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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

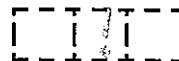
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

To the Registrar of Companies

For official use

Company number



3468246

Name of company

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

Date of creation of the charge

27th February, 1998

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

Debenture

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 Chargor Debenture contravening Section 151 of the Companies Act 1985.

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.

N.B. Please see continuation sheets 3, 4, 5 and 6 for definitions.

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

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

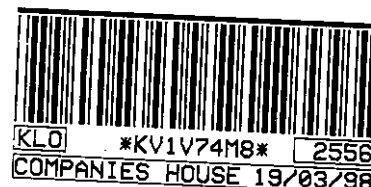
Presenter's name address and
reference (if any):

Allen & Overy
One New Change
London
EC4M 9QQ

For official use

Mortgage Section

Post room



Time critical reference

IM/B1:128202.1

Short particulars of all the property mortgaged or charged

Please see continuation sheets 1 and 2.

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this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Alan A. Overy

Date

18.iii.98

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

Fixed Security

- (a) By way of a first legal mortgage:-
- (i) the Chargor Property; and
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now or hereafter belonging to it; and
- (b) by way of a first fixed charge:-
- (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (ii) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
 - (iii) all moneys standing to the credit of any account (including, without limitation, any Security Account) with any person and the debts represented by them;
 - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (v) 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;
 - (vi) (to the extent they are not subject to an effective assignment under clause 2.2 (Assignment) of the Chargor Debenture) all its rights under any Hedging Arrangements;
 - (vii) (to the extent they are not subject to an effective assignment under clause 2.2 (Assignment) of the Chargor Debenture) all its rights under each agreement for lease and Occupational Lease;
 - (viii) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
 - (ix) its goodwill;
 - (x) 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 this paragraph (b) and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (xi) its uncalled capital;

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

Company Number:
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- (xii) its rights under the appointment of any managing agent of the Mortgaged Property; and
- (xiii) its rights under the agreement or agreements relating to the purchase of the Properties by the Chargor.

Assignment

The Chargor assigns absolutely to the Bank by way of security:-

- (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.

Floating Charge

By way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (Fixed Security) of the Chargor Debenture.

N.B.

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 Chargor 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 Chargor Debenture.

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

Company Number:
3468246

"Borrower"

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

"Chargor Debenture"

means the Debenture dated 27th February, 1998 executed by the Chargor in favour of the Bank accompanying this Form 395.

"Chargor Property"

means:

1. All that freehold property known as Farringdon Place, Rossendale Road Industrial Estate, Burnley, Lancashire as the same is comprised in title number LA628087.
2. All that freehold property known as 115/127 (odd) and Exchange Mansions, Golders Green Road, Golders Green, London as the same is comprised in title number NGL432387.
3. All that freehold property known as 92 Kilburn High Road, London NW6 as the same is comprised in title number 346021.
4. All that freehold property known as Deacon Trading Estate, Dominion Way, Worthing as the same is comprised in titles numbered WSX186809 and WSX186810.
5. All that freehold property known as 26 Cornmarket, Derby as the same is comprised in title number DY11005.
6. All that freehold property known as Elystan Business Centre, Springfield Road, Hayes, Middlesex as the same is comprised in title number NGL494326.
7. All that freehold property known as 86 High Road, Kilburn, Camden, London as the same is comprised in title number 163946.
8. All that freehold property known as 354 and 356 Bath Road, Heston, West Hounslow as the same is comprised in title number MX346804.
9. All that freehold property known as 74/78 (even) Town Centre, Hatfield, Hertfordshire as the same is comprised in title number HD181928.
10. All that freehold property known as 11 & 13 Vaughan Street, Llanelli, Dyfed as the same is comprised in title number WA1141.
11. All that freehold property known as land on the south east side of Clarendon Drive, Wymbush, Milton Keynes as the same is comprised in title number BM135138 and BM135227.
12. All that freehold property known as land on the north side of Mangham Road, Parkgate and Large Unit Barbot Industrial Estate south side of Mangham Road Parkgate as the same are comprised in the respective title numbers SYK228779 and SYK189746 and SYK202565.

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

Company Number:
3468246

13. All that freehold property known as Wych Elm, Harlow as the same is comprised in title number EX561863.
14. All that freehold property known as Great Eastern House, Edinburgh Way, Harlow as the same is comprised in title number EX561849.
15. All that freehold property known as the land and buildings on the south east side of Barrows Road, Pinnacles, Harlow as the same is comprised in title number EX561843.
16. All that freehold property known as The Training Centre, Perry Road, Harlow as the same is comprised in title number EX561830.
17. All that freehold property known as Shield House, Elizabeth Way, Harlow as the same is comprised in title number EX561833.
18. All that freehold property known as 56 Fore Street, Ivybridge, Devon as the same is comprised in title number DN328696.
19. All that freehold property known as Unit 3 Acorn Business Centre, Yeadon and the leasehold parking spaces belonging to Unit 3 as the same are more comprised in titles numbered WYK480354 and WYK485194 respectively.
20. All that leasehold property known as Unit 5 Acorn Business Park, Keighley, Skipton, North Yorkshire as the same is comprised in title number NYK95750 and all that leasehold property known as the 12 car parking spaces at Acorn Business Park as the same is comprised in title number NYK113135.
21. All that leasehold property known as Units 2, 3 & 4 Acorn Business Park, Moss Road, Grimsby, South Humberside as the same is comprised in titles numbered HS195580, HS195572 and HS195577.
22. All that freehold property known as Unit 2 Acorn Business Park, St Peter's Way, Mansfield and 8 car parking spaces as the same is comprised in title number NT261280.
23. All that leasehold property known as the land and buildings on the south west side of Poole Hall Road, Ellesmere Port, Cheshire as the same is comprised in title number CH195401.
24. All that freehold property known as 72, 74 and 76 High Street, North East Ham, London as the same is comprised in title number EGL290480.
25. All that freehold property known as premises on the south west side of Station Road, Westbury, Wiltshire as the same is comprised in title number WT129245.
26. All that freehold property known as 29 and 31 High Street, Cosham, Hampshire as the same is comprised in title number HP356625.
27. All that freehold property known as 296 Northolt Road and land lying to the north west of Northolt Road, South Harrow, Middlesex as the same is comprised in title number MX256077.

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

Company Number:
3468246

28. All that freehold property known as 102A, 104 and 104B High Street, Walthamstow as the same is comprised in title number EGL125333.
29. All that leasehold property known as 115 and 115a High Street, Walthamstow, London E17 as the same is comprised in title number EGL81860.
30. All that leasehold property known as Plot 15 Holyrood Drive, Skippingdale Industrial Park, Scunthorpe, North Lincolnshire as the same is comprised in title number HS102502.
31. All that freehold property known as 38/39 Chapel Market, Islington, London N1 as the same is comprised in title number LN88819.
32. All that freehold property known as land on the east side of London Road, Peterborough as the same is comprised in title number CB168963.
33. All that freehold property known as 9 and 11 Streatham High Road, Streatham, in the London Borough of Lambeth as the same is comprised in title number 278093.
34. All that leasehold property known as Ambassador House, Paradise Road, Richmond upon Thames, Greater London as the same is comprised in title number SGL408208.
35. All that freehold property known as 46 to 50 High Street, Walthamstow as the same is comprised in title number EGL98456.

"Credit Agreement"

means the £48,000,000 credit agreement dated 28th January, 1998 between the Borrower, the Guarantors and the Agent.

"Debenture"

means:

- (a) a debenture dated 27th February, 1998 executed by the Borrower in favour of the Bank;
- (b) the Chargor Debenture; and
- (c) a debenture dated 27th February, 1998 executed by Lionsgate (H) Trading Limited in favour of the Bank.

"Finance Document"

means:

- (a) the Credit Agreement;
- (b) a Debenture;
- (c) a Supplemental Debenture;
- (d) any Hedging Arrangement;

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

Company Number:
3468246

- (e) the Mortgage of Shares;
- (f) the Subordination Deed;
- (g) the Management Agreement; or

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

"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.

"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.

"Mortgaged Property"

means any freehold or leasehold property the subject of the security created by the Chargor Debenture.

"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.

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

Company Number:
3468246

"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 the 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;
- (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.

Company Name:
Lionsgate (H) Investment Limited
Continuation Sheet 8

Company Number:
3468246

"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 Chargor Debenture.

"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).

"Subordination Deed"

means a 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 DEBENTURE DATED THE 27th FEBRUARY 1998 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 HYPOTHEKEN- UND WECHSEL-BANK AKTIENGESELLSCHAFT UNDER EACH FINANCE DOCUMENT (AS DEFINED) AND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MARCH 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MARCH 1998.

Peter C Protheroe

for the Registrar of Companies



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

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