

032509 / 1.23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01**Particulars of a charge****Companies House**

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument Use form MR08



A25 *A5LK4YBC* #256
10/12/2016
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 9 1 3 8 0 9 0 /
Company name in full NYSM2 Productions Limited (as "Chargor")
✓



→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 8 / m 1 2 / y 2 0 1 6 /

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JPMorgan Chase Bank, N A (as "Security Agent")
/

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Morgan, Lewis & Bockius UK LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Nia Statham
Company name	Morgan, Lewis & Bockius UK LLP
Address	Condor House
5-10 St Paul's Churchyard	
Post town	London
County/Region	
Postcode	E C 4 M 8 A L
Country	United Kingdom
DX	
Telephone	+44 (0)20 3201 5411



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9138090

Charge code: 0913 8090 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2016 and created by NYSM2 PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2016

Q

Given at Companies House, Cardiff on 15th December 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Dated 8 December 2016

Each party listed in Schedule 1
each a **Chargor**

and

JPMORGAN CHASE BANK, N.A
as **Security Agent**

DEBENTURE

Morgan Lewis

Condor House
5-10 St Paul's Churchyard
London EC4M 8AL
www.morganlewis.com

Certified a true and complete copy of the original
This 8 day of December 2016

Morgan Lewis & Bockius UK LLP
Registered Partnership No OC378797
SRA Authorisation No 615176

Ref Morgan, Lewis & Bockius UK LLP

CONTENTS

		PAGE
1	DEFINITIONS AND INTERPRETATION	1
2	FIXED CHARGE, ASSIGNMENT AND FLOATING CHARGE	5
3	FURTHER ASSURANCE	7
4	NEGATIVE PLEDGE AND DISPOSALS	8
5	SHARES	8
6	INVESTMENT PROPERTY	9
7	INTELLECTUAL PROPERTY	9
8	REAL PROPERTY	9
9	SPECIFIC CONTRACTS	10
10	ENFORCEMENT OF SECURITY	10
11	EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925	11
12	APPOINTMENT OF RECEIVER OR ADMINISTRATOR	11
13	POWERS OF RECEIVER	12
14	APPLICATION OF PROCEEDS	13
15	PROTECTION OF PURCHASERS	13
16	POWER OF ATTORNEY	13
17	SECURITY AGENT AS TRUSTEE	14
18	EFFECTIVENESS OF SECURITY	15
19	RELEASE OF SECURITY	17
20	SET-OFF	18
21	SUBSEQUENT SECURITY INTERESTS	18
22	ASSIGNMENT	18
23	NOTICES	18
24	DISCRETION AND DELEGATION	19
25	COUNTERPARTS	19
26	GOVERNING LAW	19
27	JURISDICTION	19
28	CONFLICTS AND GUILDS	20
SCHEDULE 1	CHARGORS	22
SCHEDULE 2	SHARES	23
SCHEDULE 3	FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT	24
SCHEDULE 4	FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF SPECIFIC CONTRACT	26

THIS DEBENTURE is dated 8 December 2016 and made between

Each Party listed in Schedule 1 (each, a "Chargor"), and

JPMorgan Chase Bank, N.A., a national banking association as administrative agent and trustee for the Secured Parties (the "Security Agent") which expression shall include any person for the time being appointed as administrative agent for the purpose of, and in accordance with, the Credit Agreement

BACKGROUND

- (1) The Chargors and the Security Agent (among others) have entered into the Credit Agreement (as defined below)
- (2) Each Chargor is entering into this Debenture in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Obligations

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, words and expressions shall (unless otherwise expressly defined in this Debenture) have the meaning given to them in the Credit Agreement, and

"Account" means any account (other than any Account which constitutes an Excluded Asset) opened or maintained by a Chargor with any bank or financial institution or any other person, (and any subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration issued by the relevant Governmental Authority.

"Book Debts" means all book and other debts of any nature, and all other rights to receive money, now or in the future due, owing or payable to a Chargor and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind

"Charged Property" means all the assets and undertaking of each Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture (and references to the Charged Property shall include references to any part of it), other than the Excluded Assets. For the avoidance of doubt and notwithstanding anything in this Debenture to the contrary, no Excluded Assets will be charged or assigned pursuant hereto

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law

"Credit Agreement" means the Credit and Guarantee Agreement dated on or about the date of this Debenture between, among others, Lions Gate Entertainment Corp, the guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank N A, as administrative agent for the Lenders

"Equity Interests" means shares of the capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person or any warrants, options or other rights to acquire such interests

"Investment Property" means

- (a) all present and future stocks, shares, loan capital, debentures, bonds, investments, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held legally or beneficially, directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearing system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearing system), provided that such Investment Property shall not include Excluded Assets

"License Agreement" means (i) any and all agreements entered into by a Chargor pursuant to which such Credit Party has purchased, leased, licensed or otherwise acquired production rights, distribution rights or other exploitation rights to any item of Product from any Person and (ii) any and all agreements hereafter entered into by a Chargor pursuant to which such Chargor purchases, leases, licenses or otherwise acquires production rights, distribution rights or other exploitation rights to any item of Product from any Person, including any Negative Pick-Up Obligation or Program Acquisition Guarantee

"Real Property" means

- (a) any freehold, leasehold or immovable property,
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and
- (c) all Related Rights in respect of any Real Property described in paragraphs (a) and (b) above

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any permitted appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of all or any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

"Secured Parties" means the collective reference to the Administrative Agent, the Lenders and any other Person to which Obligations, as applicable are owed

"Security" 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 Debenture and ending pursuant to Clause 19 (*Release of Security*)

"Shares" means, in respect of each Chargor listed in Column A of the table in Schedule 2, all the issued and outstanding shares in the capital of the entities listed adjacent to such Chargor in Column B of Schedule 2 held by, to the order of or on behalf of such Chargor at any time and any Related Rights together with all shares, warrants, options and other rights to subscribe or acquire any of the shares owned or held by such Chargor from time to time, together with any Related Rights, provided that such Shares shall not include any Excluded Assets

"Specific Contracts" means, in respect of a Chargor

- (a) each License Agreement, and
- (b) each Distribution Agreement,

to which such Chargor is such a party, but in each case to the extent not constituting Excluded Assets

"Tangible Moveable Property" means, in respect of a Chargor, any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of that Chargor's stock in trade or work in progress) and all Related Rights, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, magnetic tapes and other digital or electronic storage media, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims and any and all other physical properties of every kind and nature relating to any item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product

12 Interpretation

- (a) In this Debenture any reference to
 - (i) "assets" includes present and future properties, revenues, rights and other assets of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category),
 - (ii) "this Debenture" includes the Recitals and Schedules which form part of this Debenture for all purposes,
 - (iii) a "disposal" includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly),
 - (iv) any "Fundamental Document" or other document is to that Fundamental Document or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate),
 - (v) the masculine, feminine or neuter gender respectively includes the other genders and the singular includes the plural (and vice versa),
 - (vi) a "guarantee" means

- (1) any guarantee, letter of credit, bond, indemnity, third party Security or other legally binding assurance against loss, or
- (2) any obligation, direct or indirect, actual or contingent, to purchase or assume any Indebtedness of any person, to make an investment in or loan to any person or to purchase assets from any person where, in each case, that obligation is assumed in order to maintain or assist the ability of that person to meet its Indebtedness,

and the amount of any guarantee shall be deemed to be an amount equal to (x) the stated or determinable amount of the primary obligation in respect of which such guarantee is made (or, if the amount of such primary obligation is not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming the relevant Person is required to perform thereunder)) or (y) the stated maximum liability under such guarantee, whichever is less,

- (vii) "**including**" means "**including without limitation**" (with related words being construed accordingly), "**in particular**" means "**in particular but without limitation**" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things,
- (viii) a "**person**" includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them and any reference to a "**party**" or other particular person includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests,
- (ix) a provision of law is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time,
- (x) a "**Recital**" is to a statement made under the heading "**Background**" above, any reference to a "**Clause**" or to a "**Schedule**" is to a clause of or a schedule to this Debenture (as the case may be),
- (xi) a "**regulation**" includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law but if not having the force of law, being of a type with which persons to whom it is directed are expected and accustomed to comply) of any Governmental Authority,
- (xii) a "**right**" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category),
- (xiii) notwithstanding any contrary provision in this Debenture or any other Fundamental Document, the Charged Property shall not include any Excluded Assets, and
- (xiv) the "**Security Agent**", the "**Lender**", any "**Chargor**", the "**Secured Parties**" or any other person shall be construed so as to include its or their (and any

subsequent) successors and any permitted assignees and transferees in accordance with their respective interests

- (b) The index and Clause and Schedule headings are for ease of reference only
- (c) An Event of Default is "continuing" if it has not been remedied or waived in writing in accordance with the terms of the Credit Agreement

1 3 Third party rights

Other than as provided pursuant to Clause 28 2 (*Guilds*), a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture

1 4 Disposition of Real Property

The terms of the other Fundamental Documents and of any side letters between the parties in relation to the Fundamental Documents are incorporated into each Fundamental Document to the extent required for any purported disposition of the Real Property contained in any Fundamental Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 Designation

This Debenture is a Fundamental Document for the purposes of the Credit Agreement

2 FIXED CHARGE, ASSIGNMENT AND FLOATING CHARGE

2 1 Fixed charge

As continuing Security for the payment and discharge of the Obligations, each Chargor, in favour of the Security Agent for the benefit of the Secured Parties

- (a) charges by way of fixed equitable charge all Real Property now owned by it and all Real Property acquired by it after the date of this Debenture (in each case other than any Real Property that constitutes an Excluded Asset), and
- (b) charges by way of fixed charge all its rights, title and interest from time to time in and to
 - (i) the Tangible Moveable Property in so far as it is not charged under paragraph (a) above,
 - (ii) the Intellectual Property;
 - (iii) all its present and future goodwill and rights in relation to its uncalled capital,
 - (iv) the Investment Property,
 - (v) to the extent not otherwise charged or assigned in this Debenture, the benefit of all licences, consents, agreements and Authorisations held or used in connection with its business or any of the Charged Property, and
 - (vi) the Shares,

in each case to the extent the foregoing assets are not Excluded Assets

Notwithstanding anything to the contrary in this Debenture, the existence of a fixed equitable charge or a fixed charge on any Charged Property shall not prohibit any Chargor from using, selling, leasing or disposing of such Charged Property in any transaction not prohibited by Clause 4 2 (*No disposal of interests*)

2 2 Assignment

Subject to the Permitted Liens, each Chargor assigns absolutely all its rights, title and interest from time to time in and to the Specific Contracts, to the extent not constituting Excluded Assets

2 3 Floating charge

- (a) Each Chargor charges in favour of the Security Agent as continuing Security for the payment and discharge of the Obligations by way of floating charge all its present and future assets, property, rights and undertaking, including Book Debts and Accounts, and those of its assets, property, rights and undertaking which are not effectively charged by way of fixed charge or assigned under Clauses 2 1 (*Fixed Charge*) and 2 2 (*Assignment*) respectively, other than, for all purposes of this paragraph (a), any Excluded Assets
- (b) The floating charge created by sub-Clause 2 3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by each Chargor under the Fundamental Documents in favour of the Security Agent as trustee for the Secured Parties as Security for the Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 2 3 (*Floating charge*)

2 4 Crystallisation of floating charge

(a) Notice

Subject to Clause 10 4 (*Effect of moratorium*) the Security Agent may at any time during the Security Period by notice in writing to a Chargor convert the floating charge created by Clause 2 3 (*Floating charge*) with immediate effect into a fixed charge as regards any of that Chargor's assets specified in the notice if an Event of Default has occurred and is continuing

(b) Automatic

Subject to Clause 10 4 (*Effect of moratorium*), the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (i) a Chargor creates any Security (other than any Security created hereby or permitted under the Credit Agreement and other than Permitted Liens) over all or any part of the Charged Property,
- (ii) an Event of Default as described in section 8 1(e) or 8 1(f) of the Credit Agreement occurs and is continuing, or
- (iii) a Chargor disposes of, all or any material part of the Charged Property (other than as permitted under the Credit Agreement)

2 5 Quiet Enjoyment

The Security Agent (on behalf of the Secured Parties) acknowledges and agrees that the Security created by this Debenture is subject to the rights of Quiet Enjoyment (as defined below) of parties (which are not Affiliates of a Chargor) to Distribution Agreements, whether existing on the date hereof or hereafter executed. For the purpose hereof, "Quiet Enjoyment" shall mean in connection with the rights of a licensee (which is not an Affiliate of a Chargor) under a Distribution Agreement, the Security Agent's agreement (on behalf of the Secured Parties) that its rights under this Debenture and in the Charged Property are subject to the rights of such licensee to distribute, exhibit and/or to exploit the item of Product licensed to such licensee under such Distribution Agreement, and to receive prints or tapes or have access to preprint material or master tapes in connection therewith and that even if any Secured Party shall become the owner of the Charged Property for any reason, such Secured Party's ownership rights shall be subject to the rights of such licensees under such Distribution Agreements, provided, however, that no default under the relevant Distribution Agreement shall be continuing which would entitle the licensor to terminate such Distribution Agreement. The Security Agent agrees that, upon the reasonable request of a Chargor, it will provide written confirmation (in form reasonably acceptable to the Security Agent) of such rights of Quiet Enjoyment to licensees under the Distribution Agreements. None of the foregoing constitutes an agreement by any Secured Party to the granting of any Lien to any person under any Distribution Agreement, except as otherwise permitted under the Credit Agreement.

3 FURTHER ASSURANCE

3 1 General

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 3 1(b) below
- (b) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
 - (i) to perfect the Security created or intended to be created in respect of the Charged Property or for the exercise of the Collateral Rights, and
 - (ii) upon the occurrence and continuation of an Event of Default, to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent

3 2 Implied covenants for title

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 provided that, notwithstanding the language thereof, neither (a) any Permitted Lien nor (b) any circumstances which would not reasonably be expected to result in a Material Adverse Effect shall be considered a breach or violation of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 for purposes hereof.

3 3 Nature of security

The Security created under this Debenture is created with full title guarantee, (a) excluding any Permitted Liens, and (b) except to the extent that any failure to have good title would

not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect

3 4 Legal and beneficial ownership

Each Chargor has good and valid rights in or the power to grant Security in the Charged Property over which it purports to grant Security under this Debenture, except where the failure to have such rights and title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, free and clear of any Security except for Security permitted under Clause 4 1 (*Negative Pledge*)

4 NEGATIVE PLEDGE AND DISPOSALS

4 1 Negative pledge

Other than the Security created pursuant to this Debenture and the Permitted Liens, a Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over all or any part of the Charged Property

4 2 No disposal of interests

Each Chargor undertakes that it shall not at any time during the Security Period sell, lease or otherwise dispose of the Charged Property, except for such dispositions and other transactions permitted pursuant to the Credit Agreement

5 SHARES

5 1 Delivery of share certificates

Each Chargor shall on request of the Security Agent

- (a) deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares held by it, and stock transfer forms or other instruments of transfer (executed in blank by or on behalf of that Chargor and undated), and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities to that Chargor in respect of or derived from the Shares held by it, procure the delivery to the Security Agent of (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank on behalf of that Chargor and undated)

5 2 Shares: before Event of Default

Prior to the occurrence of an Event of Default which is continuing, each Chargor shall

- (a) be entitled to receive all dividends, interest and other moneys arising from the Shares, and
- (b) be entitled to exercise all voting rights in relation to the Shares

5 3 Shares: after Event of Default

Upon the occurrence of an Event of Default which is continuing, the Security Agent may, following notice from the Security Agent to a relevant Chargor, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor), or may direct the relevant Chargor (and the relevant Chargor shall, and

shall procure that it or its nominees shall, comply with such direction) to

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares,
- (b) pay all dividends, interest and other moneys arising from the Shares to the Security Agent for application in accordance with Clause 14 (*Application of proceeds*),
- (c) transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require, and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares,

in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property

6 INVESTMENT PROPERTY

6.1 Investments Property delivery of documents of title

After the occurrence of an Event of Default which is continuing, each Chargor shall, promptly on the request of the Security Agent, deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investment Property (other than Investment Property which is an Excluded Asset) and any certificates and other documents of title representing the Investment Property to which that Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting or improving its Security over the Investment Property or to registering any Investment Property in its name or the name of any nominee(s)

7 INTELLECTUAL PROPERTY

7.1 Acquisition

On or prior to the date on which the Borrower delivers its quarterly and annual reports as required by section 6.1(a) and 6.1(b) (*Financial Statements and Other Information*) of the Credit Agreement, each Chargor shall notify the Security Agent if it has become the legal and/or beneficial owner of or if it has acquired any registered Intellectual Property which constitutes Charged Property during the preceding fiscal quarter

7.2 Registration of Intellectual Property

Each Chargor shall, if requested by the Security Agent, promptly execute all such documents and do all acts that the Security Agent may reasonably require to assist the Security Agent in recording the interest of the Security Agent in any registers relating to any registered Intellectual Property

8 REAL PROPERTY

8.1 Further advances

- (a) Subject to the terms of the Credit Agreement each Lender is under an obligation to make further advances to the Borrower and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture

- (b) Each Chargor consents to an application being made to the HM Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Charged Property

9 SPECIFIC CONTRACTS

9 1 Notices of Assignment

After the occurrence of an Event of Default which is continuing, with respect to any Specific Contract, the relevant Chargor shall upon request from the Security Agent deliver a notice, substantially in the form set out in Schedule 3 (*Form of Notice of Assignment of Specific Contract*) or in such other form as may be satisfactory to the Security Agent, to the counterparty to each Specific Contract and shall use reasonable endeavours to ensure that the counterparty to such Specific Contract issues to the Security Agent a form of acknowledgment of notice substantially in the form set out in Schedule 4 (*Form of Acknowledgment of Assignment of Specific Contract*)

9 2 Specific Contracts

Subject to the terms of the Credit Agreement, while no Event of Default is continuing, each Chargor may exercise all its rights in respect of the Specific Contracts including receiving and exercising all rights relating to proceeds of those Specific Contracts

10 ENFORCEMENT OF SECURITY

10 1 Enforcement

Any time after the occurrence of an Event of Default which is continuing, the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion

- (a) enforce all or any part of the Security created by or pursuant to this Debenture (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property,
- (b) by notice to a Chargor, end that Chargor's right to possession of all or any Real Property forming part of the Charged Property, or
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or receivers

10 2 No Liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable, except, in each case, in the case of gross negligence or wilful misconduct on the part of that person

10 3 Right of appropriation

Any time after the Security created by this Debenture has become enforceable pursuant to Clause 10 1 (*Enforcement*), to the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder

constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (the "**Regulations**") the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investment Property (other than Investment Property which is an Excluded Asset), the market price of such Investment Property determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10 4 Effect of moratorium

The Security Agent may not appoint a Receiver and Clause 2 4(a) (Notice) shall not apply by reason only of a moratorium being obtained or any steps being taken to obtain a moratorium pursuant to Schedule 1A of the Insolvency Act 1986.

11 EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

11 1 Extension of powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Obligations shall be deemed due and payable for that purpose) on execution of this Debenture but, for the avoidance of doubt, may not be exercised until the Security under this Debenture has become enforceable pursuant to Clause 10 1 (*Enforcement*).

11 2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the occurrence of an Event of Default which is continuing.

11 3 Power of leasing

The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default which is continuing and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the Law of Property Act 1925.

12 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12 1 Appointment and removal

Upon the Security created by or pursuant to this Debenture becoming enforceable in accordance with Clause 10 1 (*Enforcement*) the Security Agent may by deed or otherwise immediately or at any time thereafter without prior notice to any Chargor

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property,
- (b) appoint two or more Receivers of separate parts of the Charged Property,
- (c) remove (so far as it is lawfully able) any Receiver so appointed,
- (d) appoint another person(s) as an additional or replacement Receiver(s), or
- (e) appoint one or more persons to be an administrator of a Chargor

12 2 Capacity of receivers

Each person appointed to be a Receiver pursuant to Clause 12 1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by section 109(6) of the Law of Property Act 1925)

12 3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property

13 POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor in respect of which the relevant Receiver is a receiver) have and be entitled to exercise, in relation to the Charged Property (and any assets of that Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of that Chargor or in his own name and, in each case, at the cost of that Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which that Chargor itself could do or omit to do, and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of that Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on

or vested in him or (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of that Chargor forming part of, or which when got in would be, the Charged Property

14 APPLICATION OF PROCEEDS

All amounts received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Security Agent or the Receiver, the payment of the Security Agent or the Receiver's remuneration and the discharge of any liabilities incurred by the Security Agent or the Receiver in, or incidental to, the exercise of any of the Security Agent or the Receiver's powers, and thereafter shall be applied by the Security Agent in accordance with section 2 9(c) of the Credit Agreement

15 PROTECTION OF PURCHASERS

15 1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property permitted hereunder, or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

15 2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings

16 POWER OF ATTORNEY

16 1 Appointment and powers

Each Chargor by way of Security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on it by this Debenture which it has failed to carry out, and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after the occurrence and continuation of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property)

16 2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney appointed in accordance with Clause 16 1 (*Appointment and powers*) in the exercise or purported exercise of all or any of his powers

16 3 Effectiveness

The Security Agent and any Receiver shall not use the power of attorney constituted by this Clause 16 (*Power of Attorney*) unless an Event of Default has occurred and is continuing

17 SECURITY AGENT AS TRUSTEE

The Security Agent is party to this Debenture in its capacity as administrative agent and trustee for and on behalf of itself and the Secured Parties pursuant to the terms and conditions of the Credit Agreement. The terms and conditions of the Credit Agreement which apply to the Administrative Agent under that agreement also apply to it as Security Agent under this Debenture

17 1 Declaration of Trust

The Security Agent declares that it shall hold the Charged Property on trust for those entities which are from time to time Secured Parties, to the extent that such Security purports to secure the Obligations

17 2 Rights

The Security Agent may rely on, exercise and be protected by the discretions, protections, powers and rights conferred on trustees, mortgagees or receivers under the Act, the Trustee Acts 1925 and 2000 (the Trustee Acts) and the Insolvency Act 1986

17 3 Duties

Except in relation to any loss, cost, damage, liability or expense caused to any Chargor by the Security Agent's gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction, provided that, in no event shall they be liable for any punitive or exemplary damages. Each of the parties to this Debenture agrees that the Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Debenture or any other Fundamental Document (and no others shall be implied)

17 4 Conflicts

Except in relation to any loss, cost, damage, liability or expense caused to any Chargor by the Security Agent's gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction, provided that, in no event shall they be liable for any punitive or exemplary damages. Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Acts and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of that Act

17 5 Resignation and Replacement

Any resignation or replacement of the Security Agent or any appointment of a successor to the Security Agent shall take effect in accordance with the provisions of the Credit Agreement save that no resignation of the Security Agent as trustee hereunder shall take effect unless at least one other trustee has been appointed

18 EFFECTIVENESS OF SECURITY

18.1 Continuing Security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing Security for the Obligations until the end of the Security Period
- (b) No part of the Security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the Obligations

18.2 Cumulative rights

The Security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the Security created by or pursuant to this Debenture.

18.3 No prejudice

The Security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

18.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

18.5 No liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

18.6 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

18.7 Waiver of Defences

The obligations of each Chargor under this Debenture and the Collateral Rights will not be

affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Credit Party or other person,
- (b) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of a Credit Parties' group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Credit Party or any other person,
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Fundamental Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Fundamental Document or other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Fundamental Document or any other document or Security; or
- (g) any insolvency or similar proceedings

18 8 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from a Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Fundamental Document to the contrary.

18 9 Deferral of Rights

Prior to the termination of this Debenture, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture

- (a) to be indemnified by any Credit Party,
- (b) to claim any contribution from any guarantor of any Credit Party's obligations under this Debenture,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Fundamental Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Party,
- (d) to exercise any right of set-off against any Credit Party, and/or

- (e) to claim or prove as a creditor of any Credit Party in competition with any Secured Party

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Credit Parties under or in connection with the Fundamental Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 14 (*Application of proceeds*)

19 RELEASE OF SECURITY

19.1 Redemption of Security

- (a) Subject to Clause 19.2 (*Avoidance of payments*), on the Termination Date the Charged Property shall be released from the Security created hereby, and this Debenture and all obligations (other than those expressly stated to survive such termination) of the Security Agent and each Chargor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Charged Property shall revert to the Chargors.
- (b) The Security on the Charged Property securing the Obligations will be automatically released, in full or in part, as applicable
 - (i) in respect of any Charged Property owned by a Chargor whose Guarantee is released pursuant to section 9.6 (*Release of Guarantees*) of the Credit Agreement, upon the release of such Guarantee of such Chargor pursuant to section 9.6 of the Credit Agreement,
 - (ii) with the consent of the requisite Lenders in accordance with the provisions of the Credit Agreement, and
 - (iii) in connection with any Asset Sale, transfer or other disposition of Charged Property to any Person other than the Borrower or any Guarantor (but excluding any transaction subject to section 7.6 of the Credit Agreement where the recipient is required to become the obligor on the Obligations or a Guarantor) that is permitted under the Credit Agreement (with respect to the Security on such Charged Property)
- (c) In connection with any such termination or release pursuant to this section 20.1 at the request and sole expense of any Chargor following any such termination or release, the Security Agent shall deliver to such Chargor the released Charged Property held by the Security Agent hereunder, and execute and deliver to such Chargor such documents as such Chargor shall reasonably request to evidence such termination or release

19.2 Avoidance of payments

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of the Chargors or any Security for those obligations) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liabilities of the Chargors and the Security created by the Chargors under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred, and

- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from the Chargors, as if the payment, discharge, avoidance or reduction had not occurred

20 SET-OFF

To the extent permitted by the Credit Agreement, after an Event of Default has occurred and is continuing, the Security Agent may set off any matured obligation due from the Chargors under the Fundamental Documents against any matured obligation owed by the Security Agent (whether in its capacity as trustee or otherwise) to the Chargors, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture, all payments thereafter by or on behalf of a Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Obligations as at the time when the Security Agent received such notice.

22 ASSIGNMENT

- (a) The Security Agent may assign and transfer all or any of its rights and obligations under this Debenture to any persons who become a successor Administrative Agent in accordance with section 10.10 (*Successor Administrative Agent*) of the Credit Agreement.
- (b) Subject to the terms of the Credit Agreement, the Security Agent shall be entitled to disclose such information concerning the Chargors and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any Applicable Law.
- (c) A Chargor may not assign or transfer all or any of its rights and obligations under this Debenture except in connection with a transaction permitted by the Credit Agreement.

23 NOTICES

23.1 Communications in writing

Each communication to be made under or in connection with this Debenture shall be made in accordance with section 11.1 (*Notices*) of the Credit Agreement.

23.2 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 the Debenture is set out beneath their execution block on the signature pages to this document.

23 3 English language

- (a) Any notice given under or in connection with this Debenture must be in English
- (b) All other documents provided under or in connection with this Debenture must be
 - (i) in English, or
 - (ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

24 DISCRETION AND DELEGATION

24 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Credit Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

24 2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

25 COUNTERPARTS

This Debenture may be executed 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 Debenture

26 GOVERNING LAW

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

27 JURISDICTION

27 1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or the consequences of its nullity or any disputes arising out of or in connection with any non-contractual obligations)

27 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

27.3 Exclusive Jurisdiction

This Clause 27 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 27.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

28 CONFLICTS AND GUILDS

28.1 Conflicts

Notwithstanding anything to the contrary contained in this Debenture, in the event of any conflict or inconsistency between the contractual provisions of this Debenture and the contractual provisions of the Credit Agreement, the contractual provisions of the Credit Agreement shall prevail.

28.2 Guilds

Notwithstanding anything to the contrary contained in this Debenture or otherwise, the liens, charges, and Security interests granted pursuant to this Debenture shall be subject and subordinate to any and all liens, charges or Security interests in favour of any guilds or unions (including, without limitation, the Screen Actors Guild, the American Federation of Television and Radio Artists, the Alliance of Canadian Cinema, Television and Radio Artists, the American Federation of Musicians, the Alliance Quebecoise des Techniciens de l'Image et du Son, the Directors Guild of America, the Directors Guild of America, the Directors Guild of Canada, the International Alliance of Theatrical Stage Employees, the National Association of Broadcast Employees and Technicians, the Union of British Columbia Performers, the Writers Guild of Canada, and the Writers Guild of America (each, a "Guild")) incurred pursuant to collective bargaining agreements therewith. The Security Agent and each of the other parties hereto hereby acknowledge and agree that each Guild is an express third party beneficiary of, and shall be entitled to rely on and enforce, this Clause 28.2 for the purposes of the Contracts (Rights of Third Parties) Act 1999.

28.3 Warner/Chappell

For clarification purposes only, it is understood and agreed that the charges and security interests in favour of the Administrative Agent created under this Debenture shall not include any rights transferred to Warner/Chappell Music, Inc ("Warner/Chappell") and its affiliates pursuant to (i) the Co-Publishing Agreement, dated April 5, 2013 and effective as of January 1, 2012, among Lions Gate Music Publishing LLC and Lions Gate Records, Inc and Warner/Chappell and its affiliated entities (but solely applicable to that portion of rights constituting Warner/Chappell's ownership share of such rights), or (ii) the Asset Purchase Agreement, dated April 5, 2013 and effective as of January 1, 2012, among Lions Gate Music Publishing LLC, Lions Gate Records, Inc, Summit Entertainment LLC and Warner/Chappell

28.4 Additional Chargors

Any Affiliate of the Borrower may become a party hereto as an additional Chargor (each such Affiliate of the Borrower, an "Additional Chargor") by executing and delivering a Joinder Agreement along with supplements to the schedules to this Debenture necessary to reflect additional Charged Property provided by the Additional Chargor. Upon the due execution and delivery of any Joinder Agreement to the Security Agent, notice of which is hereby waived by the Chargors, each such Additional Chargor shall be deemed a Chargor hereunder and shall be as fully a party hereto as if such Additional Chargor were an original signatory hereto

THIS DEBENTURE has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Schedule 1 **CHARGORS**

No	Entity name	Company number (or equivalent)	Registered address
1	Lions Gate International (UK) Limited	08936180	5th Floor 45 Mortimer Street London W1W 8HJ
2	Iniquity Productions Limited	09674824	45 Mortimer Street 5th Floor London United Kingdom W1W 8HJ
3	Lions Gate China (UK) Limited	09178183	45 Mortimer Street 5th Floor London 45 Mortimer Street 5th Floor London W1W 8HJ
4	Lions Gate Pictures International (UK) Limited	10129304	45 Mortimer Street London United Kingdom W1W 8HJ
5	NYSM2 Productions Limited	09138090	5th Floor 45 Mortimer Street London W1W 8HJ
6	RHO Productions Limited	09653387	45 Mortimer Street 5th Floor London United Kingdom W1W 8HJ
7	Lions Gate International Media Limited	10486810	5th Floor 45 Mortimer Street London United Kingdom W1W 8HJ

Schedule 2. **SHARES**

A Chargor	B Entity whose shares are being charged
Lions Gate International (UK) Limited	Lions Gate China (UK) Limited
	Lions Gate Pictures International (UK) Limited
	NYSM2 Productions Limited
	RHO Productions Limited
	Iniquity Productions Limited

Schedule 3 **FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT**

To [Counterparty to Specific Contract]

Date [•]

Dear Sirs,

We hereby give you notice that we have assigned to JPMorgan Chase Bank, N A (the "**Security Agent**") pursuant to a Debenture entered into by us in favour of the Security Agent dated [] (the "**Debenture**") all our rights, title and interest in and to [details of contract] (the "**Contract**") including all moneys which may be payable in respect of the Contract

We notify you that an Event of Default has occurred and is continuing and that from the date hereof

1 all payments by you to us under or arising out from the Contract should be made as follows

If by wire transfer, to [insert name and wire instructions for the bank at which the applicable collection account is maintained]

For deposit in: [insert name and number of applicable collection account]

If by cheque delivered by mail or hand delivery, to [applicable collection account address]

Attn.:

For deposit in [insert name and number of applicable collection account],

- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent (provided that the Security Agent shall have no greater rights under this notice than we have under the Contract),
- 3 all rights to compel performance of the Contract are exercisable by the Security Agent although we remain liable to perform all the obligations assumed by it under the Contract,
- 4 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent to the exclusion of us and no changes have been made to the terms of the Contract otherwise than as provided for in the Credit Agreement (as defined in the Debenture),
- 5 the Security Agent has the right to modify the payment arrangements under the Specific Contract with respect to amounts payable by you; and
- 6 you are authorised and irrevocably instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Security Agent

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at

JPMorgan Chase Bank, N A ,
2029 Century Park East,
38th Floor, Los Angeles, CA 90067,
Attention David Shaheen
Facsimile (310) 860-7260

Yours faithfully,
for and on behalf of

[Insert details of Chargor]

Schedule 4 **FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF SPECIFIC CONTRACT**

[On letterhead of the counterparty]

[Date]

JPMorgan Chase Bank, N A (the "Security Agent")
2029 Century Park East,
38th Floor, Los Angeles, CA 90067,
Attention David Shaheen
Facsimile (310) 860-7260

Dear Sirs,

[Insert name of Chargor] (the "Chargor")

- 1 We refer to the notice dated [●], received from the Chargor with respect to the assignment which it has granted to you over the Contract (the "Notice")
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice
- 3 We confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract
- 4 We confirm that we will comply with the terms of the Notice and that no amendment, waiver or release of any of such rights, interests and benefits arising under the Contract shall be effective without your prior written consent, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect your interests
- 5 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by facsimile to you at number [●] or by post at the address at the top of this letter, in both cases marked for the attention of [●]

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

Yours faithfully

...

for and on behalf of
[Counterparty]

Chargor

By MEY

DIRECTOR

Signature of witness

Address of witness (print)

Notice details

Email wlevin@lionsgate.com, jgladstone@lionsgate.com

Executed as a Deed by Iniquity Productions Limited, acting by a director

By 

DIRECTOR

Signature of witness

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	wlevin@lionsgate.com , jgladstone@lionsgate.com

Chargor

**Executed as a Deed by Lions Gate China (UK)
Limited, acting by a director**


By _____

ZYGMUNT JAN KAMASA
Print name

DIRECTOR

In the presence of:


Signature of witness

ALICIA RIGBY
Name of witness (print)

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

**DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS**

Notice details

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	<u>wlevin@lionsgate.com, jgladstone@lionsgate.com</u>

Chargor


**Executed as a Deed by Lions Gate Pictures
International (UK) Limited, acting by a director**

By 

ZYGMUNT JAN KAMASA
Print name

DIRECTOR

In the presence of


Signature of witness

ALICIA RIGBY
Name of witness (print)

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

**DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS**

Notice details

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	<u>wlevin@lionsgate.com, jgladstone@lionsgate.com</u>

Chargor

**Executed as a Deed by NYSM2 Productions
Limited, acting by a director**


By _____

ZYGMUNT JAN KAMASA
Print name

DIRECTOR

In the presence of:


Signature of witness

ALICIA RIGBY
Name of witness (print)

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

**DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS**

Notice details

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	wlevin@lionsgate.com , jgladstone@lionsgate.com

Chargor

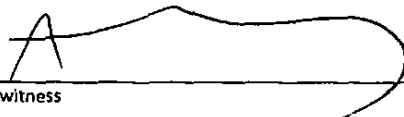
**Executed as a Deed by RHO Productions
Limited, acting by a director**


By _____

ZYGMUNT JAN KAMASA
Print name

DIRECTOR

In the presence of:


Signature of witness

ALICIA RIGBY
Name of witness (print)

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

**DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS**

Notice details

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	wlevin@lionsgate.com , jgladstone@lionsgate.com

Chargor

**Executed as a Deed by Lions Gate International
Media Limited, acting by a director**

By 

ZYGMUNT JAN KAMASA
Print name

DIRECTOR

In the presence of


Signature of witness

ALICIA RIGBY
Name of witness (print)

LAWYER (NEW ZEALAND)
Occupation of witness (print)

Address of witness (print)

**DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS**


Notice details

Attention	Wayne Levin and James Gladstone
Address	c/o Lions Gate Entertainment Inc 2700 Colorado Avenue Santa Monica, CA, 90404
Fax	310-452-8934
Email	wlevin@lionsgate.com , jgladstone@lionsgate.com

Security Agent

EXECUTED as a DEED by

JPMORGAN CHASE BANK, N.A.

By: 
Name AZISAIR STEVENSON
Title MANAGING DIRECTOR