



Registration of a Charge

Company Name: **LIONSGATE HOLDINGS LIMITED**

Company Number: **14656868**



Received for filing in Electronic Format on the: **04/08/2023**

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Details of Charge

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

Charge code: **1465 6868 0006**

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

Brief description: **BY WAY OF LEGAL MORTGAGE THE PROPERTIES KNOWN AS 189 FULHAM PALACE ROAD, LONDON W6 8QX WITH TITLE NUMBER 267034 AND 794 FULHAM ROAD, LONDON, SW6 5SL WITH TITLE NUMBER NGL427589 AND 102 CHURCHFIELD ROAD, ACTON, W3 6DH WITH TITLE NUMBER MX254567 AND BY WAY OF FIXED CHARGE TO THE EXTENT THAT THEY ARE NOT SUBJECT TO THE LEGAL MORTGAGE ALL LIENS CHARGES OPTIONS AGREEMENTS RIGHTS AND INTERESTS OVER THE PROPERTIES.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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 0006

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 4th August 2023 .

Given at Companies House, Cardiff on 7th 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**

DEBENTURE

DATED *3 August* 2023

LIONSGATE HOLDINGS LIMITED

and

INDUSTRIAL BANK OF KOREA, LONDON BRANCH

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THIS DEED is dated

3 August

2023 and is made

BETWEEN:

- (1) **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 B 38th Floor, 25 Old Broad Street, Tower 42, EC2N 1HQ (Lender); and
- (2) **LIONSGATE HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 14658868 whose registered office is at 117 Jersey Road, London, England, TW7 4QR (Borrower).

BACKGROUND:

- (A) The Borrower enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

Act means the Law of Property Act 1925.

Facility Agreement means each of the facility agreements dated on around the date of this Deed entered into between LIONSGATE HOLDINGS LIMITED as borrower and INDUSTRIAL BANK OF KOREA as lender.

Investments means all shares, stocks, debentures, bonds, partnership interests or other securities and investments owned by the Borrower or held by any nominee on its behalf.

Lease Document means, in relation to the Property:

- (a) an agreement for lease;
- (b) an occupational lease; or
- (c) any other document designated as such by the Lender and the Borrower.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Relevant Contract means:

- (a) each contract listed in Clause 2.7 (Insurances), Clauses 2.8(a)(i)(A) to 2.8(a)(i)(C) and 2.8(a)(ii) (Other contracts); and
- (b) any agreement designated as such between the Borrower and the Lender.

Rental Income means the aggregate of all amounts paid or payable to or for the account of the Borrower in connection with the letting, lease, licence or grant of other rights of use or occupation of any part of the Property(ies).

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent or in any other capacity whatsoever) of the Borrower to the Lender under each Finance Document.

Security Assets means all assets of the Borrower the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) The provisions of clauses 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) a **Finance Document**, **Transaction Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - (iii) any rights in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iv) any **share**, **stock**, **debenture**, **bond** or other **security** or **investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and

- (E) any cash or securities account maintained by any custodian or other entity,
in each case, in respect of that share, stock, debenture, bond or other security or investment;
- (v) the term **this Security** means any security created by this Deed;
- (vi) a reference to any asset includes present and future properties, revenues and rights of every description; and
- (vii) an agreement, instrument or other document to which It is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (c) Any covenant of the Borrower under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (d) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Lender (acting reasonably) considers that an amount paid to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- (c) The Lender that is not a Party may enforce and enjoy the benefit of any clause of this Deed which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Lender;
 - (ii) is created over present and future assets of the Borrower;
 - (iii) is security for the payment and discharge of all the Secured Liabilities; and

- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) To the extent that a breach of a Relevant Contract occurs as a result of the assignment or charging of a Relevant Contract pursuant to the terms of this Deed, the Borrower must promptly, upon becoming aware of such breach, notify the Lender in writing, giving details of the Relevant Contract concerned.
- (c) Subject to paragraph (d) below, to the extent that a breach of a Relevant Contract occurs as a result of the assignment of that Relevant Contract pursuant to the terms of this Deed, that Relevant Contract is not so assigned and, unless such charging would cause a breach of that Relevant Contract, is charged by the way of first fixed charge.
- (d) To the extent that the charging of a Relevant Contract listed in Clause 2.7 (Insurances) or the assignment and the charging of a Relevant Contract listed in 2.7 (Insurances), Clauses 2.8(a)(i)(A) to 2.8(a)(i)(C) and 2.8(a)(ii) (Other contracts) pursuant to the terms of this Deed would cause a breach of that Relevant Contract:
 - (i) unless the Lender otherwise requires, the Borrower must ensure that it will, use its reasonable endeavours to obtain the consent of the relevant party as soon as reasonably practicable;
 - (ii) this Security will secure all amounts which the Borrower may receive, or has received, under that Relevant Contract but excludes the Relevant Contract itself; and
 - (iii) the Borrower must, as soon as reasonably practicable, supply to the Lender a copy of the consent obtained by it.
- (e) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Real Property) does not affect the validity or enforceability of this Security.

2.2 Land

- (a) The Borrower charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; (this includes the real property (if any) specified in Schedule 1 (Real Property)); and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Securities

The Borrower charges by way of a first fixed charge its interest in its Investments.

2.4 Plant and machinery

To the extent that they are not subject to a mortgage or a first fixed charge under Clause 2.2 (Land), the Borrower charges by way of a first fixed charge all plant and machinery owned by the Borrower and its interest in any plant or machinery in its possession.

2.5 Credit balances

The Borrower charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account located in England or Wales that it has with any person and the debt represented by it.

2.6 Book debts etc.

The Borrower charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

2.7 Insurances

The Borrower charges by way of a first fixed charge:

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
- (b) all moneys payable and all monies paid to it under or in respect of all such contracts of insurance.

2.8 Other contracts

- (a) The Borrower:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) in respect of all Rental Income;
 - (B) under any guarantee of Rental Income contained in or relating to any Lease Document; and
 - (C) under any other material agreement to which it is a party; and
 - (ii) charges by way of a first fixed charge all of its rights under each Lease Document.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Borrower charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.9 Miscellaneous

The Borrower charges by way of a first fixed charge:

- (a) its goodwill;

- (b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above; and
- (d) its uncalled capital.

2.10 Floating charge

- (a) The Borrower charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause.
- (b) Except as provided below, the Lender (acting reasonably) may by notice to the Borrower convert the floating charge created by that Borrower under this Clause into a fixed charge as regards any of that Borrower's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Lender considers (acting reasonably) those assets to be in danger of being seized or sold (except as expressly allowed in the Facility Agreement) under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Part 1A of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

- (d) The floating charge created by this Clause will (in addition to the circumstances when this may occur under general law) automatically convert into a fixed charge over all of the Borrower's assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 REPRESENTATIONS – GENERAL

3.1 Nature of security

The Borrower represents and warrants to the Lender that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.

3.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation or warranty is expressed to be given at a specific date, each representation or warranty under this Deed is deemed to be repeated by the Borrower

on the date of the Utilisation Request, on the Utilisation Date and the first day of each Interest Period.

- (c) When a representation or warranty is repeated, it is applied to the circumstances existing at the time of repetition.

4 RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed in the Facility Agreement or this Deed, the Borrower may not create or permit to subsist any Security on any Security Asset.

4.2 Disposals

Except as expressly allowed in the Facility Agreement or this Deed, the Borrower may not sell, transfer, licence, lease or otherwise dispose of any Security Asset.

5 LAND

5.1 General

In this Clause:

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

Mortgaged Property means all freehold or leasehold property included in the definition of Security Assets.

5.2 Notices – Lease Documents

(a) Occupational Lease

The Borrower must:

- (i) in respect of any Lease Document entered into on or before the date of this Deed, promptly on request, deliver a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Occupational Tenants), to the Lender in respect of each tenant of the Mortgaged Property and the Lender may complete any outstanding details and serve any such notices at any time whilst an Event of Default is continuing;
- (ii) in respect of any Lease Document entered into following the date of this Deed, promptly on request, deliver a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Occupational Tenants), to the Lender in respect of each tenant of the Mortgaged Property and the Lender may complete any outstanding details and serve such notices at any time whilst an Event of Default is continuing; and
- (iii) in each case, use reasonable endeavours to ensure that following the service of such notices in accordance with sub-paragraphs (i) and (ii) above, each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of Letter for Occupational Tenants).

5.3 Acquisitions

If the Borrower acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:

- (a) promptly notify the Lender;
- (b) promptly on request by the Lender and at the cost of that Borrower, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form which the Lender may reasonably require;
- (c) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at H.M. Land Registry.

5.4 H.M. Land Registry

The Borrower consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property owned by it registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of _____ referred to in the charges register or their conveyancer. (Standard Form P)".

5.5 Deposit of title deeds

Unless otherwise agreed with the Lender, the Borrower must deposit with the Lender all deeds and documents of title relating to the Mortgaged Property, or such deeds and documents of title shall be held subject to an undertaking by the Borrower's solicitors to the order of the Lender in a form acceptable to the Lender.

6 SECURITIES

6.1 General

In this Clause:

Investments means:

- (a) all shares, stocks, debentures, bonds, partnership interests or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions);
- (b) any dividend or interest paid or payable in relation to any of the above; and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

6.2 Deposit

The Borrower must:

- (a) promptly deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment; and
- (b) promptly execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner or otherwise obtain a legal title to any Investment in accordance with Clause 8 (When Security Becomes Enforceable).

6.3 Changes to rights

The Borrower may not, without the prior consent of the Lender or as permitted under any other Finance Document, take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further Investments being issued.

6.4 Calls

- (a) The Borrower must pay all calls or other payments due and payable in respect of any Investment.
- (b) If the Borrower fails to do so, the Lender may pay the calls or other payments in respect of any Investment on behalf of that Borrower. That Borrower must promptly on request reimburse the Lender for any payment made by the Lender under this Clause.

6.5 Other obligations in respect of Investments

- (a) The Borrower must promptly copy to the Lender and comply with all requests for information which are within its knowledge and which are made under any law or regulation or by any listing or other authority, or subject to paragraph (b) below, any similar provision contained in any articles of association, by-laws or other constitutional document (a **Constitutional Request**) relating to any of the Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Borrower.
- (b) Prior to the occurrence of an Event of Default that is continuing, the Borrower shall not be obliged to provide the Lender with copies of any Constitutional Request made by an Obligor or a member of the group which relate to any of the Investments.
- (c) The Borrower must comply with all other conditions and obligations assumed by it in respect of any Investment.
- (d) The Lender is not obliged to:
 - (i) perform any obligation of the Borrower;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Borrower; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any investment.

6.6 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Borrower under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender will have the right while an Event of Default is continuing to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:

- (i) if the financial collateral is listed or traded on a recognised exchange, its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or
- (ii) in any other case, the value of the financial collateral will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

6.7 Voting rights

- (a) Until such time as the Lender makes a demand under paragraph (c) below:
 - (i) the voting rights, powers and other rights in respect of the Investments will be exercised:
 - (A) by the Borrower; or
 - (B) (if exercisable by the Lender) in any manner which the Borrower may direct the Lender in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any Investments in accordance with the Facility Agreement must be paid to an account designated by the Lender.
- (b) The Borrower must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of the Investments as permitted by this Deed on the direction of the Borrower.
- (c) While an Event of Default is continuing, the Lender may exercise or direct the exercise (in the name of the Borrower and without any further consent or authority on the part of the Borrower) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

7 RELEVANT CONTRACTS

7.1 Notices of assignment or charge

The Borrower must, at the request of the Lender:

- (a) in respect of each Relevant Contract that the Borrower is party on the date of this Deed, promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Relevant Contracts), on each counterparty to that Relevant Contract;
- (b) in respect of each Relevant Contract that the Borrower is party following the date of this Deed, promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Relevant Contracts), on each counterparty to that Relevant Contract; and
- (c) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Relevant Contracts).

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Event of Default

This Security will become immediately enforceable following the occurrence of an Event of Default which is continuing.

8.2 Discretion

While an Event of Default is continuing, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

8.3 Statutory powers

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 while an Event of Default is continuing.

9 ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) 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.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender at any time while an Event of Default is continuing to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

9.2 No liability as mortgagee in possession

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

9.3 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

9.4 Protection of third parties

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

- (a) At any time while an Event of Default is continuing, the Lender may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) 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 Borrower.
- (b) The Borrower must pay to the Lender, promptly on demand, 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.

9.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents 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 or other account selected by it.

10 RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) an Event of Default is continuing; or
 - (ii) the Borrower so requests the Lender in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) 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 Part 1A of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

10.2 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.

10.3 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.

10.4 Agent of the Borrower

- (a) A Receiver will be deemed to be the agent of the Borrower 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 Borrower alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Lender will not incur any liability (either to the Borrower or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may while an Event of Default is continuing be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11 POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes:
 - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of the Borrower in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Borrower.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Borrower.

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Borrower or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Borrower and transfer to that Subsidiary any Security Asset.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the Borrower.

11.14 Protection of assets

A Receiver may;

- (a) effect any repair or insurance and do any other act which the Borrower might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation;
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation; and
- (d) take (or refrain from taking) any action required to comply with the Borrower's obligations under any Transaction Document or Relevant Contract,

in each case as he/she thinks fit.

11.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Borrower for any of the above purposes.

12 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Deed will be held and applied in accordance with the Facility Agreement.

13 EXPENSES AND INDEMNITY

The Borrower shall, promptly, and in any event, within five Business Days of demand, pay to the Lender the amount of all costs and expenses, (including legal fees) incurred by the Lender in connection with the realisation, enforcement (or attempted enforcement in accordance with the Finance Documents) of, or the preservation (or attempted preservation in accordance with the Finance Documents) of any rights under this Deed and with any proceedings instituted by or against the Lender as a consequence of the Lender entering into this Deed, taking or holding the Transaction Security, or enforcing those rights.

14 DELEGATION

14.1 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.

14.2 Terms

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

14.3 Liability

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

15 FURTHER ASSURANCES

The Borrower must, at its own expense, take whatever reasonable action the Lender or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, 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 any Security Asset and in accordance with the Finance Documents.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

in accordance with the Finance Documents and which, in any such case, the Lender may think expedient and in such form as the Lender may require (acting reasonably).

16 POWER OF ATTORNEY

The Borrower, by way of security for the obligations of the Borrower under this Deed, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which it is obliged (but has failed) to take under this Deed. The Borrower ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

17 MISCELLANEOUS

17.1 Covenant to pay

The Borrower must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

17.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

17.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Borrower.
- (b) If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

- (c) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

17.4 Time deposits

Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account the Borrower has with the Lender within the Security Period when:

- (a) an Event of Default is continuing; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

17.5 Notice to Borrower of assignment – Relevant Contracts

This Deed constitutes:

- (a) notice in writing to the Borrower of any charge over, assignment of or other Security over another party's rights in respect of a Relevant Contract which is created under this Deed and which the Borrower may be a counterparty to; and
- (b) an acknowledgement in writing from the Borrower which is a counterparty to any Relevant Contract described in paragraph (a) above of any charge, assignment or Security over the Borrower's rights in respect of that Relevant Contract.

18 RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of the Borrower, take whatever action is necessary to release and/or reassign (as applicable) its Security Assets from this Security.

19 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

20 ENFORCEMENT

- 20.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a Dispute).
- 20.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 20.3 To the extent permitted by law, this Clause is for the benefit of the Finance Parties only. As a result:
 - (a) the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (b) to the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

REAL PROPERTY

Property description	Title number	Interest
189 FULHAM PALACE ROAD, HAMMERSMITH W6 8Q	267034	Freehold
794 FULHAM ROAD, LONDON, SW6 5SL	NGL427589	Freehold
102 CHURCHFIELD ROAD, ACTON, W3 6DH	MX254567	Freehold

SCHEDULE 2

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Date:

Re: [property details]

Security Agreement dated 2023 between LIONSGATE HOLDINGS LIMITED
[Borrower]
and INDUSTRIAL BANK OF KOREA (the Security Agreement)

We refer to the lease dated [] and made between [] and [] (the Lease).

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to INDUSTRIAL BANK OF KOREA (as agent and trustee for the Secured Parties as referred to in the Security Agreement, the Lender) all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the lease to the account held at HSBC Bank, Account Name Industrial Bank of Korea, Account No. 4005 1567 024759, SWIFTMIDLGB22, IBAN No. GB75 MJDL 4005 1567 0247 59 (referred to in this notice as the Rent Account).

We will remain liable to perform all our obligations under the Lease and the Lender is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

The instructions in this letter apply until you receive notice from the Lender to the contrary (in circumstances where the Lender has confirmed to you that an Event of Default (as defined in the Facility Agreement (as defined in the Security Agreement)) is continuing and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to us, with a copy to the Lender at Leaf B 38th Floor, 25 Old Broad Street, Tower 42, EC2N 1HQ for the attention of Corporate Lending.

Yours faithfully,

.....
for and on behalf of
[Borrower]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [Borrower]

Copy: **INDUSTRIAL BANK OF KOREA**
Leaf B, 38th Floor
25 Old Broad Street
Tower 42
London EC2N 1HQ

Attention: [•]

[Date]

Re: [property details]

Security Agreement dated 2023 between LIONSGATE HOLDINGS LIMITED
and INDUSTRIAL BANK OF KOREA (the Security Agreement)

We confirm receipt from LIONSGATE HOLDINGS LIMITED (the Borrower) of a notice dated (the Notice) in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Borrower under or in respect of the Lease (as defined in the Notice);
- (b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (c) must continue to pay those moneys into the Rent Account until we receive the written instructions of the Lender to the contrary (in circumstances where the Lender has confirmed to us that an Event of Default (as defined in the Facility Agreement (as defined in the Security Agreement)) is continuing).

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised Signatory)
(Occupational Tenant)

SCHEDULE 3
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

[Date]

Security Agreement dated 2023 between, amongst others, [Borrower]
and INDUSTRIAL BANK OF KOREA (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned / charged by way of security to INDUSTRIAL BANK OF KOREA (the Lender) all our rights in respect of the insurance policy with policy number [] (the Contract).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that an Event of Default (as defined in the Facility Agreement (as defined in the Security Agreement)) is continuing. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs.

Please note that, except as permitted under the Facility Agreement (as defined in the Security Agreement) we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to us, with a copy to the Lender at 34th Floor, 25 Canada Square, Canary Wharf, London E14 5LB for the attention of Head of Servicing.

Yours faithfully,

.....
(Authorised signatory)

Name:

LIONSGATE HOLDINGS LIMITED

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: **LIONSGATE HOLDINGS LIMITED**
117 Jersey Road
London
England TW7 4QR

Copy: **INDUSTRIAL BANK OF KOREA**
Leaf B, 38th Floor
25 Old Broad Street
Tower 42
London EC2N 1HQ

Attention: Corporate Lending

Date:

Security Agreement dated 2022 between, amongst others, [Borrower]
and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from you of a notice dated [●] (the Notice) of an assignment / a charge on the terms of the Security Agreement of all the Borrower's rights in respect of [insert details of the Relevant Contract] (the Contract).

We confirm that we:

- (a) will pay all sums due, and give notices, under the Contract as directed in the Notice; and
- (b) have not received notice of the interests of any third party in the Contract.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)

Name:

[Counterparty]

SIGNATORIES

BORROWER

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

)
)
)


Director
Name: Adel Salama

)
)
)


Director
Name: Mary Salama

LENDER

INDUSTRIAL BANK OF KOREA

By:

Authorised Signatory

Name:

Position:

SIGNATORIES

BORROWER

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

)
)
)

Director
Name: Adot Salama

)
)
)

Director
Name: Mary Salama

LENDER

INDUSTRIAL BANK OF KOREA

By: 

Authorised Signatory

Name: Dongwha Shin

Position: General Manager

 **IBK** Industrial
Bank of Korea
London Branch
Flat 8 38th Floor, Tower 42,
Old Broad Street, London EC2M 1HQ
Tel 020 7256 8900 Fax 020 7374 2693 SWIFT: IBKOK333
Licensed & Regulated by the Financial Services Authority