

# MR01

## Particulars of a charge



Companies House

13/01/1627

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

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

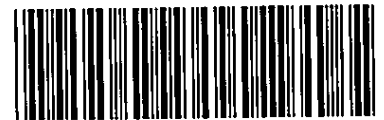
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://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. This  
must be scanned and placed on the public record. Do not send the original.

FRIDAY



SCT 23/01/2015 #166  
COMPANIES HOUSE

### 1 Company details

Company number S C 1 0 9 3 6 9

Company name in full Advanceforce Limited

For official use

→ Filing 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 3 0 1 2 0 1 5

### 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 Okalbox 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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**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

34 Alder Grove, Dunfermline

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).

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**Signature**

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in 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. The contact information you give will be visible to searchers of the public record.

Contact name **G W Bruce**

Company name **Okalbox Ltd**

Address **16 Newlands**

Post town **Kirknewton**

County/Region **West Lothian**

Postcode **E H 2 7 8 L R**

Country **Scotland**

DX

Telephone **01506 881341**



**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](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)**



**FILE COPY**

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

Company number: 109369

Charge code: SC10 9369 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd January 2015 and created by ADVANCEFORCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2015.

Given at Companies House, Edinburgh on 28th January 2015



**Companies House**




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

Standard Security  
Base - Company

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY THE BORROWER. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

**Definitions**

|                            |   |
|----------------------------|---|
| <b>Borrower:</b>           | <b>Advanceforce Limited</b> , Company Number SC109369, incorporated under the Companies Acts and having its registered office at 104 Lady Campbells Court, Dunfermline  |
| <b>Certificate:</b>        | A certificate made out from the books of the Lender and signed by an auditor or other independent accountancy advisor of the Lender   |
| <b>Charged Assets:</b>     | The Property and the Goodwill   |
| <b>Consent:</b>            | The prior written consent of the Lender which consent, if granted, may be so granted subject to such conditions as the Lender may see fit to impose   |
| <b>Goodwill:</b>           | The present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Borrower upon all or any part of, or in connection with, the Property  |
| <b>Indebtedness:</b>       | All sums of principal, Interest which are now and which may at any time or in any currency become due to the Lender by the Borrower whether alone or jointly with another person and whether as principal or cautioner in terms of the Loan Agreement and/or any other Loan Agreement |
| <b>Insurance Proceeds:</b> | All rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security                       |
| <b>Interest:</b>           | Interest at the rate charged to the Borrower by the Lender as provided in the Loan Agreement  |
| <b>Lender:</b>             | <b>Okalbox Limited</b> , Company Number SC76774, a company incorporated under the Companies acts and having its registered office at 16 Newlands, Kirknewton.   |

Confidentiality WP  
  
23/1/15. HBNP

|                             |  |
|-----------------------------|--|
| <b>Loan Agreement</b>       | The Minute of Agreement between the Lender and the Borrower dated 9 <sup>th</sup> and 27 <sup>th</sup> October, 2014   |
| <b>Moveables:</b>           | Furniture, goods, equipment or other moveable property   |
| <b>Property:</b>            | ALL and WHOLE the property known as 34 Alder Grove, Dunfermline registered in the Land Register of Scotland under Title Number FFE43674  |
| <b>Standard Conditions:</b> | The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being |
| <b>Standard Security:</b>   | This standard security   |

## 1 Interpretation

In the Standard Security

- 1.1 references to a numbered Clause without further amplification are references to the Clause so numbered,
- 1.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 1.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,
- 1.4 the expression "Lender" includes its successors and assignees, and
- 1.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.

## 2 Borrower's Undertaking

The Borrower undertakes except as otherwise agreed in writing to pay to the Lender on demand the Indebtedness.

## 3 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness, the Borrower grants a standard security in favour of the Lender over the Charged Assets.

## 4 Application of Standard Conditions

The Standard Conditions shall apply as varied in accordance with Clause 5.

## 5 Variation of Standard Conditions

The Standard Conditions shall be varied as follows:

### 5.1 Insurance Cover

*Handwritten signature and date:*  
23/1/15

The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

**5.2 Endorsement of Insurance Policy**

All policies of insurance affording cover in respect of the Property shall no demand from the Lender be disclosed to the Lender by the Borrower in order that they may be written or endorsed for the interest of the Lender and the Borrower as the Lender may reasonably require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

**5.3 Assignment of Insurance Proceeds**

The Borrower assigns its whole right, title and interest in and to the Insurance Proceeds to the Lender.

**5.4 Application of Insurance Proceeds**

All monies becoming payable under the policies of insurance referred to in Clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Lender so requires, in or towards the discharge of the Indebtedness.

**5.5 Restrictions on Dealings with the Property**

The Borrower shall not create or agree to create a subsequent security over the Charged Assets or any part of them or convey or otherwise transfer the Charged Assets or any part of them, without obtaining Consent.

**5.6 Moveables**

If the Lender shall enter into possession of the Property the Lender shall be entitled at the expense and risk of the Borrower to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Lender entering into possession; the Lender shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Lender shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Lender in connection with the sale.

**5.7 Standard Conditions to be disapplied**

Standard Conditions 1(b), 1(c), 2, 4 and 6 shall not apply.

**6 Declarations**


**6.1 Breach of Obligations**

If there shall be any breach of the obligations contained or referred to in the Standard Security the Lender shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Borrower, to withhold further lending facilities from the Borrower.

**6.2 Certificate**

The sums due by the Borrower to the Lender shall be conclusively ascertained by a Certificate, save in the case of manifest error.

**6.3 Arrangements with Others**

*Confirmed by us*  
  
23/1/15

The Lender may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Borrower to the Lender under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

7      **Warrandice**

The Borrower grants warrandice but excepting therefrom all existing lets, leases and other rights of occupation in respect of the Property.

8      **Registration**

The Borrower consents to registration of the Standard Security and each and every Certificate for execution.

9      **Testing Clause**

This document is executed as follows:

SUBSCRIBED for and on behalf of  
ADVANCEFORCE LIMITED  
at DUNFERMLINE  
on the TWENTYSEVENTH      day of October 2014  
by

DAVID GEORGE ADAMSON      Director  
Full Name

Julie Adamson      ~~Director~~/Company Secretary  
Full Name

CAH . the 47  
GJB  
23/1/15