

MR01

Particulars of a charge

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laserform



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A fee is payable with this form  
Please see 'How to pay' on the last page

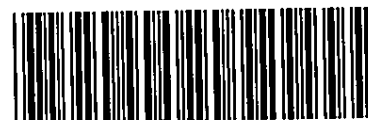
✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration with  
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. **Do not send the original.**



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A23

21/10/2016

#85

COMPANIES HOUSE

FRIDAY

**1** Company details

Company number 0 4 1 3 6 1 2 4

Company name in full ACTIVE ARK LIMITED

8 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 d1 d0 m1 m0 y2 y0 y1 y6

**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 HSBC BANK PLC (14259)

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

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The subjects known as 28 Weensland Road, Hawick TD9 9NP registered in the Land Register of Scotland under Title Number ROX2706

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Daniel Levin for Shepherd & Wedderburn LLP X  
Agent for HSBC Bank Plc

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

MR01

Particulars of a charge



**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. The contact information you give will be visible to searchers of the public record.

Contact name David Lewis

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



**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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4136124

Charge code: 0413 6124 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2016 and created by ACTIVE ARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2016.

*Dx*

Given at Companies House, Cardiff on 28th October 2016



**Companies House**



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

# STANDARD SECURITY

by

**Active Ark Limited**

in favour of

**HSBC Bank plc**

**Property: 28 Weensland Road, Hawick, Roxburghshire TD9 9NP**

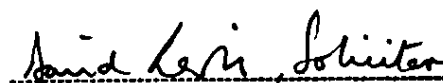
## **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY**

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC Bank plc Scottish Commercial Security Conditions (2013 edition)

- HSBC Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC Bank plc as set out in this Standard Security. What this means is that both present and future indebtedness, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Standard Security and the Scottish Commercial Security Conditions contain other terms which affect you.

**This Standard Security is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.**

**CERTIFIED A TRUE COPY**



**FOR AND ON BEHALF OF  
SHEPHERD AND WEDDERBURN LLP**

19/10/2016 DATE

## STANDARD SECURITY

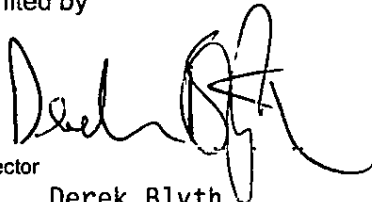
In this Standard Security the words listed below have the following meanings

<b>Bank.</b>	<b>HSBC BANK plc</b> , incorporated under the Companies Acts (Company Number 14259) and having its Registered Office at 8 Canada Square, London E14 5HQ and its successors and assignees
<b>Proprietor</b>	<b>ACTIVE ARK LIMITED</b> , incorporated under the Companies Acts (Company Number 04136124) and having its Registered Office at Birbeck House, Duke Street, Penrith, Cumbria CA11 7NA
<b>Debt</b>	<p>All money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Proprietor to the Bank This includes, but is not limited to</p> <ul style="list-style-type: none"><li>(a) overdrafts, personal and other loans or facilities and further advances of money,</li><li>(b) guarantees and indemnities to the Bank and any of the Proprietor's other contingent liabilities,</li><li>(c) discount, commission and other lawful charges and expenses,</li><li>(d) interest in accordance with any agreement between the Proprietor and the Bank and, if there is no agreement, interest on any money and liabilities due from the Proprietor at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,</li><li>(e) money agreed to be paid under paragraph 14 of the Scottish Commercial Security Conditions</li></ul>
<b>Property</b>	28 Weensland Road, Hawick, Roxburghshire TD9 9NP as more fully described in Part 1 of the Schedule
<b>Schedule</b>	The Schedule (in three parts) annexed to this Standard Security
<b>Scottish Commercial Security Conditions</b>	The Scottish Commercial Security Conditions (2013 edition) by the Bank dated 7 January 2014 and registered in the Books of Council and Session on 10 January 2014 and any variation or extension of those Conditions Words defined in the Scottish Commercial Security Conditions have the same meaning in this Standard Security

- 1 The Proprietor undertakes to pay and discharge the Debt to the Bank
- 2 The Proprietor undertakes to comply fully with the Scottish Commercial Security Conditions, the terms of which are incorporated into this Standard Security The Proprietor acknowledges having received a copy of the Scottish Commercial Security Conditions
- 3 The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Bank over the Property
- 4 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Commercial Security Conditions, and any lawful variation thereof operative for the time being, shall apply
- 5 The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule
- 6 The Proprietor grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule

- 7 A certificate signed by any manager or officer of the Bank as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Proprietor
- 8 The Proprietor consents to the registration of this Standard Security and of any certificate referred to above for execution

IN WITNESS WHEREOF these presents consisting of this and the preceding page and the Schedule annexed are executed by the Proprietor as follows they are subscribed for and on behalf of Active Ark Limited by

  
 Director  
 Derek Blyth

  
~~Director/Company Secretary~~ ~~Witness~~  
 Susie Caroline Blyth

Full Name  
 28.09.16

Full Name

Date of Signing  
 Lockerbie

Address

Place of Signing

**Please remember to sign the Schedule**

**This is the Schedule referred to in the foregoing Standard Security by Active Ark Limited in  
favour of HSBC Bank plc**

**PART 1**

**Description of the Property secured in favour of the Bank**

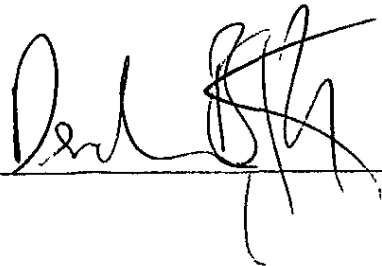
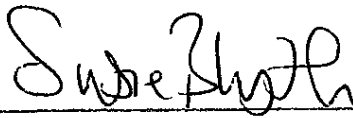
ALL and WHOLE the subjects known as 28 Weensland Road, Hawick TD9 9NP being the subjects  
registered in the Land Register of Scotland under Title Number ROX2706

**PART 2**

[Insert details of any outstanding standard securities and any ranking agreements]

**PART 3**

[Insert details of any leases to which the Property is subject]

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