

# MG01s

## Particulars of a charge created by a company registered in Scotland

Oyez

FEEL  
EDINBURGH

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



### What this form is for

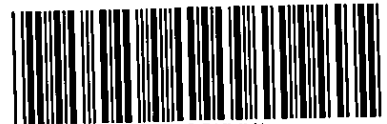
You may use this form to register  
particulars of a charge created by a  
Scottish company.



### What this form is NOT for

You cannot use this form to register  
particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland. To do  
this, please use form MG01.

TUESDAY



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15/06/2010

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COMPANIES HOUSE

1

### Company details

Company number S C 1 9 9 0 7 7

Company name in full The 1887 Company Limited  
(the "Company")

For official use

### Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation 0 2 0 6 2 0 1 0

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### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description A bond and floating charge between the Company and the Security Trustee  
(the "Bond and Floating Charge").

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### Amount secured

Please give us details of the amount secured by the charge.

Amount secured All present and future liabilities and obligations  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) which now or hereafter may be or become  
due and owing by any Obligor or any other member of  
the Group to any Secured Party under each of the  
Finance Documents (the "Secured Obligations").

Please see Paper Apart 1 for definitions.

### Continuation page

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

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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

### Continuation page

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

Name The Royal Bank of Scotland plc in its capacity as

Address security trustee for itself and for the Finance

Parties under the terms of the Facility Agreement

Postcode

Name (the "Security Trustee")

Address 36 St Andrew Square

Edinburgh

Postcode

E H 2 2 Y B

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

### Continuation page

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

Short particulars

The Company, as a continuing security for the payment and discharge of the Secured Obligations, granted in favour of the Security Trustee a floating charge over the whole of the Charged Assets.

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## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>1)</sup>

Please see Paper Apart 2.

<sup>1</sup> In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

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## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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## Signature <sup>2)</sup>

Please sign the form here.

Signature

Signature

X Dundas + Wilson LLP

X

### <sup>2</sup> Signature

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

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Particulars of a charge created by a company registered in Scotland



## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

RGC/KA/RBS011.0497

Company name

Dundas & Wilson LLP

Address

Northwest Wing

Bush House

Aldwych

Post town

London

County/Region

Postcode

W C 2 B 4 E Z

Country

DX

Telephone

020 7240 2401



## Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



## Important information

Please note that all information on this form will appear on the public record.



## How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This is Paper Apart 1 referred to in the foregoing Form MG01s relative to a bond and floating charge between The 1887 Company Limited and The Royal Bank of Scotland plc in its capacity as security trustee for itself and for the Finance Parties under the terms of the Facility Agreement, dated 2 June 2010.

In this Form MG01s the following terms shall have the following meanings:

**"Accession Deed"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*) to the Facility Agreement.

**"Accounting Principles"** means generally accepted accounting principles in the United Kingdom.

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Agent"** means The Royal Bank of Scotland plc as agent of the other Finance Parties.

**"Agreed Intercreditor Principles"** means the principles set out in Schedule 13 (*Agreed Intercreditor Principles*) to the Facility Agreement.

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (*Ancillary Facilities*) of the Facility Agreement.

**"Ancillary Lender"** means each Lender which makes available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*) of the Facility Agreement.

**"Arranger"** means The Royal Bank of Scotland plc, Lloyds TSB Bank plc and HSBC Bank plc as mandated lead arrangers (whether acting individually or together).

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

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

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day.

**"Charged Assets"** means all the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security Documents.

**"Charged Property"** means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security Documents.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Facility Agreement.

**"CORD"** means The Combination of Rothes Distillers Limited (Registered No. SC150661).

**"De Lage Landen Arrangements"** means the arrangements identified in the note prepared by the Parent and delivered to the Agent as a condition precedent to the Existing Facilities or any replacement of them on substantially the same terms.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

**"Distribution Company"** means any company which carries on the business of the distribution of brands from time to time and whose principal business purpose is as a distribution company.

**"Distribution Entity"** means:

- (a) a member of the Group which is at any time a Distribution Company; or
- (b) a Joint Venture in which a member of the Group has an interest and which is at any time a Distribution Company; or
- (c) any person established or incorporated solely for the purpose of being a Holding Company of any company included under paragraph (a) above or an investor in any Joint Venture included under paragraph (b) above and which as at the date of the Facility Agreement shall include HDCL, HDNL, HDVL and HDHL, (or any Subsidiary of any of them).

**"Encumbrance"** means any Security or Quasi-Security.

**"Existing Facilities"** means the facilities made available pursuant to the Existing Facilities Agreement.

**"Existing Facilities Agreement"** means the facilities agreement dated 21 November 2005 between, amongst others, The Royal Bank of Scotland plc and the Parent as acceded to and as amended and restated from time to time.

**"Facility"** means Facility A or Facility B and together the **"Facilities"**.

**"Facility A"** means the multi currency revolving credit facility made available under the Facility Agreement as described in Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

**"Facility Agreement"** means the facility agreement dated 2 June 2010 between, amongst others, (1) the Company as Guarantor, (2) the Security Trustee and (3) The Royal Bank of Scotland plc (in its various capacities thereunder) pursuant to which the Lenders thereunder agree to make available to the Borrowers thereunder certain multicurrency revolving credit facilities upon the terms and conditions contained therein (as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility).

**"Facility B"** means the multi currency revolving credit facility made available under the Facility Agreement as described in Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

**"Fee Letter"** means:

- (a) any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement; and

- (b) any other agreement setting out fees referred to in Clause 2.2 (*Increase*) or Clause 15.3 (*Interest, commission and fees on Ancillary Facilities*) of the Facility Agreement.

**"Finance Document"** means the Facility Agreement, the Hedging Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent.

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, a Hedge Counterparty or any Ancillary Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of "Secured Parties";
- (b) paragraph (a) of Clause 1.2.1 (*Construction*) of the Facility Agreement;
- (c) Clause 2.3 (*Finance Parties' rights and obligations*) of the Facility Agreement;
- (d) Clause 21 (*Guarantee and Indemnity*) of the Facility Agreement; and
- (e) Clause 37 (*Conduct of business by the Finance Parties*) of the Facility Agreement.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit or bill discounting facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date applicable to Facility A or are otherwise classified as borrowings under the Accounting Principles;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing; and

- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

**"Fixed Security"** shall have the meaning given to it in section 486 of the Companies Act 1985.

**"Group"** means the Parent and each of its Subsidiaries for the time being.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Hedge Counterparty"** has the meaning given to that term in the Facility Agreement.

**"Hedging Agreement"** means any master agreement, confirmation, schedule, annex, deed or other agreement, letter or document entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Existing Facilities and/or the Facilities in accordance with the Hedging Letter.

**"Hedging Letter"** means a letter between the Agent and the Parent in the agreed form dated on or before the date of the Facility Agreement (and executed by the Parent) describing the hedging arrangements entered and/or to be entered into in respect of the interest rate and exchange rate exposure of the Borrowers of the Facilities under the Facility Agreement.

**"HDCL"** means Highland Distribution Company Limited (Registered No. SC192174).

**"HDHL"** means Highland Distribution Holdings Limited (Registered No. SC011757).

**"HDNL"** means Highland Distribution Netherlands Limited (Registered No. SC185657).

**"HDVL"** means Highland Distribution Ventures Limited (Registered No. SC198207).

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"HSD"** means H S (Distillers) Limited (Registered No. SC166146).

**"Interest Period"** means, in relation to a Loan, each period determined in accordance with Clause 13 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 12.4 (*Default interest*).

**"Joint Venture"** means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

**"Lender"** has the meaning given to that term in the Facility Agreement.

**"Loan"** means a Facility A Loan or a Facility B Loan.

**"Month"** means a period starting on one day in a calendar month and ending approximately on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and



- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period. **"Monthly"** shall be construed accordingly.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrowers"** means The 1887 Company Limited (Registered No.: SC199077), Highland Distillers Group Limited (Registered No.: SC001645) and Highland Distillers Limited (Registered No.: SC158731).

**"Original Guarantors"** means The 1887 Company Limited (Registered No.: SC199077), Highland Distillers Group Limited (Registered No.: SC001645), Highland Distillers Limited (Registered No.: SC158731), Highland Distribution Holdings Limited (Registered No.: SC011757), Highland Distribution Ventures Limited (Registered No.: SC198207), Highland Distribution Netherlands Limited (Registered No.: SC185657) and Highland Distribution Company Limited (Registered No.: SC192174).

**"Parent"** means The 1887 Company Limited (Registered No. SC199077).

**"Party"** means a party to the Facility Agreement.

**"Permitted Bond Programme"** means a private placement or any other issuance of listed or unlisted corporate debt securities by the Parent.

**"Permitted Security"** means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of the Facility Agreement if:
  - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
  - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
  - (iii) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset;

- (d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Facility Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group; if
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
  - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
  - (iii) the Security or Quasi-Security is removed or discharged within three months of that company becoming a member of the Group;
- (e) any Security or Quasi-Security granted pursuant to the Existing Facilities provided that Security or Quasi-Security is removed or discharged on or prior to the first Utilisation Date;
- (f) any Security or Quasi-Security relating to the De Lage Landen Arrangements; or
- (g) any Security or Quasi-Security granted by an Obligor pursuant to a Permitted Bond Programme, provided that: (i) any such Security or Quasi-Security creates floating charges only over only those assets as charged under the Security Documents and does not create any fixed security interest unless the Finance Parties hold or the relevant Obligors create in favour of the Finance Parties equivalent fixed security; and (ii) any trustee or other person taking the benefit of any such Security or Quasi-Security has entered into an intercreditor deed with the Finance Parties, the form and content of which is acceptable to the Agent (acting reasonably and provided that the Agent may not require any provisions in any such intercreditor deed which provide greater protections than would ordinarily be provided by an intercreditor deed which implements the Agreed Intercreditor Principles), before any such Security or Quasi-Security is granted.

**"Quasi-Security"** means a transaction where an Obligor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

**"Receiver"** means a receiver or receiver and manager or administrative receiver or administrator of the whole or any part of the Charged Property.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facility Agreement.

**"Secured Parties"** means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

**"Security"** means a mortgage, charge, pledge, lien, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Documents"** means:

- (a) each of the documents listed as being a Security Document in paragraph 2.3 of Part I of Schedule 2 (*Conditions Precedent*) to the Facility Agreement and any document required to be delivered to the Agent under paragraph 11 of Part II of Schedule 2 (*Conditions Precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents; and
- (b) any supplemental or additional security documents delivered to the Agent by the Obligors under the terms of any agreement amending the terms of the Facility Agreement,

PROVIDED THAT, notwithstanding any other provision of the Facility Agreement, no Security will at any time be required to be granted

- (1) by HSD or any of its Subsidiaries, (2) in respect of the shares in HSD or any of its Subsidiaries, (3) by a Distribution Entity save for the floating charges granted by each of HDHL, HDCL, HDVL and HDNL on or around the date of the Facility Agreement, (4) in respect of the shares in any Distribution Entity save for any floating charges granted over the shares in each of HDHL, HDCL, HDVL and HDNL on or around the date of the Facility Agreement, (5) by Highland Distillers Finance Limited (Registered No. SC284032), (6) in respect of the shares in Highland Distillers Finance Limited or (7) subject to Clause 25.23 (*Further Assurance*) of the Facility Agreement, in respect of the shares in CORD.

**"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.

**"TARGET2"** means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

**"TARGET Day"** means any day on which TARGET2 is open for the settlement of payments in euro.

**"Termination Date"** means:

- (a) in relation to Facility A, thirty eight Months from the date of the Facility Agreement; and
- (b) in relation to Facility B, fourteen Months from the date of the Facility Agreement.

**"Treasury Transactions"** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**"Utilisation"** means a Loan.

**"Utilisation Date"** means the date on which a Utilisation is made.

**"Utilisation Request"** means a notice substantially in the relevant form set out in Schedule 3 (*Utilisation Request*) to the Facility Agreement.

The expressions **Security Trustee**, **Finance Party**, **Secured Party** and **Company** include, where the context admits, their respective successors, and, in the case of the **Security Trustee**, the **Finance**

**Parties** and the **Secured Parties**, their respective transferees and assignees, whether immediate or derivative.

Unless the context otherwise requires:

- (a) references to (or to any specified provision of) the Bond and Floating Charge or any other document shall be construed as references to the Bond and Floating Charge, that provision or that document as in force for the time being and as amended, restated, supplemented, replaced or novated from time to time no matter how fundamental in nature any such amendment, restatement or supplement may be and including, for the avoidance of doubt and without limitation, any amendment, restatement or supplement that increases the amount of any facility made available by any Secured Party to the Company or that extends the date for repayment thereby or that increases the interest or fees payable thereon or in respect thereof;
- (b) words importing the plural shall include the singular and vice versa;
- (c) references to a **time of day** are to London time;
- (d) references to **assets** include all or part of any business, undertaking, real property, personal property, *uncalled capital* and any rights (whether actual or contingent, present or future) to receive, or require delivery of, or otherwise in respect of, any of the foregoing;
- (e) references to a **guarantee** include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and **guaranteed** shall be construed accordingly;
- (f) a **person** is to be construed to include references to a natural person, corporation, firm, company, partnership, limited partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (g) references to a **regulation** include any present or future regulation, rule, official directive, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority; and
- (h) references to **set-off** include rights of retention, claims of compensation and rights to balance accounts on insolvency;
- (i) references to a **fixed security** shall be construed as a reference to a fixed security as defined by Section 486 of the Companies Act 1985 as in force at the date hereof; and
- (k) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and includes any subordinate legislation.

**This is Paper Apart 2 referred to in the foregoing Form MG01s relative to a bond and floating charge between The 1887 Company Limited and The Royal Bank of Scotland plc in its capacity as security trustee for itself and for the Finance Parties under the terms of the Facility Agreement, dated 2 June 2010.**

- 1 Subject to the terms of the Facility Agreement, the Company covenants that it will not without the prior written consent of the Security Trustee:
  - (a) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of disposals expressly permitted by the terms of the Bond and Floating Charge;
  - (b) sell, factor, assign or otherwise deal with the book or other debts forming part of the Charged Assets otherwise than in the ordinary course of collecting and realising the same;
  - (c) pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the material fixtures thereto nor (except for the purposes of effecting necessary repairs thereto or of replacing the same) remove any of the plant and machinery belonging to or used by it except in the ordinary course of business; or
  - (d) grant or agree to grant any tenancy or licence affecting all or any part of the Charged Assets or grant or agree to grant a lease or sublease of, or accept a surrender of a lease, sublease or tenancy of all or any part of the Charged Assets; or
  - (e) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance on or affecting the Charged Assets or any part thereof except any Permitted Security.
- 2 The Bond and Floating Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Fixed Security granted by the Company in favour of the Security Trustee which shall rank in priority to the Bond and Floating Charge) and to any other floating charge.
- 3 The Company shall not, without the prior written consent of the Security Trustee, create or permit to exist any fixed security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the Bond and Floating Charge except for any Fixed Security granted by the Company in favour of the Security Trustee.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 199077

CHARGE NO. 5

I HEREBY CERTIFY THAT A CHARGE CREATED BY THE 1887  
COMPANY LIMITED

ON 2 JUNE 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 15 JUNE 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 JUNE 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES