



Registration of a Charge

Company name: **THE NIGHT MANAGER DISTRIBUTION LIMITED**

Company number: **09457720**



X4H6LGE0

Received for Electronic Filing: **02/10/2015**

Details of Charge

Date of creation: **28/09/2015**

Charge code: **0945 7720 0005**

Persons entitled: **NATIXIS COFICINÉ**

Brief description: **NONE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALICE EDWARDS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9457720

Charge code: 0945 7720 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2015 and created by THE NIGHT MANAGER DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2015 .

Given at Companies House, Cardiff on 5th October 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Date: ...28 September 2015

Natixis Coficiné

as the Lender

The Night Manager Distribution Limited

as the Chargor

Supplemental Security Assignment

The Night Manager

THIS SUPPLEMENTAL SECURITY ASSIGNMENT is made the **28** day of **September** 2015

BETWEEN:

- (1) **THE NIGHT MANAGER DISTRIBUTION LIMITED** a company registered in England (company registration no. 09457720) whose registered office is at 73 Wells Street, London, W1T 3QG, United Kingdom (the "**Chargor**"); and
- (2) **NATIXIS COFICINÉ** of 6 rue de L'Amiral Hamelin, 75119 Paris, France (the "**Lender**").

BACKGROUND:

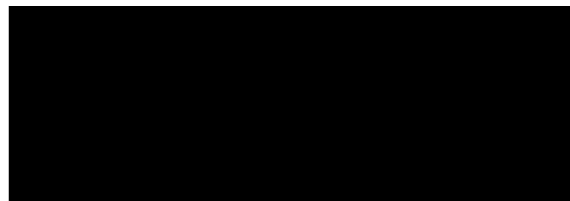
- (A) Pursuant to a loan agreement entered into by the Lender and the Chargor dated 7 May 2015 (the "**Loan Agreement**") the Lender agreed to make available to the Chargor certain sums in connection with the production of a television programme entitled "The Night Manager" (the "**Programme**").
- (B) Pursuant to a charge and deed of assignment entered into by the Chargor and the Lender in respect of the Programme dated 7 May 2015 (the "**Charge**") the Chargor charged all of its right, title and interest in and to the Programme in favour of the Lender as security for the payment to the Lender of all amounts due and owing to the Lender pursuant to the Loan Agreement (the "**Debt**").
- (C) The Chargor has agreed to enter into this supplemental security assignment in respect of a distribution agreement to secure further the payment of the Debt.

IT IS AGREED:

1. By way of further security for payment of the Debt, the Chargor assigns to the Lender the benefit of the agreement (including the minimum guarantee) relating to exploitation of the Programme which are set out in the Schedule to this supplemental security assignment (the "**Distribution Agreement**") together with all such rights of distribution, exhibition and exploitation of the Programme that are the same as those granted to the distributor pursuant to the Distribution Agreement whether upon expiry of the terms granted under the Distribution Agreement or earlier termination of the Distribution Agreement for any reason subject in all respects to the terms of the Charge and the Lender hereby accepts the assignment by way of security.
2. It is hereby agreed that all the provisions of the Charge relating to the Lender's powers of enforcement of security created under the Charge or agreed to be created and the events upon which such powers may be exercised shall be deemed to be incorporated in this supplemental security assignment as if the same were set out in this supplemental security assignment in extenso and for this purpose references in the Charge to the "**Charged Assets**" shall be construed to include references to the Distribution Agreement and rights of distribution exhibition and exploitation referred to in this supplemental security assignment.
3. The Chargor hereby undertakes to execute such further documents and to perform such further acts as the Lender may reasonably require to perfect the security interest assigned pursuant to this supplemental security assignment.
4. The Lender shall be entitled to assign the benefit of this supplemental security assignment in whole or in part to any third party.
5. This supplemental security assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

EXECUTED as a **DEED** by
THE NIGHT MANAGER DISTRIBUTION LIMITED
acting by a director in the presence of:



Signature of director

Signature of witness



Print name

YOGITA PULI

Address



Occupation



EXECUTED as a **DEED** on behalf of **NATIXIS COFICINÉ** a
company incorporated in France, by a person who, in accordance
with the laws of that territory, is acting under the authority of the
company:

.....Authorised signatory

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

EXECUTED as a **DEED** by
THE NIGHT MANAGER DISTRIBUTION LIMITED
acting by a director in the presence of:

.....

Signature of director

Signature of witness

Print name

Address

.....

.....

Occupation

EXECUTED as a **DEED** on behalf of **NATIXIS COFICINÉ** a
company incorporated in France, by a person who, in accordance
with the laws of that territory, is acting under the authority of the
company:

[Redacted signature]

Authorised signatory

[Redacted signature]

Schedule 1

Distribution Agreement

Date	Distributor	Territory	Licence Fee
as of April 21 st , 2015	BBC Worldwide Australia	Australia	\$880,000