



Registration of a Charge

Company name: **WHYTE AND MACKAY LIMITED**

Company number: **SC014456**



X31PU7QJ

Received for Electronic Filing: **14/02/2014**

Details of Charge

Date of creation: **24/01/2014**

Charge code: **SC01 4456 0089**

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

Brief description:

Contains fixed charge(s).

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: **ALLAN AYTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14456

Charge code: SC01 4456 0089

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th January 2014 and created by WHYTE AND MACKAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2014 .

Given at Companies House, Edinburgh on 14th February 2014



Companies House



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

Charge of Deposit with the Bank (02/10)

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

Owner: Whyte and MacKay Limited **Registered No:** SC014456

Bank: The Royal Bank of Scotland plc

Deposit: the deposit of £57,945 and all amounts in the future credited to **Account** number [REDACTED] at Sort Code [REDACTED] with the Bank.

The Bank's Security Terms dated and registered in the Books of Council and Session on 14 April 2010 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 **sec0210** 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 judgment 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 incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Deposit or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations charges the Deposit to the Bank.

3. Powers of the Bank

- 3.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.
- 3.2 The Bank may serve notice of this deed on any party to perfect the security.

4. Restrictions

The Owner will not without the Bank's consent:

- 4.1 permit or create any mortgage, charge or lien on the Deposit.
- 4.2 dispose of or assign the Deposit.
- 4.3 make any withdrawal from the Deposit. The Bank allowing the Owner to make withdrawals will not waive this restriction in respect of future withdrawals.

5. The Deposit

- 5.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 5.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

6. Law

Scots law applies to this deed.

Subscribed by
the Owner

)
)
)
)

[Redacted signature]

Director

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

JAMES PAUL SMITH

Address

[Redacted address]

Occupation

[Redacted occupation]

Date 2 4 0 1 1 4

You must date
the document