



Registration of a Charge

Company Name: **LIONSGATE HOLDINGS LIMITED**

Company Number: **14656868**



Received for filing in Electronic Format on the: **03/08/2023**

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Details of Charge

Date of creation: **03/08/2023**

Charge code: **1465 6868 0005**

Persons entitled: **INDUSTRIAL BANK OF KOREA, LONDON BRANCH**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE THE FREEHOLD PROPERTY KNOWN AS 189 FULHAM PALACE ROAD, LONDON W6 8QX WITH TITLE NUMBER 267034 AND BY WAY OF FIRST FIXED CHARGE ALL PROPERTIES ACQUIRED BY THE BORROWER IN THE FUTURE AND ALL PRESENT AND FUTURE INTERESTS OF THE BORROWER NOT EFFECTIVELY MORTGAGED OR CHARGED OVER FREEHOLD OR LEASEHOLD PROPERTIES AND ALL THE INTELLECTUAL PROPERTY. FOR MORE LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO THE INSTRUMENT.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

HILL DICKINSON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14656868

Charge code: 1465 6868 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2023 and created by LIONSGATE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2023 .

Given at Companies House, Cardiff on 4th August 2023

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**

HILL DICKINSON

Dated *3 August* 2023

LEGAL CHARGE

Between

**(1) INDUSTRIAL BANK OF KOREA, LONDON
BRANCH**

and

(2) LIONSGATE HOLDINGS LIMITED

Relating to:

189 Fulham Palace Road, London W6 8QX

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THIS DEED is made on

3 August

2023

PARTIES

- (1) **LIONSGATE HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 14656868 whose registered office is at 117 Jersey Road, London, England, TW7 4QR (Chargor); and
- (2) **INDUSTRIAL BANK OF KOREA** incorporated and registered in South Korea with company number FC026909 whose registered office is at 50 Jongro-Gu, Ukchiro-2ga, Seoul, South Korea, South Korea and trading address is at Leaf 8 38th Floor, 25 Old Broad Street, Tower 42, EC2N 1HQ (Lender).

BACKGROUND

The Lender has agreed to provide the Chargor with a term loan of three (3) years secured, amongst other, by way of a first legal mortgage over the Property and a debenture from the Borrower. The Loan will be in the sum of ONE HUNDRED FIFTY THOUSAND POUNDS (£150,000) and it shall be available by way of single drawing.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this deed:

Act means the Law of Property Act 1925;

Business Day means a day (other than a Saturday or Sunday) on which banks in London are open for the transaction of business of the nature contemplated by the deed;

Default Rate means the rate of interest which is 3% per cent per annum above the rate charged by the Lender pursuant to the Loan Agreement from time to time;

Enforcement Event means:

- (a) the failure by the Chargor to pay any Secured Obligation when due;
- (b) the failure by the Chargor to comply with any of the obligations assumed by it under any agreement or document concerning a Secured Obligation;
- (c) the failure by the Chargor to comply with any of the obligations, covenants or undertakings assumed by it under this deed together with any breach by the Chargor of any representation and warranty made to the Lender;
- (d) the Chargor creating (or attempting or purporting to create) any Security Interest on the Property;
- (e) any third party enforcing or attempting to enforce any Security over any assets of the Chargor, or any analogous procedure or step being taken in any jurisdiction;
- (f) any third party levying or attempting to levy any distress, execution, attachment or other legal process against the Property;
- (g) any procedure or step being taken in relation to the compulsory purchase of the Property; or
- (h) any corporate action, legal proceedings or other procedure or step being taken in relation to;

the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;

- (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor; or
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of the Chargor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of their assets;
- (i) the occurrence of an Event of Default under any agreement or document (as such term may be defined thereunder) concerning a Secured Obligation;

Fixtures means in relation to the Property, all fixtures and fittings at any time during the Security Period on the Property and owned by the Chargor;

Party means a party to this deed;

Property means the freehold land known as 189 Fulham Palace Road, London W6 8QX with title number 267034 as further specified in the Schedule of this deed;

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this deed;

Secured Obligations means all monies now or at any time hereafter becoming due or owing by the Chargor to the Lender and all liabilities, obligations, costs, charges and expenses, actual or contingent, now existing or hereafter incurred by the Chargor to the Lender (whether due, owing or incurred by the Chargor alone or jointly with any other person and whether as principal or surety);

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period means the period beginning on the date of this deed and ending on the date on which all the Secured Obligations have been irrevocably and unconditionally paid in full and no commitment by the Lender to provide facilities to the Chargor remains in existence;

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

Value Added Tax means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature imposed in place of value added tax from time to time.

1.2 In this deed (unless otherwise provided):

- 1.2.1 references to clauses and the Schedules (if any) are to be construed as references to the clauses of, and the Schedule to this deed as amended from time to time;
- 1.2.2 words importing the singular shall include the plural and vice versa and references to one gender shall include references to all genders;
- 1.2.3 references to a person shall be construed so as to include that person's assigns or transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof;

- 1.2.4 subject to clause 12, references to any statute or statutory provisions include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
 - 1.2.5 references to liability or liabilities are to be construed to include all liabilities and obligations whether actual, contingent, present or future and whether incurred solely or jointly or as principal or surety;
 - 1.2.6 the words **other** and **otherwise** shall not be construed ejusdem generis with any foregoing words where a wider construction is possible;
 - 1.2.7 the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
 - 1.2.8 a reference to a document is a reference to that document as amended, supplemented, novated, replaced, restated or re-enacted from time to time;
 - 1.2.9 an Enforcement Event is **continuing** if it has not been remedied to the satisfaction of the Lender or waived by the Lender;
 - 1.2.10 clause headings are for ease of reference only and are not to affect the interpretation of this deed; and
 - 1.2.11 a certificate by a duly authorised officer of the Lender as to the amount of any Secured Obligation shall, in the absence of manifest error, be conclusive and binding on the Chargor.
 - 1.3 The term **this Security** means any security created by, or pursuant to, this deed.
 - 1.4 Any covenant of the Chargor under this deed (other than a payment obligation) remains in force throughout the Security Period.
 - 1.5 The terms of any side letters between the parties hereto in relation to this deed are incorporated in this deed to the extent required to ensure that any disposition of the Property contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - 1.6 If the Lender considers that an amount paid to it by the Chargor or any other person in respect of a Secured Obligation is capable of being avoided or otherwise set aside on the liquidation or administration of the payer, or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this deed.
 - 1.7 Any liberty or power which may be exercised or any consent which may be given or any determination which may be made under this deed by the Lender or any Receiver may be exercised, given or made in its absolute and unfettered discretion without any obligation to give reasons therefor.
 - 1.8 A person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this deed.
 - 2 COVENANT TO PAY**
 - 2.1 Covenant to pay**
- The Chargor covenants with the Lender that it will, on demand, pay and discharge the Secured Obligations when due.

2.2 Default of interest

- 2.2.1 If the Chargor fails to pay any amount under this deed when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from the due date until the date such amount is irrevocably and unconditionally paid in full to the Lender.
- 2.2.2 Default interest will accrue from day to day and will be compounded at such intervals as the Lender states are appropriate.

3 SECURITY

3.1 Nature of Security

All the security created under this deed:

- 3.1.1 is created in favour of the Lender;
- 3.1.2 is a continuing security for the payment of all the Secured Obligations; and
- 3.1.3 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1984.

3.2 Creation of Fixed Security

The Chargor charges by way of:

- 3.2.1 legal mortgage over the Property;
- 3.2.2 fixed charge to the extent that they are not subject to a legal mortgage under clause 3.2.1, all liens, charges, options, agreements, rights and interests over the Property; and
- 3.2.3 fixed charge:
 - 3.2.3.1 all rents arising under any leases or tenancies of the Property presently existing or under any future lease or tenancy of the Property and all other (if any) income arising from the Property; and
 - 3.2.3.2 all benefits in respect of insurances and all claims and refunds of premiums in respect of them and all other present and future contracts or policies of insurance (including life policies) in which the Chargor now or hereafter has an interest and all monies from time to time payable thereunder.

4 UNDERTAKINGS RELATING TO REGISTRATION AND TITLE ETC

4.1 Land Registry

The Chargor hereby consents to the entry of the following restriction in the Proprietorship Register at the Land Registry of any registered land forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, over the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Industrial Bank of Korea referred to in the charges register".

4.2 Land Registry Form RX1

The Chargor shall and/or authorises the Lender to make an application on form RX1 (or such other form as may be prescribed from time to time) to enter the restriction referred to in clause 4.1 against the relevant registered estate.

5 REPRESENTATIONS AND WARRANTIES

5.1 General

The Chargor makes the representations and warranties set out in this clause 5 to the Lender.

5.2 Validity and nature of this Security

This deed constitutes the Chargor's legal, valid, binding and enforceable obligations and this deed, creates those Security Interests it purports to create over the Property and is not liable to be amended or otherwise set aside on bankruptcy of the Chargor or otherwise.

5.3 Non-conflict

This deed does not and will not conflict with, or result in any breach or constitute a default under, any agreement, instrument or obligation to which the Chargor is a party.

5.4 No Security Interest

Save for any disclosed prior to the date of this deed, the Chargor has not created, purported to create or permitted to subsist any Security Interest in relation to the Property or assigned or purported to assign any right, title, interest in or to the Property.

5.5 Title to Property

5.5.1 The Chargor is the sole, absolute, legal and beneficial owner of the Property.

5.5.2 No breach of any law or regulation is outstanding which affects or would reasonably be expected to affect the value of the Property in a material adverse respect.

5.5.3 There are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Property, the application of which or the failure to comply with which would affect or be reasonably expected to affect the value of the Property in a material adverse respect.

5.5.4 Nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Property.

5.5.5 The Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Property or any interest in it, nor has any acknowledgement by the Chargor in respect of an adverse claim been given to any person in respect of the Property.

5.5.6 Save for any disclosed prior to the date of this deed, the Property is held by the Chargor free from any Security Interest or any tenancies or licences.

5.6 Times for making representations

5.6.1 The representations set out in this deed are made on the date of this deed.

5.6.2 Unless a representation is expressed to be given at a specific date, each representation under this deed is deemed to be repeated by the Chargor on each day during the Security Period.

5.6.3 When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

6 COVENANTS

6.1 Restriction on Security Interests

The Chargor shall not create or permit to subsist any Security Interests in or over the Property without the prior written consent of the Lender.

6.2 Disposals of the Property

The Chargor shall not sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the prior written consent of the Lender unless the Lender has notified in writing to the Chargor that the Secured Obligations have been discharged in full.

6.3 Protection of Value

The Chargor shall not, at any time during the Security Period, reduce or prejudice the value or marketability of the Property by any means including by entering into any agreement or arrangement with any third party in respect of the Property.

6.4 Title

The Chargor shall:

6.4.1 observe and perform all restrictive and other covenants, undertakings, stipulations and obligations affecting the Property insofar as they are subsisting and capable of being enforced; and

6.4.2 duly and diligently enforce all restrictive or other covenants, undertakings, stipulations and obligations benefiting the Property and not waive, release or vary (or agree so to do) the obligations of any other party thereto.

6.5 Access, repair and alterations

The Chargor shall:

6.5.1 from time to time on demand, supply to the Lender such information in relation to itself and the Property as the Lender shall require;

6.5.2 permit the Lender, its agents, officers and employees free access at all reasonable times (and, before the occurrence of an Enforcement Event, on reasonable notice) to view the state and condition of the Property without becoming liable to account as a mortgagee in possession;

6.5.3 repair and keep in good and substantial repair to the reasonable satisfaction of the Lender all buildings, trade and other fixtures, plant, machinery and chattels at any time forming part of the Property and when necessary replace such items with others of at least similar quality and value; and

6.5.4 not, at any time without the prior written consent of the Lender:

6.5.4.1 effect, carry out or permit any demolition, reconstruction or rebuilding of or any structural alteration or material change in the use of the Property; or

6.5.4.2 sever or unfix or remove any of the Fixtures (other than its stock in trade or work in progress) on or in the Property (except for the purpose and in the course of making necessary repairs thereto or of replacing the same with others of at least similar quality and value).

6.6 Compliance with laws

The Chargor shall comply with:

6.6.1 all laws for the time being in force; and

6.6.2 every notice, order, directive, licence, consent or permission given or made under any law by, or the requirements of, any competent authority or governmental body,

in each case, insofar as they relate to the Property or the occupation and use of the Property.

7 INSURANCE

7.1 General insurance obligation

7.1.1 The Borrower shall procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured the Property against:

7.1.1.1 loss or damage by fire or terrorist acts;

7.1.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

7.1.1.3 any other risk, perils and contingencies as the Lender may reasonably require.

7.1.2 The Borrower shall promptly pay all premiums in respect of each insurance policy maintained by it or any person on its behalf in accordance with clause 7.1.1 and do all other things necessary to keep that policy in full force and effect.

7.2 Noting of Lender's interest

The Chargor shall cause the insurance referred to in clause 7.1 to be endorsed with notice of the interest of the Lender, and shall promptly forward written evidence of that notice to the Lender.

7.3 Payment of premiums

The Chargor shall promptly pay all premiums and do all other things necessary to keep the insurance required to be kept pursuant to this clause 7 in full force and shall promptly, on demand by the Lender, produce to the Lender the policy, certificate or cover note.

7.4 Mortgagee protection clauses

The Chargor shall ensure that the insurance referred to in clause 7.1 includes the usual mortgagee protection clauses including such protection for the Lender against avoidance and invalidation as the Lender may require.

7.5 Maintenance

The Chargor shall not do or permit anything to be done whereby the insurance referred to in clause 7.1 may become void or voidable.

7.6 Notice of claims

The Chargor shall promptly notify the Lender in writing of any claim (or any notification to its insurers of any potential claim) under the insurance referred to in clause 7.1 and shall provide such written details as the Lender shall require in respect of the progress of any such claim.

7.7 Proceeds of insurance policies

The Chargor shall ensure that all sums at any time payable under the insurance referred to in clause 7.1 is to be paid directly to the Lender (but, if received by the Chargor, the Chargor shall immediately pay such sums to the Lender and, until that payment, shall hold them on trust for the Lender) and such sums shall, at the option of the Lender, be applied in replacing, restoring or reinstating the Property or, after an Enforcement Event has occurred, in accordance with clause 15.

8 POWERS AND DISCRETIONS OF THE LENDER

8.1 Curing of breaches of covenants

If the Chargor fails to comply with any provision of this deed and such failure is not remedied to the satisfaction of the Lender within ten (10) Business Days, then the Chargor shall allow and hereby authorises the Lender or its nominee to do all such acts and things and take such action on behalf of the Chargor as may be necessary to secure compliance with that provision without becoming liable as a mortgagee in possession.

8.2 Indemnity

The Chargor shall indemnify the Lender against all losses, costs, charges and expenses incurred by the Lender as a result of the failure by the Chargor to comply with any provision of this deed and in connection with the exercise by the Lender or its nominee of their respective rights contained in clause 8.1.

8.3 Expenses so incurred

All monies expended and all costs incurred by the Lender or its nominee in carrying out any of their respective powers and discretions referred to in clause 8.1 shall be considered to have been properly incurred by the Lender or its nominee, shall be secured by this Security and shall be payable on demand by the Chargor to the Lender.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 Enforcement event

This Security will become enforceable immediately upon the occurrence of an Enforcement Event.

9.2 Discretion as to enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

9.3 Consolidation of accounts

The Lender may, at any time after this Security has become enforceable and without notice to the Chargor, combine or consolidate all or any of the Chargor's then existing accounts with, and liabilities to, the Lender and set off or transfer any sum standing to the credit of any such account in or towards satisfaction of the Secured Obligations. The Lender shall notify the Chargor in writing that such a transfer has been made.

9.4 Power of sale

The power of sale and other powers conferred by section 101 of the Act, as amended by this deed, will be immediately exercisable at any time after this Security has become enforceable.

10 ENFORCEMENT OF SECURITY

10.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this deed, and section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

10.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of the Property, to account as mortgagee in possession or for any loss on realisation of this Security or for any default or omission for which a mortgagee in possession might otherwise be liable.

10.3 Section 103

Section 103 of the Act does not apply to this deed or to the Receiver or the Lender.

10.4 Contingencies

If this Security is enforced at a time when no amount is due under this deed but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account in which event, clause 10.5 shall apply to such proceeds.

10.5 Suspense or separate account

In addition to its rights under clause 10.4, the Lender may, without prejudice to any other rights it may have at any time, place and keep for such time as the Lender may think prudent any monies received, recovered or realised under or by virtue of this deed in a separate or suspense account to the credit either of the Chargor or any other party as the Lender thinks fit without any immediate obligation on the part of the Lender to apply such monies or any part of such monies in or towards the discharge of the Secured Obligations.

11 RECEIVER

11.1 Appointment of Receiver

11.1.1 The Lender may appoint any one or more persons to be a Receiver of all or any part of the Property if:

11.1.1.1 this deed has become enforceable; or

11.1.1.2 the Chargor so requests the Lender in writing at any time.

- 11.1.2 Any appointment under clause 11.1.1 may be by deed, under seal or in writing under its hand.
- 11.1.3 Section 109(1) of the Act does not apply to this deed.
- 11.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargor

- 11.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- 11.4.2 The Lender will incur no liability (either to the Chargor or to any other person) by reasons of the appointment of a Receiver or for any other reason.

12 POWERS OF RECEIVER

12.1 Powers

A Receiver appointed in accordance with clause 11 shall, until his removal, have the powers conferred by section 109 of the Act and those powers listed in the Schedule to the Insolvency Act 1986 (both as in force at the date of this deed) and may exercise those powers either in his own name or in the name of the Chargor and shall in addition have the following powers:

- 12.1.1 to take possession of and generally manage the Property;
- 12.1.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing, or equipment;
- 12.1.3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 12.1.4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Property without restriction;
- 12.1.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 12.1.6 to take, continue or defend any proceedings enter into any arrangement or compromise and where appropriate refer any dispute to arbitration or expert determination;

- 12.1.7 to remove store, sever, sell or otherwise deal with any fixtures and fittings;
- 12.1.8 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 12.1.9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute discretion thinks fit;
- 12.1.10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute discretion thinks fit;
- 12.1.11 to borrow monies from the Lender or others on the security of the Property or otherwise on such terms as the Receiver in the Receiver's absolute discretion thinks fit for the purpose of exercising any of the powers conferred on the Receiver by or pursuant to this deed;
- 12.1.12 to do all other acts and things which he may consider desirable or necessary or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed; and
- 12.1.13 to exercise, in relation to the Property, all other powers which the Receiver could exercise if he were their absolute unencumbered and beneficial owner.

12.2 Powers to be additional

The powers conferred by this deed on the Receiver shall be in addition to, and not in substitution for, the powers conferred on receivers under the Act and the Insolvency Act 1986.

12.3 Conflict

If and to the extent that there is any ambiguity or conflict between:

- 12.3.1 the powers conferred on the Receiver by the Act and those powers listed the Insolvency Act 1986; and
- 12.3.2 the powers conferred by this clause 12,

the powers conferred by this clause 12 shall prevail.

13 LIABILITY OF RECEIVER

13.1 Receipts

The Receiver shall not, by reason of any entry by it into, or the taking by it of, possession of the Property or for any other reason (and whether as mortgagee in possession or on any other basis):

- 13.1.1 be liable to account to the Chargor for anything except the Receiver's actual receipts arising from the exercise of his powers under this deed; or
- 13.1.2 be liable to the Chargor for any loss or damage arising from:
 - 13.1.2.1 any act, default or omission of the Receiver; and/or
 - 13.1.2.2 any exercise or non-exercise by the Receiver of any power, authority or discretion conferred on him under this deed, the Act or the Insolvency Act 1986; or

13.1.3 be liable to the Chargor on the grounds that a better price could or might have been obtained on any realisation, sale or other disposal of the Property.

13.2 Protection of the Receiver

The Receiver shall be entitled to all the rights, powers, privileges and immunities which the Act confers on mortgagees and receivers duly appointed under the Act.

14 POWERS AND PROTECTION OF THE LENDER

14.1 Rights and powers etc

All the rights, powers, authorities and discretions which are expressly or impliedly conferred by this deed on a Receiver may, after this deed has become enforceable, be exercised by the Lender in respect of the Property whether or not a Receiver has been or is later appointed.

14.2 Protections

All the protections and immunities which this deed provides for a Receiver shall be available to the Lender when the Lender is exercising the rights, powers, authorities and discretions conferred on the Lender by this deed.

15 APPLICATION OF PROCEEDS

15.1 Order of application

Any monies received by the Lender or any Receiver after this deed has become enforceable shall be applied in the following order of priority:

15.1.1 in redemption of any prior Security interest against the Property;

15.1.2 in or towards payment of, or provision for, all costs and expenses incurred by the Lender or any Receiver under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

15.1.3 in or towards payment of, or provision for, interest, principal, fees or commission or other liabilities constituting part of the Secured Obligations in such order and in such amounts as the Lender determines in its absolute discretion; and

15.1.4 in payment of the surplus (if any) to the Chargor or other person entitled to it.

15.2 Chargor's appropriation

Clause 15.1 shall override any appropriation made by the Chargor.

16 DELEGATION

16.1 Power of Attorney

The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this deed.

16.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit.

16.3 Liability

Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

17 PROTECTION OF THIRD PARTIES

17.1 Contractual

No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:

- 17.1.1 whether the Secured Obligations have become payable;
- 17.1.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 17.1.3 whether any money remains due and payable by the Chargor; or
- 17.1.4 how any money paid to the Lender or to that Receiver is to be applied.

18 REDEMPTION OF PRIOR MORTGAGES

18.1 Redemption

At any time after this deed has become enforceable, the Lender may:

- 18.1.1 redeem any prior Security Interest against the Property;
- 18.1.2 procure the transfer of that Security Interest to itself; and/or
- 18.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

18.2 Cost and expenses

The costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest shall be secured by this deed and shall be payable on demand by the Chargor to the Lender.

19 POWER OF ATTORNEY

19.1 Appointment

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this deed.

19.2 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

20 FURTHER ASSURANCES

20.1 General

The Chargor shall at its own expense take whatever action the Lender or Receiver may require for:

20.1.1 creating, perfecting or protecting any security intended to be created by this deed; or

20.1.2 facilitating the realisation of this Security, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its delegates or sub-delegates in respect of this Security.

21 NATURE OF SECURITY

21.1 Continuing

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

21.2 Additional

This Security is in addition to, and is not in any way prejudiced by, any other security now or subsequently held by the Lender.

21.3 Tacking

21.3.1 The Lender shall perform its obligations under any agreement or document concerning a Secured Obligation (including any obligation to make available further advances).

21.3.2 This deed secures advances already made and any further advances to be made.

22 REINSTATEMENT

22.1 General

If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this deed will continue as if the discharge or arrangement had not occurred.

22.2 Compromise

The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

23 PAYMENTS AND TAX

23.1 Payments

Subject to clause 23.2, all payments to be made by the Chargor under this deed shall be made in immediately available funds to the credit of such account as the Lender may designate and without any set-off or counterclaim and free and clear of any deduction or withholding for or on account of Tax, except to the extent that the Chargor is under a legal obligation to make such deduction or withholding.

23.2 Gross up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this deed to the Lender, the sum so payable by the Chargor shall be increased to an amount which, after making such deduction or withholding, leaves an amount equal to the payment which would have been made if no such deduction or withholding had been required.

23.3 Payment of Tax and receipts

All payment of Taxes and receipts required by law to be deducted or withheld by the Chargor from any amounts paid or payable under this deed shall be paid by the Chargor when due and the Chargor shall, within thirty (30) days of the payment being made, deliver evidence to the Lender that the payment has been duly remitted to the appropriate authority including, if issued, all relevant Tax receipts, and if not then issued, Tax receipts shall be delivered to the Lender as soon as they are available.

24 SET-OFF

The Lender may set off any matured Secured Obligations against any matured obligation owed by the Lender to the Chargor.

25 ADDITIONAL LENDER RIGHTS

25.1 Waiver of defences

The obligations of the Chargor under this deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (whether or not known to the Chargor).

25.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this deed.

25.3 Appropriations

The Lender may at any time during the Security Period without affecting the liability of the Chargor under this deed:

25.3.1 refrain from applying or enforcing any other monies, security or rights held or received by the Lender in respect of the Secured Obligations;

25.3.2 apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and

25.3.3 hold in an interest bearing suspense account any monies received from the Chargor or on account of the liability of the Chargor under this deed.

25.4 Non-competition

Unless the Security Period has expired or the Lender otherwise directs, the Chargor will not, after a claim has been made under this deed or by virtue of any payment or performance by it under this deed:

25.4.1 be subrogated to any rights, security or monies held, received or receivable by the Lender; or

25.4.2 be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Chargor's liability under this deed.

25.5 Unauthorised payment or distribution

The Chargor shall hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this deed.

26 EXPENSES AND INDEMNITIES

26.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to the Lender the amount of all reasonable costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) reasonably incurred by the Lender in connection with:

26.1.1 the negotiation, preparation, printing, execution, registration, perfection and completion of this deed, this Security or any document referred to in this deed; and

26.1.2 any actual or proposed amendment or extension of, or any waiver or consent under, this deed.

26.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by it in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of its rights under this deed or any document referred to in this deed or this Security.

26.3 Default interest

Any amount demanded under clause 26.1 or 26.2 shall bear interest at the Default Rate (both before and after judgement) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2.

26.4 Expenses

The Chargor shall immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this deed by the Lender, any Receiver, attorney, delegate, sub-delegate, manager, agent or other person appointed by the Lender under this deed unless such costs and expenses were incurred by the relevant person as a result of the wilful default or gross negligence of that or any other person.

26.5 Indemnity

The Chargor shall keep each of the persons referred to in clause 26.4 indemnified against any failure or delay in paying the costs or expenses referred to in clause 26.4, including any arising from any actual or alleged breach by any person of any law or regulation unless the failure or delay resulted from the wilful default or gross negligence of one or more of the persons referred to in clause 26.4.

27 CHANGES TO THE PARTIES

27.1 The Chargor

The Chargor may not, without the prior consent of the Lender, assign or transfer any of its rights or obligations under this deed.

27.2 The Lender

The Lender may assign or otherwise dispose of all or any of its rights under this deed.

28 RELEASE

At the end of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Property from this deed.

29 NOTICES

29.1 Communications in writing

All communications to be made under or in connection with, this deed shall be in writing and, unless otherwise stated, may be made by fax or letter.

29.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this deed is that identified with its name on the signature pages or any substitute address, fax number or department or officer as either Party may notify to the other Party by not less than five (5) Business Days' notice.

29.3 Delivery

Any communication or document made or delivered by one Party to another under or in connection with this deed will only be effective:

29.3.1 if by way of fax, when received in legible form; or

29.3.2 if by way of letter, when it has been left at the relevant address or three (3) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 29.2, if addressed to that department or officer.

30 MISCELLANEOUS

30.1 Further dealings with Chargor

The Lender may at its discretion and without releasing or otherwise affecting the Secured Obligations or this deed as security for the Secured Obligations:

30.1.1 give any loan, credit, financial accommodation or other facility (or extend, increase, renew, determine or otherwise vary any of the foregoing) to the Chargor as may from time to time be agreed between the Lender and the Chargor;

30.1.2 take any other security for the Secured Obligations (whether by way of mortgage, guarantee or otherwise); or

30.1.3 make any arrangement in respect of the Secured Obligations, or any other security for it, with the Chargor or any other person (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection or enforcement or otherwise).

30.2 Stamp duty land tax

The Chargor shall:

- 30.2.1 pay all present and future stamp duty land tax, land registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this deed, or any judgment given in connection therewith; and
- 30.2.2 indemnify the Lender on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp duty land tax, land registration and similar Taxes or charges.

30.3 Amendments

No amendment of this deed or any of the documents referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the Parties or, as the case may be, the parties to the relevant document.

30.4 Waivers and remedies

Except as otherwise stated in this deed, the rights and remedies of the Lender under this deed:

- 30.4.1 are in addition to and not exclusive of any other rights under this deed or the general law; and
- 30.4.2 may be waived only in writing and specifically.

30.5 Delay

Delay in exercising or non-exercise by the Lender of any right under this deed is not a waiver of that or any other right.

30.6 Partial exercise

Partial exercise of any right under this deed by the Lender shall not preclude any further or other exercise of that right or any other right under this deed.

30.7 Waiver

Waiver of a breach of any term of this deed shall not operate as a waiver of any subsequent breach of that or any other term.

30.8 Partial invalidity

If any provision of this deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- 30.8.1 the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- 30.8.2 the legality, validity or enforceability in any other jurisdiction of any provision of this deed.

30.9 Disclosure

The Lender may disclose any information concerning this deed or any arrangements made in connection with this deed to any of its legal advisers, its auditors, other advisers or applicable

regulatory authority or to any other person who undertakes to the Lender to keep confidential such information or such arrangements.

30.10 Counterparts

This deed may be signed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

30.11 Perpetuity period

The perpetuity period under the rule against perpetuities if applicable hereto shall be the period of eighty (80) years from the date of this deed.

31 GOVERNING LAW AND JURISDICTION

31.1 Law

This deed shall be governed by English law.

31.2 Jurisdiction

31.2.1 Subject to clause 31.2.2, the Parties irrevocably agree that the English courts shall have exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with this deed or its implementation or effect (**Proceedings**).

31.2.2 The Parties agree that clause 31.2.1 operates for the benefit of the Lender and accordingly the Lender shall be entitled to take Proceedings in any other court or courts having jurisdiction.

IN WITNESS whereof the Chargor has executed this deed as a deed and the Lender has signed this deed under hand, each on the day and year first above written.


THE SCHEDULE - PROPERTY

Description of Property	Title number
The freehold land known as 189 Fulham Palace Road, London W6 8QX	267034

SIGNED AS A DEED by LIONSGATE
HOLDINGS LIMITED acting by two
directors of the company

)
)
)


Director
Name: Adel Salama



Director
Name: Mary Salama

SIGNED AS A DEED for and on behalf
of INDUSTRIAL BANK OF KOREA
acting by []
its duly authorised signatory

)
)
)

Authorised signatory

Witness signature

Witness name

Witness address

Witness occupation

SIGNED AS A DEED by LIONSGATE
HOLDINGS LIMITED acting by two
directors of the company

)
)
)

Director
Name: Adel Salama

Director
Name: Mary Salama

SIGNED AS A DEED for and on behalf
of INDUSTRIAL BANK OF KOREA
acting by [Dongha Shin]
its duly authorised signatory

)
)
)

AL

Authorised signatory

Witness signature

Witness name

Witness address

Witness occupation

Jung
Hyonsuk Jung
Tower 42 25 Old Broad Street London
Banker



Industrial
Bank of Korea
London Branch

12th Floor, Tower 42,
Old Broad Street, London EC2A 4PU
Tel 020 7256 8900 Fax 020 7374 2693 SWIFT: IBKOKK33
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