

13/256671

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



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.

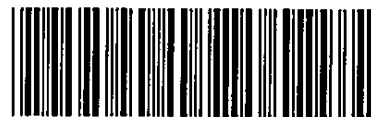
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If 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. It must be scanned and placed on the public record.

THURSDAY



S35J7E40

SCT 10/04/2014 #10
COMPANIES HOUSE

1 Company details

Company number S C 3 6 9 9 1 6

Company name in full Rolling Haggis Limited

For official use

→ **Filling 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 7 0 3 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 East of Scotland Investment Fund Limited

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.

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Particulars of a charge

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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

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 company?

☒ **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**

MR01
Particulars of a charge

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Trustee statement ^①

You may tick the box if the company 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 MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Lynsey McDevitt*

Lynsey McDevitt, Solicitor
West Lothian Council Legal Services
West Lothian Civic Centre
Howden South Road
LIVINGSTON EH54 6FF

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

MR01

Particulars of a charge



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 company's Registered Office address.

Contact name	Lynsey McDevitt
Company name	Legal Services
West Lothian Council	
Address	West Lothian Civic Centre
Howden South Road	
Post town	Livingston
County/Region	West Lothian
Postcode	E H 5 4 6 F F
Country	United Kingdom
DX	552060
Telephone	01506 281622



Certificate

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ 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 companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies 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 companies 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

Company number: 369916

Charge code: SC36 9916 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th March 2014 and created by ROLLING HAGGIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2014.

Given at Companies House, Edinburgh on 15th April 2014



Companies House



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

*Certified a true copy by
hynsey weberntt, solicitor, at
Livingston on 8 April 2014*

hynsey weberntt

THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE LEGAL
CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE
BEFORE SIGNING IT

BOND AND FLOATING CHARGE

by

(1) ROLLING HAGGIS LIMITED

in favour of

(2) EAST OF SCOTLAND INVESTMENT FUND LIMITED

THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE LEGAL CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT

WE, **ROLLING HAGGIS LIMITED** a company incorporated in Scotland (Registered No. SC369916) having our registered office c/o Haggis HQ, 17 Bellevue Street, Edinburgh, Scotland, United Kingdom, EH7 4BX Do Hereby BIND and OBLIGE ourselves to pay upon demand to **EAST OF SCOTLAND INVESTMENT FUND LIMITED** a company incorporated in Scotland (Registered No. SC369981) having its registered office at 3rd Floor, Kingdom House, Kingdom Avenue, Glenrothes, Fife, KY7 5LY (hereinafter called "**ESIF** ") or the assignees or successors thereof all sums of money which now are or which may at any time or from time to time be or become due to ESIF by us and/or for which we now are or may at any time or from time to time be or become liable or responsible to ESIF, whether alone or jointly with any other person or persons, and whether as principal debtors or guarantors or sureties, including in particular but without prejudice to the foregoing generality sums of principal, interest, charges, costs and expenses whether on or in connection with or arising out of any loan or guarantee or otherwise howsoever; AND IT IS HEREBY PROVIDED AND DECLARED:-

FIRST That a Certificate signed by the Company Secretary or other duly authorised official of ESIF shall be sufficient (save in the case of fraud or manifest error) to fix and ascertain the whole sums, principal, interest and others, which shall be due by us and/or for which we shall be liable to ESIF as aforesaid and to constitute a balance and charge against us 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 consignment.

SECOND That nothing herein contained shall prejudice or affect any other securities which ESIF already hold or may hereafter hold for any sum or sums due or which may after the date hereof become due by us to ESIF over any other property belonging to us, it being always in the power of ESIF to allow all or any part of such securities or the property to which they relate to be disposed of, sold or abandoned without applying the same or the proceeds thereof towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such securities had ever existed.

THIRD

That ESIF without prejudice to their right under these presents and at its discretion, may grant to us or to any other persons or person liable with or for us any time or other indulgence and may compound with us or them, accede to Trust Deeds and draw dividends, and that all without notice to us or to any other person concerned.

FOURTH

That Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Bond and Floating Charge which is accordingly a qualifying floating charge. That ESIF shall be entitled to appoint an administrator under the Insolvency Act, 1986 (as amended) on the occurrence of any one or more of the following events:-

1. At any time after the making by ESIF of a demand in writing for payment of the whole sum or sums secured hereby or intended to be secured hereby, without payment having been made;
2. Failure on our part to adhere to or implement or our being in breach of any or all of the terms and conditions imposed on us in terms hereof;
3. Failure on our part or on the part of any other party or parties thereto (always excluding, however, ESIF) to adhere to or implement, or breach on the part of us or such other party or parties or, any or all of the terms and conditions imposed on us or such other party or parties in terms of any agreement (including any conditions imported by reference into any such agreement) entered into between ESIF and us relative to financial accommodation made available by ESIF including for the avoidance of doubt, the Loan Agreement referred to in the Schedule;
4. The events specified in paragraph (a), (b), (c) and (d) of Sub-section (1) of Section 52 of the Insolvency Act, 1986;
5. the filing of a document with the court for the appointment of an administrator and the giving of notice of intention to appoint an administrator by the Company or its directors or by a qualifying chargeholder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 as amended).

FIFTH

That ESIF may in like manner appoint any person or persons to be an administrator in place of any administrator removed by the Court or otherwise ceasing to act and every administrator appointed by ESIF shall be our agent and we shall be solely responsible for his acts or defaults and for his remuneration.

SIXTH

That any administrator so appointed by ESIF shall have the powers conferred on administrators by the Insolvency Act, 1986 (as amended) and in addition and without prejudice thereto shall have power (one) to make any arrangement or compromise which he may think expedient and (two) to make calls conditionally or unconditionally on our members in respect of our uncalled capital with the same powers as are by our Articles of Association conferred on our Directors in respect of calls and to the exclusion of our Directors' powers in that behalf,

AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT in favour of ESIF or the assignees or successors thereof a FLOATING CHARGE over the whole of the property which is or may be from time to time while this security is in force comprised in our property and undertaking but so that we are hereby and shall be prohibited from creating subsequent to our execution hereof any fixed security within the meaning of Sub-section (1) of Section 70 of the Insolvency Act, 1986 or any Statutory amendment or re-enactment thereof for the time being in force having priority over or ranking equally with the Floating Charge hereby created save (1) as may otherwise be previously agreed in writing by ESIF and (2) in favour of ESIF; AND WE UNDERTAKE to procure that while this security is in force,

- (A) when required by ESIF such specific or fixed security or charge over the whole or any of the property of us or our subsidiary companies as shall be required by ESIF shall be granted in favour of ESIF or as ESIF shall direct, so far as we may competently do so without breaching any other obligations binding upon us as at the date of execution hereof;
- (B) without prejudice to the foregoing prohibition against creating subsequent to our execution hereof any fixed security having priority over or ranking equally with the Floating Charge hereby created (save as aforesaid), unless with the written consent of ESIF we shall not create or allow to come into being any security or charge upon any part of the property (including heritable, real and leasehold property wherever situated) assets, undertaking or uncalled capital of us or any of our subsidiary companies and no debentures, debenture stock or loan capital shall be created or issued and generally no monies shall be borrowed or raised or the payment thereof secured in any manner of way by us or any of our subsidiary companies;
- (C) (i) the whole property and corporeal assets belonging to us and our subsidiary companies shall be insured and kept insured for their full replacement value against loss by fire and such other risks as ESIF may require, the relative Policy or Policies being endorsed or noted with reference

to the interest of ESIF as ESIF may require, and we shall produce to ESIF if so required, within fifteen days after their becoming due and payable receipts for any current premiums, failing which ESIF may at our expense effect or renew any such insurances as ESIF shall deem fit, and

(ii) all monies which may at any time be received or receivable under any such insurance or insurances or any other insurance covering any of the property and corporeal assets of us or our subsidiary companies against such risks as aforesaid shall be applied in replacing, restoring or reinstating the property or assets destroyed or damaged unless ESIF shall otherwise consent in writing;

- (D) except with the written consent of ESIF no part of the heritable, real or leasehold property of us or any of our subsidiary companies shall be sold or otherwise disposed of and no lease or sub-lease shall be granted of any of the heritable, real or leasehold property of us or any of our subsidiary companies, and no other property or asset of us or any of our subsidiary companies shall be sold or otherwise disposed of unless in the ordinary course of our business or the business of any of our subsidiary companies;
- (E) no uncalled capital shall be called up by us or received in advance of calls without the written consent of ESIF and every amount received by us in respect of uncalled capital shall be paid by us to ESIF and may be applied by ESIF in or towards satisfaction of monies hereby secured or intended to be secured;
- (F) neither we nor any other subsidiary company shall make any alteration whatsoever in the type or nature of business being presently carried on by us or them respectively, and that notwithstanding that such alteration is in conformity with the powers of us or any of our subsidiary companies in terms of the respective Memoranda and Articles of Association of us or them;
- (G) any fixed security granted or to be granted by us in favour of ESIF shall rank in priority to the Floating Charge hereby created notwithstanding the date or dates of registration; and
- (H) except with the written consent of ESIF no petition in application for an administration order in relation to us in terms of Part II of the Insolvency Act 1986 (as amended) shall be presented to court with our agreement or at our instance.

AND we bind and oblige ourselves for the whole expenses of creating and enforcing this security and also for the expenses of any assignation or discharge; And subject as aforesaid we warrant these presents at all hands and against all persons; And we consent to the registration hereof and of any of the foresaid Certificate for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:

By the below directors for Rolling Haggis Limited on the following date at the following place:


Director's signature

JAMES CLAYTON-JONES
Full name of director

27.3.2014
Date of signing

9-16 CHAMBERS STREET
EDINBURGH, EH1 1HT
Place of signing


Director's signature

COLIN ANDREW McNEILL
Full name of director

27-03-2014
Date of signing

9-16 CHAMBERS STREET EH1 1HT
Place of signing