

MR01

Particulars of a charge



000218/13

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

You can use the WebFiling service
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
an instrument. Use form MR08

TUESDAY
THURSDAY



RCS 09/12/2014 #18
COMPANIES HOUSE
R3MDR0UH
A3L106VT
A33 20/11/2014 #124
COMPANIES HOUSE

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 will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 8 7 6 1 6 3 6

Company name in full TIOSK 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 01 08 2011 20 11 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 PHARMAC LIMITED Company Number 04077548

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

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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

All property, undertaking and assets of the Company

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

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Core Law*

X

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

Simon Judd

Company name

Core Law Group LLP

Address

4-6 Dudley Road

Post town

Tunbridge Wells

County/Region

Kent

Postcode

T N 1 1 L F

Country

ENGLAND

DX

3937 Tunbridge Wells

Telephone

01892 511102



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

PROFORMA

Company Number 08761636
Company Name TIOSK LIMITED
Contact Name/ Organisation c/o Tax Assist Accountants
Address 2a Cope Road, Banbury, Oxfordshire
OX16 2EH

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

DESCRIPTION OF PROPERTY - NONE IE BLANK

FIXED CHARGE TICK BOX - TICK YES



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8761636

Charge code: 0876 1636 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2014 and created by TIOSK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2014.

Dx

Given at Companies House, Cardiff on 9th December 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 18 NOVEMBER **2014**

1. **PHARMAC LIMITED**

2. **TIOSK LIMITED**

DEED OF DEBENTURE

We hereby certify
this to be a true copy
of the original

Core Law Group LLP
19.11.14

Core Law Group LLP
4 – 6 Dudley Road
Tunbridge Wells
Kent TN1 1LF
(Ref: SJJ/ Pharmac)

- (1) **TIOSK LIMITED**, Company No 08761636, c/o Tax Assist Accountants, 2a Cope Road, Banbury, Oxfordshire OX16 2EH ("the Company") and
- (2) **PHARMAC LIMITED**, Company No 04077548 of 1st Floor, Brook House, Mount Pleasant, Crowborough, East Sussex TN6 2NE ("the Lender")

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Debenture

"Acts" means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those Acts for the time being in force)

"Assets" means all of the property undertaking and assets of the Company, both present and future

"Indebtedness" means the Company's liability to the Lender under formal loan agreements ("the Loan Agreements") made between the Company and the Lender

"Receiver" has the meaning given to it in Clause 4 1

1 2 Clause headings are for ease of reference only

2. Charge

2 1 The Company hereby covenants to pay or discharge the Indebtedness to the Lender as referred to in clause 1.1 As security for the payment and discharge of the Indebtedness, the Company with full title guarantee hereby charges to the Lender

2 1 1 By way of fixed charge, the Assets now and in the future vested in the Company together with all real or personal property, all fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon

2 1 2 By way of fixed charge, all the goodwill and uncalled capital for the time being of the Company

2 1 3 By way of fixed charge, all intellectual property rights choses in action and claims now and in the future belonging to the Company

2 1 4 By way of floating charge, all debts now and in the future due or owing to the Company

3. Covenants

3 1 The Company shall not

3 1 1 Sell transfer or otherwise dispose of its undertaking or other Assets or any part of them except by getting in and realising them for full value in the ordinary and proper course of its business

3 1 2 Remove all or any part of any real or personal property or any fixtures forming part of the Assets, nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from such property

3 1 3 Deal with its stock or other debts or securities for money except by getting in and realising them for full value in the ordinary and proper course of its business

3 2 The Company shall

3 2 1 Keep such of the Assets as are insurable, comprehensively insured to (and, if so required by the Lender, in the joint names of itself and the Lender) against loss or damage by fire and such other risk as the Lender requires to their full replacement value and where such insurance is not in joint names procure that the Lender's interest is noted on all such policies

3 2 2 Duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under Clause 3 2.1 and on demand produce the insurance policies and premium receipts to the Lender

3 2 3 Keep all buildings and all plant machinery fixtures fittings and other effects that it owns or possesses in good repair and working order

3 2 4 Promptly notify the Lender of any proposal to discuss any application for the appointment of an administrator receiver, administrator, liquidator or similar official in respect of the Company or any proposal for the Company to be struck off

3 3 If the Company fails to perform any of its obligations under Clauses 3.2 1, 3 2 2 or 3 2 3 the

Lender may take out or renew any insurance or effect such repairs and take such other action as he may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand

4. Receiver

4 1 At any time after Indebtedness is immediately repayable under the Loan Agreements (or if so requested by the Company) the Lender may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and manager ("the Receiver") which expression shall include any substituted Receiver(s) and Manager(s) of all or any part of the Assets

- 4 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 4 3 The Receiver shall be the Company's agent and shall have all powers conferred by the Acts
The Company alone shall be responsible for its acts and omissions and for remuneration In particular but without limiting any general powers or the Lender's power of sale the Receiver shall have power
 - 4 3 1 To take possession of and collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit
 - 4 3 2 To carry on or concur in carrying on the Company's business and raise money from the Lender or others on the security of all or any part of the Assets
 - 4 3.3 To sell let and/or terminate or to accept surrenders of leases or tenancies of any part of its Property in such manner and on such terms as he thinks fit
 - 4.3 4 To take continue or defend any proceedings and make any arrangements or compromise with the Lender or he shall think fit
 - 4 3 5 To make and effect all repairs improvements and insurance
 - 4 3 6 To appoint managers officers and agents for any of the above purposes at such salaries as the Receiver may determine
 - 4.3 7 To call up any of the Company's uncalled capital
 - 4 3.8 To promote the formation of a subsidiary company or companies of the Company so that such subsidiary may purchase lease licence or otherwise acquire interests in all or any part of the Assets and
 - 4 3 9 To do all other acts and things which he may consider to be incidental or conducive to any of the above powers
- 4 4 Any moneys received under this Debenture shall be applied
 - 4 4 1 First in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver
 - 4 4 2 Secondly in or towards satisfaction of the Indebtedness in such order as the Lender shall determine and

4 4 3 Thirdly the surplus (if any) shall be paid to the person or persons entitled to it

5. Miscellaneous

5 1 By notice in writing to the Company the Lender may at any time

5 1 2 convert the floating charge created by Clauses 2 1 4 into a specific charge over any Assets specified in the notice

5 1 3 require the Company to execute and register at H M Land Registry, as appropriate, a charge by way of legal mortgage over any property of which the Company is registered on the proprietor

5 2 This Debenture shall be

5.2.1 a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatever

5 2.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets, and

5 2.2 in addition to any rights powers and remedies at law

5 3 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. The Lender shall not exercise its power of sale until payment has been demanded but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made

5 4 No failure or delay on the Lender's part in the exercise of any of its rights powers and remedies (in this Clause 5 "right(s)") under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right

5 4 The Lender may give time or other indulgence or make any other arrangement variation or release with nay person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lender's rights under this Debenture

5 6 The Company certifies that the charges created by this Debenture do not contravene any provision of its Memorandum and Articles of Association or any agreement binding on it or any of the Assets

5.7 The Company warrants that it is solvent and that, financially and legally, it is able to repay the Loan (with interest) on the terms set out in the Loan Agreement

5 8 The Company shall on demand by the Lender execute and deliver all transfers mandates

assignments deeds or other documents as the Lender may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture

6. Power of Attorney

By way of security the Company hereby irrevocably appoints the Lender and any Receiver jointly and severally as its Attorney with full power of delegation for him and in its name and on its behalf and as its act and deed or otherwise to seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed property for any of the above purposes

7. Costs

All costs charges and expenses incurred by the Lender and all moneys paid by the Lender or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of the Lender or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company and shall be charged on the Assets

8. Severance

If at any time any provision of this Debenture is or becomes invalid illegal or unenforceable the validity legality and unenforceability of the remaining provisions of this Debenture shall not be impaired


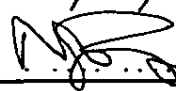
9. Notices

9.1 Any demand notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post to its address set out above or any other such address notified by the Company in writing to the Lender. Any such notice demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class pre-paid post) or immediately upon such delivery (where delivered personally)

9.2 Any notice from the Company to the Lender shall be served by first class pre-paid Recorded Delivery post sent to the Lender at its address set out above or such other address notified to the Company

10. Law

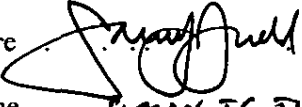
This Debenture shall be governed by and construed in accordance with English Law

SIGNED as a Deed by TIOSK LIMITED acting by a Director in the presence of:-	Signed.  
--	--

Witness Signature 

Name Lewis McLennaghan
Address 76a Downs Park Road
E8 2HZ
Occupation Tearista

SIGNED as a Deed by an authorised officer of PHARMAC LIMITED in the presence of -	Signed
	

Witness Signature 
Name ... Simon J F Judd
Address ... 4-6 Dusley Road
Turbridge Wells, West TW11 4F
Occupation ... School ...