



Registration of a Charge

Company name: **ALCHEMY DRINKS LTD.**

Company number: **SC471078**

Received for Electronic Filing: **28/11/2018**



X7JP1NGR

Details of Charge

Date of creation: **20/11/2018**

Charge code: **SC47 1078 0001**

Persons entitled: **GREENE KING BREWING AND RETAILING LIMITED**

Brief description:

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

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KAREN SINGER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 471078

Charge code: SC47 1078 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th November 2018 and created by ALCHEMY DRINKS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2018 .

Given at Companies House, Edinburgh on 28th November 2018

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



Companies House



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

FLOATING CHARGE

by

ALCHEMY DRINKS LTD.

in favour of

GREENE KING BREWING and RETAILING LIMITED

Dated

20TH NOVEMBER 2018

Certified to be a true copy of the original

Name [Signature]

For TLT LLP

Dated 28/11/18

TLT LLP
Solicitors
140 West George Street
GLASGOW
G2 2HG

FLOATING CHARGE

by

Alchemy Drinks Ltd., incorporated under the Companies Acts, Company Number SC471078 and having their Registered Office at Alchemy House, 28 Abbotsinch Road, Grangemouth, Stirlingshire, FK3 9UX ("the Company")

in favour of

GREENE KING BREWING AND RETAILING LIMITED, incorporated under the Companies Acts, Company Number 03298903, and having its Registered Office at Westgate Brewery, Bury St Edmunds, Suffolk, IP33 1QT ("the Lender")

INTERPRETATION

1. In this Floating Charge except to the extent that the context requires otherwise:-

"Associated Company" means a Company which would be a Subsidiary within the meaning of Section 736 of the Companies Act 1985 if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value;

"Business Day" means a day (other than a Saturday or Sunday) on which Banks generally are open for business in the City of London;

"Holding Company" and **"Subsidiary"** are respectively as defined in Section 736 of the Companies Act 1985;

"Secured Obligations" means the monies due, owing or incurred by and other liabilities of the Company to the Lender the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Floating Charge PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Floating Charge (or any part thereof) would constitute unlawful financial assistance within the meanings of Sections 151 and 152 of the Companies Act 1985 and in respect of which the appropriate procedures in accordance with Sections 155-158 of the Companies Act 1985 have not been complied with;

"Specified Rate of Interest" means a rate calculated on a daily basis five percent (5%) per annum above the Bank of England's Base Rate from time to time or (if higher) calculated by reference to the most recent rate of interest agreed between the Lender and the Company ("the Agreed Rate").

2. The Company **BINDS and OBLIGES** itself to the Lender that it will on demand by the Lender pay to the Lender:-

2.1 All sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Lender;

2.2 All other indebtedness and/or liabilities whatsoever of the Company to the Lender present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety;

2.3 On a full indemnity basis all costs, charges, expenses and other sums expended, paid, incurred

or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under this Floating Charge and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Borrower by the Lender, or by any person appointed by the Lender pursuant to this including (but without prejudice to the generality of the foregoing) remuneration payable to such person PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause 2.3, interest shall accrue and be payable as from the date on which the same are paid by the Lender, or by any such persons as therein mentioned or become due to such person under the terms of his appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Lender may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Floating Charge and the recovery of the liabilities secured by it. A certificate signed by an officer of the Lender as to the amount of such costs and expenses for the time being due or incurred to the Lender from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding upon the Company; and

- 2.4 Interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand or other due date at such respective rates as have been or may from time to time be agreed between the Company and the Lender or in default of any agreed rates at the Specified Rate of Interest and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the Specified Rate of Interest (unless any such rate as may have been agreed as aforesaid shall be higher than the Specified Rate of Interest in which event such Agreed Rate shall continue to apply) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Lender to require payment of such interest.

3. IT IS HEREBY PROVIDED AND DECLARED:-

- 3.1. That a certificate under the hand of a Director, or other Authorised Official of the Lender shall (except in the case of manifest error) be sufficient to fix conclusively and to ascertain and determine the whole sums of principal, interest and others, which shall be due by the Company or for which the Company shall be liable to the Lender as aforesaid and to constitute a balance against the Company and no suspension or interdict of any charge or threatened charge for payment of the balance so constituted shall be applied for by the Company or granted nor shall any writ of execution thereon be applied for by the Company or granted, nor shall any action for payment thereof be defended by the Company except on consignment of the full amount thereof;
- 3.2. That nothing herein contained shall prejudice or affect any other security or securities which the Lender already holds or may hereafter hold for any sum or sums due or which may after the date hereof become due by the Company to the Lender over any property belonging to the Company, it being always in the power of the Lender to release or to discharge in whole or in part or parts any such security or to allow all or any of the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof in or towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by the Company shall remain in full force and effect in the same manner and to the same extent as if no such security or securities had ever existed; and
- 3.3. That the Lender, without prejudice to its rights under this Floating Charge and at its discretion, may grant to the Company or to any person or persons liable with or for the Company any time or other indulgence and may compound with the Company or them, accede to trust deeds and draw dividends and that all without notice to the Company or to any other person concerned.
4. **IN SECURITY** of the said sums of money above mentioned the Company **HEREBY GRANTS** in favour of the Lender to the intent that the security hereby created shall be a continuing security in favour of the Lender a **FLOATING CHARGE** over the whole of the property (including uncalled capital) which is or may be from time to time while this security is in force comprised in the

Company's property and undertaking PROVIDED AND DECLARING always that:-

- 4.1. Except as may be otherwise agreed in writing by the Lender the Floating Charge hereby created shall rank in priority to any fixed security other than any fixed security in favour of the Lender which shall rank in all respects in priority and in preference to the Floating Charge hereby created as defined in Section 70 of the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended is hereinafter referred to as "the Act") and any other charge being a fixed security or floating charge which shall have been granted or created by the Company after its execution hereof;
 - 4.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this charge;
 - 4.3. This charge shall become enforceable upon and at any time after the occurrence of any of the following events:
 - 4.3.1 If the Company has failed to pay all or any of the Secured Obligations in accordance with Clause 2;
 - 4.3.2 Any step is taken (including, but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
 - 4.3.3 Any step is taken (including but without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrator receiver or similar officer to the Company or any part of its undertaking or assets;
 - 4.3.4 The making of a request by the Company for the appointment of a receiver or administrator;
 - 4.4 In the event that this charge becomes enforceable in accordance with Clause 4.3, the Lender shall be entitled at any time thereafter to appoint to the extent permitted and in accordance with the provisions of the Act an administrator of the Company or a receiver of all or any of the property hereby charged;
 - 4.5 The Company shall be solely responsible for the acts and defaults of any receiver or administrator so appointed and for his remuneration, costs, charges and expenses and shall free and relieve the Lender of all liability therefor regardless of whether the Lender shall have undertaken or accepted such liability or been found liable therefor;
 - 4.6 A demand or notice hereunder shall be in writing signed by an officer or agent of the Lender and may be served on the Company either by hand or post or facsimile. A demand or notice by post may be addressed to the Company at the Company's registered office, place of business or address last known to the Lender and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned and undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Company known to the Lender and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.
5. At any time (1) when there shall have occurred an event of default in respect of the Company's obligations to the Lender; (2) after being requested by the Company to appoint a receiver; or (3) after an application for an administration order in terms of Paragraph 22 of Schedule B1 to the Act in relation to the Company is presented to the Court by the Company or the Company's Directors or by a creditor or creditors of the Company or any meeting of the Company Directors is convened for the purpose of considering any resolution to present an application for such an order the Lender shall be entitled to appoint any one or more persons as a receiver of all or any of the charged assets and/or

an administrator of the Company in accordance with and to the extent permitted by the Act under the declaration that:-

- 5.1. Any instrument of appointment of a receiver or notice of appointment of an administrator hereunder shall be deemed duly executed if signed by a director or an authorised signing official of the Lender;
 - 5.2. The Lender may appoint more than one person to be a receiver (with power to act both jointly and severally); and
 - 5.3. If any person appointed as a receiver or administrator in terms hereof shall be removed by the Court or shall otherwise cease to act then the Lender shall be entitled to appoint one or more persons in his place.
6. Any receiver appointed by the Lender shall be entitled to exercise all the powers conferred upon a receiver by Section 55 of the Act and any administrator appointed by the Lender shall be entitled to exercise all powers conferred upon an administrator by Schedule B1 to the Act, and in each case shall be entitled to take all steps incidental to the same or which may be calculated to facilitate the exercise of the same and in addition thereto shall have and be entitled to exercise the following powers:-
- 6.1. To make any arrangements or compromise which he shall think expedient in respect of any claim by or against the Company and to sue in his own name or in the Company's name;
 - 6.2. To call up all or any portion of the Company's uncalled capital;
 - 6.3. To promote or procure the formation of any new company or corporation;
 - 6.4. To subscribe for or acquire for cash any share capital of such new company or corporation in name of the Lender and on behalf of the Lender and/or in the name or names of a nominee or nominees or trustee or trustees for the Company;
 - 6.5. To sell, feu, assign, transfer, exchange, hire out, grant, forfeit, irritate, renounce and/or give up leases of or otherwise dispose of or realize the charged assets or any part thereof to such new company or corporation, accept as consideration or part of the consideration thereof in the Company's name and on the Company's behalf and/or in the name or names of any nominee or nominees or trustee or trustees for it any shares or further shares in any such company or corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding by way of loan or debt or credit;
 - 6.6. To sell, assign, transfer, exchange or otherwise dispose of or realise on the Company's behalf any such shares or deferred consideration or part thereof or any rights or benefits attaching thereto;
 - 6.7. To sever and sell fixtures separately from the property to which they may be annexed;
 - 6.8. To convene an extraordinary general meeting; and
 - 6.9. To acquire any property on the Company's behalf;
7. The Lender and every receiver or administrator appointed by the Lender hereunder shall be entitled to be indemnified by the Company out of the charged assets:-
- 7.1. In respect of all liabilities and expenses incurred by the Company or him in the execution or purported execution of any of the powers, authorities or discretions vested in the Lender or him pursuant to the Act or hereto; and
 - 7.2. Against all actions, proceedings, costs, claims and demands in respect of any matter or thing

done or omitted in any way relating to the charged assets. The Lender and any such receiver or administrator may retain and pay all sums in respect of the same out of any monies recovered under the exercise of their respective powers herein contained or referred to.

8. THE COMPANY UNDERTAKES to procure that while this security is in force:-

8.1 When required by the Lender to grant such specific or fixed security or charge over the whole or any of the property of the Company or the Company's subsidiary companies as shall be required by the Lender or as the Lender shall direct;

8.2 Without prejudice to the provisions hereinbefore contained, unless with the written consent of the Lender, the Company shall not create or allow to come into being any security over or charge upon the whole or any part or parts of the property (including heritable real and leasehold property wherever situated) assets, undertaking or uncalled capital of the Company or any of the Company's Associated Companies and no debentures, debenture stock or loan capital shall be created or issued and generally no moneys shall be borrowed or raised or the payments thereof secured in any manner of way by the Company or any of the Company's Associated Companies;

8.3.1 The whole property and corporeal assets belonging to the Company and the Company's Associated Companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as the Lender may require, the relative Policy or Policies being effected as appropriate in the name of the Lender as creditors or being endorsed or noted with reference to the interest of the Bank as the Lender may require and the Company shall produce to the Lender, if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which the Lender may at the Company's expense effect or renew any such insurances as the Lender shall deem fit; and

8.3.2 All sums which may at any time be received under any such insurance or any other insurance covering any of the property and corporeal assets of the Company or the Company's Subsidiary Companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless the Lender shall require the same to be applied in or towards payment of any sum or sums due by the Company to the Lender, or shall otherwise consent in writing;

8.4 Except with the written consent of the Lender no part of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of the Company or any of the Company's Associated Companies and no other property or assets of the Company or any of the Company's Associated Companies shall be sold or otherwise disposed of unless in the ordinary course the Company's business or the business or businesses of any of the Company's Associated Companies;

8.5 No uncalled capital shall be called up by the Company or received in advance of calls without the written consent of the Lender and every amount received by the Company in respect of uncalled capital shall be paid by the Company to the Lender who may direct and may be applied by the Lender in or towards satisfaction of sums hereby secured or intended to be secured;

8.6 In fortification of this security and any further securities in favour of the Lender the titles to all the Company's heritable real and leasehold property (so far as these are in the Company's possession or within the Company's control) and the documents of title to such of the Company's incorporeal moveable property to which there is a document of title shall be deposited with the Lender at any time if the Lender so requires.

9 The Lender shall have the right to assign the whole or any part of the benefit to them respectively of

the Floating Charge and the expression "the Lender" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Lender, who shall be entitled to enforce and proceed upon this Floating Charge in the same manner as if named herein. The Lender shall be entitled to impart any information concerning the Company to any such assignee or other successor of any participant or proposed assignee, successor or participant.

10. AND the Company binds and obliges itself for the whole of the expenses of creating and enforcing this security and also for the expenses of any assignation or discharge thereof; and the Company warrants these presents at all hands and against all persons; and the Company consents to the registration hereof and of any certificate signed in pursuance of these presents for preservation and execution: IN WITNESS WHEREOF these presents on this and the 5 preceding pages are subscribed for and on behalf of the Company as undernoted

at
on the 20TH day of NOVEMBER Two Thousand and EIGHTEEN

THOMAS Mc MILLAN,

Full Name



(Director/Authorised Signatory)

MICHAEL Mc SHANE

Full Name



(Director/Authorised Signatory/witness)