company and the Security Holder or any other Group Member results in all or any of the Secured Liabilities becoming immediately due and payable or entitles the Security Holder to require immediate repayment of all or any of the Secured Liabilities;
- (c) the dissolution of the Company or the appointment of a liquidator, receiver, administrative receiver, Administrator, judicial factor, or similar official in respect of the Company or any of its undertaking or assets;
- (d) the giving of notice of intention to appoint an Administrator in respect of the Company, or the presentation of any administration application in respect of the Company;
- (e) the institution of a voluntary arrangement or scheme of arrangement or composition in respect of the debts or affairs of the Company;
- (f) the petition or commencement of any other legal proceedings or corporate action, for any of the purposes set out in paragraphs 1.11(c) to 1.11(e) (inclusive) above, or any analogous appointment or action in any other jurisdiction;
- (g) the breach by the Company of any of its obligations under this Security or any of the warranties and representations by the Company in this Security being or becoming incorrect or misleading in any material respect; or
- (h) the Company ceasing or threatening to cease to carry on business or becoming unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being;

"Group Member" means a member of the Group;

"Hazardous Substances" means any living or inanimate material, substance or medium (including without limiting that generality electricity, radiation, radio, television, radar or similar transmission, noise, vibration, bacteria, viruses and genetic material) which alone or in combination with others is capable of causing harm to humankind (including offence to the senses) or other living creatures or organisms, or to property;

"Intellectual Property Rights" means all know-how, patents, patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, domain names, moral rights, inventions, registered designs, copyright and all other industrial and intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for and rights to use the same) which may now or in the future subsist;

"Permitted Security" means

- (a) any Security Interest granted in relation to a hire purchase agreement which relates solely to equipment purchased by, and no other asset of, the Company as regulated by the Ranking Agreement.; or
- (b) any security which has been (i) consented to by Santander or (ii) which is subject to the Ranking Agreement or as otherwise subordinated on terms satisfactory to Santander.

"Ranking Agreement" A ranking agreement between Santander and Salvators Lending Limited with Santander having priority of realisations of all assets of the Company.

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Security and includes joint receivers;

"Secured Assets" means the whole of the property (including uncalled capital) which is or may from time to time, while this Security is in force, be comprised in the property and undertaking of the Company;

"Secured Liabilities" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Security Holder or any other Group Member including interest, discount, commission and all lawful charges or expenses which the Security Holder or any other Group Member may in the course of its business charge or incur in respect of any of those matters or for keeping an account of the Company and so that interest shall be computed and compounded according to the usual rate and practice of the Security Holder or any other Group Member before as well as after any demand made or decree or judgment obtained under this Security, and all or any monies, liabilities and obligations due by the Company under this Security;

"Security" means these presents (and, as the context may require or imply, the floating charge hereby created) as amended or supplemented from time to time;

"Security Interest" means any debenture, mortgage, charge, pledge, lien, hypothecation, preferential interest, trust, option, security assignment, assignation in security, set-off right, tracing right or any other security or similar arrangement of any kind.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

"Undertaking" means in respect of the Company, any company, person or entity (including any limited liability partnership and/or any other body corporate connected to the Company) directly or indirectly controlled by the Company (including any Undertaking acquired after the date of this Security) which shall include, in respect of the Company, a Subsidiary and "Undertakings" shall mean all or any of them as appropriate; and

"Waste" means any form of waste, including any by-product of an industrial process and anything which is abandoned, unwanted or surplus, whether or not it is capable of being recovered or recycled, or has any value.

1.2 Interpretation

In this Security unless the context requires otherwise:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to this Security or any other document shall be constituted as references to this Security or such other document as amended, supplemented or novated from time to time;
- (c) references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- (d) references to a **"person"** shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- (e) references to a **"fixed security"** mean a fixed security as defined by section 486 of the Companies Act 1985;
- (f) any reference to the Security Holder includes its permitted successors, transferees and assignees; and
- (g) **"tax"** means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and **"taxes"** and **"taxation"** shall be construed accordingly.

1.3 The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

1.4 Third party rights:

- (a) Unless expressly provided to the contrary in this Security a person who is not a party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Charge.
- (b) The consent of any person who is not a Party is not required to rescind or vary this Charge or any other agreement entered into under or in connection with it

2. FLOATING CHARGE

- 2.1 The Company undertakes to the Security Holder that it will pay and discharge the Secured Liabilities on the due date therefor or, if no date for payment has been agreed, on demand.
- 2.2 In security for the payment and discharge of the Secured Liabilities, the Company hereby grants a floating charge over the Secured Assets in favour of the Security Holder (as security trustee for the Group Members.)
- 2.3 Paragraph 14 of Schedule B1 to the Act applies to the floating charge created by or pursuant to this Security (and such floating charge is a qualifying floating charge for the purposes of the Act).
- 2.4 Unless otherwise agreed in writing by the Security Holder and subject to section 464(2) of the Companies Act 1985 the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Security except any fixed security in favour of the Security Holder or any other Group Member.

3. REPRESENTATION, WARRANTIES AND UNDERTAKINGS

- 3.1 The Company represents and warrants to the Security Holder that:
 - (a) it is duly incorporated and validly existing under the law of Scotland;
 - (b) it has the power to grant this Security and perform its obligations hereunder;
 - (c) it has taken all necessary corporate action to authorise the execution and delivery of this Security and the performance of its obligations hereunder;
 - (d) the grant of this Security and the performance of its obligations hereunder will not contravene any law, regulation or agreement to which the Company is a party or by which it is bound, or cause any limitation on any of the powers of the Company however imposed, or the right or ability of its directors to exercise any of such powers, to be exceeded;
 - (e) all authorisations required for the creation, performance, validity and enforceability of this Security by the Company have been obtained and are in full force and effect;
 - (f) other than Permitted Security it has not, except for liens or retention of title provisions arising in the ordinary course of its trading activities, granted or created any other security, charge or encumbrance over the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so; and
 - (g) it has not, save in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms, entered into any agreement or granted any option to sell or otherwise dispose of the Secured Assets or any interest therein, or agreed, conditionally or unconditionally, to do so.

3.2 The Company undertakes that unless otherwise agreed in writing by the Security Holder it shall not:

- (a) dispose of any of its heritable, freehold or leasehold property or any interest or estate therein or grant any lease, sub-lease, tenancy, sub-tenancy or licence thereof or surrender or accept the surrender of any of the foregoing;
- (b) dispose of any other of the Secured Assets or any interest therein otherwise than in the ordinary course of its trading activities, for market value, on an arms length basis and for consideration payable in cash on normal commercial terms;
- (c) pull down or remove the whole or any part of any buildings or erections forming part of the Secured Assets or make any structural or external alterations thereto or sever or unfix or remove any of the fixtures attaching thereto or (except for the purpose of effecting necessary repairs or replacing with new or improved models or substitutes) remove any fixed plant or machinery belonging to or used by it;
- (d) sell, factor, discount, assign or otherwise charge or dispose of its book debts or other accounts or payments receivable;
- (e) become a guarantor or surety for any person;
- (f) issue or create any debentures, debenture or loan stock or loan capital;
- (g) agree to postpone or subordinate the Company's right to receive or claim payment of any debt or monetary claim due to it; or
- (h) do or omit to do anything whereby any insurance in respect of the Company or the Secured Assets may be rendered void or voidable.

3.3 The Company undertakes that unless otherwise agreed in writing by the Security Holder it shall:

- (a) conduct its business and affairs in a proper and efficient manner and provide the Security Holder on request with such trading, financial and other information as the Security Holder may reasonably require from time to time;
- (b) comply promptly with its obligations under any document or agreement relating to the Secured Liabilities;
- (c) on request deposit with the Security Holder all title deeds, certificates and other documents of title or evidence of ownership in relation to the Secured Assets;
- (d) promptly notify the Security Holder of its acquisition of any heritable, free hold or leasehold property, and if so requested, deposit with the Security Holder all title deeds, leases and other documents of title or evidence of ownership or occupation in relation to that property;
- (e) comply with all obligations, conditions and covenants relating to the heritable, freehold or leasehold property owned or occupied by the Company and promptly pay all rents, rates, taxes and other outgoings in respect thereof and

give the Security Holder and its representatives access to such property at all reasonable times, on reasonable notice;

- (f) comply with all laws, statutes, directives and regulations (including, without limitation, Environmental Laws) and all notices, codes of practice and other requirements having the force of law which are applicable to it and obtain, effect, maintain and comply with all registrations, licenses, consents, authorisations and exemptions required (including, without limitation, under Environmental Law) for the efficient conduct of its business;
- (g) if so requested by the Security Holder appoint an accountant or firm of accountants nominated by the Security Holder to investigate its financial and trading affairs and report to the Security Holder;
- (h) keep the Secured Assets in good order (and where appropriate good working order) and repair and, where necessary, renew and replace them;
- (i) effect and maintain such insurances (in respect of the Company, its business and the Secured Assets) of such types, against such risks, with such insurers, for such amounts and on such terms and conditions as the Security Holder may require, pay the premiums and any other sums necessary to keep such insurances in force promptly when they fall due (and produce the relevant receipts to the Security Holder within three Business Days of being requested to do so): and otherwise comply with the terms and conditions applicable to such insurances. If the Company fails to effect any such insurance or pay any such premium or other sum, the Security Holder shall be entitled to do so in accordance with clause 12.1. The Company shall procure that the name and interest of the Security Holder as sole loss payee under this Security is endorsed or noted on all such insurances and that they each contain a non vitiation provision whereby they will not be held void, voidable or otherwise unenforceable against the Security Holder by reason of any non disclosure, misrepresentation or other act, neglect or default of or attributable to the Company;
- (j) apply all monies received under any such insurances in accordance with the provisions of any loan or facility agreement between the Security Holder or any Group Member and the Company or (if no requirement as to application is so imposed) towards replacing, restoring or reinstating the property destroyed or damaged or making good the loss or damage otherwise sustained;
- (k) notify the Security Holder immediately in the event of any creditor executing diligence, (whether effectual or not), levying distress or execution, or serving any garnishee order against the Company or any of the Secured Assets;
- (l) take all appropriate action (in particular make all filings and registrations and pay all fees, taxes and similar amounts) as may be necessary to maintain in full force and effect all Intellectual Property Rights (if any) owned or used by the Company and take such steps as may be necessary (including without limitation, instituting legal proceedings) to prevent third parties infringing such Intellectual Property Rights in any material respect; and
- (m) promptly notify the Security Holder of any breach of any Environmental Law applicable to it, or any of the representations, warranties and undertakings on its part specified in this clause 3 where such breach has or is likely to have a

material adverse effect on the value of the Secured Assets, the financial condition, assets or revenues of the Company, the ability of the Company to fulfil the Secured Liabilities, or the effectiveness of this Security.

4. ENFORCEMENT

4.1 This Security shall be enforceable immediately upon, or at any time after:

- (a) an Event of Default occurring;
- (b) the Company requesting the appointment of a Receiver or Administrator;
- (c) an administration application being made in respect of the Company; or
- (d) any person giving notice of intention to appoint an administrator.

4.2 At any time after this Security has become enforceable the Security Holder shall be entitled:

- (i) to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
- (ii) to appoint one or more persons as an Administrator of the Company;
- (iii) to make an administration application in respect of the Company; or
- (iv) to give notice of intention to appoint an Administrator in respect of the Company.

4.3 The appointment of a Receiver or Receivers or an Administrator, or the giving of notice of intention to appoint an Administrator shall be effected by the Security Holder by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or Administrator is removed from office by the Court or otherwise ceases to act, the Security Holder shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

4.4 A Receiver appointed under this Security shall have the following powers in addition to those specified in schedule 2 of the Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- (b) subject to the articles of association, to convene extraordinary general meetings of the Company;
- (c) generally, without prejudice to the other provisions of this clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the

realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Liabilities; and

- (d) in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.
- 4.5 The Receiver shall be the agent of the Company for all purposes of and in all respects arising under this Security and, except as otherwise provided by the Act, the Company alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.
- 4.6 All monies realised by the Receiver or otherwise arising from the enforcement of this security shall, subject always (a) to clause 4.7 and clause 9, (b) to the claims of creditors ranking in priority to or *pari passu* with the claims of the Security Holder under this Security and (c) to the terms of section 60 of the Act, be applied by the Receiver in or towards the settlement of the Secured Liabilities in the following order of priority:-
- (a) in satisfaction of all costs, charges and expenses incurred and payments made by the Security Holder or the Receiver and the remuneration of the Receiver;
 - (b) in or towards satisfaction of the Secured Liabilities in such order as the Security Holder and the Group Members may from time to time conclusively agree (in their discretion);
 - (c) as to any surplus (if any) to the person or persons entitled thereto.
- 4.7 Nothing in this Security shall limit the right of the Receiver and/or the Security Holder (and the Company acknowledges that the Receiver and the Security Holder are so entitled) if and for so long as the Receiver and/or the Security Holder in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be an account or accounts with the Security Holder), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Liabilities.
- 4.8 The rights powers and discretions conferred on the Receiver under this clause are subject only to his/her obligation to account to the Company or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Liabilities have been fully and unconditionally paid and discharged.
- 4.9 No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Liabilities remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- 4.10 The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets

and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

- 4.11 The Receiver and the Security Holder shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Security Holder, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Security, except to the extent caused by the gross negligence or wilful default of the Receiver or the Security Holder or his/her or its officers, employees or agents.

5. FURTHER ASSURANCE AND POWER OF ATTORNEY

- 5.1 Upon request by the Security Holder, the Company will at the Company's cost immediately sign, seal, execute, deliver all deeds, documents and instruments and do all such other acts and things as the Security Holder or any Receiver appointed hereunder may require for perfecting or protecting this Security or its priority or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Security Holder or the Receiver under this Security.
- 5.2 The Company hereby irrevocably appoints the Security Holder and any Receiver severally to be its attorney and in its name and on its behalf:
- (a) to do anything which the Company is obliged to do (but has not done) under this Security; and
 - (b) generally to exercise all or any of the rights, powers and discretions conferred on the Security Holder or the Receiver in relation to the Secured Assets under this Security.
- 5.3 The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this clause.
- 5.4 The appointment effected under clause 5.1 shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred shall only become exercisable upon the occurrence of an Event of Default (which upon the appointment of the Receiver shall be deemed to be the case) or if the Company does not fulfil any of its obligations under clause 5.1 within three Business Days of notice from the Security Holder or the Receiver to do so.

6. NOTICE OF SUBSEQUENT INTEREST

- 6.1 At any time after the Security Holder has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or Encumbrance over or affecting any part of the Secured Assets or the proceeds of realisation, the Security Holder or any Group Member may open a new account or accounts with the Company. If the Security Holder does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time

all payments made to the Security Holder shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

7. ADDITIONAL SECURITY

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Holder or a Group Member may now or at any time hereafter hold for all or any part of the Secured Liabilities.

8. SET-OFF

- 8.1 The Security Holder or a Group Member may (but shall not be obliged to) set off any obligation which is due and payable by the Company to the Security Holder or another Group Member and unpaid, against any obligation (whether or not matured) owed by the Security Holder or another Group Member to the Company, regardless of the place of payment, booking branch or currency of either obligation.
- 8.2 At any time after this Security has become enforceable (and in addition to its rights under clause 8.1), the Security Holder or a Group Member may (but shall not be obliged to) set-off any contingent liability owed by the Company to the Security Holder or another Group Member against any obligation (whether or not matured) owed by the Security Holder or another Group Member to the Company, regardless of the place of payment, booking branch or currency of either obligation.
- 8.3 If the obligations are in different currencies, the Security Holder or a Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 8.4 If any obligation referred to in this clause 8 is unliquidated or unascertained, the Security Holder or a Group Member may set-off in an amount estimated by it in good faith to be the amount of that obligation.

9. DISCHARGE

- 9.1 When the Secured Liabilities have been fully and unconditionally paid or discharged the Security Holder shall at the Company's request, and at its expense, discharge this Security. Any payment or realisation in respect of the Secured Liabilities which in the reasonable opinion of the Security Holder is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.
- 9.2 If any payment or realisation in respect of the Secured Liabilities is, in the Security Holder's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Holder shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.
- 9.3 The Security Holder's right to recover the Secured Liabilities in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Holder on the faith of any such payment or realisation.

10. ASSIGNATION

- 10.1 The Security Holder may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder.
- 10.2 The Company may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

11. PROTECTION OF SECURITY

- 11.1 This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Liabilities and shall remain in force and may not be revoked until the Secured Liabilities have been fully and unconditionally paid and discharged.
- 11.2 The Company agrees that none of its obligations or the Security Holder's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:
- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Security Holder or any Group Member may have now or in the future from or against the Company or any other person in respect of any of the Secured Liabilities; or
 - (b) any failure, act or omission by the Security Holder, any Group Member or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person in respect of the Secured Liabilities; or
 - (c) any increase in or waiver or discharge of the Secured Liabilities or any termination, amendment, variation, supplement, restatement, novation or replacement of any document or agreement relating thereto; or
 - (d) any grant of time, indulgence, waiver or concession to the Company or any other person; or
 - (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or
 - (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities; or
 - (g) anything done or omitted to be done by the Security Holder, any Group Member, or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Company under this Security.
- 11.3 Failure or delay on the part of the Security Holder or any Group Member in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not in substitution for any

right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

- 11.4 The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

12. MISCELLANEOUS

- 12.1 If the Company fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Receiver or the Security Holder, as the case may be, shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Company on demand, together with interest at 4% per annum over the Security Holder's base rate from time to time from the date of demand until settlement and shall constitute Secured Liabilities.
- 12.2 Irrespective of the currency (whether Sterling or otherwise) in which the Secured Liabilities (or any of them) or the Secured Assets (or any of them) from time to time are expressed, the Security Holder shall be entitled at any time and without prior notification to the Company to convert any amount into such other currency (whether Sterling or otherwise) as the Security Holder or the Group Member or such Receiver may from time to time consider appropriate. Any such conversion shall be effected at the Security Holder's or the Group Member's bankers then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 12.3 A certificate signed by any authorised signatory on behalf of the Security Holder or a Group Member shall, save in the case of manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Security.
- 12.4 This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.
- 12.5 Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.
- 12.6 No amendment or variation of this Security shall be effective unless it is in writing and signed by the Company and is made with the prior written consent of the Security Holder.
- 12.7 The Company shall indemnify the Security Holder on demand against all liabilities, costs, charges and expenses properly and reasonably incurred by the Security Holder (including the fees and expenses of any legal advisers employed by the Security Holder and where appropriate any VAT) in connection with the preparation and execution of this Security (and any further security taken by the Security Holder hereunder) and the enforcement or preservation of the Security Holder's rights under

this Security, together with interest at 4% per annum over the Security Holder's base rate from time to time, from the date of demand until settlement, and the amount thereof shall be a Secured Liability.

13. NOTICES

- 13.1 Any demand or notice to be given under this Security shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally, sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of the relevant party set out in clause 13.2 or as otherwise notified by that party thereunder. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; and
- (b) in the case of pre-paid recorded delivery or first class post, 24 hours from the date of posting;

provided that if deemed receipt occurs before 10.00am on a Business Day the notice shall be deemed to have been received at 10.00am on that day and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 10.00am on the next Business Day.

13.2 Addresses for notices

The addresses of the parties for the purposes of this clause 13 are:

The Security Holder: Santander UK plc

Address for service: One Cornwall Street, Birmingham, B3 2DX

For the attention of: Santander Invoice Finance

The Company: R&B Distillers Limited

Address: 23 Manor Place, Edinburgh, EH3 7DX

For the attention of: The Directors of R&B Distillers Limited

or such other address in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

- 13.3 For the avoidance of doubt, no demand or notice given under this Security shall be validly given if sent by e-mail.

14. CONSENT TO REGISTRATION

The Company consents to the registration of the Security and of any certificates referred to in clause 12.3 above for preservation and execution.

15. COUNTERPARTS AND DELIVERY

15.1 Counterpart execution

This Security may be executed in any number of counterparts and by the parties on separate counterparts.

15.2 Delivery where Security is executed in counterpart

Where executed in counterpart:

- (a) this Security shall not take effect until all of the counterparts have been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- (c) the parties may choose to evidence the date of delivery of this Security by inserting this on the front page of this Security.

15.3 Delivery where Security is not executed in counterpart

If this Security is not executed in counterparts, this Security shall be delivered on the date inserted on the front page of this Security or, if no such date is inserted, the date on which the last party signed this Security.

16. GOVERNING LAW

This Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages are executed by the parties hereto as follows:

SUBSCRIBED for and on behalf of the said
R&B DISTILLERS LIMITED

at Edinburgh

on the 2nd day of June, 2020

by



Director

WILLIAM DOBBIE

Full Name

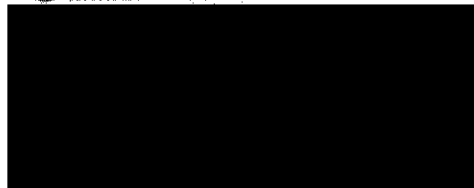
before this witness



Witness

LEONA DOBBIE

Full Name



Address

.....

SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC by a duly authorised attorney

at

Birmingham

on the

3

day of

June

2020

by



Attorney

Tracy Berry

Full Name

before this witness



Witness

Clare Hyland

Full Name

Santander UK plc

Address

One Canada Square

Birmingham

B3 20X