

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House

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 there is no
instrument Use form LL MR02

For further information, please
refer to our guidance at
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 the form is 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. The instrument must be scanned and placed on the public record. Do not send the original.



A35 *A3G6I928* #325
11/09/2014
COMPANIES HOUSE

THURSDAY

1 LLP details

LLP number O C 3 2 5 5 8 8

LLP name in full Abbott Vision LLP



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 d 0 d 3 m 0 m 9 y 2 y 0 y 1 y 4

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 Coutts & Co

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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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

Brief description

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

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 LLP?

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement^①

You may tick the box if the LLP 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 LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X Reed Smith X

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

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



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
Alex Molyneux

LLP name
Reed Smith

Address
The Broadgate Tower

20 Primrose Street

Post town
London

County/Region

Postcode
E C 2 A 2 R S

Country
UK

DX

Telephone
020 3116 3726



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number' OC325588

Charge code' OC32 5588 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2014 and created by ABBOTT VISION LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 11th September 2014

P.010

Given at Companies House, Cardiff on 15th September 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION COPY

DATED: 3RD SEPTEMBER 2014

(1) COUTTS & CO

(2) ABBOTT VISION LLP

CHARGE OVER DEPOSIT

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Reed Smith LLP
REED SMITH
DATE 9/9/2014

CHARGE OVER DEPOSIT dated 3rd September 2014

BETWEEN

- (1) **COUTTS & CO** of 440 Strand, London WC2R 0QS ('the Chargee'), and
- (2) **ABBOTT VISION LLP**, a limited liability partnership formed under the laws of England (Company Number OC325588) of 27 Mortimer Street, London, W1T 3BL ('the Chargor')

RECITALS

(A) The Chargee and Abbottvision No Offence Limited ('the Borrower') have entered into a facility letter dated on or about the date of this Charge ('the Facility Letter') pursuant to which the Chargee has made available a facility to the Borrower to be used to pay for part of the cost of producing, completing and delivering the television series provisionally entitled "No Offence" ('the Programme')

(B) The Borrower and the Chargor have entered into a producers agreement dated on or prior the date of this Charge ('the Producers Agreement') pursuant to which the Chargor has agreed to provide the services of Paul Abbott and Martin Carr as individual producers of the Programme and the Borrower has agreed to pay the Chargor a production fee of £800,000 ('the Production Fee')

(C) Pursuant to the Facility Letter, the Borrower has agreed to pay the second 50% of the Production Fee to the following account ('the Deposit Account')

Account bank Coutts & Co

Account name Abbott Vision LLP Secury Deposit Account

Sort code [REDACTED]

Account number [REDACTED]

(D) It is a condition to the provision of the facility referred to in Recital (A) that the Chargor enters into this Charge, and the Chargor has determined that it is in its best commercial interests to do so as it enables the Programme to be financed

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Charge capitalised terms defined in the list of parties or recitals above have the meaning set out there and,

'Collateral' means all assets and rights charged or assigned to the Chargee pursuant to Clause 3,

'Debt' means all amounts from time to time due, owing, outstanding or payable to the Chargee pursuant to the Facility Letter,

'Deposit' means all sums (whether of principal, interest or otherwise) now or hereafter standing to the credit of the Deposit Account or to the credit of any substitute account and all rights of the Chargor in relation to the Deposit Account or such substitute account,

'Encumbrance' means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title, option or other security interest or any other agreement or arrangement having a substantially similar effect to any of the foregoing,

'Facility Repayment Date' means the date on which the Debt has been repaid in full and the Chargee has no further actual or contingent obligation to advance any amounts to the Borrower pursuant to this Facility Letter, and

'Secured Obligations' means the performance by the Chargor of all its obligations under this Charge (including the discharge of the Debt in accordance with Clause 2)

1.2 In this Charge, unless the contrary intention appears, a reference to

(a) this Charge or any other document is (without prejudice to any prohibition on amendments) a reference to this Charge or that document as amended (however fundamentally) from time to time,

(b) an amendment includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and cognate terms will be construed accordingly,

(c) a person includes any individual, company, corporation, unincorporated association, partnership or other body, government or other entity, whether or not having separate legal personality,

(d) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation,

(e) a party to this Charge or any other person includes its successors in title, permitted assigns and permitted transferees, and

(f) a Clause is to a clause of this Charge

1 3 In this Charge, headings are for ease of reference only and shall not affect the construction of this Charge, and any phrase introduced by the terms **including, in particular** or any cognate or other similar expression shall be construed as illustrative and not exhaustive, and shall not limit the sense of the words preceding that phrase

2 THE SECURED OBLIGATIONS

2.1 In consideration of the Chargee making or continuing to make available the facility referred to in Recital (A) and subject to Clause 2 3, the Chargor hereby covenants on demand to repay the Debt to the Chargee

2.2 In respect of its obligations under Clause 2 1, the Chargor shall be deemed to be the principal debtor and not merely a surety and accordingly the liability of the Chargor shall not be discharged by

(a) any agreement, arrangement or understanding between the Borrower, the Chargee or any other person and the Chargee, including any variation or amendment of, or waiver or release granted under or in connection with, the Facility Letter any other Encumbrance or any guarantee or indemnity or other document; or

(b) any alteration in the obligations undertaken by the Borrower, the Chargor or any other person to the Chargee, or

(c) the making or absence of any demand for payment of the Debt on the Borrower or any other person, whether by the Chargee or any other person

(d) any forbearance by the Chargee whether as to payment, time, performance or otherwise, or

(e) the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Chargee or any other person of any other Encumbrance, or any guarantee or indemnity or other document,

(f) the existence of any claim, set-off or other right which the Chargor may have at any time against the Chargee,

(g) the winding up of the Borrower, the Chargor or any other person,

(h) any change in the constitution of the Borrower or the Chargor, or

(i) anything else affecting the relationship between the Chargor, the Borrower and the Chargee

2.3 The Chargee acknowledges and agrees that the full extent of Chargor's liability under Clause 2.1 shall be limited to payments out of the proceeds of the Collateral and the Chargee shall have no other recourse to the Chargor under Clause 2.1 in respect of any other assets of the Chargor

3 CHARGE AND ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee

3.1 charges the Deposit to the Chargee by way of first fixed charge,

3.2 assigns to the Chargee the second 50% of the Production Fee paid or payable to it pursuant to the Producers Agreement and its right to be paid the same.

4 COVENANTS BY THE CHARGOR

The Chargor covenants with the Chargee that, until Facility Repayment Date

4.1 it will not require the Borrower to pay (and will not accept payment of) the second 50% of the Production Fee to any account other than Deposit Account,

4.2 notwithstanding, and without prejudice to, Clause 4.1 if the Chargor receives any amount of the second 50% of the Production Fee in any account other than the Deposit Account, the Chargor shall forthwith transfer such amount to the Deposit Account without any deductions whatsoever (and if any transfer charges are deducted from such amounts, the Chargor shall forthwith pay an amount equal to such deductions into the Deposit Account) and pending such transfer, the Chargor shall hold all such amounts on trust for the Chargee, which trust it hereby declares,

4.3 it will not create any other Encumbrances over the Collateral in favour of any other person,

4.4 it will forthwith inform the Chargee of any claim or notice relating to any of the Collateral received from any other person and of all other matters relevant to such claim or notice

5 WARRANTIES AND REPRESENTATIONS BY THE CHARGOR

5.1 The Chargor warrants and represents to the Chargee that

(a) it is the beneficial owner of and has full right and title to the Collateral and that the Collateral is free from any Encumbrances (other than the Encumbrance created by this Charge),

(b) this Charge has been validly created and constitutes is valid, binding and enforceable in accordance with its terms, and

(c) the creation of this Charge and the making of the Deposit does not and will not (i) conflict with or breach the terms of or constitute a default under any agreement charge or other instrument to which the Chargor is a party or is subject or by which it is bound or (ii) result in the creation or imposition of or oblige it to create any charge or other encumbrance on any of its assets

5.2 The warranties and representations in clause 5 1 shall be deemed to be repeated by the Chargor on each day until all the Secured Obligations have been repaid in full as if made with reference to the facts and circumstances existing on each such day

6 POWERS OF THE CHARGE

6.1 The security created by this Charge shall be enforceable at any time after the Chargee shall have demanded payment of any of the Secured Obligations, and the Chargee may then

(a) exercise all rights in relation to the assets assigned pursuant to Clause 3 2 as if it were the beneficial owner of such rights,

(b) exercise without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 in respect of all or any part of the Deposit the power to appropriate the Deposit and apply it in discharge of the Secured Obligations, and

(c) exercise all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all other powers which the Chargor would have in respect of the Collateral as if the same were unencumbered, with full power to call in all or any part of the Deposit at such times and in such manner and generally on such terms and conditions as the Chargee may think necessary with power to give effectual receipts and do all other acts and things necessary in connection therewith

6.2 The Chargee may apply the Deposit and other proceeds of the Collateral in or towards satisfaction of such of the Secured Obligations and in such order as the Chargee in its absolute discretion may from time to time conclusively determine

6.3 The Chargee shall in addition, if requested by the Borrower and prior to the security becoming enforceable, apply the Deposit in or towards satisfaction of the Debt and Clauses 6 2 and 6 4 shall apply in such circumstances

6.4 The Deposit and any proceeds of the Collateral remaining after Facility Repayment Date (including, for the avoidance of doubt, if part, but not all, of the Deposit is required to repay the Debt or if Facility Repayment Date occurs and no part of the Deposit has been required to repay the Debt) shall be paid to such account of the Chargor as the Chargor shall notify the Chargee

6.5 The Chargee shall, at the Chargor's request and expense, enter into such documents as the Chargor shall reasonably require to reassign (without the benefit of any warranties) the assets assigned pursuant to the Clause 3 2 (to the extent not then exercised by the Chargee pursuant to this Charge)

7 PROTECTIONS FOR THE CHARGE

7 1 The Chargee shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Charge including in relation to the Deposit, purchase of currencies or otherwise

7.2 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Chargee pursuant to this Charge

8 CONTINUING SECURITY

8.1 This Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until all the Secured Obligations have been paid or discharged in full

8.2 This Charge is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

8.3 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Chargee shall be entitled to enforce the charge hereby created subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

9 SET OFF

The Chargor authorises the Chargee at any time or from time to time without notice to the Chargor (which notice the Chargor waives) to set off and to appropriate and to apply the Deposit against the whole or any part of the Secured Obligations

10 WAIVERS

No failure or delay by the Chargee in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

11 FURTHER ASSURANCE

11.1 The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Chargee may require in order to

- (a)** create, perfect or protect any security intended to be created by this Charge,
- (b)** facilitate the realisation of all or any of the Collateral or the exercise of any rights, powers and discretions conferred on the Chargee in connection with all or any of the Collateral

11.2 Such documents shall contain such clauses for the benefit of the Chargee as the Chargee may require and may disapply Section 93 of the Law of Property Act 1925

12 POWER OF ATTORNEY

The Chargor by way of security irrevocably appoints the Chargee to be its attorney and in its name and on its behalf to take any action which the Chargor is obliged to take under this Charge or which may be deemed expedient by the Chargee in connection with any disposition, realisation or getting in by the Chargee of all or part of the Collateral. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

13 MISCELLANEOUS

13.1 Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13.2 The provisions of the Contracts (Rights of Third Parties Act) 1999 are excluded from this Charge.

13.3 This Charge may be entered into in any number of counterparts each of which when so executed and delivered shall be an original.

13.4 The Chargor may not assign the benefit of this Charge. The Chargee may assign the benefit of this Charge provided it gives notice of such assignment to the Chargee.

14 NOTICES

14.1 Any notice or report that any party is required to give or desires to give under this Charge shall be in writing and shall be given either by personal delivery, email or first class registered mail and is deemed to have been delivered

(a) on the date delivered (if sent by personal delivery) if such delivery was made during business hours at the place of receipt or (if not) at the start of the first Business Day thereafter;

(b) on the date the recipient acknowledges receipt (if sent by email)

(c) on a date two (2) Business Days after being posted

14.2 Until further notice (which shall be given as provided in this Charge, except that for a notice of change of address to be effective it must actually be received by the recipient) notices to the parties shall be sent to the addresses set out in the list of parties above and if sent by email to the Chargee shall be sent to Stephen.Lansdown@coutts.com and if sent by email to the Chargor shall be sent to martin.carr@abbottvision.com. Notices to the Chargee shall be marked for the attention of Stephen Lansdown and notices to the Chargor shall be marked for the attention of Martin Carr.

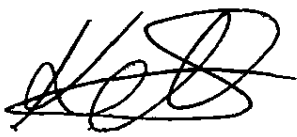
15 LAW

This Charge and any non-contractual obligations or liabilities arising from or connected with it shall be governed by, and construed in accordance with, the laws of England and Wales, and the Chargor submits to the exclusive jurisdiction of the courts of England and Wales provided however that the Chargee may commence and maintain any action against the Chargor arising under this Charge in the courts of any other jurisdiction.

EXECUTION COPY

IN WITNESS whereof this Charge has been entered into the day and year first above written

EXECUTED as a DEED by
ABBOTT VISION LLP
acting by one of its members in the presence of



Witness Signature

Witness Name *Kellie Stevenson*

Witness Address *38 Charlecole Rd*
Becontree Hth, Essex RM8 3LD

Witness Occupation *EXECUTIVE ASSISTANT*

Member

MARTIN CARR
Print Name

SIGNED FOR AND ON BEHALF OF
COUTTS & CO

Authorised Signatory

EXECUTION COPY

IN WITNESS whereof this Charge has been entered into the day and year first above written.

EXECUTED as a DEED by
ABBOTT VISION LLP
acting by one of its members in the presence of:

)
)
)
)
)
)

.....
Member

.....
Print Name

.....
Witness Signature

Witness Name:

Witness Address:

.....
Witness Occupation.

SIGNED FOR AND ON BEHALF OF
COUTTS & CO.

)
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.....
Authorised Signatory