

MR01

Particulars of a charge



Companies House

170851/13

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

☒ **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 the charge
instrument. Use form M01.



SCT

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13/08/2015
COMPANIES HOUSE

#15

This form **must be delivered to the Registrar for registration**
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. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 5 0 7 0 9 7

Company name in full STONE ACRE DISTILLERS HOUSE LIMITED

For official use
2

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 1 0 8 2 0 1 5

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 MERLIN FINANCE LLP (COMPANY NUMBER SO305005)

Name

Name

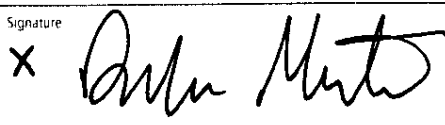
Name

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.

MR01

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4	Brief description	
Brief description	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. ALL AND WHOLE THE SUBJECT REGISTERED UNDER TITLE NUMBER MID95658 UNDER EXCEPTION OF THOSE PARTS OF THE BASEMENT FLOOR OF THE BUILDING AT 8-12 TORPHICHEN STREET, EDINBURGH AS ARE NOT SHOWN DELINEATED AND HATCHED RED AND PARTY COLOURED YELLOW ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO THE STANDARD SECURITY	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.
5	Other charge or fixed security	
	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. ☒ Yes ☐ No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. ☐ Yes Continue ☒ No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? ☐ Yes	
7	Negative Pledge	
	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. ☒ Yes ☐ No	
8	Trustee statement ¹	
	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. ☐	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature  This form must be signed by a person with an interest in the charge.	X

MR01

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 **REBECCA BLACK**

Company name **DICKSON MINTO W.S.**

Address **16 CHARLOTTE SQUARE**

Post town **EDINBURGH**

County/Region

Postcode **E H 2 4 D F**

Country

DX **ED199**

Telephone **01312254455**

**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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 507097

Charge code: SC50 7097 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th August 2015 and created by STONE ACRE DISTILLERS HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2015.

Given at Companies House, Edinburgh on 20th August 2015

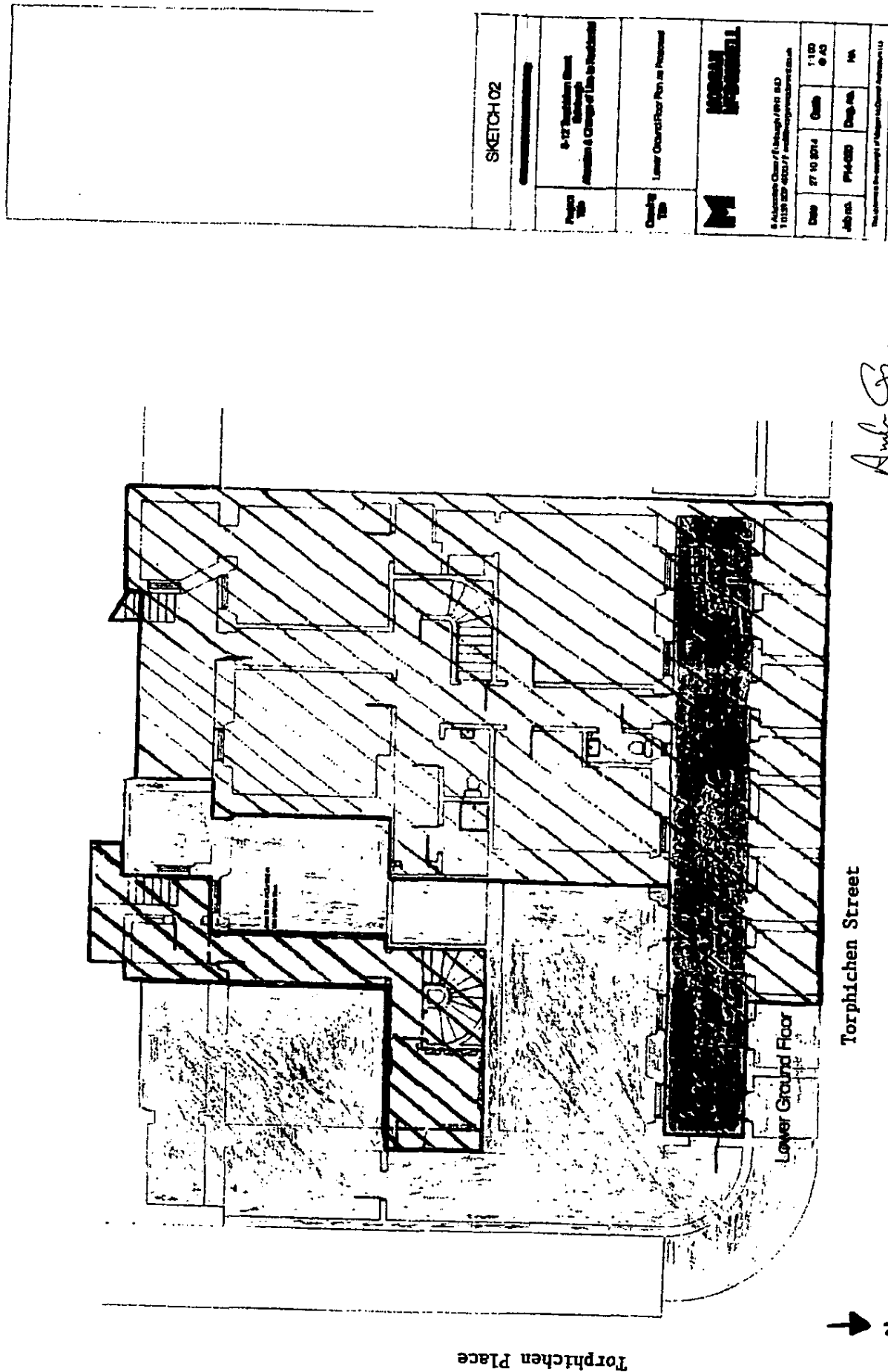


Companies House



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

This is the plan referred to in the foregoing standard security by Stone Acre
 Dishillers House Limited in favour of Merlin Finance LLP, dated 30 July 2015.



And G.

Alm...

5.2. Nothing contained in this Instrument shall limit the right of the Lender (and the Chargor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

6. GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction.

7. WARRANTIES AND CONSENT TO REGISTRATION

7.1. The Chargor hereby grants warrantice.

7.2. A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation: IN WITNESS whereof these presents consisting of this and the preceding three pages, together with the plan annexed hereto, are executed as follows:-

SUBSCRIBED for and on behalf of the said STONE ACRE DISTILLERS HOUSE LIMITED

at DUNDEE

on 30 July 2015

by Andrew Craig

Print Full Name

before this witness

Andrew Pennock

Print Full Name

Address


Director


Witness/Director

2. BOND

The Chargor undertakes to the Lender that it will pay or discharge to the Lender all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise) all as provided for in the Loan Agreement.

3. CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Lender over the Security Subjects.

4. STANDARD CONDITIONS

4.1. 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.

4.2. The Chargor and the Lender agree that the said Standard Conditions shall be varied to the following effect:-

4.2.1. the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the full reinstatement value of the Security Subjects and not the market value thereof;

4.2.2. all rights and claims under insurance policies effective or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the Chargor to the Lender and all monies becoming payable under any such policy shall be applied as required by the Lender (acting reasonably);

4.2.3. there shall be an obligation on the Chargor not to create or agree to create a subsequent security over the Security Subjects or any part thereof, nor to assign or convey the Security Subjects or any part thereof to any person without the prior written consent in writing of the Lender; and

4.2.4. wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Loan Agreement.

5. APPLICATION OF ENFORCEMENT PROCEEDS

5.1. All monies received by the Lender under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Lender under this Instrument, in the following order:-

5.1.1. firstly, in or towards satisfaction of the Secured Liabilities in such order as the Lender shall in its absolute discretion decide; and

5.1.2. secondly, any surplus shall be paid to the Chargor or any other Person entitled thereto.

INSTRUMENT

by

STONE ACRE DISTILLERS HOUSE LIMITED a company incorporated in Scotland with Company No SC507097 under the Companies Acts having its registered office at 59 Bonnygate, Cupar KY5 4BY ("the Chargor")

in favour of

MERLIN FINANCE LLP, a limited liability partnership and established in Scotland (No. SO305005) of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE ("the Lender")

CONSIDERING THAT:-

- (i) the Lender has agreed in accordance with the terms and conditions of the Loan Agreement (defined below) or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Lender this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1. In this Instrument:-

"Loan Agreement" means the loan agreement entered into between the Lender and the Chargor as borrower dated 5 June 2015 and 8 June 2015;

"Person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

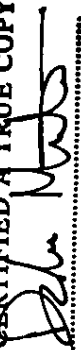
"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) owing or incurred by the Company to the Lender under the Loan Agreement together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender under the Loan Agreement including, without prejudice to the foregoing generality, all obligations to indemnify the Lender; and

"the Security Subjects" means ALL and WHOLE the subjects registered in the Land Register of Scotland under title number MID95658 under exception of those parts of the basement floor of the building at 8 - 12 Torphichen Street, Edinburgh as are shown shaded blue on the plan annexed and signed as relative to this standard security.

- 1.2. The expressions "the Chargor" and "the Lender" shall include the permitted successors, assignees and transferees of the Chargor and the Lender.

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CERTIFIED A TRUE COPY

DICKSON MINTO W.S.

STANDARD SECURITY

by

STONE ACRE DISTILLERS HOUSE LIMITED

as the Chargor

in favour of

MERLIN FINANCE LLP

as the Lender



Dickson Minto W.S.
Edinburgh

Live: 31606376 v 1