

# M

COMPANIES FORM No. 466(Scot)

# 466

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

CHFP025

Please do not  
write in this  
margin

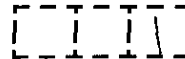
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



SC532306

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

\* BEER FOR GOOD CIC (THE "BORROWER")

\* insert full name  
of Company

Date of creation of the charge (note 1)

16 APRIL 2016

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

FLOATING CHARGE

Names of the persons entitled to charge

RESILIENT SCOTLAND LTD IN ITS CAPACITY AS TRUSTEE FOR THE JESSICA (SCOTLAND) TRUST AND ACTING THROUGH FOUNDATION SCOTLAND AS AGENT FOR AND ON BEHALF OF THE JESSICA (SCOTLAND) TRUST ("RSL")

Short particulars of all the property charged

THE WHOLE OF THE PROPERTY, ASSETS AND RIGHTS (INCLUDING UNCALLED CAPITAL) WHICH ARE OR MAY FROM TIME TO TIME WHILE THE FLOATING CHARGE IS IN FORCE BE COMPRISED IN THE PROPERTY AND UNDERTAKING OF THE BORROWER.

Presenter's name address and  
reference (if any):

Shepherd & Wedderburn  
3rd floor  
1 West Regent Street  
Glasgow  
G2 1RW

For official use (06/2005)

Charges Section

Post room

THURSDAY



SCT

\*S6EHPRXE\*

07/09/2017

#53

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

BEER FOR GOOD CIC, 5TH FLOOR, 125 PRINCES STREET, EDINBURGH, EH2 4AD;  
TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED, CROMPTON WAY, NORTH NEWMOOR  
INDUSTRIAL ESTATE, IRVINE, STRATHCLYDE, KA11 4HU ("TCB");  
RESILIENT SCOTLAND LTD, IN ITS CAPACITY AS TRUSTEE FOR THE JESSICA (SCOTLAND)  
TRUST AND ACTING THROUGH FOUNDATION SCOTLAND, AS AGENT FOR AND ON BEHALF OF  
THE JESSICA (SCOTLAND) TRUST, 131 WEST NILE STREET, GLASGOW, G1 2RX.

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Date(s) of execution of the instrument of alteration

22 AUGUST 2017 (EFFECTIVE DATE 30 AUGUST 2017)

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

THE BORROWER SHALL NOT WITHOUT THE CONSENT OF THE CREDITORS CREATE, OR ALLOW TO EXIST, ANY SECURITY (OTHER THAN THE SECURITIES) OVER ANY OF ITS ASSETS FOR, OR ANY GUARANTEE FOR OR IN RESPECT OF, EITHER DEBT OR IN RESPECT OF A LOAN OR CREDIT PROVIDED TO THE BORROWER BY ANOTHER PERSON.

PLEASE SEE THE PAPER APART TO THIS FORM M466 FOR DEFINITIONS.

Short particulars of any property released from the floating charge

NONE

The amount, if any, by which the amount secured by the floating charge has been increased

NONE

*Please do not  
write in  
this margin*

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please complete  
legibly, preferably  
in black type or  
bold block lettering*

PLEASE SEE THE PAPER APART TO THIS FORM M466.

Please complete legibly, preferably in black type, or bold block lettering

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed R M Macleod  
FOR AND ON BEHALF OF SHEPHERD AND WEDDERBURN LLP

Date 06/09/2017

On behalf of ~~[company]~~[chargee] †

### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, 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 execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as appropriate

**This is the paper apart referred to in the foregoing Form M466**

**A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.**

2.1 Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provisions as to ranking contained in any of the Securities, the Securities and any sums secured thereby shall rank in the following order of priorities:-

- 2.1.1 (First) the TCB Standard Security to the extent of the TCB Priority Limit; then
- 2.1.2 (Second) the TCB Standard Security and the RSL Standard Security on a *pari passu* basis and without preference to the extent of all sums secured thereby and all monies received or recovered shall be distributed to each Creditor pro rata according to the proportions which their respective Debts bear to the aggregate of such Debts on the date of such distribution; then
- 2.1.3 (Third) the TCB Floating Charge to the extent of the balance (if any) of the TCB Priority Limit; then
- 2.1.4 (Fourth) the TCB Floating Charge and the RSL Floating Charge on a *pari passu* basis and without preference to the extent of all sums secured thereby and all monies received or recovered shall be distributed to each Creditor pro rata according to the proportions which their respective Debts bear to the aggregate of such Debts on the date of such distribution.

## **Definitions**

**In this paper apart and in the foregoing Form M466:-**

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

**"Creditors"** means RSL and TCB and "Creditor" shall mean any one of them.

**"Debts"** means the RSL Debt and the TCB Debt and "Debt" shall mean any one of them.

**"Property"** means ALL and WHOLE the subjects known as and forming Southside Social (formerly known as Meadow Bar), 42/44 Buccleuch Street, Edinburgh EH8 9LP, being the southmost shop comprising the basement, ground floor and first floor premises forming part of ALL and WHOLE the tenement at 40, 42 and 44 Buccleuch Street, Edinburgh being ALL and WHOLE (FIRST) that public house and licensed premises situated at Numbers 40 and 42 Buccleuch Street, Edinburgh in the County of Midlothian, being the subjects described in and disposed (in the First Place) by Disposition by William Younger and Company Limited and others in favour of Thistle Inns Limited dated 17 and 19 both days of December 1958 and 3 January 1959 and recorded in the Division of the General Register of Sasines applicable to the County of Midlothian (formerly the County of Edinburgh) on 29 January 1959; (SECOND) ALL and WHOLE the cellar which sometime belonged to Mrs Anna Ogradintzy or Lewis, being the northmost cellar of the eight cellars under the tenement Numbers 40, 42 and 44 Buccleuch Street aforesaid; and (THIRD) ALL and WHOLE that shop Number 44 (formerly Number 19) Buccleuch Street Edinburgh together with the cellars pertaining to the same, all as sometime occupied by William McGibbon Hunter being the subjects in the said City Parish of Edinburgh and County of Midlothian described in and disposed by the Disposition by William McGill in favour of Thomas Leitch recorded in the said Division of the General Register of Sasines on 16 May 1888; Together with (One) the rights granted by Deed of Servitude by The University Court of the University of Edinburgh in favour of the said Scottish & Newcastle Breweries plc dated 11 February and recorded in the Division of the General Register of Sasines 13 June both months of the year 1983; (Two) the heritable fittings and fixtures in and upon the said subjects; (Three) the goodwill so far as heritable of the said subjects; (Four) the parts, privileges and pertinents and all rights common, mutual and otherwise effeiring thereto; and (Five) the Borrower's whole right, title and interest present and future in and to the said subjects.

**"Ranking Agreement"** means the ranking agreement among the Borrower, TCB and RSL executed on 22 August 2017 with an effective date of 30 August 2017.

**"RSL Debt"** means all sums secured to RSL under the RSL Securities.

**"RSL Floating Charge"** means the floating charge granted by the Borrower in favour of RSL over the whole of the Borrower's property and undertaking, present and future, in security of all sums due and to become due to RSL, dated 16 April 2016 and registered with the Registrar of Companies in Scotland on 6 May 2016.

**"RSL Securities"** means the RSL Floating Charge and the RSL Standard Security.

**"RSL Standard Security"** means the standard security granted by the Borrower in favour of RSL over the Property in security of all sums due or to become due from time to time by the Borrower to RSL dated on or around the date of the Ranking Agreement and to be registered in the Land Register of Scotland.

**"Securities"** means the TCB Securities and the RSL Securities.

**"TCB Debt"** means all sums secured to TCB under the TCB Securities.

**"TCB Floating Charge"** means the floating charge granted by the Borrower in favour of TCB over the whole of the Borrower's property and undertaking, present and future in security of all sums due and to become due to TCB, dated on or around the date of the Ranking Agreement and to be registered with the Registrar of Companies in Scotland.

**"TCB Priority Limit"** means the sum of £32,116 together with accrued interest (capitalised or otherwise) thereon and all professional advisors' costs and charges incurred in connection with the enforcement of the TCB Securities.

**"TCB Securities"** means the TCB Floating Charge and the TCB Standard Security.

**"TCB Standard Security"** means the standard security granted by the Borrower in favour of TCB over the Property in security of all sums due or to become due from time to time by the Borrower to TCB dated on or around the date of the Ranking Agreement and to be registered in the Land Register of Scotland.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 532306  
CHARGE CODE SC53 2306 0001

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 22 AUGUST 2017 WERE DELIVERED  
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985  
ON 7 SEPTEMBER 2017

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 16  
APRIL 2016

BY BEER FOR GOOD CIC

IN FAVOUR OF  
RESILLIENT SCOTLAND LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 15 SEPTEMBER  
2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS RANKING AGREEMENT HAS BEEN PREPARED BY BRODIES LLP ON THE INSTRUCTIONS OF  
TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED. WE ACT SOLELY FOR TENNENT  
CALEDONIAN BREWERIES WHOLESALE LIMITED AND WE ARE REQUIRED TO ADVISE YOU THAT  
SIGNING THIS DOCUMENT MAY HAVE CERTAIN LEGAL CONSEQUENCES AND YOU ARE  
ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING

**RANKING AGREEMENT**

among

**BEER FOR GOOD CIC****TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED**

(trading as Tennent's)

and

**RESILIENT SCOTLAND LTD**

2017

Brodies LLP  
110 Queen Street  
Glasgow G1 3BX  
T: 0141 248 4672  
F: 0141 221 9270  
Ref: SEL/JMO/PRK/TEN73.246

38238724v3

CERTIFIED A TRUE COPY SAVE FOR THE ORIGINAL REDACTED JRS JAN 20 2017 THE COMPANIES ACT 2006 BRODIES LLP Solicitors 04/09/2017 Ref: TEN73.246
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For the purposes of the Legal Writings (Counterparts and delivery) (Scotland) Act 2015, this Agreement is delivered on 30 August 2017.

**RANKING AGREEMENT among:**

**BEER FOR GOOD CIC**, a company incorporated in Scotland with registered number SC532306 and having its registered office at 5th Floor, 125 Princes Street, Edinburgh, EH2 4AD (the "Borrower");

**TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED**, (trading as Tennent's) a company incorporated in Scotland with registered number SC081527 and having its registered office at Crompton Way, North Newmoor Industrial Estate, Irvine, Strathclyde KA11 4HU ("TCB"); and

**RESILIENT SCOTLAND LTD**, a company incorporated in Scotland with registered number SC411661 and having its registered office at 131 West Nile Street, Glasgow, Scotland, G1 2RX, in its capacity as Trustee for the JESSICA (Scotland) Trust and acting through Foundation Scotland, a company limited by guarantee incorporated in Scotland with registered number SC152949 (a Scottish charity, with Scottish charity number SC022910), having its registered office at 131 West Nile Street, Glasgow, Scotland, G1 2RX, as agent for and on behalf of the JESSICA (Scotland) Trust ("RSL").

**WHEREAS:**

1. The Borrower has granted, or is about to grant the Securities (as hereinafter defined).
2. TCB, RSL and the Borrower intend to regulate the ranking of each of the Securities and the debt secured by them in the manner set out below.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

**1 Consent**

TCB and RSL for their respective right, title and interest consent to the constitution by the Borrower of the Securities.

**2 Ranking**

- 2.1 Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provisions as to ranking contained in any of the Securities, the Securities and any sums secured thereby shall rank in the following order of priorities:-

2.1.1 (First) the TCB Standard Security to the extent of the TCB Priority Limit; then

2.1.2 (Second) the TCB Standard Security and the RSL Standard Security on a *pari passu* basis and without preference to the extent of all sums secured thereby and all monies received or recovered shall be distributed to each Creditor pro rata according to the proportions which their respective Debts bear to the aggregate of such Debts on the date of such distribution; then

2.1.3 (Third) the TCB Floating Charge to the extent of the balance (if any) of the TCB Priority Limit; then

- 2.1.4 (Fourth) the TCB Floating Charge and the RSL Floating Charge on a *pari passu* basis and without preference to the extent of all sums secured thereby and all monies received or recovered shall be distributed to each Creditor pro rata according to the proportions which their respective Debts bear to the aggregate of such Debts on the date of such distribution.

### **3 Undertakings**

- 3.1 The Borrower shall not without the consent of the Creditors:
- 3.1.1 create, or allow to exist, any security (other than the Securities) over any of its assets for, or any guarantee for or in respect of, either Debt or in respect of a loan or credit provided to the Borrower by another person;
  - 3.1.2 vary the Debt Documents; or
  - 3.1.3 take, or omit to take, any action which may impair the ranking set out in this Agreement.
- 3.2 Each Creditor undertakes to the other Creditor that they shall not, without the consent of that other Creditor:
- 3.2.1 allow to exist, or receive the benefit of, any security (other than the Securities granted in that Creditors favour) in respect of either Debt;
  - 3.2.2 increase its lending to the Borrower; or
  - 3.2.3 take, or omit to take, any action which may impair the ranking set out in this Agreement.

### **4 Alteration of Securities**

- 4.1 The TCB Floating Charge and the RSL Floating Charge are hereby varied to the extent specified in this Agreement and this Agreement so far as affecting the TCB Floating Charge and the RSL Floating Charge shall be construed and receive effect as an Instrument of Alteration of the said Floating Charges within the meaning of Section 466 of the Companies Act 1985.
- 4.2 The TCB Standard Security and the RSL Standard Security are hereby varied to extent specified in this Agreement and this Agreement so far as affecting the TCB Standard Security and the RSL Standard Security shall be construed and receive effect as variations of each of the said Standard Securities within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

**5 Exclusion of legal rules**

- 5.1 Notwithstanding the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 or any other rule of law which might operate to the contrary effect, the provisions of Clause 2.1 as to priority and ranking of the Securities shall be valid and effective irrespective of the dates or times at which the Securities were executed or constituted or registered and irrespective of the dates on which sums have been or may be advanced to or otherwise drawn by the Borrower, none of the other parties hereto having any concern with the composition of or fluctuations in the sums due to TCB or RSL.
- 5.2 Subject to the terms of this Agreement, the Securities shall rank as continuing security for the payment and discharge of all the liabilities and obligations the payment and/or discharge of which are thereby secured.

**6 Preferential payments**

The provisions set out in this Agreement as to ranking shall not prejudice the right of TCB or RSL to receive payments to which a preference attaches in terms of Section 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

**7 Assignment**

Each of TCB and RSL agreed that they shall not assign or otherwise transfer or dispose of the benefit of their respective Securities or any of them or agree to do so unless the relevant assignee or transferee or proposed assignee or transferee has undertaken to each of the remaining parties hereto to be bound by the terms of this Agreement and to enter into all necessary documentation to give effect thereto.

**8 Disclosure of Information**

During the joint continuance of (1) the TCB Securities or either of them and (2) the RSL Securities or either of them, TCB and RSL shall be at liberty from time to time to disclose to each other information concerning the Borrower and its affairs in such manner and to such extent as TCB and RSL shall from time to time desire and agree.

**9 Duty to consult**

In the event of TCB or RSL wishing to exercise its power of sale or other power of enforcement over the Property or any part thereof or to appoint a receiver or administrator of the Borrower's property and undertaking, TCB and RSL shall consult together with a view to agreeing upon either the terms of such sale or upon a suitable person to be appointed as such receiver or administrator, provided always that this agreement to consult will not prejudice the right of TCB or RSL to take action under its powers of sale or other powers of enforcement or to appoint a receiver or administrator under the TCB Floating Charge or the RSL Floating Charge without prior consultation in the case of need.

## **10 Compensation**

As between TCB and RSL, it is hereby agreed that in the event of this Agreement being regarded by a receiver, administrator or liquidator of the Borrower or any of them as failing to bind him or them in the distribution of the proceeds of sale of the assets of the Borrower, or any of them, TCB and RSL will compensate each other *inter se* to the effect that in so far as the refusal of the receiver, administrator or liquidator to be bound by these presents shall cause prejudice to TCB or RSL each will compensate the other to the extent to which either may be *lucratus* by such prejudice but no further.

## **11 Severability**

Each of the provisions in this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

## **12 Waiver**

No failure on the part of TCB to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedies provided by law.

## **13 Notice**

13.1 Any communication to be made under or in connection with this Agreement shall be made (in English) in writing and, unless otherwise stated, may be made by fax or letter.

13.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of TCB, RSL and the Borrower for any communication or document to be made or delivered under or in connection with this Agreement is:

### **13.2.1 TCB:**

Address: Wellpark Brewery, 161 Duke Street, Glasgow G31 1JD

For the attention of: The Legal Team

### **13.2.2 RSL:**

Address: 131 West Nile Street, Glasgow, Scotland, G1 2RX

For the attention of: Joanne McNeill

### **13.2.3 Borrower:**

Address: 5th Floor, 125 Princes Street, Edinburgh, EH2 4AD

For the attention of: Chris Thewlis

13.3 Any notice or other communication given to a party shall be deemed to have been received:-

- 13.3.1 if sent by facsimile, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
- 13.3.2 in the case of a written notice given by hand, on the day of actual delivery; and
- 13.3.3 if posted, on the second Business Day following the day on which it was despatched by first class mail postage prepared following the date of despatch by prepaid first class postage,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day.

#### 14 Expenses

All fees and expenses of TCB and RSL in connection with the preparation, execution and enforcement of this Agreement shall be promptly paid by the Borrower upon receipt of an Invoice.

#### 15 Definitions

15.1 In this Agreement:-

- 15.1.1 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.
- 15.1.2 **"Creditors"** means RSL and TCB and "Creditor" shall mean any one of them.
- 15.1.3 **"Debts"** means the RSL Debt and the TCB Debt and "Debt" shall mean any one of them.
- 15.1.4 **"Debt Documents"** means the RSL Debt Documents and the TCB Debt Documents and "Debt Document" shall mean any one of them.
- 15.1.5 **"Property"** means ALL and WHOLE the subjects known as and forming Southside Social (formerly known as Meadow Bar), 42/44 Buccleuch Street, Edinburgh EH8 9LP, being the southmost shop comprising the basement, ground floor and first floor premises forming part of ALL and WHOLE the tenement at 40, 42 and 44 Buccleuch Street, Edinburgh being ALL and WHOLE (FIRST) that public house and licensed premises situated at Numbers 40 and 42 Buccleuch Street, Edinburgh in the County of Midlothian, being the subjects described in and disposed (In the First Place) by Disposition by William Younger and Company Limited and others in favour of Thistle Inns Limited dated 17 and 19 both days of December 1958 and 3 January 1959 and recorded in the Division of the General Register of Sasines applicable to the County of

Midlothian (formerly the County of Edinburgh) on 29 January 1959; (SECOND) ALL and WHOLE the cellar which sometime belonged to Mrs Anna Ogradintzy or Lewis, being the northmost cellar of the eight cellars under the tenement Numbers 40, 42 and 44 Buccleuch Street aforesaid; and (THIRD) ALL and WHOLE that shop Number 44 (formerly Number 19) Buccleuch Street Edinburgh together with the cellars pertaining to the same, all as sometime occupied by William McGibbon Hunter being the subjects in the said City Parish of Edinburgh and County of Midlothian described in and disposed by the Disposition by William McGill in favour of Thomas Leitch recorded in the said Division of the General Register of Sasines on 16 May 1888; Together with (One) the rights granted by Deed of Servitude by The University Court of the University of Edinburgh in favour of the said Scottish & Newcastle Breweries plc dated 11 February and recorded in the Division of the General Register of Sasines 13 June both months of the year 1983; (Two) the heritable fittings and fixtures in and upon the said subjects; (Three) the goodwill so far as heritable of the said subjects; (Four) the parts, privileges and pertinents and all rights common, mutual and otherwise efferring thereto; and (Five) the Borrower's whole right, title and interest present and future in and to the said subjects;

- 15.1.6     **"RSL Debt"** means all sums secured to RSL under the RSL Securities.
- 15.1.7     **"RSL Debt Documents"** means all or any documents evidencing the RSL Debt.
- 15.1.8     **"RSL Floating Charge"** means the floating charge granted by the Borrower in favour of RSL over the whole of the Borrower's property and undertaking, present and future, in security of all sums due and to become due to RSL, dated 16 April 2016 and registered with the Registrar of Companies in Scotland on 6 May 2016.
- 15.1.9     **"RSL Securities"** means the RSL Floating Charge and the RSL Standard Security.
- 15.1.10    **"RSL Standard Security"** means the standard security granted by the Borrower in favour of RSL over the Property in security of all sums due or to become due from time to time by the Borrower to RSL dated on or around the date of this Agreement and to be registered in the Land Register of Scotland.
- 15.1.11    **"Securities"** means the TCB Securities and the RSL Securities.
- 15.1.12    **"TCB Debt"** means all sums secured to TCB under the TCB Securities.
- 15.1.13    **"TCB Debt Documents"** means all or any documents evidencing the TCB Debt.
- 15.1.14    **"TCB Floating Charge"** means the floating charge granted by the Borrower in favour of TCB over the whole of the Borrower's property and undertaking, present and future in security of all sums due and to become due to TCB, dated on or around the date of this Agreement and to be registered with the Registrar of Companies in Scotland.

15.1.15 **"TCB Priority Limit"** means the sum of £32,116 together with accrued interest (capitalised or otherwise) thereon and all professional advisors' costs and charges incurred in connection with the enforcement of the TCB Securities.

15.1.16 **"TCB Securities"** means the TCB Floating Charge and the TCB Standard Security.

15.1.17 **"TCB Standard Security"** means the standard security granted by the Borrower in favour of TCB over the Property in security of all sums due or to become due from time to time by the Borrower to TCB dated on or around the date of this Agreement and to be registered in the Land Register of Scotland.

## 16 Interpretation

16.1 Unless otherwise indicated any reference in this Agreement to:

16.1.1 a **"fixed security"** shall be construed as a reference to a fixed security as defined by Section 486 of the Act;

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

16.1.3 any person shall include that persons successor in title, permitted assignees or permitted transferees;

16.1.4 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;

16.1.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

16.1.6 a clause heading is a reference to a clause or sub-clause of this Agreement and is for ease of reference only;

16.1.7 this Agreement (and any provisions of it) or any other document referred to in this Agreement shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

## 17 Counterparts and delivery

17.1 This Agreement may be executed in any number of counterparts and by all of the parties on separate counterparts.

17.2 If executed in counterparts:

17.2.1 this Agreement shall not take effect until all of the counterparts have been delivered;



17.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date (the "agreed date") on which the counterparts are to be treated as delivered; and

17.2.3 the agreed date will be inserted on page 1 of this Agreement.

**18 Governing law**

This Agreement shall be governed by and construed in accordance with the law of Scotland and each of the parties hereto hereby prorges and accepts the jurisdiction of the Court of Session in Scotland.

# 19      **Consent to Registration**

The parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows:-

For **BEER FOR GOOD CIC**

signature of witness

*George Fyfe*

full name of above (print)

address of witness

Signature of director

*CHRISTOPHER TOWNES*  
full name of above (print)

*22/08/2017*  
Date of signing

*Edinburgh*  
Place of signing

For **TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED (trading as Tennent's)**

signature of witness

full name of above (print)

address of witness

Signature of director

full name of above (print)

Date of signing

Place of signing

For **RESILIENT SCOTLAND LIMITED** in its capacity as Trustee for the **JESSICA (Scotland) Trust** and acting through **Foundation Scotland**, as agent for and on behalf of the **JESSICA (Scotland) Trust**

signature of  
director/secretary/authorised signatory/witness

full name of above (print)

address of witness

Signature of  
Director/secretary/authorised signatory

full name of above (print)

Date of signing

Place of signing

# 19      **Consent to Registration**

The parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows:-

## For **BEER FOR GOOD CIC**

_____ signature of witness	_____ Signature of director
_____ full name of above (print)	_____ full name of above (print)
_____	_____ Date of signing
_____ address of witness	_____ Place of signing

## For **TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED (trading as Tennent's)**

_____ signature of witness	_____ Signature of director
MARTIN CAIRNS full name of above (print)	EWAN ROBERTSON full name of above (print)
_____ address of witness	22 AUGUST 2017 Date of signing
	WELL PARK Place of signing

For **RESILIENT SCOTLAND LIMITED** in its capacity as Trustee for the **JESSICA (Scotland) Trust** and acting through **Foundation Scotland**, as agent for and on behalf of the **JESSICA (Scotland) Trust**

_____ signature of director/secretary/authorised signatory/witness	_____ Signature of Director/secretary/authorised signatory
_____ full name of above (print)	_____ full name of above (print)
_____	_____ Date of signing
_____ address of witness	_____ Place of signing

**19 Consent to Registration**

The parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows:-

**For BEER FOR GOOD CIC**

_____ signature of witness	_____ Signature of director
_____ full name of above (print)	_____ full name of above (print)
_____ 	_____ Date of signing
_____ address of witness	_____ Place of signing

**For TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED (trading as Tennent's)**

_____ signature of witness	_____ Signature of director
_____ full name of above (print)	_____ full name of above (print)
_____ 	_____ Date of signing
_____ address of witness	_____ Place of signing

**For RESILIENT SCOTLAND LIMITED in its capacity as Trustee for the JESSICA (Scotland) Trust and acting through Foundation Scotland, as agent for and on behalf of the JESSICA (Scotland) Trust**

\_\_\_\_\_  
signature of  
director/secretary/authorised signatory/witness

\_\_\_\_\_  
full name of above (print)  
HAMISH MCCORMACK-SMITH

\_\_\_\_\_  
address of witness

\_\_\_\_\_  
Signature of  
Director/secretary/authorised signatory

\_\_\_\_\_  
full name of above (print)  
CHRISTOPHER HOLLOWAY

\_\_\_\_\_  
Date of signing  
22/06/17

\_\_\_\_\_  
Place of signing  
15 CALTON RD, EDINBURGH, EH8 8DL