Companies House

MR01(ef)

Registration of a Charge

Company name: **A C WHYTE & CO LIMITED**

Company number: **SC054565**

Received for Electronic Filing: **02/11/2020**

X9GZQVRN

Details of Charge

Date of creation: **21/10/2020**

Charge code: **SC05 4565 0024**

Persons entitled: **HANDELSBANKEN PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING FLAT 6, 3 AYR STREET, GLASGOW, G21 4DE, BEING A SECOND FLOOR HOUSE OF THE BLOCK 3 AYR STREET, AFORESAID, AND BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA61503**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RHEA MCKENZIE, MACROBERTS LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 54565

Charge code: SC05 4565 0024

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st October 2020 and created by A C WHYTE & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2020 .

Given at Companies House, Edinburgh on 3rd November 2020

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

SSEC/LTD/1218

STANDARD SECURITY

INSTRUMENT

by

(1) **A C Whyte & Co Limited** (otherwise referred to as A C Whyte and Co Limited), a company incorporated under the Companies Acts with registered number SC054565 and having its registered office formerly at 250 West George Street, Glasgow, G3 4QY, and now at 6 Bowerwalls Place, Crossmill Business Park, Barrhead, Glasgow, G78 1BF ("**the Chargor**")

in favour of

(2) **Handelsbanken plc**, a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London, E1W 1WY ("**the Bank**").

CONSIDERING THAT:

(i) the Bank has agreed 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 Bank this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"**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 of the Chargor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank; and

"**the Security Subjects**" means ALL and WHOLE the subjects known as and forming Flat 6, 3 Ayr Street, Glasgow, G21 4DE, being a second floor house of the block 3 Ayr Street, aforesaid, and being the whole subjects registered in the Land Register of Scotland under Title Number GLA61503;

Together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

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

2 BOND

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

3 CHARGE

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

4 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 we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Bank and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Bank as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Bank) shall be applied at the option of the Bank either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Bank in such manner as the Bank may require.

5 NOTICE OF SUBSEQUENT CHARGE

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Bank may open a new account or accounts in the name of the Chargor and, if or insofar as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Bank shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Bank at the time the notice was received.

6 APPLICATION OF ENFORCEMENT PROCEEDS

6.1 All monies received by the Bank 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 Bank under this Instrument, in the following order:-

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

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

6.2 Nothing contained in this Instrument shall limit the right of the Bank (and the Chargor acknowledges that the Bank is so entitled) if and for so long as the Bank, 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.

6.3 Any amount received under this Instrument by the Bank in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

7 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 Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

8 WARRANDICE AND CONSENT TO REGISTRATION

8.1 The Chargor hereby grants warrandice.

8.2 A certificate signed by any official, manager or equivalent account officer of the Bank 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 consignation. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows:-

SUBSCRIBED for and on behalf of the said
A C Whyte & Co Limited

At BARRHEAD on 14/9/2020

By JENNIFER MCDONALD J McDonald
Print Full Name Director

Before the witness
Print Full Name

Karen Fraser
Witness

KAREN FRASER.
Address

18 BLUEBELL DR.

GLASGOW G77 6FD.

HBUKJ/05082020/15:17:49

Resolution re Standard Security

Extract from the Minutes of a Meeting of the Directors

of **A C Whyte & Co Limited** (the **"Company"**)

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business it was resolved to enter into the standard security in the form now produced (the "**Standard Security**") over the subjects known as and forming Flat 6, 3 Ayr Street, Glasgow G21 4DE being the subjects registered in the Land Register of Scotland under Title Number GLA61503, and to deliver the Standard Security to the Bank.

It was resolved that the Standard Security be executed and delivered as a deed by the Company either acting by a Director in the presence of a witness, or by two Directors."

I hereby certify that the foregoing is a true extract from the Minutes of a Meeting of the Directors at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the date detailed below and that a true copy of the Standard Security has been retained by the Company.

Director JMcDonald

Date of Meeting: 28/8/2020

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