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\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[Handwritten signature]

3468246

Name of company

\* LIONSGATE (H) INVESTMENT LIMITED

Date of creation of the charge

21 DECEMBER 1998

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

FIXED CHARGE (the "Fixed Charge") between Lionsgate (H) Investment Limited (the "Chargor") and Credit Suisse First Boston (the "Lender").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) owed by the Chargor and/or Lionsgate Properties Limited to the Lender or any of them on any account whatsoever (the "Secured Obligations").

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

Credit Suisse First Boston  
Five Cabot Square  
London  
E14 4QR

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

Trowers & Hamblins  
Sceptre Court  
40 Tower Hill  
London  
EC3N 4DX

APR.LEC02/84394

Time critical reference

For official use  
Mortgage Section

Post room



The Chargor, with full title guarantee, as security for the payment of all Secured Obligations charges in favour of the Lender:

a) by way of a first fixed legal mortgage subordinated to the Prior Charges all the property referred to in Schedule 1 to the Fixed Charge (a copy of which is attached to this Form 395 at Appendix A) together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants;

b) By way of first fixed charge subordinated to the Prior Charges:

(i) all plant machinery (except for Fixtures referred to in (a) above) now or in the future owned by the Chargor and its interest in any plant and machinery in its possession which form part of or are operated by the Chargor on the Mortgaged Property;

(ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;

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Particulars as to commission allowance or discount (note 3)

Signed

*Travers + Haulins*

Date

*31.12.98*

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

† delete as  
appropriate

## NOTES

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

(iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the assets, rights and property of the Chargor mortgaged or charged or assigned pursuant to the terms of the Fixed Charge including, without limitation, the Mortgaged Property (the "Security Assets") and the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(iv) if and in so far as the legal mortgage set forth in paragraph a) above or the assignments set out in paragraph c) below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses.

c) The Chargor, with full title guarantee, as security for the payment of the Secured Obligations and subject to the Prior Charges assigns to the Lender all of its rights, title and interest in and to:

i) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Occupational Leases and by all guarantors and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Occupational Leases (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);

ii) all agreements now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith) and including any development agreements, contracts or warranties in relation to the Security Assets the benefit of which is or will be vested in the Chargor (so far as such are assignable).

d) The Chargor shall not create or permit to subsist any mortgage, pledge, lien, charge, assignment, hypothecation or security interest, or any other agreement or arrangement having the effect of conferring a security on any of its assets save as permitted under Clause 19.9 (Negative Pledge) of the Agreement.

e) The Chargor shall not sell, transfer, grant or lease or otherwise dispose of all or any part of its assets without the prior written consent of the Lender other than any disposal of plant and machinery charged pursuant to paragraph b(i) above for the purposes of improvement and replacement or as permitted under the Agreement.

In this Form 395,

"Agreement" means the Loan Facility Agreement of even date with the Fixed Charge made between Lionsgate Properties Limited, the Lender and the Chargor.

"Fixtures" means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Chargor.

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority and on behalf of the Chargor in connection with the Mortgaged Property or (to the extent of such interest) in which the Chargor has an interest.

"Mortgaged Property" means the freehold and leasehold property more particularly described in Appendix A.

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

"Prior Charges" means a first priority fixed charge or legal mortgage over any Mortgaged Property and related rights and assets given by the Chargor to Bayerische Hypo-und Vereinsbank Aktiengesellschaft, London branch, pursuant to the Credit Facility Agreement dated 28 January 1998 as amended and restated by a Restatement Agreement dated 17 December 1998 between Lionsgate (H) Limited as borrower, Lionsgate (H) Trading Limited and the Chargor as guarantors and Bayerische Hypo-und Vereinsbank Aktiengesellschaft, London branch, as bank together with the Finance Documents (as defined therein).

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## APPENDIX A

1. The Hersham Green Shopping Centre  
Hersham  
Surrey.
2. The Chilterns Shopping Centre  
Frogmoor  
High Wycombe  
Buckinghamshire.  
  
and  
  
1/2 and 3/4 Queen Square  
High Wycombe  
Buckinghamshire.
3. The Park Farm Centre Birchover Way  
and Land lying to south of Birchover Way  
Allestree  
Derby.
4. The Leasehold Property known as Manchester International Office Centre (formerly Renold House) lying to the east of Styal Road Manchester more particular described in the lease dated 18th January 1982 and made between (1) The Counsel of the City of Manchester and (2) BILL Group Pension Trust Ltd.
5. The Leasehold Property known as land and buildings on the east side of Robinson Way Portsmouth (also known as Anchorage Park, Portsmouth) more particularly described in an Underlease dated 9th December 1988 and made between (1) Wilson Connolly Investments Limited (2) Helical Properties (RS) Limited and (3) Helical Bar Plc.

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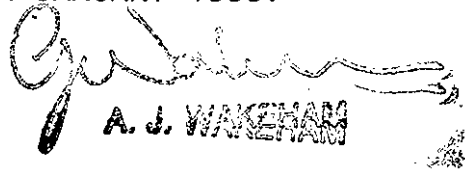
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03468246

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 21st DECEMBER 1998 AND CREATED BY LIONSGATE (H) INVESTMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR LIONSGATE PROPERTIES LIMITED TO CREDIT SUISSE FIRST BOSTON ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st DECEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 1999.

  
A. J. WAKEHAM

for the Registrar of Companies



COMPANIES HOUSE