



Registration of a Charge

Company name: **ICON FILM DISTRIBUTION LIMITED**

Company number: **03645630**



X7HVXSMX

Received for Electronic Filing: **02/11/2018**

Details of Charge

Date of creation: **16/10/2018**

Charge code: **0364 5630 0017**

Persons entitled: **BANK LEUMI (UK) PLC**

Brief description:

Contains fixed charge(s).

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: **S MARRIOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3645630

Charge code: 0364 5630 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2018 and created by ICON FILM DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2018 .

Given at Companies House, Cardiff on 6th November 2018

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

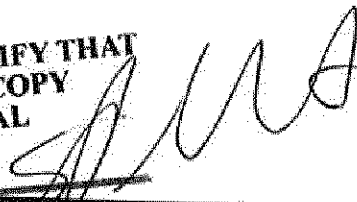


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS IS TO CERTIFY THAT
THIS IS A TRUE COPY
OF THE ORIGINAL



(1) ICON FILM DISTRIBUTION LIMITED

(2) BANK LEUMI (UK) PLC

**SUPPLEMENTAL DEED OF
ASSIGNMENT**

ReedSmith

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THIS SUPPLEMENTAL DEED OF ASSIGNMENT is made on the 16th day of October 2018

BETWEEN

- (1) **Icon Film Distribution Limited** (Company No. 3645630), a company incorporated under the laws of England, (the 'Chargor') 6th Floor, 16 Dufours Place, London W1F 7SP (attention: Spencer Pollard and Jock Rumgay email: spencer@kaleidoscopehomeentertainment.com; jock.rumgay@kaleidoscopehomeentertainment.com).
- (2) **Bank Leumi (UK) plc** (the 'Bank') acting through its Media Desk of 20 Stratford Place, London W1C 1BG (attention: Patrick Higgins; email: phiggins@BankLeumi.co.uk).

RECITAL

- (A) The Bank has agreed to make available to the Chargor a loan facility on the terms of the Credit Agreement. To secure repayment of the Secured Sums, the Chargor has entered into the Charge.
- (B) The Chargor wishes to include the Contractual Rights in the Borrowing Base. It is a condition precedent to the Contractual Rights being included in the Borrowing Base that the Chargor enters into this Deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Supplemental Deed of Assignment:

Bank	has the meaning set out in the list of parties at the beginning of this Deed
Charge	means the Charge and Deed of Assignment between the Bank and the Borrower dated on or about the date of the Credit Agreement
Contracts	means the following agreements: 1. Licence agreement dated 5 th June 2018 between the chargor and Channel 5 Broadcasting Limited for the sum of £175,000 plus VAT of £35,000. Gross amount assigned of £210,000.
Contractual Rights	means the benefit of the Contracts, including all rights granted and all amounts payable thereunder (including all Eligible Receivables) and the benefit of all undertakings, covenants, representations and warranties made in the Contracts, and all such rights of distribution, exhibition and exploitation as are granted to the parties other than the Borrower to the Contracts pursuant to the Contracts whether upon expiry of the terms granted by the Contracts or earlier termination of the Contracts, and the products and proceeds of all of the foregoing
Credit Agreement	means the Credit Agreement between the Bank and the Borrower dated 14 th June 2018
Encumbrance	means any mortgage, charge (whether fixed or

	floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
Finance Documents	means the Credit Agreement, the Charge, this Supplemental Deed of Assignment and any other agreement between the Chargor and the Bank pursuant to which the Chargor grants any Encumbrance to the Bank
Secured Sums	means all present and future monies, obligations and liabilities, whether actual or contingent, whether due, owing or incurred by the Chargor to the Bank, whether pursuant to any the Finance Documents or any other agreement, and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety or in some other capacity and whether unascertained collateral or unmatured and whether originally owing to the Bank or purchased or otherwise acquired by it, and whether denominated in Euros, Sterling, United States Dollars, or in any other currency, or incurred on any account or in any manner whatsoever.

and references to any agreement, deed, instrument or document is to the same as amended, modified, supplemented or restated from time to time.

2. ASSIGNMENT

By way of further, and continuing, security for full and timely payment and performance of the Secured Sums, the Chargor assigns to the Bank the Contractual Rights (and insofar as necessary by way of present assignment of present and future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988).

3. POWERS

All the provisions of the Charge relating to the Bank's rights and powers of enforcement of security 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 Deed of Assignment as if the same were set out in this Supplemental Deed of Assignment in full and for this purpose references therein to the "Assigned Property" shall be construed to include references to the Contractual Rights.

4. NEGATIVE PLEDGE

The Chargor undertakes that it shall not, without the prior written consent of the Bank, create, agree to create or allow to subsist any Encumbrance on or over the Contractual Rights or any part of them.

5. FURTHER ASSURANCE




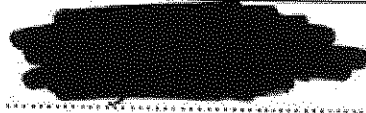
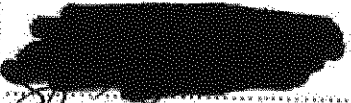
The Chargor agrees to execute all further documents reasonably required by the Bank to give effect to or perfect the security created by this Supplemental Deed of Assignment.

6. FINAL REDEMPTION

Subject to and without prejudice to Clause 28.1 (*Conditional Discharge*) of the Charge (which shall be deemed incorporated in this Supplemental Deed of Assignment as if it were set out in full in it), once the Bank is in its sole and unfettered discretion satisfied that all the Secured Sums have been paid and discharged in full and all facilities which might give rise to the Secured Sums have been terminated, and the Bank is satisfied that it has no further obligation whether actual or contingent to make any credit or other accommodation available to the Chargor or any third party under the Finance Documents, then the Bank shall, at the request and cost of the Chargor, execute and do all such deeds, acts and things as may be reasonably necessary to release the Contractual Rights from the security created by this Supplemental Deed of Assignment.

7. GOVERNING LAW AND JURISDICTION

This Supplemental Deed of Assignment and all matters arising from or connected with it including all obligations or liabilities arising out of or in connection with this Supplemental Deed of Assignment 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 Bank may commence and maintain any action against the Chargor arising under this Supplemental Deed of Assignment in the courts of any other jurisdiction. The Chargor irrevocably waives any objection it might have to the courts of England being nominated as the forum to hear and decide any proceedings brought before it and to settle any dispute which may arise out of or in any way in connection with this Supplemental Deed of Assignment and agrees not to claim that the courts of England are not a convenient or appropriate forum for these purposes.

<p>Signed as a deed by</p> <p>ICON FILM DISTRIBUTION LIMITED</p> <p>acting by its director in the presence of:</p> <p> Signature of witness</p> <p><u>MARK FASHER</u> Name of witness</p> <p>  Address of witness</p> <p><u>ACCOUNTANT</u> Occupation of witness</p>	<p> Signature of Director of ICON FILM DISTRIBUTION LIMITED</p> <p><u>SPENCER POLLARD</u> Print name</p>
<p>Executed under hand for and on behalf of BANK LEUMI (UK) plc by its authorised signatories</p>	<p> Signature authorised signatory</p> <p>S Marriott</p>

Vikram Davda

Signature authorised signatory

SUPPLEMENTAL DEED OF ASSIGNMENT