

# MG01s

## Particulars of a charge created by a company registered in Scotland

13/043366

IRIS Laserform

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



**What this form is for**

You may use this form to register  
particulars of a charge created by a  
Scottish company.



**What this form is NOT for**

You cannot use this form to register  
particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland. If  
this, please use form MG01.

WEDNESDAY



SCT 21/11/2012 #106  
COMPANIES HOUSE

1

### Company details

Company number

S C 2 7 5 9 7 4

Company name in full

Cake Stuff Ltd (the "Company")

For official use

4

→ Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d4 m1 m1 y2 y0 y1 y2

3

### Description

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Standard Security (the "Standard Security")

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### Amount secured

Amount secured

Please give us details of the amount secured by the charge.

The Company's Obligations.

Please see continuation page for details and  
definitions.

#### Continuation page

Please use a continuation page if  
you need to enter more details.

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## 5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

### Continuation page

Please use a continuation page if you need to enter more details.

Name Lloyds TSB Bank plc (the "Bank")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

### Continuation page

Please use a continuation page if you need to enter more details.

Short particulars ALL and WHOLE the subjects known as and forming Unit 5, Milton Industrial Estate, Teiglum Road, Lesmahagow ML110JN being the subjects registered in the Land Register of Scotland under Title Number LAN199432.

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**Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>1</sup>**

N/A.

- <sup>1</sup>** In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

**Continuation page**

Please use a continuation page if you need to enter more details.

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## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

None.

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## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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## Signature ②

Please sign the form here.

Signature

Signature

X

For and on behalf of Maclay Murray & Spens LLP

X

### ② Signature

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

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## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name CAZF/CPD/LLO/0063/00475

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX ED137

Telephone 0131 228 7000



## 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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



## 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 charge.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG01s - continuation page

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### Amount secured

Please give us details of the amount secured by the charge.

Amount secured

"Company's Obligations" means all sums and obligations currently due and all sums and obligations which will or may become due or may be accruing due by the Company and/or for which the Company is or may become liable or responsible to the Bank in any way or in any circumstances, whether alone or jointly with any other person or persons and whether as principal debtor, cautioner, guarantor, indemnifier or surety or otherwise, including:

(i) all and any sums representing principal, interest, first payment, instalment, deferred payment, initial advance, rental, insurance premiums, license fees, discount, commission, charges, damages, costs, liabilities, fees and expenses whether on or in connection with or arising out of any current or other account, order, draft, bill, promissory note, letter of credit, hire purchase agreement, conditional sale agreement, credit sale agreement, lease or hire agreement, guarantee or other form of financial accommodation (whether granted by the Bank on behalf of the Company or by the Company to the Bank) or arising out of this Bond and Floating Charge;

(ii) any damages or any other payment arising out of any breach, repudiation or other termination of any agreement between the Company (or some other person for whose obligations the Company is responsible) and the Bank or any decree or judgment for any such damages or payments;

(iii) the full amount no matter how incurred of any costs, liabilities, fees and expenses paid, incurred or charged by the Bank in connection with preparing and/or registering this document or in perfecting or enforcing or dealing with any matter relating to this Bond and Floating Charge or in obtaining payment or performance of all sums and obligations secured or intended to be secured by this Bond and Floating Charge;

(iv) interest at the Default Rate on any amount which the Company fails to pay to the Bank on the due date in terms of this Bond and Floating Charge and on any loss, costs, liability, fee or expense incurred by the Bank or by or through any Receiver, attorney, agent or delegate (including, without limitation, the remuneration of any of them) for any of the purposes referred to in this Bond and Floating Charge, payable for the period from the date the amount is demanded or, in the case of any loss, costs, liability, fee or expense incurred by the Bank or others as set out above, if earlier, from the date the same is incurred until full discharge, and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (in the case of interest charged by reference to the Bank's base rate) on the Bank's usual charging dates in each year and (in the case of interest charged by reference to the cost of funding in the London Interbank Market or other market) at the end of each period as is selected by the Bank pursuant to Sub-Clause (i) of the Default Rate definition below or at three monthly intervals whichever is the shorter; and

"Default Rate" means a rate of interest accruing on a daily basis:

(i) in the case of an amount denominated in Sterling, at the rate of two percentage points above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; or

(ii) at the highest rate payable from time to time by the Company to the Bank (whichever is the higher).



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

**COMPANY NO. 275974**

**CHARGE NO. 4**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY CAKE  
STUFF LTD.**

**ON 14 NOVEMBER 2012**

**FOR SECURING ALL SUMS DUE OR TO BECOME DUE**

**IN FAVOUR OF LLOYDS TSB BANK PLC**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 21 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 21 NOVEMBER  
2012**



**Companies House**



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