



Registration of a Charge

Company Name: **JAMES A. CUTHBERTSON, LIMITED**

Company Number: **SC024322**



Received for filing in Electronic Format on the: **02/11/2023**

XCFEWWBS

Details of Charge

Date of creation: **26/10/2023**

Charge code: **SC02 4322 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **THE OWNER, AS A CONTINUING SECURITY FOR THE PAYMENT ON DEMAND OF THE OWNER'S OBLIGATIONS, GIVES TO THE BANK A FLOATING CHARGE OVER ALL ITS PROPERTY, UNDERTAKING, ASSETS (INCLUDING UNCALLED CAPITAL) AND RIGHTS OWNED NOW OR IN THE FUTURE. FOR FURTHER INFORMATION PLEASE SEE THE CHARGING INSTRUMENT.**

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

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CARRIE MCLEAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 24322

Charge code: SC02 4322 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th October 2023 and created by JAMES A. CUTHBERTSON, LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2023 .

Given at Companies House, Edinburgh on 3rd November 2023

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

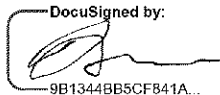


Companies House



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

I, Rebecca D.B Thomson,
certify that this is a
true copy of the
original document on 2
November 2023.

DocuSigned by:

9B1344BB5CF841A...

Floating Charge (Scotland) Company (0621)

THIS DOCUMENT AND THE BANK'S FLOATING CHARGE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: James A. Cuthbertson, Limited **Registered No:** SC024322

Bank: The Royal Bank of Scotland plc

The Bank's Floating Charge Terms dated and registered in the Books of Council and Session on 28th June 2021 form part of this deed and are available to be read and printed online.

To access the Terms go to www.rbs.co.uk/terms and enter **fcs0521**, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
 - 1.2.1 the **Property** charged by Clause 2. References to Property include any part of it.
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Floating Charge

- 2.1 The Owner, as a continuing security for the payment on demand of the Owner's Obligations, gives to the Bank a floating charge over all its property, undertaking, assets (including uncalled capital) and rights owned now or in the future.
- 2.2 Any fixed charge given by the Owner to the Bank will rank in priority to the floating charge.
- 2.3 The floating charge will rank in priority to any fixed charge and any other floating charge granted by the Owner after completion of this deed, unless the Bank agrees otherwise.

3. Appointment of Receiver or Administrator

The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.

4. Restrictions

The Owner will not, without the Bank's consent:

- 4.1 permit or create any fixed security, floating charge or lien on the Property, whether ranking before or after this deed, except in favour of the Bank.
- 4.2 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, any of its Land. References to **Land** are to any interest in heritable, freehold or leasehold land.
- 4.3 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 4.4 dispose, whether by sale, lease, licence, sub-licence, transfer or otherwise, of any other property, assets or rights, other than in the ordinary course of business.

- 4.5 deal with its book and other debts, except by collecting them in the ordinary course of business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 4.6 call on, or accept payment of, any uncalled capital.

5. Consent to Registration

A certificate signed by a Bank official as to the amount of the Owner's Obligations will be binding on the Owner, except if there is an obvious error. The Owner consents to the registration of this deed and the certificate for preservation and execution.

Subscribed by the Owner

)
)
)
)
)

[Redacted Signature]

Director/Secretary

Where only one Director signs, a witness is required

Signed by the Director in the presence of:

Witness' signature

[Redacted Signature]

Witness' name in full

UNA STEWART

Address

[Redacted Address]

Occupation

OFFICE MANAGER

Date

2 0 1 0 2 3

You must date
the document

7189706/MD13

BANK'S COPY

Resolution re Floating Charge

Extract from the Minutes of a Meeting of the Director(s) of James A. Cuthbertson, Limited Registered No: SC024322

"After considering all the circumstances and on being satisfied that it is (1) in the interests of the Company for the purpose of carrying on its business and (2) consistent with the Directors' duties to promote the success of the Company for the benefit of its members as a whole, **it was resolved** that a Floating Charge be granted to The Royal Bank of Scotland plc (in the form produced and incorporating the Bank's standard Floating Charge Terms) over the Company's property, undertaking, assets and rights to secure all the Company's liabilities to the Bank and that the Floating Charge be subscribed by the Company."

I certify that:-

1. the above is a true extract from the Minutes of a Meeting of the Director(s) of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present held on * 26th October 2023 and that a copy of the Floating Charge has been retained by the Company.
2. when the Floating Charge was signed on ** 26th October 2023 the signatory/ies to the Floating Charge held the capacity/ies stated below their respective signature(s).

Signature of Secretary

Date: *** 26th October 2023

* Insert date of Meeting

** Insert date of Signing of Floating Charge

*** Insert date of Signing of Resolution

7189706/MD13

COMPANY'S COPY

Resolution re Floating Charge

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Signature of Secretary

Date: *** 26th October 2023

* Insert date of Meeting

** Insert date of Signing of Floating Charge

*** Insert date of Signing of Resolution

7189706/MD13

Execution Details Form

Name of Company James A. Cuthbertson, Limited

The last page of the deed should be signed by either:

- two Directors or by one Director and the Company Secretary; or
- one Director, whose signature should be duly witnessed.

The following information should be provided:-

Date of execution

26th October 2023

First Signatory (name in full in block capitals)

DENIS LAVERY

Official Position

MANAGING DIRECTOR

*Second Signatory (name in full in block capitals)

Official Position

(* only if two company authorised officials signing)

Please return this completed form with the deed.

Lending Operations.

The Royal Bank of Scotland plc
8th Floor, 1 Hardman Boulevard
Manchester
M3 3AQ

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