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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

**Please complete
legibly, preferably
in black type, or
bold block lettering**

* insert full name
of company

To the Registrar of Companies

For official use

Company number

13

3468246

Name of company

* Lionsgate (H) Investment Limited (the "Chargor")

Date of creation of the charge

21st January, 1999

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Debenture (the "Supplemental Debenture") between the
Chargor and the Bank.

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of each Obligor to the Bank under each Finance Document except for any obligation which, if it were so included, would result in the Supplemental Debenture contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities").

N.B. A reference to a person includes its successors and assigns. A reference to a Finance Document or another document is a reference to that Finance Document or other document as amended, novated or supplemented.

Names and addresses of the mortgagees or persons entitled to the charge

Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch (the "Bank") of 29 Gresham Street, London EC2V 7HN (formerly known as Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft, London Branch).

Presentor's name address and
reference (if any):

Allen & Overy
One New Change
London
EC4M 9QQ

For official use
Mortgage Section

| Post room



Time critical reference

B1:164843.1

Short particulars of all the property mortgaged or charged

Please see attached.

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Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed

Alan O'Neary

Date

21/1/99

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 1

Company Number:
3468246

Short particulars of all the property mortgaged or charged

- (a) The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Bank by way of a first legal mortgage the Chargor Property.
- (b) The Chargor confirms that, as security for the payment of all the Secured Liabilities it has:
 - (i) charged in favour of the Bank by way of a first fixed charge the assets relating to the Chargor Property and referred to in clause 2.1(b) (Creation of fixed security) of the Original Debenture as follows:-
 - (A) to the extent that they are not the subject of an effective mortgage under clause 2.1(a) (Creation of fixed security) of the Original Debenture all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (B) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
 - (C) all moneys standing to the credit of any account (including, without limitation, any Security Account) with any person and the debts represented by them;
 - (D) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (E) all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (F) to the extent they are not subject to an effective assignment under clause 2.2 (Assignment) of the Original Debenture all its rights under any Hedging Arrangements;
 - (G) to the extent they are not subject to an effective assignment under clause 2.2 (Assignment) of the Original Debenture all its rights under each agreement for lease and Occupational Lease;
 - (H) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
 - (I) its goodwill;
 - (J) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in clause 2.1 (Creation of fixed security) of the Original Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (K) its uncalled capital;

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 2

Company Number:
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- (L) its rights under the appointment of any managing agent of the Mortgaged Property; and
- (M) its rights under the agreement or agreements relating to the purchase of the Properties by the Chargor; and
- (ii) assigned by way of security the assets relating to the Chargor Property and referred to in clause 2.2 (Assignment) of the Original Debenture as follows:-
 - (A) all Rental Income;
 - (B) any guarantee of Rental Income contained in or relating to any agreement for lease or Occupational Lease;
 - (C) its rights under any collateral warranties relating to the Properties; and
 - (D) all its rights under any Hedging Arrangements.

N.B.

A reference in the Supplemental Debenture to a charge or mortgage or any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of the covenants.

The Chargor shall not, except as expressly permitted under the terms of the Finance Documents:-

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Original Debenture or the Supplemental Debenture; or
- (b) sell, transfer, grant, or, subject to clause 17.16 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under clause 3.1 (Creation of floating charge) of the Original Debenture.

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 3

Company Number:
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"Borrower"

means Lionsgate (H) Limited (Registered in England and Wales No. 3461477).

"Chargor Property"

means:

- (a) all that freehold property known as 3 & 4 Queen Square, High Wycombe, Lancashire as the same is comprised in the title BM4010;
- (b) all that freehold property known as the Chilterns Shopping Centre, Frogmore, High Wycombe as the same is comprised in title numbers BM87997 and BM209703;
- (c) all that leasehold property known as Unit 7 the Chilterns Shopping Centre, Frogmore, High Wycombe as the same is comprised in title number BM113100;
- (d) all that freehold property known as The Park Farm Shopping Centre, Allestree, Derby and land lying to the south of Birchover Way, Allestree, Derby as the same is comprised in title numbers DY170858 and DY13410;
- (e) all that freehold property known as land and buildings on the east side of Robinson Way, Portsmouth as the same is comprised in title number HP371586;
- (f) all that leasehold property known as Manchester International Office Centre (formerly known as Renold House) lying to the east of Styal Road, Manchester as the same is comprised in the title number GM782648; and
- (b) all that freehold property known as the Hersham Centre, Hersham, Surrey as the same is comprised in title number SY616746.

"Credit Agreement"

means the £48,000,000 credit agreement dated 28th January, 1998 between the Borrower, the Guarantors and the Bank as amended by a restatement agreement between those parties dated 17th December, 1998.

"Debenture"

means a debenture executed or to be executed by the Borrower or a Guarantor in favour of the Bank, substantially in the form of Schedule 5 to the Credit Agreement.

"Finance Document"

means:

- (a) the Credit Agreement;
- (b) a Debenture;

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 4

Company Number:
3468246

- (c) a Supplemental Debenture;
- (d) any Hedging Arrangement;
- (e) the Mortgage of Shares;
- (f) the Subordination Deed;
- (g) the Management Agreement;
- (h) the Intercreditor Deed; or

any other document designated as such by the Bank and the Borrower.

"Fixtures"

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

"Guarantor"

means the Chargor and Lionsgate (H) Trading Limited (Registered in England and Wales No. 3468370).

"Hedging Arrangement"

means any interest hedging arrangements entered into by the Borrower in connection with, or otherwise relating to, interest payable under the Credit Agreement.

"Insurances"

means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest.

"Intercreditor Deed"

means the Intercreditor Deed dated 17th December, 1998 between the Borrower, the Chargor, Credit Suisse First Boston and the Bank.

"Management Agreement"

means the agreement dated 28th January, 1998 made between the Borrower, the Guarantors and the Managing Agent.

"Managing Agent"

means Lionsgate Management Limited or any other managing agent of a Property appointed with the consent of the Bank, such consent not to be unreasonably withheld.

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 5

Company Number:
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"Mortgaged Property"

means any freehold or leasehold property the subject of the security created by the Original Debenture or the Supplemental Debenture accompanying this Form 395.

"Mortgage of Shares"

means the mortgage of shares of the Borrower dated 27th February, 1998 executed by Lionsgate Properties Limited (Registered in England and Wales No. 3465458) in favour of the Bank.

"Obligor"

means the Borrower or a Guarantor.

"Occupational Lease"

means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time.

"Original Debenture"

means the Debenture dated 27th February, 1998 executed by the Chargor in favour of the Bank.

"Property"

means any of the properties described in schedule 1 to the Credit Agreement (including the Chargor Property) and any other property approved by the Bank, each as more particularly described in schedule 1 to a Debenture or a Supplemental Debenture (but only insofar as the property is the subject of a Security Interest created under a Debenture or a Supplemental Debenture) and, where the context so requires, means the buildings on that Property.

"Rental Income"

means the aggregate of all amounts payable to or for the benefit or account of a Guarantor in connection with the letting of each Property or any part thereof, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954;
- (d) any sum received from any deposit held as security for performance of any tenant's obligations insofar as such sum is available to that Guarantor;

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 6

Company Number:
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- (e) a sum equal to any apportionment of rent allowed in favour of a Guarantor under the contract for the purchase of any Property;
- (f) any other moneys payable in respect of occupation and/or usage of any Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (g) any profits awarded or agreed to be payable and paid as a result of any proceedings taken or claim made for the same;
- (h) any damages, compensation, settlement or expenses for or representing loss of rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, a Guarantor from any party) in furtherance of such proceedings so taken or claim so made;
- (i) any moneys payable under any policy of insurance in respect of loss of rent;
- (j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement;
- (k) any sum payable by any guarantor of any occupational tenant under any Occupational Lease.

"Security Account"

means an account established under clause 11 of the Credit Agreement.

"Security Assets"

means all assets of the chargor the subject of any security created by the Original Debenture or the Supplemental Debenture accompanying this Form 395.

"Security Interest"

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Subordinated Creditor"

means Chaselands Limited (Registered in England and Wales No. 2027238), Chaselands (Canada Life) Limited (Registered in England and Wales No. 2856845), Chaselands (NW) Limited (Registered in England and Wales No. 2888857), Lionsgate Group Limited (Registered in England and Wales No. 2476647), Lionsgate Management Limited, Lionsgate Properties Limited (Registered in England and Wales No. 3465458), Mainvale Limited (Registered in England and Wales No. 2742952), Orchid Lodge (U.K.) Limited (Registered in England and Wales No. 1816071), Soundmen Limited (Registered in England and Wales No. 2327894) or Turnshire Limited (Registered in England and Wales No. 1071565).

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 7

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"Subordination Deed"

means the subordination deed dated 27th February, 1998 executed by each Obligor as debtor and the Subordinated Creditors in favour of the Bank.

"Supplemental Debenture"

means a supplemental debenture executed or to be executed by a Guarantor in favour of the Bank, substantially in the form of Schedule 6 to the Credit Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03468246

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 21st JANUARY 1999 AND CREATED BY LIONSGATE (H) INVESTMENT LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OBLIGOR (AS DEFINED) TO BAYERISCHE HYPO-UND VEREINSBANK AKTIENGESSELLCHAFT, LONDON BRANCH UNDER EACH FINANCE DOCUMENT (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JANUARY 1999.

Peter C Protheroe

for the Registrar of Companies



C O M P A N I E S H O U S E