

MR01

Particulars of a charge



Companies House



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COMPANIES HOUSE

refer to our guidance at:
www.gov.uk/companieshouse

☒ **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.

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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 5 3 2 3 0 6

Company name in full Beer for Good CIC

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 Charge creation date

Charge creation date 0 6 0 9 2 0 1 7

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 WHOLESALE LIMITED
(SC081527)

Name

Name

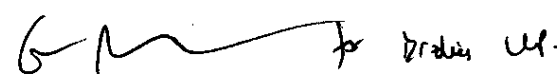
Name

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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4	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.	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".
Brief description	ALL and WHOLE the subjects known as and forming Southside Social (formerly known as Meadow Bar), 42/44 Buccleuch Street, Edinburgh EH8 9LP. For more details please refer to the instrument.	Please limit the description to the available space.
5	Other charge or fixed security	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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.</p> <p><input type="checkbox"/></p>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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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 Alasdair Peterson

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country Scotland

DX ED10 EDINBURGH-1

Telephone 0131 228 3777



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 532306

Charge code: SC53 2306 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 6th September 2017 and created by BEER FOR GOOD CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th September 2017.

Given at Companies House, Edinburgh on 20th September 2017



Companies House



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

THIS STANDARD SECURITY HAS BEEN PREPARED BY BRODIES LLP ON THE INSTRUCTIONS OF
TENNENT CALEDONIAN BREWERIES WHOLESAL LIMITED. WE ACT SOLELY FOR TENNENT
CALEDONIAN BREWERIES WHOLESAL 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.

I CERTIFY THE FOREGOING
REPRODUCTION TO BE A TRUE
AND COMPLETE COPY OF THE
ORIGINAL INSTRUMENT



SOLICITOR/NOTARY PUBLIC
BRODIES LLP
15 ATHOLL CRESCENT
EDINBURGH EH3 8HA

STANDARD SECURITY

by

BEER FOR GOOD CIC

in favour of

TENNENT CALEDONIAN BREWERIES WHOLESAL LIMITED
(trading as Tennent's)

Security Subjects: Southside Social (formerly known as Meadow Bar), 42-44 Buccleuch Street, Edinburgh
EH8 9LP

2017

BRODIES^{LLP}

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: ASSP.FPK.TEN73.247

STANDARD SECURITY

by

BEER FOR GOOD CIC, a company incorporated under the Companies Acts (registered number SC532306) and having its registered office at 5th Floor, 125 Princes Street, Edinburgh EH2 4AD

in favour of

TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED (trading as Tennent's), a company incorporated under the Companies Acts with registered number SC081527 and having its registered office at Crompton Way, North Newmoor Industrial Estate, Irvine, Strathclyde KA11 4HU

1 Definitions

In this Standard Security:

- 1.1 "Debtor" means the said Beer for Good CIC;
- 1.2 "Creditor" means the said Tennent Caledonian Breweries Wholesale Limited (trading as Tennent's) (which expression includes its successors and assignees whomsoever);
- 1.3 "Security Subjects" 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 pic 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 Debtor's whole right, title and interest present and future in and to the said subjects; 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 the Debtor

signature of
director/secretary/authorised signatory/witness

CHRISTOPHER THEWIS

full name of above (print)

- WITNESS -

4 FLEMING SIDE AVENUE, EDINBURGH

EH7 6QT

address of witness

signature of
director/secretary/authorised signatory WITNESS

GEORGE FVIE

full name of above (print)

22/8/17

date of signing

EDINBURGH

place of signing