## Registration of a Charge

Company name: MITCHELL AND POLLOCK LIMITED

Company number: SC412301

Received for Electronic Filing: 13/11/2020



# **Details of Charge**

Date of creation: 27/10/2020

Charge code: SC41 2301 0002

Persons entitled: THE ROYAL BANK OF SCOTLAND PLC

Brief description: 10 MAIN STREET, CAMBUSBARRON, STIRLING, FK7 9NW AND 12 MAIN

STREET, CAMBUSBARRON, STIRLING, FK7 9NW

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: RUTHVEN KEENAN POLLOCK & CO



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 412301

Charge code: SC41 2301 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th October 2020 and created by MITCHELL AND POLLOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2020.

Given at Companies House, Edinburgh on 16th 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







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

Owner:	Mitchell and Pollock Limited [Company Number SC412301] and having their Registered Office at 5 Birchlea Drive, Giiffnock, Glasgow, G46 6BP
Bank:	The Royal Bank of Scotland plc, Company Number SC83026, Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ
Property:	ALL and WHOLE the subjects known as and forming the premises at 10 Main Street, Cambusbarron, Stirling, FK7 9NW and 12 Main Street, Cambusbarron, Stirling, FK7 9NW and being the subjects registered in the Land Register of Scotland under Title Number STG34799
Ancillary Rights:	All rights ancillary to ownership of the Property as more fully described in the Terms
Terms:	The Bank's Standard Security Terms dated and registered in the Books of Council and Session on 4 July 2011 form part of this standard security and are available to be read and printed online. To access the Terms go to <a href="https://www.rbs.co.uk/terms">www.rbs.co.uk/terms</a> and enter ss0511 or a copy can be obtained from the Owner's solicitor.
Licences:	All licences and permits in any name required for, or in connection with, the Property and/or the Business]

## 1 Obligations

- 1.1 The Owner undertakes to pay to the Bank or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:
  - 1.1.1 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, monthly on the days selected by the Bank,
  - 1.1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.
- 1.2 A Certificate signed by a Bank official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

#### 2 Charge

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand:

- 2.1 grants a standard security to the Bank over the Property, and
- 2.2 assigns to the Bank the Ancillary Rights not secured by the standard security.

#### 3 **Standard Conditions**

The Owner agrees that the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security.

#### 4 Warrandice

The Owner grants warrandice.

### Owner - Company

#### 5 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution. This standard security is executed as follows:

Address of witness

Signature of

MEDIEM British Full name of above (print)

Date of signing

Place of signing