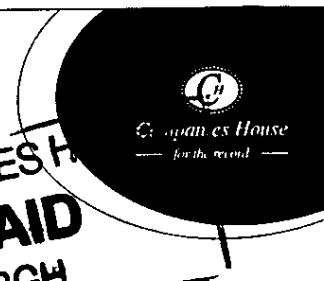


# MG01s

Particulars of a charge created by a company  
registered in Scotland

**COMPANIES HOUSE  
FEE PAID  
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.  
If this is the case, please use form MG01.

SATURDAY



SCT 09/04/2011 34  
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 \*

## 2 Date of creation of charge

Date of creation <sup>d</sup>0 <sup>d</sup>1 <sup>m</sup>0 <sup>m</sup>4 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>1

## 3 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 in its capacity as  
security trustee for itself and the Secured Parties (the "Bond and Floating Charge").

Please see Paper Apart 1 for definitions.

## 4 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.

# MG01s

Particulars of a charge created by a company registered in Scotland

## 5 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.

Name Lloyds TSB Bank plc (the "Security Trustee")

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

Name

Address

Postcode

### Continuation page

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

## 6 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.

Please see Paper Apart 1 for definitions.

# MG01s

Particulars of a charge created by a company registered in Scotland

## 7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Please see Paper Apart Apart 2.

① 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.

## 8 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

## 9 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.

## 10 Signature ②

Please sign the form here.

Signature

Signature

X 

PARTNER, MACROBERTS LLP, 8/4/11

### ② Signature

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

# MG01s

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  
Johanne Watson

Company name  
MacRoberts LLP

Address  
Capella

60 York Street

Post town  
Glasgow

Country/Region

Postcode  
G 2 8 J X

Country

DX  
GW70 GLASGOW

Telephone  
0141 303 1100



## 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)

The is Paper Apart 1 referred to in the foregoing Form MG01s relative to a bond and floating charge between The 1887 Company Limited and Lloyds TBS Bank plc in its capacity as security trustee for itself and the Secured Parties (as defined below) dated 31 March and 1 April 2011.

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

<b>Bank Security Documents</b>	means the Security Documents as defined in the Principal Bank Facility Agreement.
<b>Charged Assets</b>	means the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company.
<b>CORD</b>	means The Combination of Rothes Distillers Limited (Registered No. SC150661).
<b>Distribution Company</b>	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.
<b>Distribution Entity</b>	means: <ul style="list-style-type: none"><li>(a) a member of the Group which is at any time a Distribution Company; or</li><li>(b) a Joint Venture in which a member of the Group has an interest and which is at any time a Distribution Company; or</li><li>(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 this Agreement shall include HDCL, HDNL, HDVL and HDHL.</li></ul> <p>(or any Subsidiary of any of the foregoing).</p>
<b>Finance Documents</b>	means the Bond and Floating Charge, the Note Purchase Agreement, the Notes, the Intercreditor Agreement, the Ranking Agreement, any Hedging Agreement, any Subsidiary Guaranty Agreement, any other Security Document, and any other document designated as a "Finance Document" by the Security Trustee and the Company.
<b>Fixed Security</b>	has the meaning given to it in section 486 of the Companies Act 1985.
<b>Group</b>	means, at any time, the Company and its Subsidiaries at such time.
<b>HDCL</b>	means Highland Distribution Company Limited (Registered No. SC192174).
<b>HDFL</b>	means Highland Distillers Finance Limited (Registered No. SC284032).
<b>HDGL</b>	means Highland Distillers Group Limited (Registered No. SC001645).
<b>HDHL</b>	means Highland Distribution Holdings Limited (Registered No. SC011757).
<b>HDL</b>	means Highland Distillers Limited (Registered No. SC158731).

<b>HDNL</b>	means Highland Distribution Netherlands Limited (Registered No. SC185657).
<b>HDVL</b>	means Highland Distribution Ventures Limited (Registered No. SC198207).
<b>Hedge Counterparties</b>	has the meaning given to it in the Security Trust Deed and the term <b>Hedge Counterparty</b> shall be construed accordingly.
<b>Hedging Agreement</b>	means any master agreement, confirmation, schedule or other agreement, mandate or authorisation entered into or to be entered into by a member of the Group and a Hedge Counterparty for the purpose of hedging exchange rate and/or other risks in relation to the Senior Liabilities.
<b>Holding Company</b>	means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.
<b>HSD</b>	means HS Distillers Limited (Registered No. SC166146).
<b>Intercreditor Agreement</b>	means the intercreditor agreement dated 4 April 2011 between, among others, the Company, the Original Subsidiary Guarantors, the Lenders, the Lender Security Trustee, the Security Trustee and the Purchasers.
<b>Joint Venture</b>	means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.
<b>Lender Agent</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lender Arrangers</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lender Finance Parties</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lender Hedge Counterparties</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lender Security Trustee</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lenders</b>	has the meaning given to it in the Principal Bank Facility Agreement.
<b>Lien</b>	has the meaning given to it in the Note Purchase Agreement.
<b>Notes</b>	has the meaning given to it in the Note Purchase Agreement.
<b>Note Purchase Agreement</b>	means the note purchase agreement dated 1 March 2011 (as that agreement may from time to time be amended, varied, novated, supplemented or replaced) entered into between the Company and the Purchasers providing for, among other things, the issue and sale to the Purchasers of the Notes.
<b>Obligors</b>	means collectively the Company and the Subsidiary Guarantors at any time.
<b>Original Lenders</b>	has the meaning given to it in the Principal Bank Facility Agreement.

<b>Original Subsidiary Guarantors</b>	means HDCL, HDGL, HDHL, HDL, HDNL and HDVL.
<b>Principal Bank Facility Agreement</b>	means the facility agreement dated 2 June 2010 between, amongst others, (1) the Company, (2) the Lender Security Trustee, (3) the Lender Agent and (4) the Original Lenders pursuant to which the Lenders made available to the Borrowers multicurrency revolving 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 maturity of the facility).
<b>Purchasers</b>	has the meaning given to it in the Note Purchase Agreement.
<b>Ranking Agreement</b>	means ranking agreement dated 31 March, 1 April and 4 April 2011 between, the Company, the Lender Security Trustee, the Original Subsidiary Guarantors and the Security Trustee.
<b>Secured Parties</b>	means the Security Trustee, the Purchasers and the Hedge Counterparties.
<b>Security Documents</b>	<p>means, collectively, the Security Trust Deed, the Ranking Agreement, the Bond and Floating Charge and a bond and floating charge from each Subsidiary Guarantor together with, where the context requires or permits, any other Lien granted to the Security Trustee in respect of the obligations of the Company in respect of the Notes <i>provided</i> that notwithstanding any other provision of the Note Purchase Agreement, no security will at any time be required to be granted:-</p> <ul style="list-style-type: none"> <li>(1) by HSD or any of its Subsidiaries,</li> <li>(2) in respect of the shares in HSD or any of its Subsidiaries,</li> <li>(3) by a Distribution Entity save for the floating charges granted by each of HDHL, HDCL, HDVL and HDNL on 1 April 2011,</li> <li>(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 1 April 2011,</li> <li>(5) by HDFL,</li> <li>(6) in respect of the shares in HDFL, or</li> <li>(7) except where the same is required pursuant to the Bank Security Documents, a floating charge in respect of shares in CORD;</li> </ul> <p>and the term <b>Security Document</b> shall be construed accordingly.</p>
<b>Security Trust Deed</b>	means the security trust deed dated 29 and 31 March and 1 and 4 April between the Company, the Original Subsidiary Guarantors, the Purchasers, the Hedge Counterparties and the Security Trustee.
<b>Senior Liabilities</b>	has the meaning given to it in the Security Trust Deed.
<b>Subsidiary</b>	means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and the term <b>Subsidiaries</b> shall be construed accordingly.

**Subsidiary Guarantors**

means the Original Subsidiary Guarantors together with any other member of the Group which becomes a Subsidiary Guarantor pursuant to the Note Purchase Agreement and in either case which has not terminated or discharged the Subsidiary Guaranty Agreement to which it is a party in accordance with the terms thereof and of the Note Purchase Agreement.

**Subsidiary Guaranty Agreement**

means a subsidiary guaranty agreement of any Subsidiary Guarantor, in the form required under the Note Purchase Agreement.



The is Paper Apart 2 referred to in the foregoing Form MG01s relative to a bond and floating charge between The 1887 Company Limited and Lloyds TBS Bank plc in its capacity as security trustee for itself and the Secured Parties (as defined below) dated 31 March and 1 April 2011.

**1. Restrictions on dealing with Charged Assets**

Subject to the terms of the Note Purchase Agreement, the Company hereby covenants that it will not without the prior written consent of the Security Trustee create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Lien on or affecting the Charged Assets or any part thereof except any Lien specifically permitted under the terms of the Note Purchase Agreement.

**2. Ranking of Floating Charge**

Subject to the provisions of the Intercreditor Agreement and of the Ranking Agreement:

- 2.1 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; and
- 2.2 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. 6

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

ON 1 APRIL 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 9 APRIL 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 12 APRIL 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES