

055279/69

In accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01

## Particulars of a charge



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.

FRIDAY



A15 \*A7DHYXDL\* 31/08/2018 #424  
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.

<b>1 Company details</b>		0007 <small>for official use</small>
Company number	N1071206	Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	360 PRODUCTION LIMITED	

<b>2 Charge creation date</b>	
Charge creation date	29 08 2018

<b>3 Names of persons, security agents or trustees entitled to the charge</b>	
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	Coutts & Company 440 Strand, London, WC2R 0QS
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below. <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

MRO1

Particulars of a charge

**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

**Fixed charge or fixed security**

Does the instrument include a fixed 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

**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

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes  
 No

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Particulars of a charge

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**Trustee statement** <sup>Ⓢ</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.

Ⓢ 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 *[Handwritten Signature]* X

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

**MR01**

**Particulars of a charge**

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **ANTONY SMITH**

Company name **Coutts & Company**

Address **440 Strand**

Post town **London**

County/Region

Postcode **W C 2 R 0 Q S**

Country **United Kingdom**

DX **141811 Bishopsgate 7**

Telephone **020 7753 1000**

**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: NI71206

Charge code: NI07 1206 0007

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 29th August 2018 and created by 360 PRODUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2018.

Given at Companies House, Belfast on 11th September 2018



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Date: TWENTY-NINTH AUGUST TWO THOUSAND AND EIGHTEEN

Definitions

Depositor: 360 Production Limited (Company No. NI071206) whose registered office is situate at 42 - 46 Fountain Street Belfast Antrim BT1 5EF

Bank: Courts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS

Interest: Interest at the rate(s) charged to the Depositor by the Bank from time to time

Deposit: All deposits now and in the future credited to Account designation with the Bank and any deposit or account of any other currency description or designation which derives in whole or in part from such deposits or Account

Depositor's Obligations: All the Depositor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Deposit or the Depositor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Required Currency: The currency or currencies in which the Depositor's Obligations are expressed from time to time

UK Address for Service:

Charge

1 The Depositor covenants to discharge on demand the Depositor's Obligations and as a continuing security for such discharge and with full title guarantee assigns to the Bank the Deposit subject to re-assignment on redemption

Powers of the Bank

2.1 Despite any term to the contrary in relation to the Deposit the Bank may at any time without notice (both before and after demand) appropriate the Deposit or any part of it in discharge of the whole or any part of the Depositor's Obligations

2.2 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed

2.3 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Depositor's Obligations against any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) (whether or not that deposit or balance is due to the Depositor)

COMPANIES ACT 2006, AS A TRUE ACCURATE AND UP TO DATE COPY OF THE ORIGINAL DOCUMENT

FOR AND ON BEHALF OF COURTS & CO 440 STRAND SIGNED [Signature]

2.4 The Bank may exchange or convert to the Required Currency any currency held or received

#### **Restrictions**

3 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Depositor before all the Depositor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Depositor to make withdrawals from time to time

#### **Appropriation**

4.1 Subject to Clause 4.2 the Bank may appropriate all payments received for the account of the Depositor in reduction of any part of the Depositor's Obligations as the Bank decides

4.2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Depositor's Obligations outstanding at the time of receiving such notice

#### **Redesignation Renewal or Replacement of the Deposit**

5 If the account in which the Deposit is held is changed replaced or redesignated this deed will apply to any deposit in the new or redesignated account from time to time

#### **Preservation of other Security and Rights and Further Assurance**

6.1 This deed is in addition to any other security present or future held by the Bank for the Depositor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

6.2 The Depositor will at the Depositor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Deposit the Depositor's Obligations

#### **Depositor's Constitution and Powers**

7 If the Depositor is a company the Depositor warrants to the Bank that:-

7.1 The Depositor is a corporation duly constituted and in good standing under the law of the country in which it is incorporated and the Depositor has appropriate power and authority to own its property and assets and carry on its business as now conducted

7.2 The Depositor has appropriate power to enter into and perform the terms and conditions of this deed and has taken all necessary action to authorise the execution delivery and performance of this deed

7.3 No permit licence approval or authorisation of any government judicial or other authority or other third party is required or desirable in connection with the execution performance validity or enforceability of this deed

7.4 The Depositor will on demand obtain or pay to the Bank the cost incurred by the Bank in obtaining at any time a written opinion from a legal firm acceptable to the Bank confirming Clauses 7.1 7.2 and 7.3 of this deed and any other matters relevant to this deed as the Bank may require

#### **Governing Law and Jurisdiction**

8.1 This deed shall be governed by and construed in accordance with English law

8.2 For the benefit of the Bank the Depositor irrevocably submits to the jurisdiction of the English Courts and the Depositor irrevocably agrees that a judgment in any proceedings in connection with this deed by the English Courts shall be conclusive and binding upon the Depositor and may be enforced against the Depositor in the Courts of any other jurisdiction. The Bank shall also be entitled to take proceedings in connection with this deed against the Depositor in the Courts of any country in which the Depositor has assets or in any other Courts of competent jurisdiction

8.3 The Depositor irrevocably waives:-

8.3.1 Any objection which the Depositor may now or in the future have to the English Courts or other Courts referred to in Clause 8.2 as a venue for any proceedings in connection with this deed and

8.3.2 Any claim which the Depositor may now or in the future be able to make that any proceedings in the English Courts or other Courts referred to in Clause 8.2 have been instituted in an inappropriate forum

8.4 The Address for Service (or such other address in England or Wales as the Depositor may from time to time nominate in writing to the Bank for the purpose) shall be an effective address for service of any notice or proceedings in the English Courts to or against the Depositor

#### Notices

9.1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Depositor at the Depositor's address last known to the Bank or the address stated in Clause 8.4 or if the Depositor is a company may be served personally on any director or the secretary of the Depositor

9.2 A notice or demand by the Bank by post shall be deemed served on the day after posting

9.3 A notice or demand by the Bank by fax shall be deemed served at the time of sending

#### Interpretation

10.1 The expressions "Depositor" and "Bank" where the context admits include their respective successors in title and assigns

10.2 If two or more persons are included in the expression "Depositor" then the use in this deed of the word "Depositor" shall be deemed to refer to such persons both together and separately and the Depositor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them

10.3 If the definition of "Deposit" refers to more than one deposit or account then the use in this deed of the word "Deposit" shall be deemed to refer to such deposits and/or accounts both together and separately

10.4 The expression "Deposit" includes all interest accrued or accruing in the future on it

10.5 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select



10.6 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness of which this deed has been duly executed

The Common Seal of the Depositor  
was affixed in the presence of:-

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

OR

Signed and Delivered as a deed by  
the Depositor acting by  
its duly authorised official/s

) \_\_\_\_\_ X  
) Authorised Official  
)  
) \_\_\_\_\_ X  
) Authorised Official