

134 942 / £13

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009.

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



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

☒ **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 LL MR00

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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 it is 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
scanned and placed on the public record.

WEDNESDAY



S3042FKI

SCT

22/01/2014

#147

COMPANIES HOUSE

1 LLP details

LLP number S 0 3 0 4 4 6 0

LLP name in full BYRES LEISURE LLP

For official use
2

→ **Filing 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 2 0 0 1 2 0 1 4

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
WELLPARK BREWERY, 161 DUKE STREET, GLASGOW, G31 1JD

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.

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

204-206 SARACEN STREET, GLASGOW G22 5EP
TITLE NUMBER GLA60772

5

Fixed charge or fixed security

Does the instrument include a fixed 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 LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

8

Trustee statement ¹

You may tick the box if the LLP 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 LL MR06).

9

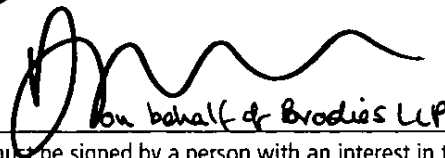
Signature

Please sign the form here.

Signature

Signature

X


on behalf of Brodies LLP

X

This form must be signed by a person with an interest in the charge.

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name JILL ROBBIE

LLP name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country SCOTLAND

DX ED 10, EDINBURGH

Telephone 0131 228 3777



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register.
- ☐ 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 LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs 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 LLPs 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

LLP number: SO304460

Charge code: SO30 4460 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th January 2014 and created by BYRES LEISURE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 22nd January 2014.

Given at Companies House, Edinburgh on 24th January 2014



Companies House



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



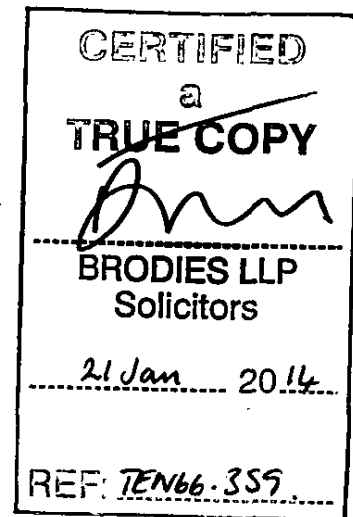
Standard Security

by

Byres Leisure LLP

in favour of

Tennent Caledonian Breweries UK Limited



The Standard Inn, 204-206 Saracen Street, Glasgow, G22 5EP

Ref: JJR.TEN66.359

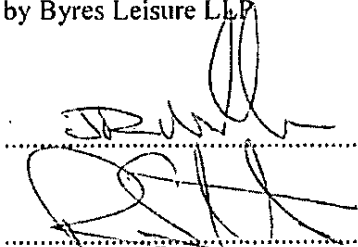
FAS: 0468

NOTICE TO EACH GRANTOR OF THE SECURITY If you are giving this security for the liabilities or obligations of another person you should seek independent legal advice before signing the security

The granter, being BYRES LEISURE LLP, a Limited Liability Partnership (Company No SO304460) and having its registered office at Suite 402, 103 Byres Road, Glasgow, G11 5HW in security of all sums due and which may at any time hereafter become due and obligations and others undertaken to TENNENT CALEDONIAN BREWERIES UK LIMITED, (formerly known as Magners UK Limited conform to Certificate of Incorporation on Change of Name dated Twenty Ninth September Two Thousand and Nine), incorporated under the Companies Acts (Company No SC362352) and having its Registered Office at Wellpark Brewery, One Hundred and Sixty One Duke Street, Glasgow, G31 1JD (hereinafter called "the Company") either solely or jointly with any other person or persons or corporation, company, firm or other body, and whether as principal or surety and whether on demand or under and by virtue of the Instrument(s) specified in Part No. 1 of the Schedule herein contained (hereinafter called "the Schedule") GRANTS a STANDARD SECURITY in favour of the Company over ALL and WHOLE the subjects and others specified in Part No. 2 of the Schedule; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation of the said Standard Conditions as so varied for the time being shall apply; And the granter hereby agrees (PRIMO) that the said Standard Conditions shall be varied to the effect specified in Part No. 3 of the Schedule;

and (SECUNDO) that the said Standard Conditions as varied are deemed to be repeated here brevitatis causa and that any lawful variation of the same made subsequent to the granter's execution hereof shall be binding on the granter; And subject as aforesaid the granter grants warrandice: IN WITNESS WHEREOF these presents together with the Schedule annexed hereto are subscribed as follows:

by Byres Leisure LLP



.....Member
JAMES WILLAR



.....Member/Witness (please delete as applicable)
RODERICK SCOTT

Place of signing PAISLEY

Date of signing 14/8/13

This is the schedule referred to in the foregoing Standard Security by Byres Leisure LLP in favour of Tennent Caledonian Breweries UK Limited dated of even date herewith.

Schedule

Part No. 1

Agreement between (1) the Company of the one part, and (2) the granter hereof of the other part signed by the granter of even date herewith and any subsequent Agreement(s) between the Company and the granter which bear(s) to be secured by this Standard Security.

Part No. 2

ALL and WHOLE the subjects known as The Standard Inn, 204-206 Saracen Street, Glasgow, G22 5EP being the whole subjects registered in the Land Register of Scotland under Title Number GLA60772.

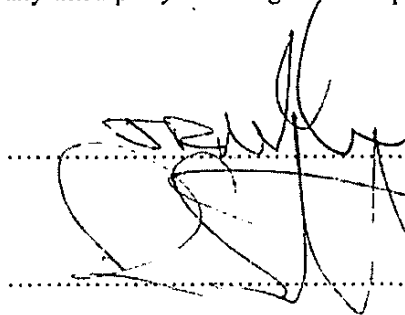
Part No. 3

- (First) The following expression shall so far as the context admits have the following meanings:-
 "Debtor" shall mean the granter of this Standard Security.
 "The Company" includes persons deriving right from them.
- (Second) It shall be an obligation on the Debtor to insure the subjects in the name of the Debtor (and, unless otherwise agreed by the Company, in the name of the Company for their respective rights and interests) to the extent of the reinstatement value thereof or to any other extent approved by the Company against the risk of fire and such other risks as the Company may reasonably require in an insurance office chosen by the Debtor and approved by the Company, such approval not to be unreasonably withheld. In the event of the Debtor failing so to insure the subjects, the Company shall be entitled but not bound to effect such insurance and to recover the costs thereof from the Debtor.
- (Third) The Debtor shall not without the consent in writing of the Company at any time while this Standard Security continues in force
- (i) make any alteration in the use of the subjects
 - (ii) where at the date of this Standard Security or at any time subsequently the Debtor is in occupation of the subjects, part with occupation of them or any part of them or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the subjects or any part thereof

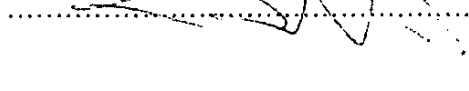
- (iii) apply under any statute for the time being in force for an improvement grant or other grant or payment in respect of the subjects
- (iv) create a subsequent security over the subjects or any part thereof or
- (v) transfer the subjects under burden of this Standard Security.

- (Fourth) If the subjects or any part thereof shall be compulsorily purchased or requisitioned, or be the subject of a notice to treat for the purposes of compulsory acquisition all claims and rights competent or that may become competent to the Debtor to compensation by reason of such acquisition shall be held to be assigned to the Company, with full power to the Company to negotiate, agree and adjust the amount of any such compensation.
- (Fifth) The Company may, at any time after they shall have become entitled to enter into possession of the subjects, serve notice upon the Debtor requiring them to vacate the subjects within a period of seven days and the Debtor shall upon the expiry of the said period vacate the subjects so far as occupied by them or others for whom they are responsible, and the Debtor agrees that a warrant of summary ejection may competently proceed against them in the Sheriff Court of the District in which the subjects are situated at the instance of the Company.
- (Sixth) The security created by this Standard Security shall be a security to the Company for any balance which may remain due to the Company after applying any payments received by the Company from any person (including any trustee in sequestration, receiver, liquidator, administrator, trustee under any trust deed for creditors or trustee or nominee under, or supervisor of, a voluntary arrangement) in respect of any obligation or indebtedness secured by this Standard Security and the Debtor shall not be entitled to require from the Company any assignation of any such obligation or indebtedness or any part thereof or to rank in any sequestration, receivership or liquidation or under any trust deed or voluntary arrangement in respect of any payment made by the Debtor to the Company or to have the benefit of any securities held by the Company until the whole amount secured by this Standard Security has been paid or settled in full.
- (Seventh) The Company may assign this Standard Security to any other company or person.
- (Eighth) In the event of the Company exercising any of the remedies competent to them in terms of standard condition 10 of said Schedule 3 to the said last-mentioned Act and of the Debtor failing to remove from the subjects any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic, or business nature, after being called upon by the Company by notice in writing to remove the same within such period as may be specified in the said notice, the Company shall be entitled and are hereby irrevocably authorised as agents of the Debtor to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects in such manner and upon such terms as the Company may in their sole discretion think fit, subject only to an

obligation to account to the Debtor for any price received by the Company for any of the same. The Company shall not be liable for any loss or damage occasioned to the Debtor by the exercise of the authority hereby conferred on the Company and the Debtor shall be bound to indemnify the Company against all expenses incurred by them in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof.

A large, stylized handwritten signature in dark ink, appearing to read 'J. Millar', is written over a horizontal dotted line.

Member
JAMES MILLAR

A smaller, more compact handwritten signature in dark ink, appearing to read 'R. Scott', is written over a horizontal dotted line.

Member/Witness
RODERICK SCOTT