

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page.


You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.

 You must enclose a certified copy of the instrument with this form. It must be  
scanned and placed on the public record. Do not send the original.



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05/05/2016

#170

COMPANIES HOUSE

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 \*

### 1 Company details

Company number S C 2 2 5 2 1 5

Company name in full FIRTHPORT LIMITED

### 2 Charge creation date

Charge creation date 2 5 0 4 2 0 1 6

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name TENNENT CALEDONIAN BREWERIES UK LIMITED SC362352

Name

Name


Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
Brief description	ALL and WHOLE (1) the subjects known as Clutha Vaults, 167-169 Stockwell Street, Glasgow, G1 4SP and (2) that portion of the four upper stories above the ground or street flat at 165 Stockwell Street, Glasgow, G1 4SP situated directly above the shop premises at 161 to 169 (odd numbers) Stockwell Street, Glasgow and 82 to 88 (even numbers) Clyde Street, Glasgow, being the whole of the subjects registered under Title Number GLA91336	
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.  <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here.  Signature  X  X  on behalf of <u>Bredius LLP</u>  This form must be signed by a person with an interest in the charge.	

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## Particulars of a charge

**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. The contact information you give will be visible to searchers of the public record.

Contact name ALP.TEN66.584

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region MIDLOTHIAN

Postcode E H 3 8 H A

Country

DX ED10

Telephone 01312283777

**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 instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**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 mortgage or charge filed on paper.

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)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 225215

Charge code: SC22 5215 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th April 2016 and created by FIRTHPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2016.

Given at Companies House, Edinburgh on 12th May 2016



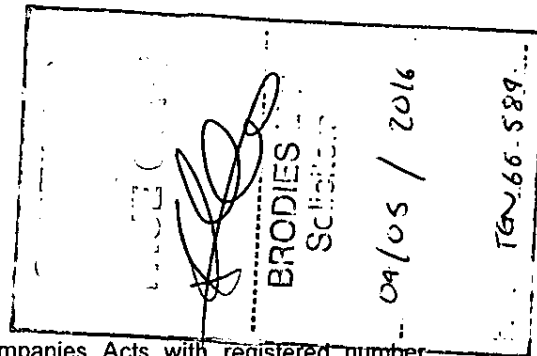
**Companies House**



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

## STANDARD SECURITY

by



**FIRTHPORT LIMITED**, a company incorporated under the Companies Acts with registered number SC225215 and having its registered office at 50a Shawmoss Road, Glasgow, G41 4AD

in favour of

**TENNENT CALEDONIAN BREWERIES UK LIMITED**, a company incorporated under the Companies Acts with registered number SC362352 and having its registered office at Wellpark Brewery, 161 Duke Street, Glasgow, G31 1JD

### Definitions

In this Standard Security:

- 1.1 **"Debtor"** means the said Firthport Limited;
- 1.2 **"Creditor"** means the said Tennent Caledonian Breweries UK Limited (which expression includes its successors and assignees whomsoever);
- 1.3 **"Security Subjects"** means ALL and WHOLE (1) the subjects known as Clutha Vaults, 167-169 Stockwell Street, Glasgow, G1 4SP and (2) that portion of the four upper stories above the ground or street flat at 165 Stockwell Street, Glasgow, G1 4SP situated directly above the shop premises at 161 to 169 (odd numbers) Stockwell Street, Glasgow and 82 to 88 (even numbers) Clyde Street, Glasgow, being the whole of the subjects registered in the Land Register of Scotland under Title Number GLA91336; and
- 1.4 **"Secured Obligations"** means any and all monies and obligations due, owing or incurred by the Debtor to the Creditor in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including interest, costs, charges and expenses incurred by the Creditor in respect of those monies or obligations.

### 2 Security

In security of the Secured Obligations the Debtor grants a standard security in favour of the Creditor over the Security Subjects.

### 3 Standard conditions

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Standard Conditions shall be varied to the effect that:

- 3.1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;
- 3.2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not the market value thereof;
- 3.3 all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to the Creditor by the Debtor in order that they may be written or endorsed for the interests of the Creditor and the Debtor as the Creditor may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a). All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the Debtor to the Creditor and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Creditor so requires, in or towards the discharge of the Secured Obligations;
- 3.4 it shall be an obligation on the Debtor not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof, without the prior consent in writing of the Creditor in each case which consent if granted may be so granted subject to such conditions as the Creditor may see fit to impose; and
- 3.5 if the Creditor shall enter into possession of the Security Subjects the Creditor shall be entitled (if it thinks fit) at the expense and risk of the Debtor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of the Creditor entering into possession, without the Creditor being liable for any loss or damage occasioned by the exercise of this power. The Creditor shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Creditor in relation to such furniture, goods, equipment or other moveable property.

#### **4 Debtor's obligations**

- 4.1 The Debtor undertakes to pay to the Creditor on demand the Secured Obligations.
- 4.2 The interest element of the Secured Obligations shall be at the rate(s) agreed between the Creditor and the Debtor or (failing such agreement) determined by the Creditor and shall be payable at such dates as may be so agreed or determined by the Creditor.
- 4.3 In the event of the foregoing personal obligation being granted by more than one person the expression "Debtor" means all such persons together and/or any one or more of them; and in all cases the obligations hereby undertaken by the Debtor shall bind all person(s) included in the

expression "the Debtor" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order.

- 4.4 If there shall be any breach of the obligations contained or referred to in this document the Creditor shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Debtor, to withhold further facilities from the Debtor.
- 4.5 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor.
- 4.6 The Creditor may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Creditor expressly so agrees) allow any person(s) any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person(s).
- 4.7 Any person who under this document is liable for the debts of another shall not in competition with or in priority to the Creditor make any claim against that other or take or share in or enforce any security in respect of such debts, until the Secured Obligations have been paid to the Creditor in full. No liability under this document shall be affected by the existence of any other security or guarantee or by any other security or guarantee being or becoming void or unenforceable. The Creditor may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of the Secured Obligations without any obligation to apply them towards payment of the Secured Obligations; and in applying moneys towards payment of the Secured Obligations the Creditor may appropriate them towards such part(s) of the Secured Obligations as it thinks fit.

**5 Warrandice**

The Debtor grants warrandice.


**6 Consent to Registration**


The Debtor consents to the registration of these presents for preservation and execution.

**7 Testing clause**

This document is executed as follows:-

By Firthport Limited

  
 signature of  
 director/secretary/authorised signatory/witness  
 KAY LESLIE  
 full name of above (print)  
 Tortine House  
 8 Gordon Street  
 Glasgow  
 address of witness

  
 signature of  
 director/secretary/authorised signatory  
 ALAN STEWART CROSSAN  
 full name of above (print)  
 14.4.16  
 date of signing  
 Glasgow  
 place of signing