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CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* Highland Distillers Group Limited (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

28 October 2021

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Bond and Floating Charge

Names of the persons entitled to the charge

The Royal Bank of Scotland plc as security trustee for the 2021 Finance Parties under the 2021
Facility Agreement.

Short particulars of all the property charged

The whole of the property, assets and undertaking (including uncalled capital) from time to time of the
Company.

Presenter's name address and
reference (if any):

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

For official use (02/06)

Charges Section

Post room

MONDAY



SAHC35K1

SCT

15/11/2021

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COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please see Paper Apart.

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legibly, preferably
in black type, or
bold block lettering***

Date(s) of execution of the instrument of alteration

Please see Paper Apart.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

Please see Paper Apart.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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in black type, or
bold block lettering*

Please see Paper Apart.

Please complete
legibly, preferably
in black type, or
bold block lettering

Signed John Maciver

Digitally signed by: John Maciver

Date 12 November 2021

On behalf of [~~company~~] [chargee]†

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

† delete as
appropriate

This is a Paper Apart relating to the Form 466 submitted in respect of the Bond and Floating Charge granted by Highland Distillers Group Limited in favour of The Royal Bank of Scotland plc as Security Trustee dated 28 October 2021 as amended from time to time, most recently amended by an instrument of alteration dated 28 October 2021

Names, and addresses of the persons who have executed this instrument of alteration

NAME	ADDRESS
THE ROYAL BANK OF SCOTLAND PLC as security trustee for the Lender Finance Parties under the Lender Facilities Agreement	36 St Andrew Square, Edinburgh, EH2 2YB
THE ROYAL BANK OF SCOTLAND PLC as security trustee for the 2021 Finance Parties under the 2021 Facility Agreement	36 St Andrew Square, Edinburgh, EH2 2YB
LLOYDS BANK PLC as security trustee for the NPA Finance Parties under the NPA Security Trust Deed	25 Gresham Street, London, EC2V 7HN
THE 1887 COMPANY LIMITED (SC199077)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTILLERS GROUP LIMITED (SC001645)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTILLERS LIMITED (SC158731)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTRIBUTION HOLDINGS LIMITED (SC011757)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTRIBUTION VENTURES LIMITED (SC198207)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTRIBUTION NETHERLANDS LIMITED (SC185657)	100 Queen Street, Glasgow G1 3DN
HIGHLAND DISTRIBUTION COMPANY LIMITED (SC192174)	100 Queen Street, Glasgow G1 3DN

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Date(s) of execution of the instrument of alteration

DATE OF DELIVERY – 28 October 2021

The Royal Bank of Scotland plc as Lender Security Trustee – 27 October 2021

The Royal Bank of Scotland plc as 2021 Security Trustee – 27 October 2021

Lloyds Bank Plc – 26 October 2021

The 1887 Company Limited – 27 October 2021

Highland Distillers Group Limited – 27 October 2021

Highland Distillers Limited – 27 October 2021

Highland Distribution Holdings Limited – 27 October 2021

Highland Distribution Ventures Limited – 27 October 2021

Highland Distribution Netherlands Limited – 27 October 2021

Highland Distribution Company Limited – 27 October 2021

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A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

Clause 4.3 of the instrument of alteration - Nature and Extent of Lender Security Documents

4.3 The Obligors and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party so as to bind each such Lender Finance Party as if it were a party to the instrument of alteration) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the Lender Security Documents now or at any time in the future:

4.3.1 shall be granted in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) only;

4.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;

4.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

4.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;

4.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

4.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and

4.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis.

Clause 5.3 of the instrument of alteration - Nature and Extent of 2021 Security Documents

5.3 The Obligors and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party so as to bind each such 2021 Finance Party as if it were a party to the instrument

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of alteration) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) that the Security created by the 2021 Security Documents now or at any time in the future:

5.3.1 shall be granted in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) only;

5.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;

5.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;

5.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;

5.3.5 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;

5.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

5.3.7 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

5.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and

5.3.9 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis

Clause 6.3 of the instrument of alteration - Nature and Extent of NPA Security Documents

6.3 The Obligors and the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party so as to bind each such NPA Finance Party as if it were a party to the instrument of alteration) hereby agree and covenant and undertake with each of the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the NPA Security Documents now or at any time in the future:

6.3.1 shall be granted in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) only;

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6.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;

6.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

6.3.4 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;

6.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

6.3.6 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.8 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis; and

6.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis.

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A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Clause 3 Ranking of Security Documents

The Lender Security Documents, the 2021 Security Documents and the NPA Security Documents shall rank together equally and on a pari passu basis without any preference between them.

Definitions

2015 Deed of Amendment	means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 29 April 2015 for the purpose of amending the NPA Security Documents
2015 Note Purchase Agreement	means the note purchase agreement made between the Parent, the 2015 Noteholders and others dated on or about 29 April 2015 in respect of Notes issued up to £120,000,000
2015 Noteholders	means: (a) the Original 2015 Noteholders; and (b) any person which becomes a party to the Intercreditor Deed as a 2015 Noteholder pursuant to Clause 15.12 (Creditor Accession Undertaking) of the Intercreditor Deed, and the term "2015 Noteholder" shall be construed accordingly
2019 Deed of Amendment	means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 10 January 2019 for the purpose of amending the NPA Security Documents
2019 Note Purchase Agreement	means the note purchase agreement made between the Parent, the 2019 Noteholders and others dated on or about 6 December 2018 in respect of Notes issued up to £220,000,000
2019 Noteholders	means: (a) the Original 2019 Noteholders; and (b) any person which becomes a party to the Intercreditor Deed as a 2019 Noteholder pursuant to Clause 15.12 (Creditor Accession Undertaking) of the Intercreditor Deed, and the term "2019 Noteholder" shall be construed accordingly
2021 Security Documents	means

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	<p>(a) the bond and floating charge dated on or around the date of the instrument of alteration made by the Parent in favour of the 2021 Security Trustee;</p> <p>(b) the bond and floating charge dated on or around the date of the instrument of alteration made by HDGL in favour of the 2021 Security Trustee;</p> <p>(c) the bond and floating charge dated on or around the date of the instrument of alteration made by HDL in favour of the 2021 Security Trustee;</p> <p>(d) the bond and floating charge dated on or around the date of the instrument of alteration made by HDHL in favour of the 2021 Security Trustee;</p> <p>(e) the bond and floating charge dated on or around the date of the instrument of alteration made by HDVL in favour of the 2021 Security Trustee;</p> <p>(f) the bond and floating charge dated on or around the date of the instrument of alteration made by HDNL in favour of the 2021 Security Trustee;</p> <p>(g) the bond and floating charge dated on or around the date of the instrument of alteration made by HDCL in favour of the 2021 Security Trustee; and</p> <p>(h) any other Security from time to time granted or created by any Obligor in favour of the 2021 Security Trustee</p>
2021 Facility	has the meaning given to the term Facility in the 2021 Facility Agreement
2021 Facility Agreement	means the Facility Agreement dated on or around the date of the instrument of alteration between (1) the Parent as borrower; (2) the subsidiaries of the Borrower listed in Part 1 of Schedule 1 thereto as Original Guarantors; (3) the 2021 Arranger; (4) the 2021 Lenders; and (5) the 2021 Security Trustee
2021 Finance Document	has the meaning given to the term Finance Document in the 2021 Facility Agreement
2021 Finance Party	means the 2021 Agent, the 2021 Security Trustee, the 2021 Arranger, the 2021 Lenders, any 2021 Hedge Counterparty, and each Party which accedes to the Intercreditor Deed in any such capacity
2021 Hedge Counterparty	means any person which becomes Party as a 2021 Hedge Counterparty pursuant to Clause 15.12 (Creditor Accession Undertaking) which, is or has become party to the 2021 Facility Agreement as a Hedge Counterparty (as that term is defined in the 2021 Facility Agreement)

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2021 Hedging Agreement	means any agreement entered into by a 2021 Hedge Counterparty and defined as a Hedging Agreement in the 2021 Facility Agreement
2021 Lender	means: (a) the Original 2021 Lenders; and (b) any person which becomes Party to the Intercreditor Deed as a 2021 Lender pursuant to Clause 15.12 (Creditor Accession Undertaking), and "Lender" shall be construed accordingly
Additional Borrower	means a company which becomes a Borrower in accordance with Clause 28 of the Lender Facilities Agreement
Affiliate	means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, provided that, notwithstanding the foregoing, in relation to the NatWest Group, the term "Affiliate" shall not include (1) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (2) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of the NatWest Group;
Ancillary Facility	means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (Ancillary Facilities) of the Lender Facilities Agreement
Ancillary Lenders	means each Lender (or Affiliate of a Lender) which makes an Ancillary Facility available pursuant to the terms of the Lender Facilities Agreement
Borrowers	(i) means: (a) as regards the Lender Finance Documents, a Borrower as that term is defined in the Lender Facilities Agreement; or (b) as regards the NPA Finance Documents, the Company as that term is defined in each Note Purchase Agreement; or (c) as regards the 2021 Finance Documents, the Borrower as the term is defined in the 2021 Facility Agreement.

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Creditor	means the Lender Security Trustee, the 2021 Security Trustee or the NPA Security Trustee and "Creditors" shall be construed accordingly.
Group	means the Parent and each of its Affiliates from time to time and "Group Company" and "member of the Group" shall be construed accordingly
HDCL	means Highland Distribution Company Limited (SC192174)
HDGL	means Highland Distillers Group Limited (SC001645)
HDHL	means Highland Distribution Holdings Limited (SC011757)
HDL	means Highland Distillers Limited (SC158731)
HDNL	means Highland Distribution Netherlands Limited (SC185657)
HDVL	means Highland Distribution Ventures Limited (SC198207)
Hedge Counterparty	means a Lender Hedge Counterparty, a 2021 Hedge Counterparty, or a NPA Hedge Counterparty
Hedging Agreements	means a Lender Hedging Agreement, a 2021 Hedging Agreement, or a NPA Hedging Agreement
Holding Company	means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
Intercreditor Deed	means the intercreditor deed made between the Lender Security Trustee, the 2021 Security Trustee, the NPA Security Trustee, the Obligors and others, dated on or around the date of the instrument of alteration
Lender Agent	means The Royal Bank of Scotland plc as agent for the Lender Finance Parties under the terms of the Lender Facilities Agreement
Lender Arrangers	The Royal Bank Of Scotland plc, Lloyds Bank plc, BNP Paribas, London Branch, HSBC UK Bank plc, Skandinaviska Enskilda Banken AB (Publ) and Citibank, N.A., London Branch as Mandated Lead Arrangers in respect of the Lender Facilities Agreement
Lender Facilities Agreement	means the facility agreement dated 12 December 2019 between, amongst others, (1) the Parent, (2) the Lender Security Trustee, (3) the Lender Agent and (4) the Original Lenders pursuant to which the Lenders (as defined in the Lender Facilities Agreement) made available to the Borrowers (as defined in the Lender Facilities Agreement) multicurrency revolving facilities of up to £325,000,000 upon the terms and conditions contained therein (as that

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	agreement may from time to time be amended, restated, varied, novated, supplemented or replaced including, without limitation, by the increase or maturity of the facility)
Lender Finance Parties	means the Lender Agent, the Lender Security Trustee, the Lender Arrangers, the Lenders, the Lender Hedge Counterparties, the Ancillary Lenders and each Party which accedes to Intercreditor Deed in any such capacity and the term "Lender Finance Party" shall be construed accordingly
Lender Hedge Counterparties	means an Original Lender Hedge Counterparty and any person which becomes Party as a Lender Hedge Counterparty pursuant to Clause of Intercreditor Deed, which, in each case, is or has become party to the Lender Facilities Agreement as a Hedge Counterparty (as that term is defined in the Lender Facilities Agreement)
Lender Hedging Agreement	means any agreement entered into by a Lender Hedge Counterparty and defined as a Hedging Agreement in the Lender Facilities Agreement
Lender Security Documents	<p>means</p> <p>(a) the bond and floating charge dated 12 December 2019 made by the Parent in favour of the Lender Security Trustee;</p> <p>(b) the bond and floating charge dated 12 December 2019 made by HDGL in favour of the Lender Security Trustee;</p> <p>(c) the bond and floating charge dated 12 December 2019 made by HDL in favour of the Lender Security Trustee;</p> <p>(d) the bond and floating charge dated 12 December 2019 made by HDHL in favour of the Lender Security Trustee;</p> <p>(e) the bond and floating charge dated 12 December 2019 made by HDVL in favour of the Lender Security Trustee;</p> <p>(f) the bond and floating charge dated 12 December 2019 made by HDNL in favour of the Lender Security Trustee;</p> <p>(g) the bond and floating charge dated 12 December 2019 made by HDCL in favour of the Lender Security Trustee; and</p> <p>(h) any other Security from time to time granted or created by any Obligor in favour of the Lender Security Trustee</p>
Lender Security Trustee	means The Royal Bank of Scotland plc as security trustee for the Lender Finance Parties under the Lender Facilities Agreement
Lenders	<p>means:</p> <p>(a) the Original Lenders;</p>

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	<p>(b) any person which becomes party to the Intercreditor Deed as a Lender pursuant to Clause 15.2 (Creditor Accession Undertaking) of the Intercreditor Deed; and</p> <p>(c) the Ancillary Lenders,</p> <p>and "Lender" shall be construed accordingly</p>
Liabilities	<p>means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Transaction Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:</p> <p>(a) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;</p> <p>(b) any claim for damages or restitution; and</p> <p>(c) any claim as a result of any recovery by any Obligor of a Payment on the grounds of preference or otherwise,</p> <p>and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings</p>
Mandated Lead Arrangers	The Royal Bank of Scotland plc, Lloyds Bank plc, HSBC UK Bank plc, Skandinaviska Enskilda Banken AB (PUBL), BNP Paribas, London Branch and Citibank, N.A., London Branch
NatWestGroup	Means NatWest Group Plc and its subsidiaries and subsidiary undertakings
Note Purchase Agreement	means either or both of the 2015 Note Purchase Agreement and the 2019 Note Purchase Agreement, as the context requires
Noteholders	means the 2015 Noteholders and the 2019 Noteholders
Notes	means a loan note issued by an Obligor under the terms of a Note Purchase Agreement and "Notes" shall be construed accordingly
NPA Finance Parties	means the 2015 Noteholders, the 2019 Noteholders, the NPA Hedge Counterparties, the NPA Security Trustee and each Party which accedes to the Intercreditor Deed in any such capacity and the term "NPA Finance Party" shall be construed accordingly
NPA Hedge Counterparty	means:

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	<p>(a) any person who is party as an NPA Hedge Counterparty (as listed in Part 6 of the Intercreditor Deed); and</p> <p>(b) any person which becomes a party to the Intercreditor Deed as a NPA Hedge Counterparty pursuant to Clause 15.12 (Creditor Accession Undertaking),</p> <p>which, in each case, is or has become party to the NPA Security Trust Deed as a Hedge Counterparty (as that term is defined in the NPA Security Trust Deed)</p>
NPA Hedging Agreements	means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a NPA Hedge Counterparty for the purpose of entering into and concluding NPA Treasury Transactions
NPA Liabilities	means the Liabilities owed by the Obligors to the NPA Finance Parties (other than the NPA Hedge Counterparties in that capacity) under or in connection with the NPA Finance Documents (other than the NPA Hedging Agreements);
NPA Security Documents	<p>means:</p> <p>(a) the bond and floating charge dated 1 April 2011 made by the Parent in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(b) the bond and floating charge dated 1 April 2011 made by HDGL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(c) the bond and floating charge dated 1 April 2011 made by HDL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(d) the bond and floating charge dated 1 April 2011 made by HDHL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(e) the bond and floating charge dated 1 April 2011 made by HDVL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(f) the bond and floating charge dated 1 April 2011 made by HDNL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as</p>

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	<p>amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;</p> <p>(g) the bond and floating charge dated 1 April 2011 made by HDCL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment; and</p> <p>(h) any other Security from time to time granted or created by any Obligor in favour of the NPA Security Trustee</p>
NPA Security Trust Deed	means the security trust deed dated 12 December 2019 between the Noteholders, the NPA Security Trustee, the Obligors and others;
NPA Security Trustee	means Lloyds Bank plc as security trustee for the NPA Finance Parties under the NPA Security Trust Deed
NPA Treasury Transactions	means any derivative transaction in relation to the NPA Liabilities entered into by an Obligor and a NPA Hedge Counterparty in connection with protecting against or benefiting from fluctuations in any rate, currency or price and not for speculative purposes
Obligors	means the Parent, HDGL, HDL, HDHL, HDVL, HDNL and HDCL and "Obligor" shall mean any one of them
Original 2015 Noteholders	The entities listed in Part 4 of Schedule 1 of the Intercreditor Deed as Noteholders under the 2015 Note Purchase Agreement
Original 2019 Noteholders	The entities listed in Part 5 of Schedule 1 of the Intercreditor Deed as Noteholders under the 2019 Note Purchase Agreement
Original Lender Hedge Counterparty	means the financial institutions listed in Part 3 of Schedule 1 (The Original Parties) as hedge counterparties of the Lender Facilities Agreement
Original Lenders	means the financial institutions listed in Part 2 of Schedule 1 (The Original Parties) as lenders of the Lender Facilities Agreement
Parent	means The 1887 Company Limited (SC199077)
Payment	means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)
Security	means a mortgage, charge (fixed or floating), pledge, lien, standard security, security assignment, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

This is a Paper Apart relating to the Form 466 submitted in respect of the Bond and Floating Charge granted by Highland Distillers Group Limited in favour of The Royal Bank of Scotland plc as Security Trustee dated 28 October 2021 as amended from time to time, most recently amended by an instrument of alteration dated 28 October 2021

Security Documents	means the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents and "Security Document" shall mean any one of them.
Subsidiary	means a subsidiary within the meaning of Section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1), (b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee
Transaction Documents	means each of the Intercreditor Deed, the Hedging Agreements, the Lender Finance Documents, the NPA Finance Documents, the 2021 Finance Documents, the Security Documents and any other document designated as such by the Lender Security Trustee, the 2021 Security Trustee, the NPA Security Trustee and the Parent



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 1645
CHARGE CODE SC00 1645 0011

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 28 OCTOBER 2021 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 15 NOVEMBER 2021

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 28
OCTOBER 2021

BY HIGHLAND DISTILLERS GROUP LIMITED

IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 NOVEMBER 2021



Companies House



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

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 28 October 2021

RANKING AGREEMENT

among

THE ROYAL BANK OF SCOTLAND PLC

Lender Security Trustee

and

THE ROYAL BANK OF SCOTLAND PLC

2021 Security Trustee

and

LLOYDS BANK PLC

NPA Security Trustee

and

THE 1887 COMPANY LIMITED

Parent

and

HIGHLAND DISTILLERS GROUP LIMITED

and

HIGHLAND DISTILLERS LIMITED

and

HIGHLAND DISTRIBUTION HOLDINGS LIMITED

and

HIGHLAND DISTRIBUTION VENTURES LIMITED

and

HIGHLAND DISTRIBUTION NETHERLANDS LIMITED

and

HIGHLAND DISTRIBUTION COMPANY LIMITED

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 28 October 2021

RANKING AGREEMENT

AMONG

- (1) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Lender Finance Parties under the Lender Facilities Agreement (the "Lender Security Trustee");
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the 2021 Finance Parties under the 2021 Facility Agreement (the "2021 Security Trustee");
- (3) **LLOYDS BANK PLC** as security trustee for the NPA Finance Parties under the NPA Security Trust Deed (the "NPA Security Trustee");
- (4) **THE 1887 COMPANY LIMITED** (Registered No. SC199077) (the "Parent");
- (5) **HIGHLAND DISTILLERS GROUP LIMITED** (Registered No. SC001645) ("HDGL");
- (6) **HIGHLAND DISTILLERS LIMITED** (Registered No. SC158731) ("HDL");
- (7) **HIGHLAND DISTRIBUTION HOLDINGS LIMITED** (Registered No. SC011757) ("HDHL");
- (8) **HIGHLAND DISTRIBUTION VENTURES LIMITED** (Registered No. SC198207) ("HDVL");
- (9) **HIGHLAND DISTRIBUTION NETHERLANDS LIMITED** (Registered No. SC185657) ("HDNL"); and
- (10) **HIGHLAND DISTRIBUTION COMPANY LIMITED** (Registered No. SC192174) ("HDCL").

WHEREAS

- A. The Obligors have granted or are about to grant in favour of the 2021 Security Trustee, the 2021 Security Documents (as hereinafter defined);
- B. The Obligors have granted in favour of the Lender Security Trustee, the Lender Security Documents (as hereinafter defined);

- C. The Obligors have granted in favour of the NPA Security Trustee, the NPA Security Documents (as hereinafter defined); and
- D. The parties hereto have agreed to enter into this Agreement for the purpose of regulating the ranking and preference of the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents as is evidenced by their execution of this Agreement.

NOW THEREFORE the parties hereto have agreed and do hereby **AGREE** as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement unless the context otherwise requires:

"2015 Deed of Amendment" means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 29 April 2015 for the purpose of amending the NPA Security Documents.

"2019 Deed of Amendment" means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 10 January 2019 for the purpose of amending the NPA Security Documents.

"2021 Security Documents" means

- (a) the bond and floating charge dated on or around the date of this Agreement made by the Parent in favour of the 2021 Security Trustee;
- (b) the bond and floating charge dated on or around the date of this Agreement made by HDGL in favour of the 2021 Security Trustee;
- (c) the bond and floating charge dated on or around the date of this Agreement made by HDL in favour of the 2021 Security Trustee;
- (d) the bond and floating charge dated on or around the date of this Agreement made by HDHL in favour of the 2021 Security Trustee;
- (e) the bond and floating charge dated on or around the date of this Agreement made by HDVL in favour of the 2021 Security Trustee;

Security Trustee;

- (f) the bond and floating charge dated on or around the date of this Agreement made by HDNL in favour of the 2021 Security Trustee;
- (g) the bond and floating charge dated on or around the date of this Agreement made by HDCL in favour of the 2021 Security Trustee; and
- (h) any other Security from time to time granted or created by any Obligor in favour of the 2021 Security Trustee.

"Creditor"

means the Lender Security Trustee, the 2021 Security Trustee or the NPA Security Trustee and "Creditors" shall be construed accordingly.

"Intercreditor Deed"

means the intercreditor deed made between the Lender Security Trustee, the 2021 Security Trustee, the NPA Security Trustee, the Obligors and others, dated on or around the date of this Agreement.

"Lender Security Documents"

means

- (a) the bond and floating charge dated 12 December 2019 made by the Parent in favour of the Lender Security Trustee;
- (b) the bond and floating charge dated 12 December 2019 made by HDGL in favour of the Lender Security Trustee;
- (c) the bond and floating charge dated 12 December 2019 made by HDL in favour of the Lender Security Trustee;
- (d) the bond and floating charge dated 12 December 2019 made by HDHL in favour of the Lender Security Trustee;
- (e) the bond and floating charge dated 12 December 2019 made by HDVL in favour of the Lender Security Trustee;
- (f) the bond and floating charge dated 12 December 2019 made by HDNL in favour of the Lender Security Trustee;
- (g) the bond and floating charge dated 12 December 2019

made by HDCL in favour of the Lender Security Trustee;
and

- (h) any other Security from time to time granted or created by any Obligor in favour of the Lender Security Trustee.

"NPA Security Documents"

means:

- (a) the bond and floating charge dated 1 April 2011 made by the Parent in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (b) the bond and floating charge dated 1 April 2011 made by HDGL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (c) the bond and floating charge dated 1 April 2011 made by HDL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (d) the bond and floating charge dated 1 April 2011 made by HDHL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (e) the bond and floating charge dated 1 April 2011 made by HDVL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (f) the bond and floating charge dated 1 April 2011 made by HDNL in favour of the NPA Security Trustee and

registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;

(g) the bond and floating charge dated 1 April 2011 made by HDCL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment; and

(h) any other Security from time to time granted or created by any Obligor in favour of the NPA Security Trustee.

“Obligors” means the Parent, HDGL, HDL, HDHL, HDVL, HDNL and HDCL and “Obligor” shall mean any one of them.

“Security Documents” means the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents and “Security Document” shall mean any one of them.

- 1.2 Save where otherwise defined herein, terms and expressions defined in the Intercreditor Deed shall have the same meaning where used herein.
- 1.3 Reference to the Creditors shall be deemed to include successors, transferees and assignees of the Creditors.
- 1.4 In this Agreement, the singular includes the plural and vice versa. Clause headings are for convenience only.
- 1.5 References to a “person” shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.
- 1.6 Words importing any gender shall include the other gender, words importing the singular number shall include the plural and vice versa.
- 1.7 Reference to any statutory provision shall be deemed to include reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and to any order, regulation, instrument or other subordinate legislation made under the relevant statute.

1.8 Where any Security Document ranks with any other Security Document, such ranking shall be upon the assets secured thereby.

1.9 All defined terms shall be read in accordance with what the context requires and, without prejudice to the generality thereof, the inadvertent substitution of a lower case for an upper case in the first letter of any defined term or the inadvertent inclusion or omission of a definite or indefinite article shall not be deemed to be material.

2. **OVERRIDING EFFECT**

The provisions of this Agreement shall apply and the Security Documents shall be given effect in accordance with the terms hereof notwithstanding the provisions of Sections 464 or 466 of the Companies Acts 1985, or any other rule of law which might operate to the contrary effect, or the terms of the Security Documents or any of them or the dates of creation or registration or intimation thereof or the date or dates on which the Creditors or any of them or any person on behalf of which they are holding security may have made or may hereafter make advances to the Obligors on the date or dates on which such advances to the Obligors or the date or dates on which such advances have been or shall be drawn out or debited to the Obligors or the date or dates on which sums due or becoming due to either of the Creditors have been or shall become due and irrespective of the composition of or fluctuations in such sums or the existence at any time of a credit balance on any current or other account.

3. **RANKING OF SECURITY DOCUMENTS**

The Lender Security Documents, the 2021 Security Documents and the NPA Security Documents shall rank together equally and on a *pari passu* basis without any preference between them.

4. **NATURE AND EXTENT OF LENDER SECURITY DOCUMENTS**

4.1 The Lender Security Trustee represents and warrants to the NPA Security Trustee that each Lender Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

4.2 The Lender Security Trustee represents and warrants to the 2021 Security Trustee that each Lender Security Document entered into by an Obligor is on terms which

are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.

4.3 The Obligors and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party so as to bind each such Lender Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the Lender Security Documents now or at any time in the future:

- 4.3.1 shall be granted in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) only;
- 4.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;
- 4.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;
- 4.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;
- 4.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;
- 4.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 4.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021

Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and

4.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis

5. NATURE AND EXTENT OF 2021 SECURITY DOCUMENTS

5.1 The 2021 Security Trustee represents and warrants to the NPA Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

5.2 The 2021 Security Trustee represents and warrants to the Lender Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.

5.3 The Obligors and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party so as to bind each such 2021 Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) that the Security created by the 2021 Security Documents now or at any time in the future:

5.3.1 shall be granted in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) only;

- 5.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;
- 5.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;
- 5.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;
- 5.3.5 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;
- 5.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.7 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and
- 5.3.9 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender

Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis

6. NATURE AND EXTENT OF NPA SECURITY DOCUMENTS

- 6.1 The NPA Security Trustee represents and warrants to the Lender Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.
- 6.2 The NPA Security Trustee represents and warrants to the 2021 Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.
- 6.3 The Obligors and the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party so as to bind each such NPA Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the NPA Security Documents now or at any time in the future:
- 6.3.1 shall be granted in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) only;
 - 6.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;
 - 6.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;
 - 6.3.4 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;
 - 6.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;
 - 6.3.6 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance

Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.8 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis; and

6.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis.

7. FLUCTUATING ADVANCES

The foregoing ranking provisions shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by any of the Creditors or any person on behalf of which they are holding security to the Obligors or have been or shall be drawn out by or debited to the Obligors, the Obligors having no concern with the composition of or fluctuations in the sum or sums due by the Obligors to any of the Creditors or any person on behalf of which they are holding security.

8. VARIATION/ALTERATION

The Security Documents are hereby varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.

9. COMPENSATION

The Creditors hereby agree that, if this Agreement is regarded by any one or more liquidators, receivers, administrators or administrative receivers of the Obligors as failing to bind him or them, any party or parties who will have benefited as a result of any action by any one or more liquidators or others aforesaid will forthwith compensate the party or parties who will have been correspondingly prejudiced to the extent of the aforesaid provisions as to the ranking as detailed in Clause 3 above.

10. CONSENT

10.1 Each of the Creditors shall be deemed to have given timeously all consents necessary to the granting by the Obligors of the Security Documents.

10.2 Subject to the foregoing provisions as to ranking, none of the Security Documents shall, in any way, prejudice or affect any other of them as security for or in respect of any sums which now are or have been or at any time hereafter become due, owing or incurred by the Obligors to either of the Creditors, and subject as aforesaid, all such sums shall be fully and effectually secured by and under and in terms of each of the Security Documents as if all such sums had become due or owing or incurred to the Lender Finance Parties, the 2021 Finance Parties and/or the NPA Finance Parties before the creation of any other of the Security Documents.

11. ENFORCEMENT ACTION

All Enforcement Action will be taken in accordance with Clause 11 (*Enforcement Action*) of the Intercreditor Deed.

12. ASSIGNATION AND TRANSFER

12.1 This Agreement is binding on the permitted successors and assignees of the parties to this Agreement.

12.2 An Obligor may not assign or transfer all or any of its rights, obligations or benefits under this Agreement.

12.3 The Creditors shall not assign or transfer any of their respective rights, obligations or benefits in respect of the Security Documents unless the assignee or transferee agrees in writing to be bound by the terms of this Agreement. The parties hereto confirm that any such assignee or transferee will become a party to this Agreement.

13. **COUNTERPARTS**

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

13.2 Where executed in counterparts:

13.2.1 unless otherwise agreed between the parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act");

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

13.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act; and

13.2.4 the parties may choose to evidence the date of delivery of this Agreement by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Agreement.

13.3 The parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement.

14. **GOVERNING LAW**

14.1 This Agreement and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of Scotland.

14.2 The Court of Session in Scotland (the "Court") has exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Agreement (whether or

not contractual in nature and including a dispute relating to the existence, validity or termination of this Agreement).

- 14.3 The Obligors irrevocably waive any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.

14.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed as to) limit the right of the Creditors to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Obligors' place of incorporation). Legal proceedings by the Creditors in any one or more jurisdictions shall not preclude legal proceedings by them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages are subscribed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Agreement in accordance with Clause 13:

THE LENDER SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:

.....
Signature

.....
Name of Authorised Signatory

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

THE 2021 SECURITY TRUSTEE:

**SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:**

.....
Signature

.....
Name of Authorised Signatory

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

NPA SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of **LLOYDS BANK PLC**
by:

.....

Signature

.....

Name of Authorised Signatory

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

THE PARENT

SUBSCRIBED for and on behalf of **THE 1887 COMPANY LIMITED**

by:

[Redacted Signature]

Signature

..... *Paul Hyde*

Name of Director

in the presence of:

[Redacted Signature]

..... Signature of Witness

..... *RIAN THOMAS AHERN* Name of Witness
Dentons UK and Middle East LLP

..... *Quatermile One* Address of Witness
15 Lauriston Place
Edinburgh
EH3 9EP

..... *TRAINEE SOLICITOR* Occupation of Witness

at *Glasgow*

on *27 October 2021*

SUBSCRIBED for and on behalf of **HIGHLAND DISTILLERS GROUP LIMITED**

by:

..... *LINDSEY CAMPBELL*

Signature

[Redacted Signature]
Name of Director

in the presence of:

[Redacted Signature]

..... Signature of Witness

..... *RIAN THOMAS AHERN* Name of Witness

Dentons UK and Middle East LLP

..... *Quatermile One* Address of Witness
15 Lauriston Place
Edinburgh
EH3 9EP

..... *TRAINEE SOLICITOR* Occupation of Witness

at *Glasgow*

on *27 October 2021*

HDL

SUBSCRIBED for and on behalf of **HIGHLAND DISTILLERS LIMITED**
by:

LINDSEY CHANCELL

Signature

Name of Director

in the presence of:



Signature of Witness

RIAN THOMAS ATHERTON Name of Witness

Dentons UK and Middle East LLP

Quatermile One

15 Lauriston Place

Edinburgh

EH3 9EP

Address of Witness

TRAINEE SOLICITOR Occupation of Witness

at Glasgow

on 27 October 2021

HDHL

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION HOLDINGS LIMITED**
by:

Signature

PAUL HYDE

Name of Director

in the presence of:



Signature of Witness

RIAN THOMAS ATHERTON Name of Witness

Dentons UK and Middle East LLP

Quatermile One

15 Lauriston Place

Edinburgh

EH3 9EP

Address of Witness

TRAINEE SOLICITOR Occupation of Witness

at Glasgow

on 27 October 2021

HDVL:

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION VENTURES
LIMITED

by:

[Redacted Signature]

Paul Hyde

Signature

Name of Director

in the presence of:

[Redacted Signature]

Signature of Witness

..RIAN THOMAS ATHERTON.. Name of Witness

Dentons UK and Middle East LLP

Quatermile One

Address of Witness

15 Lauriston Place

Edinburgh

EH3 9EP

..TRAINEE...SOLICITOR..... Occupation of Witness

at ~~at~~ Glasgow

on 27 October 2021

HDNL:

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION NETHERLANDS
LIMITED

by:

[Redacted Signature]

Paul Hyde

Signature

Name of Director

in the presence of:

[Redacted Signature]

Signature of Witness

..RIAN THOMAS ATHERTON.. Name of Witness

Dentons UK and Middle East LLP

Quatermile One

Address of Witness

15 Lauriston Place

Edinburgh

EH3 9EP

..TRAINEE...SOLICITOR..... Occupation of Witness

at Glasgow

on 27 October 2021

HDCL:

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION COMPANY
LIMITED

by:

[Redacted Signature]

PAUL H-DC

Signature

Name of Director

in the presence of:

[Redacted Signature]

Signature of Witness

RIAN THOMAS AHERN

Name of Witness

Dentons UK and Middle East LLP

Quatermile One

15 Lauriston Place Address of Witness

Edinburgh

EH3 9EP

TRAFFIC SOLICITOR Occupation of Witness

at Glasgow

on 27 October 2021

DENTONS

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 28 October 2021

RANKING AGREEMENT

among

THE ROYAL BANK OF SCOTLAND PLC

Lender Security Trustee

and

THE ROYAL BANK OF SCOTLAND PLC

2021 Security Trustee

and

LLOYDS BANK PLC

NPA Security Trustee

and

THE 1887 COMPANY LIMITED

Parent

and

HIGHLAND DISTILLERS GROUP LIMITED

and

HIGHLAND DISTILLERS LIMITED

and

HIGHLAND DISTRIBUTION HOLDINGS LIMITED

and

HIGHLAND DISTRIBUTION VENTURES LIMITED

and

HIGHLAND DISTRIBUTION NETHERLANDS LIMITED

and

HIGHLAND DISTRIBUTION COMPANY LIMITED

Dentons UK and Middle East LLP
Quintessence One
15 Lauriston Place
Edinburgh
EH3 9EP
DX BD137 or LP 27


EDINBURGH 11 NOVEMBER 2021
WE CERTIFY THAT, SAVE FOR MATERIAL
REDACTED PURSUANT TO s.85B(3) OF THE
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL INSTRUMENT

PINSENT MASON'S LLP
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH EH3 9AQ

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 28 October 2021

RANKING AGREEMENT

AMONG

- (1) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Lender Finance Parties under the Lender Facilities Agreement (the "Lender Security Trustee");
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the 2021 Finance Parties under the 2021 Facility Agreement (the "2021 Security Trustee");
- (3) **LLOYDS BANK PLC** as security trustee for the NPA Finance Parties under the NPA Security Trust Deed (the "NPA Security Trustee");
- (4) **THE 1887 COMPANY LIMITED** (Registered No. SC199077) (the "Parent");
- (5) **HIGHLAND DISTILLERS GROUP LIMITED** (Registered No. SC001645) ("HDGL");
- (6) **HIGHLAND DISTILLERS LIMITED** (Registered No. SC158731) ("HDL");
- (7) **HIGHLAND DISTRIBUTION HOLDINGS LIMITED** (Registered No. SC011757) ("HDHL");
- (8) **HIGHLAND DISTRIBUTION VENTURES LIMITED** (Registered No. SC198207) ("HDVL");
- (9) **HIGHLAND DISTRIBUTION NETHERLANDS LIMITED** (Registered No. SC185657) ("HDNL"); and
- (10) **HIGHLAND DISTRIBUTION COMPANY LIMITED** (Registered No. SC192174) ("HDCL").

WHEREAS

- A. The Obligors have granted or are about to grant in favour of the 2021 Security Trustee, the 2021 Security Documents (as hereinafter defined);
- B. The Obligors have granted in favour of the Lender Security Trustee, the Lender Security Documents (as hereinafter defined);

- C. The Obligors have granted in favour of the NPA Security Trustee, the NPA Security Documents (as hereinafter defined); and
- D. The parties hereto have agreed to enter into this Agreement for the purpose of regulating the ranking and preference of the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents as is evidenced by their execution of this Agreement.

NOW THEREFORE the parties hereto have agreed and do hereby **AGREE** as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement unless the context otherwise requires:

"2015 Deed of Amendment"

means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 29 April 2015 for the purpose of amending the NPA Security Documents.

"2019 Deed of Amendment"

means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 10 January 2019 for the purpose of amending the NPA Security Documents.

"2021 Security Documents"

means

- (a) the bond and floating charge dated on or around the date of this Agreement made by the Parent in favour of the 2021 Security Trustee;
- (b) the bond and floating charge dated on or around the date of this Agreement made by HDGL in favour of the 2021 Security Trustee;
- (c) the bond and floating charge dated on or around the date of this Agreement made by HDL in favour of the 2021 Security Trustee;
- (d) the bond and floating charge dated on or around the date of this Agreement made by HDHL in favour of the 2021 Security Trustee;
- (e) the bond and floating charge dated on or around the date of this Agreement made by HDVL in favour of the 2021

Security Trustee;

- (f) the bond and floating charge dated on or around the date of this Agreement made by HDNL in favour of the 2021 Security Trustee;
- (g) the bond and floating charge dated on or around the date of this Agreement made by HDCL in favour of the 2021 Security Trustee; and
- (h) any other Security from time to time granted or created by any Obligor in favour of the 2021 Security Trustee.

"Creditor"

means the Lender Security Trustee, the 2021 Security Trustee or the NPA Security Trustee and "Creditors" shall be construed accordingly.

"Intercreditor Deed"

means the intercreditor deed made between the Lender Security Trustee, the 2021 Security Trustee, the NPA Security Trustee, the Obligors and others, dated on or around the date of this Agreement.

"Lender Security Documents"

means

- (a) the bond and floating charge dated 12 December 2019 made by the Parent in favour of the Lender Security Trustee;
- (b) the bond and floating charge dated 12 December 2019 made by HDGL in favour of the Lender Security Trustee;
- (c) the bond and floating charge dated 12 December 2019 made by HDL in favour of the Lender Security Trustee;
- (d) the bond and floating charge dated 12 December 2019 made by HDHL in favour of the Lender Security Trustee;
- (e) the bond and floating charge dated 12 December 2019 made by HDVL in favour of the Lender Security Trustee;
- (f) the bond and floating charge dated 12 December 2019 made by HDNL in favour of the Lender Security Trustee;
- (g) the bond and floating charge dated 12 December 2019

made by HDCL in favour of the Lender Security Trustee;
and

- (h) any other Security from time to time granted or created by any Obligor in favour of the Lender Security Trustee.

"NPA Security Documents"

means:

- (a) the bond and floating charge dated 1 April 2011 made by the Parent in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (b) the bond and floating charge dated 1 April 2011 made by HDGL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (c) the bond and floating charge dated 1 April 2011 made by HDL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (d) the bond and floating charge dated 1 April 2011 made by HDHL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (e) the bond and floating charge dated 1 April 2011 made by HDVL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (f) the bond and floating charge dated 1 April 2011 made by HDNL in favour of the NPA Security Trustee and

registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;

- (g) the bond and floating charge dated 1 April 2011 made by HDCL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment; and
- (h) any other Security from time to time granted or created by any Obligor in favour of the NPA Security Trustee.

"Obligors"

means the Parent, HDGL, HDL, HDHL, HDVL, HDNL and HDCL and "Obligor" shall mean any one of them.

"Security Documents"

means the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents and "Security Document" shall mean any one of them.

1.2 Save where otherwise defined herein, terms and expressions defined in the Intercreditor Deed shall have the same meaning where used herein.

1.3 Reference to the Creditors shall be deemed to include successors, transferees and assignees of the Creditors.

1.4 In this Agreement, the singular includes the plural and vice versa. Clause headings are for convenience only.

1.5 References to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.

1.6 Words importing any gender shall include the other gender, words importing the singular number shall include the plural and vice versa.

1.7 Reference to any statutory provision shall be deemed to include reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and to any order, regulation, instrument or other subordinate legislation made under the relevant statute.

1.8 Where any Security Document ranks with any other Security Document, such ranking shall be upon the assets secured thereby.

1.9 All defined terms shall be read in accordance with what the context requires and, without prejudice to the generality thereof, the inadvertent substitution of a lower case for an upper case in the first letter of any defined term or the inadvertent inclusion or omission of a definite or indefinite article shall not be deemed to be material.

2. **OVERRIDING EFFECT**

The provisions of this Agreement shall apply and the Security Documents shall be given effect in accordance with the terms hereof notwithstanding the provisions of Sections 464 or 466 of the Companies Acts 1985, or any other rule of law which might operate to the contrary effect, or the terms of the Security Documents or any of them or the dates of creation or registration or intimation thereof or the date or dates on which the Creditors or any of them or any person on behalf of which they are holding security may have made or may hereafter make advances to the Obligors on the date or dates on which such advances to the Obligors or the date or dates on which such advances have been or shall be drawn out or debited to the Obligors or the date or dates on which sums due or becoming due to either of the Creditors have been or shall become due and irrespective of the composition of or fluctuations in such sums or the existence at any time of a credit balance on any current or other account.

3. **RANKING OF SECURITY DOCUMENTS**

The Lender Security Documents, the 2021 Security Documents and the NPA Security Documents shall rank together equally and on a *pari passu* basis without any preference between them.

4. **NATURE AND EXTENT OF LENDER SECURITY DOCUMENTS**

4.1 The Lender Security Trustee represents and warrants to the NPA Security Trustee that each Lender Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

4.2 The Lender Security Trustee represents and warrants to the 2021 Security Trustee that each Lender Security Document entered into by an Obligor is on terms which

are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.

4.3 The Obligors and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party so as to bind each such Lender Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the Lender Security Documents now or at any time in the future:

4.3.1 shall be granted in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) only;

4.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;

4.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

4.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;

4.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

4.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021

Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and

4.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis

5. NATURE AND EXTENT OF 2021 SECURITY DOCUMENTS

5.1 The 2021 Security Trustee represents and warrants to the NPA Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

5.2 The 2021 Security Trustee represents and warrants to the Lender Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.

5.3 The Obligors and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party so as to bind each such 2021 Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) that the Security created by the 2021 Security Documents now or at any time in the future:

5.3.1 shall be granted in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) only;

- 5.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;
- 5.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;
- 5.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;
- 5.3.5 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;
- 5.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.7 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and
- 5.3.9 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender

Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis

6. NATURE AND EXTENT OF NPA SECURITY DOCUMENTS

6.1 The NPA Security Trustee represents and warrants to the Lender Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.

6.2 The NPA Security Trustee represents and warrants to the 2021 Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.

6.3 The Obligors and the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party so as to bind each such NPA Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the NPA Security Documents now or at any time in the future:

6.3.1 shall be granted in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) only;

6.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;

6.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

6.3.4 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;

6.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

6.3.6 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance

Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.8 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis; and

6.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis.

7. FLUCTUATING ADVANCES

The foregoing ranking provisions shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by any of the Creditors or any person on behalf of which they are holding security to the Obligors or have been or shall be drawn out by or debited to the Obligors, the Obligors having no concern with the composition of or fluctuations in the sum or sums due by the Obligors to any of the Creditors or any person on behalf of which they are holding security.

8. VARIATION/ALTERATION

The Security Documents are hereby varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.

9. COMPENSATION

The Creditors hereby agree that, if this Agreement is regarded by any one or more liquidators, receivers, administrators or administrative receivers of the Obligors as failing to bind him or them, any party or parties who will have benefited as a result of any action by any one or more liquidators or others aforesaid will forthwith compensate the party or parties who will have been correspondingly prejudiced to the extent of the aforesaid provisions as to the ranking as detailed in Clause 3 above.

10. CONSENT

10.1 Each of the Creditors shall be deemed to have given timeously all consents necessary to the granting by the Obligors of the Security Documents.

10.2 Subject to the foregoing provisions as to ranking, none of the Security Documents shall, in any way, prejudice or affect any other of them as security for or in respect of any sums which now are or have been or at any time hereafter become due, owing or incurred by the Obligors to either of the Creditors, and subject as aforesaid, all such sums shall be fully and effectually secured by and under and in terms of each of the Security Documents as if all such sums had become due or owing or incurred to the Lender Finance Parties, the 2021 Finance Parties and/or the NPA Finance Parties before the creation of any other of the Security Documents.

11. ENFORCEMENT ACTION

All Enforcement Action will be taken in accordance with Clause 11 (*Enforcement Action*) of the Intercreditor Deed.

12. ASSIGNATION AND TRANSFER

12.1 This Agreement is binding on the permitted successors and assignees of the parties to this Agreement.

12.2 An Obligor may not assign or transfer all or any of its rights, obligations or benefits under this Agreement.

- 12.3 The Creditors shall not assign or transfer any of their respective rights, obligations or benefits in respect of the Security Documents unless the assignee or transferee agrees in writing to be bound by the terms of this Agreement. The parties hereto confirm that any such assignee or transferee will become a party to this Agreement.

13. COUNTERPARTS

- 13.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

- 13.2 Where executed in counterparts:

13.2.1 unless otherwise agreed between the parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act");

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

13.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act; and

13.2.4 the parties may choose to evidence the date of delivery of this Agreement by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Agreement.

- 13.3 The parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement.

14. GOVERNING LAW

- 14.1 This Agreement and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of Scotland.

- 14.2 The Court of Session in Scotland (the "Court") has exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Agreement (whether or

not contractual in nature and including a dispute relating to the existence, validity or termination of this Agreement).

- 14.3 The Obligors irrevocably waive any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.

14.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed as to) limit the right of the Creditors to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Obligors' place of incorporation). Legal proceedings by the Creditors in any one or more jurisdictions shall not preclude legal proceedings by them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages are subscribed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Agreement in accordance with Clause 13:

THE LENDER SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:

[Redacted Signature]

Signature

Anthony O'Flynn
Name of Authorised Signatory

in the presence of:

[Redacted Signature]

Signature of Witness

SERGIO MOPDUE Name of Witness

Royal Bank of Scotland Address of Witness

250 Bishopsgate, London, EC2M 4AA

Director Occupation of Witness

at *London*

on *27 Day of October 2021*

THE 2021 SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:

Signature

Anthony O'Connell
Name of Authorised Signatory

in the presence of

Signature of Witness

SARAH MORRIS Name of Witness

Royal Bank of Scotland Address of Witness

250 Bishopsgate, London, EC2M 4AA

Banker Occupation of Witness

at *London*

on *27 Day of October 2021*

NPA SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of LLOYDS BANK PLC

by:

.....

.....

Signature

Name of Authorised Signatory

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

THE PARENT

SUBSCRIBED for and on behalf of THE 1887 COMPANY LIMITED

by:

.....

Signature

.....

Name of Director

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

SUBSCRIBED for and on behalf of HIGHLAND DISTILLERS GROUP LIMITED

by:

.....

Signature

.....

Name of Director

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

HDL

SUBSCRIBED for and on behalf of **HIGHLAND DISTILLERS LIMITED**
by:

.....

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDHL

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION HOLDINGS LIMITED**
by:

.....

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDVL:

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION VENTURES LIMITED**

by:

.....

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDNL:

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION NETHERLANDS LIMITED**

by:

.....

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDCL:

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION COMPANY LIMITED**

by:

.....

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 22 October 2021

RANKING AGREEMENT

among

THE ROYAL BANK OF SCOTLAND PLC

Lender Security Trustee

and

THE ROYAL BANK OF SCOTLAND PLC

2021 Security Trustee

and

LLOYDS BANK PLC

NPA Security Trustee

and

THE 1887 COMPANY LIMITED

Parent

and

HIGHLAND DISTILLERS GROUP LIMITED

and

HIGHLAND DISTILLERS LIMITED

and

HIGHLAND DISTRIBUTION HOLDINGS LIMITED

and

HIGHLAND DISTRIBUTION VENTURES LIMITED

and

HIGHLAND DISTRIBUTION NETHERLANDS LIMITED

and

HIGHLAND DISTRIBUTION COMPANY LIMITED

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Ranking Agreement is delivered on 28 October 2021

RANKING AGREEMENT

AMONG

- (1) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Lender Finance Parties under the Lender Facilities Agreement (the "Lender Security Trustee");
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the 2021 Finance Parties under the 2021 Facility Agreement (the "2021 Security Trustee");
- (3) **LLOYDS BANK PLC** as security trustee for the NPA Finance Parties under the NPA Security Trust Deed (the "NPA Security Trustee");
- (4) **THE 1887 COMPANY LIMITED** (Registered No. SC199077) (the "Parent");
- (5) **HIGHLAND DISTILLERS GROUP LIMITED** (Registered No. SC001645) ("HDGL");
- (6) **HIGHLAND DISTILLERS LIMITED** (Registered No. SC158731) ("HDL");
- (7) **HIGHLAND DISTRIBUTION HOLDINGS LIMITED** (Registered No. SC011757) ("HDHL");
- (8) **HIGHLAND DISTRIBUTION VENTURES LIMITED** (Registered No. SC198207) ("HDVL");
- (9) **HIGHLAND DISTRIBUTION NETHERLANDS LIMITED** (Registered No. SC185657) ("HDNL"); and
- (10) **HIGHLAND DISTRIBUTION COMPANY LIMITED** (Registered No. SC192174) ("HDCL").

WHEREAS

- A. The Obligors have granted or are about to grant in favour of the 2021 Security Trustee, the 2021 Security Documents (as hereinafter defined);
- B. The Obligors have granted in favour of the Lender Security Trustee, the Lender Security Documents (as hereinafter defined);

- C. The Obligors have granted in favour of the NPA Security Trustee, the NPA Security Documents (as hereinafter defined); and
- D. The parties hereto have agreed to enter into this Agreement for the purpose of regulating the ranking and preference of the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents as is evidenced by their execution of this Agreement.

NOW THEREFORE the parties hereto have agreed and do hereby AGREE as follows:-

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement unless the context otherwise requires:

- | | |
|----------------------------------|--|
| "2015 Deed of Amendment" | means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 29 April 2015 for the purpose of amending the NPA Security Documents. |
| "2019 Deed of Amendment" | means the deed of amendment entered into between the Obligors and the NPA Security Trustee on 10 January 2019 for the purpose of amending the NPA Security Documents. |
| "2021 Security Documents" | means <ul style="list-style-type: none"> (a) the bond and floating charge dated on or around the date of this Agreement made by the Parent in favour of the 2021 Security Trustee; (b) the bond and floating charge dated on or around the date of this Agreement made by HDGL in favour of the 2021 Security Trustee; (c) the bond and floating charge dated on or around the date of this Agreement made by HDL in favour of the 2021 Security Trustee; (d) the bond and floating charge dated on or around the date of this Agreement made by HDHL in favour of the 2021 Security Trustee; (e) the bond and floating charge dated on or around the date of this Agreement made by HDVL in favour of the 2021 Security Trustee; |

Security Trustee;

- (f) the bond and floating charge dated on or around the date of this Agreement made by HDNL in favour of the 2021 Security Trustee;
- (g) the bond and floating charge dated on or around the date of this Agreement made by HDCL in favour of the 2021 Security Trustee; and
- (h) any other Security from time to time granted or created by any Obligor in favour of the 2021 Security Trustee.

"Creditor"

means the Lender Security Trustee, the 2021 Security Trustee or the NPA Security Trustee and "Creditors" shall be construed accordingly.

"Intercreditor Deed"

means the intercreditor deed made between the Lender Security Trustee, the 2021 Security Trustee, the NPA Security Trustee, the Obligors and others, dated on or around the date of this Agreement.

"Lender Security Documents"

means

- (a) the bond and floating charge dated 12 December 2019 made by the Parent in favour of the Lender Security Trustee;
- (b) the bond and floating charge dated 12 December 2019 made by HDGL in favour of the Lender Security Trustee;
- (c) the bond and floating charge dated 12 December 2019 made by HDL in favour of the Lender Security Trustee;
- (d) the bond and floating charge dated 12 December 2019 made by HDHL in favour of the Lender Security Trustee;
- (e) the bond and floating charge dated 12 December 2019 made by HDVL in favour of the Lender Security Trustee;
- (f) the bond and floating charge dated 12 December 2019 made by HDNL in favour of the Lender Security Trustee;
- (g) the bond and floating charge dated 12 December 2019

made by HDCL in favour of the Lender Security Trustee;
and

- (h) any other Security from time to time granted or created by any Obligor in favour of the Lender Security Trustee.

"NPA Security Documents"

means:

- (a) the bond and floating charge dated 1 April 2011 made by the Parent in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (b) the bond and floating charge dated 1 April 2011 made by HDGL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (c) the bond and floating charge dated 1 April 2011 made by HDL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (d) the bond and floating charge dated 1 April 2011 made by HDHL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (e) the bond and floating charge dated 1 April 2011 made by HDVL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;
- (f) the bond and floating charge dated 1 April 2011 made by HDNL in favour of the NPA Security Trustee and

registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment;

(g) the bond and floating charge dated 1 April 2011 made by HDCL in favour of the NPA Security Trustee and registered at Companies House on 9 April 2011 as amended by the 2015 Deed of Amendment and the 2019 Deed of Amendment; and

(h) any other Security from time to time granted or created by any Obligor in favour of the NPA Security Trustee.

"Obligors" means the Parent, HDGL, HDL, HDHL, HDVL, HDNL and HDCL and "Obligor" shall mean any one of them.

"Security Documents" means the Lender Security Documents, the 2021 Security Documents and the NPA Security Documents and "Security Document" shall mean any one of them.

- 1.2 Save where otherwise defined herein, terms and expressions defined in the Intercreditor Deed shall have the same meaning where used herein.
- 1.3 Reference to the Creditors shall be deemed to include successors, transferees and assignees of the Creditors.
- 1.4 In this Agreement, the singular includes the plural and vice versa. Clause headings are for convenience only.
- 1.5 References to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.
- 1.6 Words importing any gender shall include the other gender, words importing the singular number shall include the plural and vice versa.
- 1.7 Reference to any statutory provision shall be deemed to include reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and to any order, regulation, instrument or other subordinate legislation made under the relevant statute.

1.8 Where any Security Document ranks with any other Security Document, such ranking shall be upon the assets secured thereby.

1.9 All defined terms shall be read in accordance with what the context requires and, without prejudice to the generality thereof, the inadvertent substitution of a lower case for an upper case in the first letter of any defined term or the inadvertent inclusion or omission of a definite or indefinite article shall not be deemed to be material.

2. **OVERRIDING EFFECT**

The provisions of this Agreement shall apply and the Security Documents shall be given effect in accordance with the terms hereof notwithstanding the provisions of Sections 464 or 466 of the Companies Acts 1985, or any other rule of law which might operate to the contrary effect, or the terms of the Security Documents or any of them or the dates of creation or registration or intimation thereof or the date or dates on which the Creditors or any of them or any person on behalf of which they are holding security may have made or may hereafter make advances to the Obligors on the date or dates on which such advances to the Obligors or the date or dates on which such advances have been or shall be drawn out or debited to the Obligors or the date or dates on which sums due or becoming due to either of the Creditors have been or shall become due and irrespective of the composition of or fluctuations in such sums or the existence at any time of a credit balance on any current or other account.

3. **RANKING OF SECURITY DOCUMENTS**

The Lender Security Documents, the 2021 Security Documents and the NPA Security Documents shall rank together equally and on a *pari passu* basis without any preference between them.

4. **NATURE AND EXTENT OF LENDER SECURITY DOCUMENTS**

4.1 The Lender Security Trustee represents and warrants to the NPA Security Trustee that each Lender Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

4.2 The Lender Security Trustee represents and warrants to the 2021 Security Trustee that each Lender Security Document entered into by an Obligor is on terms which

are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.

4.3 The Obligors and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party so as to bind each such Lender Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the Lender Security Documents now or at any time in the future:

4.3.1 shall be granted in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) only;

4.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;

4.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

4.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;

4.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

4.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021

Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

4.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and

4.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis

5. NATURE AND EXTENT OF 2021 SECURITY DOCUMENTS

5.1 The 2021 Security Trustee represents and warrants to the NPA Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent NPA Security Document entered into by that Obligor.

5.2 The 2021 Security Trustee represents and warrants to the Lender Security Trustee that each 2021 Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.

5.3 The Obligors and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party so as to bind each such 2021 Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party) and the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) that the Security created by the 2021 Security Documents now or at any time in the future:

5.3.1 shall be granted in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) only;

- 5.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the NPA Security Documents;
- 5.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;
- 5.3.4 shall not create Security over any asset that is not subject to Security under the NPA Security Documents;
- 5.3.5 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;
- 5.3.6 shall not create any fixed or specific security interest unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.7 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;
- 5.3.8 shall not be created by any Group Company that is not an Obligor unless the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) equivalent Security on a contemporaneous basis; and
- 5.3.9 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender

Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis

6. NATURE AND EXTENT OF NPA SECURITY DOCUMENTS

6.1 The NPA Security Trustee represents and warrants to the Lender Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent Lender Security Document entered into by that Obligor.

6.2 The NPA Security Trustee represents and warrants to the 2021 Security Trustee that each NPA Security Document entered into by an Obligor is on terms which are not more onerous or restrictive than the terms of the equivalent 2021 Security Document entered into by that Obligor.

6.3 The Obligors and the NPA Security Trustee (for itself and for and on behalf of each NPA Finance Party so as to bind each such NPA Finance Party as if it were a party to this Agreement) hereby agree and covenant and undertake with each of the Lender Security Trustee (for itself and for and on behalf of each Lender Finance Party) and the 2021 Security Trustee (for itself and for and on behalf of each 2021 Finance Party) that the Security created by the NPA Security Documents now or at any time in the future:

6.3.1 shall be granted in favour of the NPA Security Trustee (for itself and for and on behalf of the NPA Finance Parties) only;

6.3.2 shall create floating charges only over those assets as are charged or made subject to Security under the Lender Security Documents;

6.3.3 shall create floating charges only over those assets as are charged or made subject to Security under the 2021 Security Documents;

6.3.4 shall not create Security over any asset that is not subject to Security under the Lender Security Documents;

6.3.5 shall not create Security over any asset that is not subject to Security under the 2021 Security Documents;

6.3.6 shall not create any fixed or specific security interest unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance

Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.7 shall not create any fixed or specific security interest unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds an equivalent fixed or specific security interest or the relevant Obligor or Group Company (as the case may be) creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) an equivalent fixed or specific security interest on a contemporaneous basis;

6.3.8 shall not be created by any Group Company that is not an Obligor unless the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the Lender Security Trustee (for itself and for and on behalf of the Lender Finance Parties) equivalent Security on a contemporaneous basis; and

6.3.9 shall not be created by any Group Company that is not an Obligor unless the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) holds equivalent Security from the relevant Group Company or the relevant Group Company creates in favour of the 2021 Security Trustee (for itself and for and on behalf of the 2021 Finance Parties) equivalent Security on a contemporaneous basis.

7. FLUCTUATING ADVANCES

The foregoing ranking provisions shall be valid and effective irrespective of the date or dates on which sums have been or shall be advanced by any of the Creditors or any person on behalf of which they are holding security to the Obligors or have been or shall be drawn out by or debited to the Obligors, the Obligors having no concern with the composition of or fluctuations in the sum or sums due by the Obligors to any of the Creditors or any person on behalf of which they are holding security.

8. VARIATION/ALTERATION

The Security Documents are hereby varied to the extent specified in this Agreement and this Agreement shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.

9. COMPENSATION

The Creditors hereby agree that, if this Agreement is regarded by any one or more liquidators, receivers, administrators or administrative receivers of the Obligors as failing to bind him or them, any party or parties who will have benefited as a result of any action by any one or more liquidators or others aforesaid will forthwith compensate the party or parties who will have been correspondingly prejudiced to the extent of the aforesaid provisions as to the ranking as detailed in Clause 3 above.

10. CONSENT

10.1 Each of the Creditors shall be deemed to have given timeously all consents necessary to the granting by the Obligors of the Security Documents.

10.2 Subject to the foregoing provisions as to ranking, none of the Security Documents shall, in any way, prejudice or affect any other of them as security for or in respect of any sums which now are or have been or at any time hereafter become due, owing or incurred by the Obligors to either of the Creditors, and subject as aforesaid, all such sums shall be fully and effectually secured by and under and in terms of each of the Security Documents as if all such sums had become due or owing or incurred to the Lender Finance Parties, the 2021 Finance Parties and/or the NPA Finance Parties before the creation of any other of the Security Documents.

11. ENFORCEMENT ACTION

All Enforcement Action will be taken in accordance with Clause 11 (Enforcement Action) of the Intercreditor Deed.

12. ASSIGNATION AND TRANSFER

12.1 This Agreement is binding on the permitted successors and assignees of the parties to this Agreement.

12.2 An Obligor may not assign or transfer all or any of its rights, obligations or benefits under this Agreement.

- 12.3 The Creditors shall not assign or transfer any of their respective rights, obligations or benefits in respect of the Security Documents unless the assignee or transferee agrees in writing to be bound by the terms of this Agreement. The parties hereto confirm that any such assignee or transferee will become a party to this Agreement.

13. COUNTERPARTS

- 13.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

- 13.2 Where executed in counterparts:

13.2.1 unless otherwise agreed between the parties, this Agreement shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act");

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

13.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act; and

13.2.4 the parties may choose to evidence the date of delivery of this Agreement by inserting it on the cover page and at the top of page 1 in the blank provided for the delivery date of this Agreement.

- 13.3 The parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Agreement.

14. GOVERNING LAW

- 14.1 This Agreement and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of Scotland.

- 14.2 The Court of Session in Scotland (the "Court") has exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Agreement (whether or

not contractual in nature and including a dispute relating to the existence, validity or termination of this Agreement).

- 14.3 The Obligors irrevocably waive any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.

14.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed as to) limit the right of the Creditors to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Obligors' place of incorporation). Legal proceedings by the Creditors in any one or more jurisdictions shall not preclude legal proceedings by them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages are subscribed as follows and, if executed in counterpart delivered on the date set out on the cover page and at the top of page 1 of this Agreement in accordance with Clause 13:

THE LENDER SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:

.....
Signature

.....
Name of Authorised Signatory

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

THE 2021 SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by:

.....
Signature

.....
Name of Authorised Signatory

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

NPA SECURITY TRUSTEE:

SUBSCRIBED for and on behalf of **LLOYDS BANK PLC**

by:

.....

John Tognor

.....

Signature

Name of Authorised Signatory

in the presence of:

.....

Signature of Witness

NATALIE TOGNOR

Name of Witness

1 BURNCLIFF CRESCENT

Address of Witness

BONNYMILE, EH19 3FQ

FINANCE MANAGER

Occupation of Witness

at *BONNYMILE*

on *26 OCTOBER 2021*

THE PARENT

SUBSCRIBED for and on behalf of THE 1887 COMPANY LIMITED

by:

.....
Signature

.....
Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....
..... Occupation of Witness

at

on

SUBSCRIBED for and on behalf of HIGHLAND DISTILLERS GROUP LIMITED
by:

.....
Signature

.....
Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....
..... Occupation of Witness

at

on

HDL

SUBSCRIBED for and on behalf of HIGHLAND DISTILLERS LIMITED
by:

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDHL

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION HOLDINGS LIMITED
by:

.....

Signature

Name of Director

in the presence of:

..... Signature of Witness

..... Name of Witness

..... Address of Witness

.....

..... Occupation of Witness

at

on

HDVL:

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION VENTURES LIMITED

by:

.....

.....

Signature

Name of Director

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

HDNL:

SUBSCRIBED for and on behalf of HIGHLAND DISTRIBUTION NETHERLANDS LIMITED

by:

.....

.....

Signature

Name of Director

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on

HDCL:

SUBSCRIBED for and on behalf of **HIGHLAND DISTRIBUTION COMPANY LIMITED**

by:

.....

Signature

.....

Name of Director

in the presence of:

..... **Signature of Witness**

..... **Name of Witness**

..... **Address of Witness**

.....

..... **Occupation of Witness**

at

on