

MR01

Particulars of a charge

732605/13

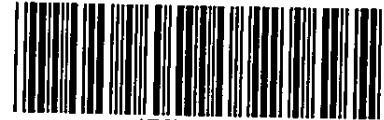
Oyez

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 the
instrument Use form MR08



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

RCS 05/11/2014 #99
COMPANIES HOUSE
R3K0R780
A34 30/10/2014 #322
COMPANIES HOUSE
A3JLR4LN

1 Company details

Company number 0844287

Company name in full TICKLEBACK ENTERPRISES LIMITED

5 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 28/10/2014

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 MSP CAPITAL 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

MR01

Particulars of a 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

567 Blandford Road, Upton,

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

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)

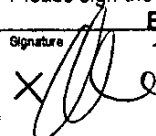
9

Signature

Please sign the form here

Signature




Signature





 **Ellis Jones Solicitors**
12A/14A Haven Road
Canford Cliffs
Poole, BH13 7LP

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	James Kidner
Company name	Ellis Jones Solicitors LLP
Address	
14a Haven Road	
Canford Cliffs	
Post town	
Poole	
County/Region	
Dorset	
Postcode	B H 1 3 7 L P
Country	
DX DX 85300 Canford Cliffs	
Telephone	
01202-709898	
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included a certified copy of the instrument with this form <input type="checkbox"/> You have entered the date on which the charge was created <input type="checkbox"/> You have shown the names of persons entitled to the charge <input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8 <input type="checkbox"/> You have given a description in Section 4, if appropriate <input type="checkbox"/> You have signed the form <input type="checkbox"/> You have enclosed the correct fee <input type="checkbox"/> 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	

PROFORMA

Company Number 08444287
Company Name TICKLEBACK ENTERPRISES LIMITED
Contact Name/ Organisation JAMES KIDNER / ELLIS JONES SOLICITORS LLP
Address 14A HAVEN ROAD, CANFORD CLIFFS, POOLE, DORSET BH13 7LP
DX 85300 CANFORD CLIFFS

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

• **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Box 6 – Floating Charge

The instrument is not expressed to contain a floating charge. - The box is ticked 'No'. This is correct.

Is the floating charge expressed to cover all the property and undertaking of the company? – This box should not be ticked.



FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8444287

Charge code: 0844 4287 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2014 and created by TICKLEBACK ENTERPRISES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2014

Given at Companies House, Cardiff on 5th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Legal charge of a
registered estate

Land Registry

CH1

This form should be accompanied by Form AP1 or Form FR1. If you need more room than is provided for in a panel use continuation sheet CS and attach to this form.

1. Title number(s) of the Property <i>Leave blank if not yet registered</i>	
DT35571	WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
2. Property	
567 Blandford Road, Upton	ELLIS JONES SOLICITORS CANFORD CLIFFS, POOLE, BH13 7LP
3. Date	
28 th October 2014	
4. Lender <i>Give full name(s) and company's registered number, if any</i>	
MSP CAPITAL LIMITED (Company Number 01543169)	
5. Borrower for entry on the register <i>Give full name(s) and company's registered number, if any For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any For foreign companies give territory in which incorporated</i>	
TICKLEBACK ENTERPRISES LIMITED (Company Number 08444287)	
6. The Borrower with full title guarantee charges the Property by way of legal mortgage as security for the payment of the sums detailed in panel 8	
7. Place 'X' in the appropriate box(es)	
<input type="checkbox"/> The Lender is under an obligation to make further advances and applies for the obligation to be entered in the register	
<input checked="" type="checkbox"/> The Borrower and the Lender apply to enter the following restriction in the proprietorship register of the registered estate <i>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 28th October 2014 in favour of MSP Capital Limited referred to in the charges register, or, if appropriate, signed on such proprietor's behalf, by its secretary or its conveyancer</i>	
8. Additional Provisions	

1000 1000 1000 1000 1000

210 1000 1000 1000 1000

8.1 Borrower's Obligations

The Borrower will pay to the Lender on demand all of the Borrowers obligations
The Borrower's Obligations are all the Borrower's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:-

- 8.1 1 interest at the rate charged by the Lender, calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or in the absence of agreement, monthly on the days selected by the Lender.
- 8 1 2 any expenses, fees, costs, charges and liabilities paid and incurred by the Lender (on a full indemnity basis and with interest from the date of payment) whether incurred directly or indirectly in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal fees, other professional fees, disbursements and VAT thereon)
- 8.1 3 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

8.2 Charge

The Borrower, as a continuing security for its obligations and with full title guarantee -

- 8.2 1 charges to the Lender all legal interest in the Property, by way of legal mortgage
- 8 2 2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future
 - 8 2 2 1 any other interest in the Property,
 - 8.2 2.2 all rents receivable from any lease granted in respect of the Property;
 - 8.2.2 3 all the goodwill of the Borrower's business carried on at the Property, (if any)
 - 8.2 2 4 all fixtures and fittings not forming part of the Property,
 - 8.2.2.5 all plant and machinery at the Property, including any associated warranties and maintenance contracts,
 - 8.2.2.6 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business; and
 - 8 2.2.7 the proceeds of any insurance affecting the Property.

8.3 Restrictions relating the Property (or any part of it)

The Borrower will not, without the Lender's written consent.-

- 8 3 1 permit or create any mortgage, charge or lien on (or over) the Property
- 8.3.2 dispose of the Property.
- 8 3.3 grant, or accept a surrender of, any lease or licence in respect of the Property or consent to a tenant assigning or subletting the Property.
- 8 3 4 part with or share possession or occupation of the Property.

8. 4 Land Registry

- 8.4.1 The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 7 of this Charge
- 8 4 2 The Lender may also register any proprietary arrangements at the Land Registry which will then be publicly available

8. 5 Property Undertakings

The Borrower will -

- 8.5 1 permit the Lender at any time to inspect the Property
- 8 5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, full value terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense
- 8 5 3 hold on trust for the Lender all proceeds of any insurance of the Property At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations.
- 8 5 4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property
- 8 5 5 keep the Property in good condition
- 8 5.6 not, without the Lender's written consent, undertake any demolition or carry out any development at or make any alterations of whatsoever nature to the Property

8. 6 Possession and Exercise of Powers

- 8.6 1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Borrower will continue in possession of the Property until the Lender takes possession.

- 8.6.2 If the Lender makes a demand, the Lender may then take possession of the Property and exercise any of its other powers.
- 8.6.3 Any purchaser or third party dealing with the Lender or receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- 8.6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender.

8.7 Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

8.8 Powers of the Lender and of the Receivers

8.8.1 The Lender or any receiver may

- 8.8.1.1 carry on the Borrower's business that is conducted at the Property. (if any)
- 8.8.1.2 enter, take possession of, and /or generally manage the Property
- 8.8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property
- 8.8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power
- 8.8.1.5 sell, lease, grant individual leases if and when appropriate, surrender or accept surrenders of leases, charge or deal with the Property all without restriction, including disposing of any fixtures separately
- 8.8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower.
- 8.8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise
- 8.8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- 8.8.1.9 employ advisers, consultants, managers, agents, workmen and others.
- 8.8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 8.8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers

8.8.2 Joint receivers may exercise their powers jointly or separately

- 8 8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 8 8.4 The Lender may exercise any of its powers even if a receiver has been appointed
- 8 8.5 The receiver may dispose of any of the Borrower's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Borrower.
- 8 8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 8 8.7 Any credit balance with the Lender will not be repayable or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction
- 8 8.8 Section 103 of the Law of Property Act 1925 shall not apply and the Lender (or any receiver) may exercise its power of sale and other powers under that or any other Act or this deed at anytime after the date of this deed

8.9 Application of Payments

- 8 9.1 The Lender may apply any payments received from or on behalf of the Borrower to reduce any of the Borrower's Obligations, as the Lender may decide.
- 8 9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender after the date of that notice will be applied first to repay any of the Borrower's Obligations arising after that date.

8.10 Preservation of other Security and Rights and Further Assurance

- 8 10.1 This deed is in addition to any other security for the Borrower's Obligations held by the Lender now or at anytime in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights
- 8.10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed

8. 11 Power of Attorney

To give effect to this deed and to secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender and separately any receiver, to be the Attorney of the Borrower (with full power of substitution and delegation), in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

8. 12 More than One Borrower

Where the Borrower is more than one entity the Borrower's Obligations include their joint and several liabilities. References to Borrower are to them together or separately

8. 13 Consents, Notices and Demands

8.13.1 All consents, notices and demands must be in writing

8.13.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact address last provided by the Borrower to the Lender

8.13.3 A notice or demand signed by an authorised signatory or representative of the Lender will be effective at the time of personal delivery, on the second business day after posting; or if sent by fax, at the time of sending if sent before 6.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday

8.13.4 A notice from the Borrower to the Lender will be effective on receipt

8. 14 Transfers and Assignment

The Lender may assign the benefits of this deed to any third party or allow any person or entity to take over any of its rights and duties under this deed

The Borrower hereby authorises the Lender to give any such third party, person or entity (or its /their agents) whatever financial or other information they may require about the Borrower

References to the Lender in this deed specifically include its successors and assignees

8. 15 Law

8.15.1 This deed is governed by English law and the English courts have exclusive jurisdiction

8 15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction

**THIS IS AN IMPORTANT DEED.
YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING**


SIGNED as a DEED on behalf of
TICKLEBACK ENTERPRISES LIMITED
acting by a Director

in the presence of -

Witness Signature

Witness Print Name

Witness Print Address


**JAMES KIDNER
SOLICITOR
ELLIS JONES SOLICITORS
12A/14A HAVEN ROAD
CANFORD CLIFFS
POOLE
BH13 7LP**