As filed with the Securities and Exchange Commission on May 14, 2024

Registration No. 333-278849

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2
to
FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Lionsgate Studios Corp.

(Exact name of registrant as specified in its charter)

British Columbia, Canada	7812	N/A
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

250 Howe Street, 20th Floor
Vancouver, British Columbia V6C 3R8
and
2700 Colorado Avenue
Santa Monica, California 90404
(877) 848-3866
(Address, including zip code, and telephone number, including area code, of registrant's pr incipal executive offices)

Bruce Tobey
Executive Vice President and General Counsel
2700 Colorado Avenue
Santa Monica, California 90404
(877) 848-3866
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: From time to time after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: ☒

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant (the "Registrant") hereby amends this registration statement (the "Registration Statement") on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be issued until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and does not constitute the solicitation of an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 14, 2024

PRELIMINARY PROSPECTUS

Lionsgate Studios Corp.

26,207,557 Common Shares

This prospectus relates to the resale from time to time by the Selling Shareholders named in this prospectus or their permitted transferees (collectively, the "Selling Shareholders") of up to 26,207,557 common shares (the "Offering Shares"), without par value, of Lionsgate Studios Corp., a British Columbia company ("LG Studios" or "Pubco," a successor in interest to SEAC II Corp.), which were issued to PIPE Investors and Non-Redemption Investors (each as defined below) in private placements in connection with the Business Combination (as defined below) pursuant to the terms of the Subscription Agreements or Non-Redemption Agreements (each as defined below).

On December 21, 2023, the board of directors of SEAC II Corp., a Cayman Islands exempted company limited by shares ("New SEAC,") and the board of directors of Screaming Eagle Acquisition Corp. ("SEAC"), respectively, approved a Business Combination Agreement, by and among SEAC, the parent company of New SEAC, New SEAC, Lions Gate Entertainment Corp., a British Columbia company ("Lions Gate Parent" or "Lionsgate"), LG Sirius Holdings ULC, a British Columbia unlimited liability company and a wholly-owned subsidiary of Lions Gate Parent ("Studio HoldCo"), LG Orion Holdings ULC, a British Columbia unlimited liability company and a wholly-owned subsidiary of Lions Gate Parent ("StudioCo"), SEAC MergerCo, a Cayman Islands exempted company and a direct, wholly-owned subsidiary of New SEAC ("MergerCo"), and 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company and a direct, wholly-owned subsidiary of SEAC ("New BC Sub") (as amended on April 11, 2024 and May 9, 2024 and as may be amended, supplemented or otherwise modified from time to time, the "Business Combination Agreement"). Pursuant to the Business Combination Agreement, among other things and subject to the terms and conditions contained therein and the plan of arrangement (i) SEAC merged with and into MergerCo (the "SEAC Merger") with MergerCo surviving the SEAC Merger as a direct, wholly-owned subsidiary of New SEAC (the resulting entity referred to herein as MergerCo or, where specified, the "SEAC Merger Surviving Company"), (ii) SEAC Merger Surviving Company distributed all of its assets lawfully available for distribution to New SEAC by way of a cash dividend (the "Cash Distribution"), (iii) SEAC Merger Surviving Company transferred by way of continuation from the Cayman Islands to British Columbia in accordance with the Cayman Islands Companies Act (as revised) (the "Companies Act") and the *Business Corporations Act* (British Columbia) (the "BC Act") and converted to a British Columbia unlimited liability company in accordance with the BC Act (the "MergerCo Domestication and Conversion"), (iv) New SEAC transferred by way of continuation from the Cayman Islands (the "New SEAC Domestication", and together with the MergerCo Domestication and Conversion, the "Domestications") to British Columbia in accordance with the Companies Act and continued as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) pursuant to an arrangement under Division 5 of Part 9 of the BC Act (the "Arrangement"), on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub amalgamated (the "MergerCo Amalgamation") to form one corporate entity ("MergerCo Amalco"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco amalgamated (the "SEAC Amalgamation") to form one corporate entity ("SEAC Amalco"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, and (C) StudioCo and SEAC Amalco amalgamated (the "StudioCo Amalgamation" and together with the MergerCo Amalgamation and the SEAC Amalgamation, the "Amalgamations") to form LG Studios, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. The SEAC Merger, the Cash Distribution, the Domestications and the Arrangement (which includes the Amalgamations), together with the other transactions contemplated by the Business Combination Agreement, the Plan of Arrangement and all other agreements, certificates and instruments entered into in connection therewith, are referred to herein as the "Business Combination." In connection with the closing of the Business Combination, New SEAC effected a deregistration pursuant to and in accordance with Sections 206 through 209 of the Cayman Islands Companies Act (as revised) and a continuation

and domestication as a British Columbia company in accordance with the *Business Corporations Act* (British Columbia), pursuant to which the New SEAC's jurisdiction of incorporation was changed from the Cayman Islands to British Columbia, Canada. On May 13, 2024, upon the StudioCo Amalgamation Effective Time, Lionsgate Studios Corp. became the successor in interest to New SEAC.

In connection with the Business Combination, on December 22, 2023, April 11, 2024, May 9, 2024 and on May 13, 2024, SEAC, New SEAC and Lions Gate Parent entered into subscription agreements with the PIPE Investors pursuant to which the PIPE Investors agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 29,790,249 common shares of Pubco (the "PIPE Shares"), consisting of 18,172,378 PIPE Shares at a purchase price of $9.63 per share (in the case of the Subscription Agreements signed December 22, 2023) and 11,617,871 PIPE Shares at a purchase price of $10.165 per share (in the case of the Subscription Agreements signed on April 11, 2024, May 9, 2024 and May 13, 2024). Additionally, the Subscription Agreements provided certain PIPE Investors with certain reduction rights, pursuant to which the PIPE Investors could offset their total commitments under their respective Subscription Agreements to the extent such PIPE Investors purchase SEAC Class A Ordinary Shares (as defined below) in the open market or otherwise own such shares as of the date of the Subscription Agreement. PIPE Investors who exercised such reduction rights with respect to PIPE Shares had the right to acquire, subject to certain conditions in the Subscription Agreement, 0.1111 newly issued SEAC Class A Ordinary Shares for each share for which such PIPE Investor exercised its reduction rights, at a purchase price of $0.0001 per whole share, which shares were issued by SEAC prior to the SEAC Merger (the "Newly Issued Reduction Rights Shares"). PIPE Investors have exercised reduction rights with respect to 1,953,976 PIPE Shares reducing the aggregate number of PIPE Shares that were subscribed for at Closing to 27,836,273.

On April 24, 2024 and May 9, 2024, SEAC and New SEAC entered into share purchase and non-redemption agreements (the "Non-Redemption Agreements") with certain investors (the "Non-Redemption Investors"). Pursuant to the Non-Redemption Agreements, if the Non-Redemption Investors meet certain conditions described herein, then, for every SEAC Class A Ordinary Share held by the Non-Redemption Investors thereunder (the "Purchase Commitment Shares"), such investors were entitled to purchase from SEAC 0.0526 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares were issued by SEAC prior to the SEAC Merger (the "Newly Issued Non-Redemption Agreement Shares" and, together with the Newly Issued Reduction Rights Shares, the "Additional Shares"). A total of 254,200 Newly Issued Non-Redemption Agreement Shares were issued one business day prior to the consummation of the Business Combination.

The Selling Shareholders may offer, sell or distribute all or a portion of the Offering Shares registered hereby publicly or through private transactions at prevailing market prices or at negotiated prices. We will pay certain offering fees and expenses and fees in connection with the registration of the PIPE Shares and will not receive proceeds from the sale of the Offering Shares by the Selling Shareholders. Class A ordinary shares, par value $0.0001 per share, of SEAC (a "SEAC Class A Ordinary Share") and public warrants of SEAC ("SEAC Warrants") were listed on the Nasdaq Capital Market ("Nasdaq") and traded under the symbols "SCRM" and "SCRMW", respectively. In addition, certain of the SEAC Class A Ordinary Shares and the SEAC Public Warrants traded as part of the SEAC Units, which were listed on Nasdaq under the symbol "SCRMU". Upon consummation of the Business Combination (the "Closing" and the date of the Closing, the "Closing Date"), SEAC Public Shareholders who did not redeem their SEAC Class A Ordinary Shares ultimately (as a result of the SEAC Merger and the Amalgamations) received one (1) common share of Pubco ("Pubco Common Share") for each SEAC Class A Ordinary Share held by them immediately prior to the SEAC Merger. Similarly, at the Closing, PIPE Investors and Non-Redemption Investors received one (1) Pubco Common Share for each Additional Share held by them immediately prior to the SEAC Merger (the "Pubco Additional Shares"). One business day prior to the Closing Date and prior to the SEAC Merger, subject to the approval by the public warrantholders of SEAC (the "SEAC Public Warrantholders"), each then issued and outstanding SEAC Public Warrant was automatically exchanged for $0.50 in cash. In addition, all of the SEAC Private Placement Warrants were forfeited and cancelled for no consideration. Following the Closing, the Pubco Common Shares were listed on Nasdaq under the ticker symbol "LION". Pubco will have no units or warrants traded following the Closing.

The Offering Shares consist of:

- 14,141,559 PIPE Shares acquired by PIPE Investors at an effective purchase price of $9.63 per share;
- 11,617,871 PIPE Shares acquired by PIPE Investors at an effective purchase price of $10.165 per share;
- 193,927 Pubco Additional Shares acquired by the PIPE Investors at an effective purchase price of $0.0001 per share, subject to the conditions in the Subscription Agreements; and
- 254,200 Pubco Additional Shares acquired by the Non-Redemption Investors, subject to the conditions in the Non-Redemption Agreements.

Lions Gate Parent beneficially owns Pubco Common Shares representing approximately 87.8% (expected to be 87.2% after the issuance of additional PIPE Shares shortly following the Closing) of the Pubco Common Shares outstanding, which shares are subject to lock-up restrictions as further described herein. Therefore, the total number of Offering Shares that may be offered and sold under this prospectus by the Selling Shareholders represents a significant portion of the anticipated public float of the Pubco Common Shares. The sale of all securities being offered in this prospectus may result in a significant decline in the public trading price of Pubco Common Shares. Even if the current trading price of the Pubco Common Shares is at or below the price at which the SEAC Units and SEAC Class A Ordinary Shares were issued in the SEAC IPO, some of the Selling Shareholders may still have an incentive to sell because they could still profit on sales due to the lower price at which they purchased their shares compared to the SEAC Public Shareholders. This discrepancy in purchase prices may have an impact on the market perception of the Pubco Common Shares' value and could increase the volatility of the market price of Pubco Common Shares or result in a significant decline in the public trading price of Pubco Common Shares. The registration of these shares for resale creates the possibility of a significant increase in the supply of Pubco Common Shares in the market. The increased supply, coupled with the potential disparity in purchase prices, may lead to heightened selling pressure, which could negatively affect the public trading price of Pubco Common Shares. See "*Risk Factors—Risks Related to Ownership of Pubco's Securities—A significant number of Pubco Common Shares may be sold into the market in the near future. This could cause the market price of Pubco Common Shares to drop significantly, even if Pubco's business is performing well.*" Based on the closing price of Pubco Common Shares as of May [ ], 2024 on Nasdaq of $[ ], (a) with respect to their SEAC Public Shares, the SEAC Public Shareholders may experience a potential profit of up to approximately $[ ] per share, (b) with respect to the PIPE Shares, the PIPE Investors may experience a potential profit of up to approximately $[ ] per share or $[ ] per share, and (c) with respect to Pubco Additional Shares, the PIPE Investors or Non-Redemption Investors may experience a potential profit of up to approximately $[ ] per share, in each case, if such shareholders sold their Pubco Common Shares. SEAC Public Shareholders, or other public investors who purchase Pubco Common Shares, may not be able to experience the same positive rates of return on securities they purchase due to the low price at which certain Selling Shareholders acquired or purchased their Pubco Common Shares.

INVESTING IN OUR SECURITIES INVOLVES RISKS THAT ARE DESCRIBED IN THE "RISK FACTORS" SECTION BEGINNING ON PAGE 17 OF THIS PROSPECTUS.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this prospectus or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is May , 2024.

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You should rely only on the information contained in this prospectus. No one has been authorized to provide you with information that is different from that contained in this prospectus. This prospectus is dated as of the date set forth on the cover hereof. You should not assume that the information contained in this prospectus is accurate as of any date other than that date.

For investors outside the United States: We have not done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus.

SELECTED DEFINITIONS

Unless otherwise stated or unless the context otherwise requires, the term"SEAC" refer to Screaming Eagle Acquisition Corp., the term "New SEAC" refer to SEAC II Corp., the terms "we," "us," "our," "Pubco," "combined company" and "post-combination company" refer to Lionsgate Studios Corp. (a successor in interest to SEAC II Corp.) and its subsidiaries following the consummation of the Business Combination.

Unless the context otherwise requires, references in this prospectus to:

- "**A&R Registration Rights Agreement**" are to that certain amended and restated registration rights agreement Pubco, Studio HoldCo and SEAC Sponsor entered into concurrently with the Closing.
- "**Additional Shares**" are to, collectively, the Newly Issued Non-Redemption Agreement Shares and the Newly Issued Reduction Right Shares.
- "**Adjusted OIBDA**" are to a non-GAAP measure calculated as operating income (loss) before adjusted depreciation and amortization ("**OIBDA**"), adjusted for adjusted share-based compensation, purchase accounting and related adjustments, restructuring and other costs, certain charges (benefits) related to the COVID-19 global pandemic, certain programming and content charges as a result of management changes and/or changes in strategy, and unusual gains or losses (such as goodwill and intangible asset impairment and charges related to Russia's invasion of Ukraine), when applicable.
- "**Amalgamations**" are to the SEAC Amalgamation, the MergerCo Amalgamation and the StudioCo Amalgamation, collectively.
- "**Arrangement**" are to an arrangement proposed by New BC Sub under Part 9, Division 5 of the BC Act on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Business Combination Agreement or the provisions of the Plan of Arrangement or made at the directions of the Court in the Interim Order or Final Order with the prior written consent of SEAC and Lions Gate Parent, such consent not to be unreasonably withheld, conditioned or delayed.
- "**BC Act**" are to the *Business Corporations Act* (British Columbia).
- "**Business Combination**" are to the transactions, including the SEAC Merger, the Cash Distribution, the Domestications and the Amalgamations, contemplated by the Business Combination Agreement, the Plan of Arrangement and all other agreements entered into in connection therewith.
- "**Business Combination Agreement**" are to that certain Business Combination Agreement, dated December 22, 2023, as amended on April 11, 2024, and May 9, 2024, by and among SEAC, New SEAC, Lions Gate Parent, Studio HoldCo, StudioCo, MergerCo and New BC Sub.
- "**Class B Conversion**" are to any remaining SEAC Class B Ordinary Shares being deemed cancelled and surrendered for no consideration pursuant to a surrender letter in connection with each of the 2,010,000 remaining SEAC Class B Ordinary Shares automatically converting into one SEAC Class A Ordinary Share immediately following the Sponsor Securities Repurchase.
- "**Closing**" are to the closing of the Business Combination, which occured on May 13, 2024.
- "**Closing Date**" are to the date of Closing.
- "**Code**" are to the U.S. Internal Revenue Code of 1986, as amended.
- "**Companies Act**" are to the Cayman Islands Companies Act (as amended).
- "**Court**" are to the Supreme Court of British Columbia.
- "**Deadline Date**" are to the date by which SEAC must have completed an Initial Business Combination, in accordance with the SEAC Articles.

- "**Domestication(s)**" are to the transfer of New SEAC and/or MergerCo by way of continuation from the Cayman Islands to British Columbia, Canada in accordance with the memorandum and articles of association of respective entities and the Companies Act and BC Act and the domestication of New SEAC and/or MergerCo as British Columbia company(y/ies) in accordance with the applicable provisions of the BC Act, including all matters necessary or ancillary in order to effect such transfer by way of continuation, including the adoption of the notice of articles and articles in connection with the continuation into British Columbia under the BC Act.
- "**Exchange Act**" are to the U.S. Securities Exchange Act of 1934, as amended.
- "**Extension Meeting**" are to the extraordinary general meeting (the "**Extension Meeting**") held on April 9, 2024 at which the SEAC Shareholders approved an amendment to the SEAC IPO Articles to, among other things, extend the date by which SEAC must consummate an Initial Business Combination from April 10, 2024 to June 15, 2024.
- "**Final Order**" are to the final order of the Court pursuant to section 291 of the BC Act, approving the Arrangement.
- "**Form S-4/A**" are to New SEAC's Form S-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024.
- "**GAAP**" are to generally accepted accounting principles.
- "**Initial Business Combination**" are to SEAC's initial merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more business.
- "**Interim Order**" are to the interim order of the Court contemplated by Section 2.02 of the Business Combination Agreement and made pursuant to section 291 of the BC Act, providing for, among other things, the calling and holding of the SEAC Shareholders' Meeting. A copy of the Interim Order is attached as *Annex P* to the Form S-4/A.
- "**Investment Canada Act**" are to the Investment Canada Act (Canada) and the regulations made thereunder.
- "**IRS**" are to the U.S. Internal Revenue Service.
- "**ITA**" are to the *Income Tax Act* (Canada) and the regulations made thereunder as amended from time to time.
- "**LG Internal Restructuring**" are to a series of transactions, which resulted in the transfer of the Studio Business from Lions Gate Parent to StudioCo and the retention of Lions Gate Parent of the Starz Business.
- "**LG Parties**" are to Lions Gate Parent, Studio HoldCo and StudioCo.
- "**Lions Gate Parent**" or "**Lionsgate**" are to Lions Gate Entertainment Corp., a British Columbia company.
- "**Lions Gate Parent Exchange Indenture**" are to the Indenture, dated as of May 8, 2024, by and among Lions Gate Capital Holdings 1, Inc., as issuer, the guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee.
- "**Lions Gate Parent Indenture**" are to the Indenture, dated as of April 1, 2021, by and among LGCH, as issuer, the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.
- "**Lions Gate Parent Credit Agreement**" are to the Credit and Guarantee Agreement, dated as of December 8, 2016, as amended through Amendment No. 4, dated as of April 6, 2021, between Lions Gate Capital Holdings LLC, an indirect wholly-owned subsidiary of Lions Gate Parent ("**LGCH**") and the lenders and other parties party thereto and JPMorgan Chase Bank, N.A. as administrative agent.

- “**LG Studios**” are to StudioCo prior to the StudioCo Amalgamation Effective Time (but assuming, unless the context otherwise requires, the completion of the LG Internal Restructuring pursuant to which StudioCo shall, directly or indirectly, own the Studio Business) and to Pubco following the StudioCo Amalgamation Effective Time.
- “**Lock-Up Agreement**” are to the lock-up agreement by which the SEAC Sponsor and its transferees and holders of Pubco Common Shares affiliated with Lions Gate Parent (collectively, the “**Lockup Shareholders**”) became bound on the Closing Date pursuant to the Business Combination Agreement and as set forth in the Plan of Arrangement.
- “**MergerCo**” are to SEAC MergerCo, a Cayman Islands exempted company and a direct wholly-owned subsidiary of New SEAC, through the continuation into British Columbia under the BC Act.
- “**MergerCo Amalgamation**” are to the amalgamation of SEAC Merger Surviving Company and New BC Sub pursuant to the Plan of Arrangement to form one corporate entity (“**MergerCo Amalco**”), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement.
- “**MergerCo Class A Common Shares**” are to the Class A common shares in the authorized share structure of SEAC Merger Surviving Company.
- “**Nasdaq**” are to The Nasdaq Stock Market LLC.
- “**New BC Sub**” are to 1455941 B.C. Unlimited Liability Company, and a British Columbia unlimited liability company and a direct, wholly-owned subsidiary of SEAC.
- “**New SEAC**” are to SEAC II Corp., a Cayman Islands exempted company and a wholly-owned subsidiary of SEAC, which in connection with the Business Combination effected a deregistration pursuant to and in accordance with the Companies Act and a continuation and domestication as a British Columbia company in accordance with the BC Act, pursuant to which jurisdiction of New SEAC will be changed from the Cayman Islands to British Columbia, Canada.
- “**New SEAC Domestication**” are to New SEAC transferring by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and continuing as a British Columbia company in accordance with the applicable provisions of the BC Act.
- “**Newly Issued Non-Redemption Agreement Shares**” are to any newly issued SEAC Class A Ordinary Shares that were issued to certain SEAC Shareholders pursuant to discounted Non-Redemption Agreements.
- “**Newly Issued Reduction Right Shares**” means any newly issued SEAC Class A Ordinary Shares that were issued to such PIPE Investors in connection with their purchase of the Reduction Right Shares.
- “**Non-Redemption Agreements**” are to those certain non-redemption agreements that were entered into by SEAC before the Closing.
- “**Non-Redemption Investors**” are to those certain investors party to the Non-Redemption Agreements.
- “**Offering Shares**” are to PIPE Shares and Pubco Additional Shares being registered herein.
- “**PIPE**” are to a private placement of Pubco Common Shares consummated in connection with the Closing, pursuant to the Subscription Agreements.
- “**PIPE Investors**” are to those certain investors participating in the PIPE pursuant to the Subscription Agreements.
- “**PIPE Shares**” are to the 21,137,241 Pubco Common Shares to be issued to the PIPE Investors in connection with the Business Combination.
- “**Plan of Arrangement**” are to the Plan of Arrangement in respect of the Arrangement, the form of which is attached as *Annex B* to the Form S-4/A.

- "**Pubco**" are to Lionsgate Studios Corp., which was known as SEAC II Corp. before such entity was continued and amalgamated in connection with the Business Combination.
- "**Pubco Additional Shares**" are to the Pubco Common Shares issued to each holder of Additional Shares on a one-to-one basis pursuant to the Plan of Arrangement.
- "**Pubco Board**" are to the board of directors of Pubco.
- "**Pubco Closing Articles**" are to the notice of articles and articles of Pubco.
- "**Pubco Common Shares**" are to, collectively, the Pubco common shares in the authorized share capital of Pubco.
- "**Pubco Shareholders**" are to the shareholders of Pubco.
- "**Pubco Sponsor Options**" are to the options of Pubco to be issued to SEAC Sponsor in connection with the Closing, each of which is exercisable to purchase one Pubco Common Share.
- "**Reduction Right Shares"** are to shares purchased by the PIPE Investors for which they have exercised their reduction right in accordance with the terms of the Subscription Agreements.
- "**Registration Statement**" are to this registration statement on Form S-1 filed with the SEC by Pubco, as it may be amended or supplemented from time to time, of which this prospectus forms a part.
- "**Sarbanes-Oxley Act**" are to the U.S. Sarbanes-Oxley Act of 2002.
- "**SEAC**" are to Screaming Eagle Acquisition Corp., a Cayman Islands exempted company.
- "**SEAC Amalgamation**" are to the amalgamation of New SEAC and MergerCo Amalco pursuant to the Plan of Arrangement to form one corporate entity ("**SEAC Amalco**"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement.
- "**SEAC Articles**" are to the amended and restated memorandum and articles of association of SEAC, adopted by Special Resolution dated January 4, 2022, effective on January 5, 2022, and as amended on April 9, 2024.
- "**SEAC Board**" are to the board of directors of SEAC.
- "**SEAC Class A Ordinary Shares**" are to SEAC's Class A ordinary shares, par value $0.0001 per share, which are subject to possible redemption.
- "**SEAC Class B Ordinary Shares**" are to SEAC's Class B ordinary shares, par value $0.0001 per share.
- "**SEAC Entities**" are to, collectively, New SEAC, MergerCo and New BC Sub.
- "**SEAC Founder Shares**" are to the issued and outstanding SEAC Class B Ordinary Shares.
- "**SEAC Insiders**" are to SEAC Sponsor and the directors and officers of SEAC.
- "**SEAC IPO**" are to SEAC's initial public offering of SEAC Units, which closed on January 10, 2022.
- "**SEAC management**" are to SEAC's officers and directors.
- "**SEAC Merger**" are to SEAC's merger with MergerCo, where SEAC merges into MergerCo, with MergerCo being the surviving entity (the resulting entity referred to herein as MergerCo or, where specified, the "**SEAC Merger Surviving Company**").
- "**SEAC Ordinary Shares**" are to the SEAC Class A Ordinary Shares and the SEAC Class B Ordinary Shares.
- "**SEAC Private Placement Warrants**" are to the warrants issued to SEAC Sponsor in a private placement simultaneously with the closing of the SEAC IPO.

- "**SEAC Public Shareholders**" are to the holders of SEAC Public Shares.
- "**SEAC Public Shares**" are to SEAC Class A Ordinary Shares sold as part of the SEAC Units in the SEAC IPO (whether they were purchased in the SEAC IPO or thereafter in the open market).
- "**SEAC Public Warrantholders**" are to the holders of SEAC Public Warrants.
- "**SEAC Public Warrants**" are to the warrants sold as part of the SEAC Units in the SEAC IPO (whether they were purchased in the SEAC IPO or thereafter in the open market).
- "**SEAC Securities**" are to SEAC Units, SEAC Ordinary Shares and SEAC Warrants, collectively.
- "**SEAC Shareholders**" are to, collectively, the SEAC Sponsor and the SEAC Public Shareholders.
- "**SEAC Shareholders' Meeting**" are to the extraordinary general meeting of SEAC Shareholders held on May 7, 2024 and any adjournments thereof.
- "**SEAC Sponsor**" are to Eagle Equity Partners V, LLC, a Delaware limited liability company.
- "**SEAC Sponsor Options**" are to the 2,200,000 SEAC Sponsor Options issued to the SEAC Sponsor one business day prior to the Closing, as a partial consideration for the Sponsor Securities Repurchase. Each of SEAC Sponsor Options will entitle SEAC Sponsor to purchase one SEAC Class A Ordinary Share at $0.0001 per share if certain vesting conditions are met within 5 years of the Closing Date. In connection with the Business Combination, the SEAC Sponsor Options will ultimately become options to purchase Pubco Common Shares pursuant to the terms of the Sponsor Option Agreement.
- "**SEAC Units**" are to the units of SEAC sold in the SEAC IPO, each of which consisted of one SEAC Class A Ordinary Share andone-third of one SEAC Public Warrant.
- "**SEAC Warrant Agreement**" are to the Warrant Agreement, dated January 10, 2022, between SEAC and Continental Stock Transfer & Trust Company, as warrant agent.
- "**SEAC Warrant Agreement Amendment**" are to an amendment to the SEAC Warrant Agreement, pursuant to which, one business day prior to the Closing, each then issued and outstanding SEAC Public Warrant was automatically exchanged for $0.50 in cash, and all of the issued and outstanding SEAC Private Placement Warrants were forfeited and cancelled for no consideration, the form of which is attached as *Annex F* to the Form S-4/A.
- "**SEAC Warrants**" are to the SEAC Private Placement Warrants and the SEAC Public Warrants, collectively.
- "**SEAC Warrant Support Investors**" are to those certain SEAC Public Warrantholders who entered into Warrantholder Support Agreements.
- "**SEAC Sponsor**" are to Eagle Equity Partners V, LLC, a Delaware limited liability company.
- "**SEC**" are to the U.S. Securities and Exchange Commission.
- "**Securities Act**" are to the U.S. Securities Act of 1933, as amended.
- "**Special Resolution**" are to a resolution passed by a majority of not less thantwo-thirds (66 2/3%) of the SEAC Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at the SEAC Shareholders' Meeting.
- "**Sponsor Securities Repurchase**" are to the repurchase by SEAC of each then issued and outstanding Class B ordinary share of SEAC, par value $0.0001 per share held by the SEAC Sponsor in excess of 1,800,000 SEAC Class B Ordinary Shares for an aggregate purchase price consisting of (x) $1.00 and (y) the SEAC Sponsor Options, which was completed prior to the SEAC Merger.
- "**Sponsor Support Agreement**" are to that certain letter agreement dated as of December 22, 2023, by and among SEAC Sponsor, SEAC, StudioCo and Lions Gate Parent, a copy of which is attached hereto as *Annex G* to the Form S-4/A.

- "**Sponsor Option Agreement**" are to the sponsor option agreement that SEAC, New SEAC and the Sponsor entered into, in connection with the Sponsor Securities Repurchase, one business day prior to the Closing, a copy of which is attached as *Annex H* to the Form S-4/A.
- "**Starz Business**" are to substantially all of the assets and liabilities constituting Lions Gate Parent's Media Networks segment.
- "**StudioCo**" are to LG Orion Holdings ULC, a British Columbia unlimited liability company.
- "**StudioCo Amalgamation**" are to the amalgamation of StudioCo's and SEAC Amalco pursuant to the Plan of Arrangement to form one corporate entity ("**Pubco**"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement.
- "**StudioCo Amalgamation Effective Time**" are to the effective time of the StudioCo Amalgamation.
- "**Studio Business**" are to substantially all of the assets and liabilities constituting Lions Gate Parent's Motion Picture and Television Production segments and a substantial portion of Lions Gate Parent's corporate general and administrative functions.
- "**Studio HoldCo**" are to LG Sirius Holdings ULC, a British Columbia unlimited liability company and a wholly owned subsidiary of Lions Gate Parent.
- "**Subscription Agreements**" are to, the subscription agreements SEAC, New SEAC and Lions Gate Parent entered into with the PIPE Investors concurrently with the execution of the Business Combination Agreement and on April 11, 2024, May 9, 2024 and May 10, 2024, a form of which is attached as *Annex D* to the Form S-4/A.
- "**Transfer Agent**" are to Continental Stock Transfer & Trust Company, as transfer agent of SEAC Pubco.
- "**Trading Price**" are to the daily closing price of the Pubco Common Shares (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within a period of thirty (30) consecutive trading days beginning thirty (30) days or more after the Closing.
- "**Trust Account**" are to the trust account that holds proceeds from the SEAC IPO and the concurrent private placement of the SEAC Private Placement Warrants, established by SEAC for the benefit of the SEAC Public Shareholders, maintained by Continental Stock Transfer & Trust Company, acting as trustee.
- "**Warrantholder Support Agreements**" are to those certain investor rights agreements entered into between StudioCo and certain SEAC Public Warrantholders concurrently with the execution of the Business Combination Agreement.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. Forward-looking statements reflect Pubco's current views, as applicable, with respect to, among other things, their respective capital resources, performance and results of operations. Likewise, all of Pubco's statements regarding anticipated growth in operations, anticipated market conditions, demographics and results of operations are forward-looking statements. In some cases, you can identify these forward-looking statements by the use of terminology such as "outlook", "believe", "expect", "potential", "continue", "may", "will", "should", "could", "seek", "approximately", "predict", "intend", "plan", "estimate", "anticipate" or the negative version of these words or other comparable words or phrases.

The forward-looking statements contained in this prospectus reflect Pubco's current views, as applicable, about future events and are subject to numerous known and unknown risks, uncertainties, assumptions and changes in circumstances that may cause actual results to differ significantly from those expressed in any forward-looking statement. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- general economic uncertainty;
- the volatility of currency exchange rates;
- Pubco's ability to manage growth;
- Pubco's ability to obtain or maintain the listing of Pubco Common Shares on Nasdaq or any other national exchange following the Business Combination;
- risks related to the rollout of Pubco's business and expansion strategy;
- the effects of competition on Pubco's future business;
- potential disruption in Pubco's employee retention as a result of the Business Combination;
- the impact of and changes in governmental regulations or the enforcement thereof, tax laws and rates, accounting guidance and similar matters in regions in which Pubco operates or will operate in the future;
- international, national or local economic, social or political conditions that could adversely affect the companies and their business;
- the effectiveness of Pubco's internal controls and its corporate policies and procedures;
- changes in personnel and availability of qualified personnel;
- potential write-downs, write-offs, restructuring and impairment or other charges required to be taken by Pubco subsequent to the Business Combination;
- the volatility of the market price and liquidity of Pubco Common Shares;
- factors relating to the business, operations and financial performance of LG Studios and its subsidiaries and the Studio Business, including:
  - changes in LG Studios' business strategy, plans for growth or restructuring may increase its costs or otherwise affect its profitability;
  - LG Studios' revenues and results of operations may fluctuate significantly;
  - the Studio Business relies on a few major retailers and distributors and the loss of any of those could reduce its revenues and operating results;

- the Studio Business does not have long-term arrangements with many of its production orco- financing partners;
- protecting and defending against intellectual property claims may have a material adverse effect on the Studio Business;
- changes in consumer behavior, as well as evolving technologies and distribution models, may negatively affect the Studio Business, financial condition or results of operations;
- LG Studios could be adversely affected by labor disputes, strikes or other union job actions;
- LG Studios will be subject to risks associated with possible acquisitions, dispositions, business combinations, or joint ventures; and
- business interruptions from circumstances or events out of LG Studios' control could adversely affect LG Studios' operations.

The statements contained under the heading "*LG Studios Projected Financial Information*" in this prospectus are considered forward-looking statements. Forward-looking statements representing post-closing expectations are inherently uncertain. Estimates such as expected revenue, production, operating expenses, Adjusted OIBDA, general and administrative expenses, capital expenditures, free cash flow, net debt, reserves and other measures are preliminary in nature. There can be no assurance that the forward-looking statements will prove to be accurate and reliance should not be placed on these estimates in making investment decisions. See the other cautionary statements under "*LG Studios Projected Financial Information*" for further information.

The forward-looking statements contained herein are subject to risks, uncertainties and other factors, which could cause actual results to differ materially from future results expressed, projected or implied by the forward-looking statements. For a further discussion of the risks and other factors that could cause Pubco's future results, performance or transactions to differ significantly from those expressed in any forward-looking statements, please see the section entitled "*Risk Factors*". There may be additional risks that Pubco does not presently know or that Pubco currently believes are immaterial, that could also cause actual results to differ from those contained in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of the assumptions made in making these forward-looking statements prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. While such forward-looking statements reflect Pubco's good faith beliefs, as applicable, they are not guarantees of future performance. Pubco disclaims any obligation to publicly update or revise any forward-looking statement to reflect changes in underlying assumptions or factors, new information, data or methods, future events or other changes after the date of this prospectus, except as required by applicable law. You should not place undue reliance on any forward-looking statements, which are based only on information currently available to Pubco.

SUMMARY OF THE PROSPECTUS

This summary highlights selected information included in this prospectus and does not contain all of the information that may be important to you in making an investment decision. This summary is qualified in its entirety by the more detailed information included in this prospectus. Before making your investment decision with respect to our securities, you should carefully read this entire prospectus, including the information under "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations of SEAC," "Management's Discussion and Analysis of Financial Condition and Results of Operations of the Studio Business of Lions Gate Entertainment Corp." and the financial statements included elsewhere in this prospectus.

Information About Pubco

Pubco

Pubco, also referred to as LG Studios, is Lionsgate Studios Corp., a British Columbia corporation. Pubco is a successor in interest to SEAC II Corp. ("**New SEAC**"), which was a Cayman Islands exempted company and a wholly-owned subsidiary of SEAC. In accordance with the consummation of the Business Combination described herein, which was completed on May 13, 2024, New SEAC effected a deregistration pursuant to and in accordance with Sections 206 through 209 of the Companies Act and a continuation and domestication as a British Columbia company in accordance with the BC Act, pursuant to which jurisdiction of incorporation of New SEAC was changed from the Cayman Islands to British Columbia, Canada.

As of the StudioCo Amalgamation Effective Time, Pubco, directly or indirectly, owns the assets and assumed the liabilities of the Studio Business. LG Studios encompasses world-class motion picture and television studio operations, designed to bring a unique and varied portfolio of entertainment to consumers around the world. LG Studios' film, television and location-based entertainment businesses are backed by a more than 20,000-title library and a valuable collection of iconic film and television franchises. A digital age company driven by its entrepreneurial culture and commitment to innovation, the Lionsgate brand is synonymous with bold, original, relatable entertainment for audiences worldwide. LG Studios manages and reports its operating results through two reportable business segments: Motion Picture and Television Production. See the section entitled "*Business of LG Studios and Certain Information About LG Studios*" for more information.

The mailing address of Pubco's principal executive office is 2700 Colorado Avenue, Santa Monica, CA 90404, and its telephone number is (310) 449-9200.

Pubco's securities will be traded on Nasdaq under the ticker symbol "LION."

The Business Combination

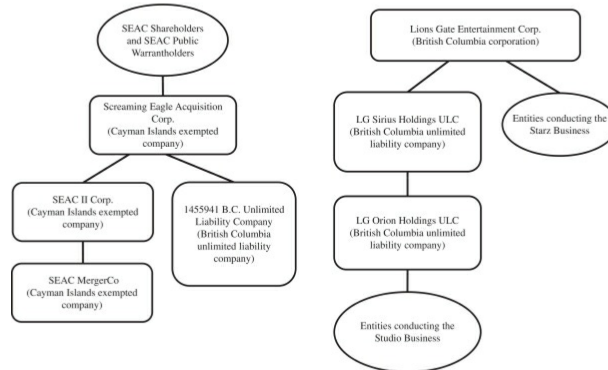
On December 22, 2023, SEAC, New SEAC, Lions Gate Parent, Studio HoldCo, StudioCo, MergerCo and New BC Sub, entered into the Business Combination Agreement, which was amended on April 11, 2024 and May 9, 2024, pursuant to which, among other things and subject to the terms and conditions contained in the Business Combination Agreement and the Plan of Arrangement, (i) SEAC merged with and into MergerCo with SEAC Merger Surviving Company as the resulting entity, (ii) SEAC Merger Surviving Company distributed all of its assets lawfully available for distribution to New SEAC by way of a cash dividend, (iii) SEAC Merger Surviving Company transferred by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and convert to a British Columbia unlimited liability company in accordance with the applicable provisions of the BC Act, (iv) New SEAC transferred by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and continued as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) in pursuant to the Arrangement and

on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub amalgamated to form MergerCo Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco amalgamated to form SEAC Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement and (C) StudioCo and SEAC Amalco amalgamated to form Pubco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. Details regarding the terms and conditions of the Business Combination are contained in the Business Combination Agreement.

Pursuant to the Business Combination Agreement, New SEAC effected a deregistration pursuant to and in accordance with Sections 206 through 209 of the Cayman Islands Companies Act (as revised) and a continuation and domestication as a British Columbia company in accordance with the Business Corporations Act (British Columbia), pursuant to which New SEAC's jurisdiction of incorporation was changed from the Cayman Islands to British Columbia, Canada. Upon the StudioCo Amalgamation Effective Time, Lionsgate Studios Corp. became the successor in interest to New SEAC.

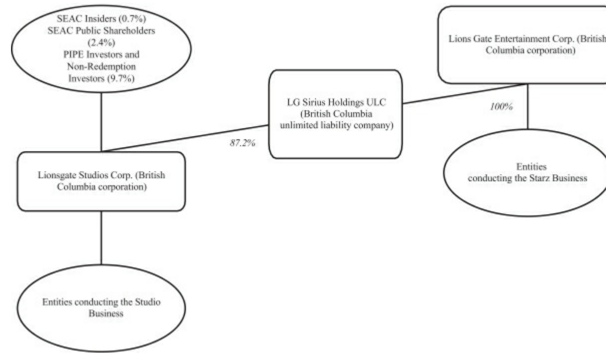
Structure of the Business Combination

The following diagram illustrates the organizational structure of SEAC and the Studio Business immediately prior to the Business Combination:



The following diagram illustrates the expected structure of Pubco following the Business Combination. The percentages shown reflect the voting power and economic interests in Pubco on a combined basis. Interests

shown exclude any Pubco Common Shares that may be issuable to SEAC Sponsor upon vesting of the Pubco Sponsor Options after the Closing.



The Private Placement

Concurrently with the execution of the Business Combination Agreement and on April 11, 2024, May 9, 2024 and May 13, 2024, SEAC, New SEAC and Lions Gate Parent entered into subscription agreements with the PIPE Investors pursuant to which the PIPE Investors agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 29,790,249 PIPE Shares, at a purchase price of $9.63 per share (in the case of the Subscription Agreements entered into on December 22, 2023) and $10.165 per share (in the case of the Subscription Agreements entered into on April 11, 2024, May 9, 2024 and May 13, 2024). Additionally, the Subscription Agreements provided certain PIPE Investors with certain reduction rights, pursuant to which the PIPE Investors could offset their total commitments under their respective Subscription Agreements to the extent such PIPE Investors purchased SEAC Class A Ordinary Shares in the open market or otherwise owned such shares as of the date of the Subscription Agreement. PIPE Investors who exercise such reduction rights with respect to PIPE Shares had the right to acquire, subject to certain conditions in the Subscription Agreement, 0.1111 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares were issued by SEAC prior to the SEAC Merger (the "**Newly Issued Reduction Rights Shares**"). PIPE Investors have exercised reduction rights with respect to 1,953,976 PIPE Shares reducing the aggregate number of PIPE Shares to be subscribed for at the Closing to 27,836,273.

The foregoing summary does not purport to describe all of the terms of the Subscription Agreements and is qualified in its entirety by reference to the complete text of the Subscription Agreements, a form of which is filed as Exhibit 10.1 to this Registration Statement and is incorporated herein by reference.

Non-Redemption Agreements

On April 24, 2024 and May 9, 2024, SEAC and New SEAC entered into Non-Redemption Agreements with the Non-Redemption Investors, pursuant to which, if the Non-Redemption Investors meet certain conditions set forth in the Non-Redemption Agreements, then, for every Purchase Commitment Share purchased by the Non-Redemption Investors thereunder, such investors were entitled to purchase from SEAC 0.0526 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares were issued by SEAC prior to the SEAC Merger. A total of 254,200 Newly Issued Non-Redemption Shares were issued one business day prior to the consummation of the Business Combination on May 13, 2024.

Pursuant to the Non-Redemption Agreements, among other things, the Non-Redemption Investors agreed to (i) certify that they had purchased an aggregate of 4,832,959 Purchase Commitment Shares in the open-market at a price no greater than the Redemption Price (as defined in SEAC's amended and restated memorandum and articles of association), no later than one (1) business day prior to the mailing date of the registration statement on Form S-4/A to SEAC Shareholders, (ii) not redeem the Purchase Commitment Shares; (iii) if applicable, not vote the Purchase Commitment Shares in favor of any of the proposals presented at the SEAC Shareholders' Meeting; and (iv) not transfer any Purchase Commitment Shares or Newly Issued Non-Redemption Agreement Shares held by them until the earlier of (x) the consummation of the Business Combination, (y) the termination of the Business Combination Agreement in accordance with its terms and (z) the termination of the Non-Redemption Agreements in accordance with their terms.

The foregoing summary does not purport to describe all of the terms of the Non-Redemption Agreements and is qualified in its entirety by reference to the complete text of the Non-Redemption Agreements, a form of which is filed as Exhibit 10.9 to this Registration Statement and is incorporated herein by reference.

Stock Exchange Listing

Listing of Pubco Common Shares on Nasdaq

The Pubco Common Shares are listed on Nasdaq under the ticker symbol "LION".

Delisting of SEAC Securities and Deregistration of SEAC

Following consummation of the Business Combination, the SEAC Class A Ordinary Shares, SEAC Units and SEAC Warrants were delisted from Nasdaq, and SEAC was deregistered under the Exchange Act.

Summary of Risk Factors

Investing in our securities involves risks. You should carefully consider the risks described in "Risk Factors" beginning on page 17 before making a decision to invest in Pubco Common Shares. If any of these risks actually occurs, our business, financial condition and results of operations would likely be materially adversely affected. Some of the risks related to Pubco's business and industry and the Business Combination are summarized below.

Risks Related to the Studio Business

- LG Studios faces substantial capital requirements and financial risks.
- LG Studios may incur significant write-offs if its projects do not perform well enough to recoup costs.
- Changes in LG Studios' business strategy, plans for growth or restructuring may increase its costs or otherwise affect its profitability.
- LG Studios' revenues and results of operations may fluctuate significantly.

- LG Studios’ content licensing arrangements, primarily those relating to the distribution of films in foreign territories, may include minimum guarantee arrangements which, absent such arrangements, could adversely affect our results of operations.
- The Studio Business does not have long-term arrangements with many of its production orco- financing partners.
- The Studio Business relies on a few major retailers and distributors and the loss of any of those could reduce its revenues and operating results.
- A significant portion of the Studio Business’ library revenues comes from a small number of titles.
- Changes in consumer behavior, as well as evolving technologies and distribution models, may negatively affect LG Studios’ business, financial condition or results of operations.
- LG Studios faces substantial competition in all aspects of its business.
- LG Studios faces economic, political, regulatory, and other risks from doing business internationally.
- LG Studios is subject to risks associated with possible acquisitions, dispositions, business combinations, or joint ventures.
- If Entertainment One Canada Ltd. loses Canadian status, it could lose licenses, incentives and tax credits.
- LG Studios may fail to realize the anticipated benefits of the acquisition of eOne.
- LG Studios’ success will depend on attracting and retaining key personnel and artistic talent.
- Global economic turmoil and regional economic conditions could adversely affect LG Studios’ business.
- LG Studios could be adversely affected by labor disputes, strikes or other union job actions.
- Business interruptions from circumstances or events out of LG Studios’ control could adversely affect LG Studios’ operations.
- LG Studios’ business is dependent on the maintenance and protection of its intellectual property and pursuing and defending against intellectual property claims may have a material adverse effect on LG Studios’ business.
- The Studio Business involves risks of liability claims for content of material, which could adversely affect LG Studios’ business, results of operations and financial condition.
- Piracy of films and television programs could adversely affect LG Studios’ business over time.
- LG Studios may rely upon “cloud” computing services to operate certain aspects of its service and any disruption of or interference with its use of its “cloud” computing servicer could impact its operations and its business could be adversely impacted.
- LG Studios’ activities are subject to stringent and evolving obligations which may adversely impact its operations. LG Studios’ actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of its business operations, reputational harm, loss of revenue or profits, loss of customers or sales, and other adverse business consequences.
- Service disruptions or failures of LG Studios or its third-party service providers’ information systems may disrupt its businesses, damage its reputation, expose it to regulatory investigations, actions, litigation, fines and penalties or have a negative impact on its results of operations including but not limited to a loss of revenue or profit, loss of customers or sales and other adverse consequences.

- LG Studios may incur debt obligations that could adversely affect its business and profitability and its ability to meet other obligations.
- The terms of the Lions Gate Parent Credit Agreement (as defined below) and the Lions Gate Parent Indenture (as defined below) restrict LG Studios' current and future operations, particularly LG Studios' ability to respond to changes or to take certain actions.
- The U.S. Internal Revenue Service may not agree that LG Studios should be treated as a non-U.S. corporation for U.S. federal tax purposes and may not agree that its U.S. affiliates should not be subject to certain adverse U.S. federal income tax rules.
- Future changes to U.S. and non-U.S. tax laws could adversely affect LG Studios.
- Changes in foreign, state and local tax incentives may increase the cost of original programming content to such an extent that they are no longer feasible.
- LG Studios' tax rate is uncertain and may vary from expectations.
- Legislative or other governmental action in the U.S. could adversely affect LG Studios' business.
- Changes in, or interpretations of, tax rules and regulations, and changes in geographic operating results, may adversely affect LG Studios' effective tax rates.
- If LG Studios is a "passive foreign investment company," or "PFIC," U.S. Holders of Offering Shares may suffer adverse U.S. federal income tax consequences.

Risks Related to Ownership of Pubco's Securities

- LG Studios cannot be certain that an active trading market for its common shares will develop or be sustained after the Business Combination, and following the completion of the Business Combination, its share price may fluctuate significantly as a result of numerous factors beyond LG Studios' control.
- LG Studios does not expect to pay any cash dividends for the foreseeable future.
- If securities or industry analysts do not publish research or publish misleading or unfavorable research about LG Studios' business, LG Studios' share price and trading volume could decline.
- Upon consummation of the Business Combination, the rights and obligations of a Pubco shareholder will be governed by British Columbia law and may differ from the rights and obligations of shareholders of companies organized under the laws of other jurisdictions.
- A significant number of Pubco Common Shares may be sold into the market in the near future. This could cause the market price of Pubco Common Shares to drop significantly, even if LG Studios' business is performing well.
- Future sales of shares by the Lionsgate Holders could cause the price of Pubco Common Shares to drop significantly.
- Canadian takeover laws may discourage takeover offers being made for LG Studios or may discourage the acquisition of large numbers of Pubco Common Shares.
- Pubco Common Shares are subject to Canadian insolvency laws which are substantially different from Cayman Islands insolvency laws and may offer less protections to Pubco Shareholders compared to Cayman Islands insolvency laws.

Controlled Company Exemption

Lions Gate Parent controls a majority of the voting power of the outstanding Pubco Common Shares. As a result, Pubco will be a "controlled company" within the meaning of the Nasdaq rules, and Pubco may qualify for and

rely on exemptions from certain corporate governance requirements. Under Nasdaq corporate governance standards, a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including the requirements to:

- have a board that includes a majority of "independent directors", as defined under Nasdaq rules;
- have a compensation committee of the board that is comprised entirely of independent directors with a written charter addressing the committee's purpose and responsibilities; and
- have independent director oversight of director nominations.

Pubco may rely on the exemption from having a board that includes a majority of "independent directors" as defined under Nasdaq rules. Pubco may elect to rely on additional exemptions and it will be entitled to do so for as long as Pubco is considered a "controlled company", and to the extent it relies on one or more of these exemptions, holders of Pubco Common Shares will not have the same protections afforded to shareholders of companies that are subject to all of the Nasdaq corporate governance requirements.

THE OFFERING

Issuer	Lionsgate Studios Corp.
Pubco Common Shares offered by the Selling Shareholders	Up to 26,207,557 shares of Pubco Common Shares, which include 254,200 Pubco Additional Shares issued to Non-Redemption Investors pursuant to the Non-Redemption Agreements and 25,759,430 PIPE Shares that were issued to PIPE Investors pursuant to the Subscription Agreements immediately following the Amalgamations and an additional 193,927 Pubco Additional Shares that were issued to PIPE Investors who exercised reduction rights.
Common Shares outstanding	Pubco 288,681,224 Pubco Common Shares issued and outstanding as of May 13, 2024 (expected to be 290,758,067 shortly following the Closing).
Use of proceeds	We will not receive any of the proceeds from the sale of the Pubco Common Shares by the Selling Shareholders.
Market for Pubco Common Shares	The Pubco Common Shares are listed on Nasdaq under the ticker symbol “LION.” Pubco will not have units or warrants traded.
Risk factors	Any investment in the securities offered hereby is speculative and involves a high degree of risk. You should carefully consider the information set forth under “*Risk Factors*” and elsewhere in this prospectus.

RISK FACTORS

An investment in our securities involves a high degree of risk. You should carefully consider the following risk factors, together with all of the other information included in this prospectus, before making an investment decision. Our business, prospects, financial condition or operating results could decline due to any of these risks and, as a result, you may lose all or part of your investment.

Risks Related to the Studio Business

LG Studios faces substantial capital requirements and financial risks.

The production, acquisition and distribution of motion picture and television content requires substantial capital. A significant amount of time may elapse between expenditure of funds and the receipt of revenues after release or distribution of such content. LG Studios cannot assure you that it is able to successfully implement arrangements to reduce the risks of production exposure such as tax credit, government or industry programs. Additionally, LG Studios may experience delays and increased costs due to disruptions or events beyond its control and if production incurs substantial budget overruns, LG Studios may have to seek additional financing or fund the overrun itself. LG Studios cannot make assurances regarding the availability of such additional financing on terms acceptable to it, or that it will recoup these costs. Increased costs or budget overruns incurred with respect to a particular film may prevent its completion of release, or may result in a delayed release and the postponement to a potentially less favorable date. This could adversely affect box office performance, and the overall financial success of such film. Any of the foregoing could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects.

LG Studios may incur significant write-offs if its projects do not perform well enough to recoup costs.

LG Studios will be required to amortize capitalized production costs over the expected revenue streams as it recognizes revenue from films or other projects. The amount of production costs that will be amortized each quarter depends on, among other things, how much future revenue LG Studios expects to receive from each project. Unamortized production costs are evaluated for impairment each reporting period on a project-by-project basis when events or changes in circumstances indicate that the fair value of a film is less than its unamortized cost. These events and changes in circumstances include, among others, an adverse change in the expected performance of a film prior to its release, actual costs substantially in excess of budgeted cost for the film, delays or changes in release plans and actual performance subsequent to the film's release being less than previously expected performance estimates. In any given quarter, if LG Studios lowers its previous forecast with respect to total anticipated revenue from any film or other project or increases its previous forecast of cost of making or distribution of the film, LG Studios may be required to accelerate amortization or record impairment charges with respect to the unamortized costs, even if it previously recorded impairment charges for such film or other project. Such impairment charges could adversely impact the business, operating results and financial condition.

Changes in LG Studios' business strategy, plans for growth or restructuring may increase its costs or otherwise affect its profitability.

As changes in LG Studios' business environment occur, it may adjust its business strategies to meet these changes, which may include growing a particular area of business or restructuring a particular business or asset. In addition, external events including changing technology, changing consumer patterns, acceptance of its theatrical offerings and changes in macroeconomic conditions may impair the value of its assets. When these occur, LG Studios may incur costs to adjust its business strategy and may need to write down the value of assets. LG Studios may also invest in existing or new businesses. Some of these investments may have negative or low short-term returns and the ultimate prospects of the businesses may be uncertain or may not develop at a rate that supports its level of investment. In any of these events, LG Studios' costs may increase, it may have significant charges associated with the write-down of assets, or returns on new investments may be lower than prior to the change in strategy, plans for growth or restructuring.

LG Studios' revenues and results of operations may fluctuate significantly.

LG Studios' results of operations depend significantly upon the commercial success of the motion picture, television and other content that it sells, licenses or distributes, which cannot be predicted with certainty. In particular, if one or more motion pictures underperform at the box office in any given period, its revenue and earnings results for that period (and potentially, subsequent periods) may be less than anticipated. LG Studios' results of operations may also fluctuate due to the timing, mix, number and availability of theatrical motion picture and home entertainment releases, as well as license periods for content. Moreover, low ratings for television programming produced by LG Studios may lead to the cancellation of a program which may result in significant programming impairment charges in a given period, and can negatively affect license fees for the cancelled program in future periods. Other than non-renewals or cancellation of television programs or series that may occur from time to time, LG Studios is not aware of any current material cancellation of television programming releases or of content that it sells, licenses or distributes. In addition, the comparability of results may be affected by changes in accounting guidance or changes in LG Studios' ownership of certain assets and businesses. As a result of the factors above, LG Studios' results of operations may fluctuate and differ from period to period, and therefore, may not be indicative of the results for any future periods or directly comparable to prior reporting periods.

LG Studios' content licensing arrangements, primarily those relating to the distribution of films in foreign territories, may include minimum guarantee arrangements which, absent such arrangements, could adversely affect our results of operations.

LG Studios generates revenue principally from the licensing of content in domestic theatrical exhibition, home entertainment (e.g., digital media and packaged media), television, and international market places. Certain of such content licensing arrangements, primarily those relating to the distribution of films by third parties in foreign territories, may include a minimum guarantee. Revenue from these minimum guarantee arrangements amounted to approximately $101.3 million, $51.1 million and $29.8 million for the years ended March 31, 2023, 2022 and 2021 respectively, and $100.0 million and $29.6 million for the nine months ended December 31, 2023 and 2022, respectively.

To the extent that receipts generated by such foreign distributor from distribution of the film in the territory exceeds a formula-based threshold, the distributor pays LG Studios an amount in addition to the minimum guarantee (the "overage"). Absent these arrangements, the revenues derived by LG Studios may be determined as a function of a revenue-sharing formulation that calculates the licensee fee payable to LG Studios solely based on the actual performance of the film in the territory. In these situations, content that is not favorably received or underperforms may not achieve the level of revenues that LG Studios would have received from a minimum guarantee arrangement, which could adversely impact the Company's business, operating results and financial condition.

The Studio Business does not have long-term arrangements with many of its production orco-financing partners.

With respect to the Studio Business, Lions Gate Parent typically does not enter into long-term production contracts with the creative producers of motion picture and television content that it produces, acquires or distributes. Moreover, LG Studios generally will have certain derivative rights that provide it with distribution rights to, for example, prequels, sequels and remakes of certain content it produces, acquires or distributes. There is no guarantee that LG Studios will produce, acquire or distribute future content by any creative producer or co-financing partner, and a failure to do so could adversely affect its business, financial condition, operating results, liquidity and prospects.

The Studio Business relies on a few major retailers and distributors and the loss of any of those could reduce its revenues and operating results.

A small number of retailers and distributors account for a material percentage of the revenues in home entertainment for the Motion Picture segment of the Studio Business. The Studio Business does not have long-term agreements with retailers. In addition, in fiscal 2023, 2022 and 2021, the Studio Business generated approximately 25%, 24% and 11%, respectively, of its revenue from the Starz Business, and in fiscal 2023, 2022 and 2021, the Studio Business generated approximately 11%, 9% and 15%, respectively, of its revenue from Amazon.com, Inc. and its subsidiaries. LG Studios cannot assure you that it will maintain favorable relationships with its retailers and distributors or that they will not be adversely affected by economic conditions, including as a result of global pandemics, wars, such as Russia's invasion of Ukraine (including sanctions therefrom, though Lions Gate Parent and, to the knowledge of Lions Gate Parent, its directors and executive officers have not been, and are not expected to be, subject to any sanctions related to Russia's invasion of Ukraine), rising interest rates, inflation or a recession. For additional information, see Note 16 to the combined audited financial statements of the Studio Business in this prospectus. For information regarding charges related to Russia's invasion of Ukraine included in direct operating expenses for fiscal 2022, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Studio Business of Lions Gate Entertainment Corp*"

A significant portion of the Studio Business' library revenues comes from a small number of titles.

The Studio Business depends on a limited number of titles in any given fiscal quarter for the majority of the revenues generated by its library. In addition, many of the titles in its library are not presently distributed and generate substantially no revenue. Moreover, its rights to the titles in its library vary; in some cases, the Studio Business only holds the right to distribute titles in certain media and territories for a limited term; in other cases, certain rights may be reserved and/or granted to third parties or otherwise only granted to LG Studios for a limited period. If LG Studios cannot acquire new product and the rights to popular titles through production, distribution agreements, acquisitions, mergers, joint ventures or other strategic alliances, or renew expiring rights to titles generating a significant portion of its revenue on acceptable terms, any such failure could have a material adverse effect on its business, financial condition, operating results, liquidity and prospects. Other than its recent acquisition of eOne, Lions Gate Parent has not entered into any agreements regarding material acquisitions of titles, renewals, business combinations, joint ventures or sales that are pending. Completed material acquisitions have been previously disclosed in the reports of Lions Gate Parent that have been filed under the Exchange Act.

Changes in consumer behavior, as well as evolving technologies and distribution models, may negatively affect LG Studios' business, financial condition or results of operations.

LG Studios' success, in part, depends on its ability to anticipate and adapt to shifting content consumption patterns. The ways in which viewers consume content, and technology and business models in its industry, continue to evolve, and new distribution platforms, as well as increased competition from new entrants and emerging technologies, have added to the complexity of maintaining predictable revenues. Developments in technology and new content delivery products and services have also led to an increased amount of video content, as well as changes in consumers' expectations regarding the availability of video content and their willingness to pay for access to such content. These changes include the increase in the number of advertising-based video on demand services or free, ad-supported streaming linear channels (also known as FAST channels) or increased cord-cutting. In addition, rules governing new technological developments, such as developments in generative artificial intelligence, remain unsettled, and these developments may affect aspects of LG Studios' business model, including revenue streams for the use of its intellectual property and how LG Studios creates and distributes its content. If LG Studios fails to successfully exploit emerging technologies and effectively anticipate or adapt to emerging competitors, content distribution platforms, changes in consumer behavior and shifting business models, this could have a material adverse effect on its competitive position, business, financial condition and results of operations.

LG Studios faces substantial competition in all aspects of its business.

LG Studios is an independent distributor and producer. Most of the major U.S. studios are part of large diversified corporate groups with a variety of other operations that can provide both the means of distributing their products and stable sources of earnings that may allow them to better offset fluctuations in the financial performance of their motion picture operations and television production operations.

LG Studios faces economic, political, regulatory, and other risks from doing business internationally.

LG Studios has operations and distributes content outside the U.S. and derives revenue from international sources. As a result, its business is subject to certain risks inherent in international business, many of which are beyond its control. These risks may include:

- difficulties in understanding and complying with local laws, regulations and customs in foreign jurisdictions;
- laws and policies adversely affecting trade, investment and taxes, including laws and policies relating to the repatriation of funds and withholding taxes, and changes in these laws;
- sanctions imposed on countries, entities and individuals with whom it conducts business (such as those imposed due to Russia's invasion of Ukraine);
- the impact of trade disputes;
- anti-corruption laws and regulations such as the Foreign Corrupt Practices Act and the U.K. Bribery Act that impose strict requirements on how LG Studios may conduct its foreign operations and changes in these laws and regulations;
- changes in local regulatory requirements including regulations designed to stimulate local productions, promote and preserve local culture and economic activity (including local content quotas, investment obligations, local ownership requirements, and levies to support local film funds);
- differing degrees of consumer protection, data privacy and cybersecurity laws and changes in these laws;
- differing degrees of employee or labor laws and changes in these laws that may impact our ability to hire and retain foreign employees;
- strikes or other employment actions that may make it difficult to produce and/or localize content;
- censorship requirements that may cause LG Studios to remove or edit popular content, leading to consumer disappointment, brand tarnishment or consumer dissatisfaction;
- inability to adapt LG Studios' offerings successfully to differing languages, cultural tastes, and preferences in international markets;
- international jurisdictions where laws are less protective of intellectual property and varying attitudes towards the piracy of intellectual property;
- establishing and protecting a new brand identity in competitive markets;
- the instability of foreign economies and governments;
- currency exchange restrictions, export controls and currency devaluation risks in some foreign countries;
- war and acts of terrorism; and
- the spread of communicable diseases, which may impact business in such jurisdictions.

LG Studios' actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of its business operations, reputational harm, loss of revenue or profits, loss of customers or sales, and other adverse business consequences.

LG Studios is subject to risks associated with possible acquisitions, dispositions, business combinations, or joint ventures.

From time to time, LG Studios may engage in discussions and activities with respect to possible acquisitions, sale of assets, business combinations, joint ventures intended to complement or expand its business or other transactions, such as its acquisition of eOne in December 2023. However, LG Studios may not realize the anticipated benefit from the transactions it pursues; there may be liabilities assumed that it did not discover or that it underestimated in the course of performing its due diligence; the negotiation of the transaction and the integration of the acquired business could require LG Studios to incur significant costs and cause diversion of management's time and resources; the transaction could result in impairment of goodwill and other intangibles, development write-offs and other related expenses; the transaction may pose challenges in the consolidation and integration of information technology, accounting systems, personnel and operations; and LG Studios may have difficulty managing the combined entity in the short term if it experiences a significant loss of management personnel during the transition period after a significant acquisition. No assurance can be given that expansion, acquisition or other opportunities will be successful, completed on time, or that LG Studios will realize expected operating efficiencies, cost savings, revenue enhancements, synergies or other benefits. Any of the foregoing could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects. If LG Studios determines to sell individual properties, libraries or other assets or businesses, it will benefit from the net proceeds realized from such sales. However, LG Studios' long-term revenue may be affected due to the loss of revenue generating assets, and poor timing of disposals may result in unrealized asset value, all of which may diminish its ability to service its indebtedness and repay its notes and its other indebtedness at maturity. Furthermore, LG Studios' future growth may be inhibited if the disposed asset contributed in a significant way to the diversification of its business platform.

If Entertainment One Canada Ltd. loses Canadian status, it could lose licenses, incentives and tax credits.

Through the acquisition of eOne, LG Studios indirectly acquired the economic interests in Entertainment One Canada Ltd., a Canadian corporation ("**EOCL**"). EOCL is able to benefit from a number of licenses, incentive programs and Canadian government tax credits as a result of it being "Canadian controlled" as defined in the Investment Canada Act. LG Studios has taken measures to ensure that EOCL's Canadian status is maintained. There can be no assurance, however, that EOCL will be able to continue to maintain its Canadian status. The loss of EOCL's Canadian status could harm LG Studios' business, including the possible loss of future incentive programs and clawback of funding previously provided to EOCL.

LG Studios may fail to realize the anticipated benefits of the acquisition of eOne.

LG Studios may not be able to successfully integrate acquired personnel, operations, and technologies, or effectively manage the combined business following the eOne acquisition. LG Studios also may not achieve the anticipated benefits from the eOne acquisition due to a number of factors, including: (a) an inability to integrate or benefit from the acquisition in a profitable manner; (b) unanticipated costs or liabilities associated with the acquisition; (c) the incurrence of acquisition-related costs; (d) the diversion of management's attention from other business concerns; and (e) the loss of our or the acquired business' key employees.

LG Studios' success will depend on attracting and retaining key personnel and artistic talent.

LG Studios' success will depend upon the continued efforts, abilities and expertise of its executive teams and other key employees, including production, creative and technical personnel, including, in turn, on its ability to identify, attract, hire, train and retain such personnel. LG Studios expects to have employment agreements with top executive officers and production executives but does not expect to have significant "key person" life insurance policies for any employee. Although it is standard in the industry to rely on employment agreements as a method of retaining the services of key employees, these agreements cannot assure LG Studios of the continued
services of such employees. In addition, LG Studios will depend on the availability of a number of actors,

writers, directors and producers of third-party production companies who create its original programming. LG Studios cannot assure you that it will be successful in identifying, attracting, hiring, training and retaining such personnel in the future, and LG Studios' inability to do so could have a material adverse effect on its business, financial condition, operating results, liquidity and prospects.

Global economic turmoil and regional economic conditions could adversely affect LG Studios' business.

Global economic turmoil resulting from such events as global pandemics, wars, inflation, rising interest rates, bank failures or a recession, may cause a general tightening in the credit markets, lower levels of liquidity, increases in the rates of default and bankruptcy, levels of intervention from U.S. federal government and other foreign governments, decreased consumer confidence, overall slower economic activity and extreme volatility in credit, equity and fixed income markets. A decrease in economic activity in the U.S. or in other regions of the world in which LG Studios does business could adversely affect demand for its content, thus reducing its revenues and earnings. A decline in economic conditions could reduce performance of theatrical and home entertainment releases. In addition, an increase in price levels generally could result in a shift in consumer demand away from the entertainment offered, which could also adversely affect LG Studios revenues and, at the same time, increase costs. Moreover, financial institution failures may make it more difficult to finance any future acquisitions, or engage in other financing activities.

LG Studios could be adversely affected by labor disputes, strikes or other union job actions.

The Studio Business is directly or indirectly dependent upon highly specialized union members who are essential to the production of motion pictures and television content including writers, directors, actors and other talent as well as trade employees and others who are subject to collective bargaining agreements. In general, a labor dispute, work stoppage, work slowdown, strike by, or a lockout of, one or more of the unions that provide personnel essential to the production of motion pictures or television content, including a potential strike from The International Alliance of Theatrical Stage Employees, could delay or halt the Studio Business's ongoing development and/or production activities, or could cause a delay or interruption in release of new motion pictures and television content. Labor disputes may restrict access to content, result in work stoppages, and may result in increased costs and decreased revenue, which could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects.

Business interruptions from circumstances or events out of LG Studios' control could adversely affect LG Studios' operations.

The operations of the Studio Business are vulnerable to outages and interruptions due to fire, floods, power loss, telecommunications failures, software or hardware failures, loss of data, security breaches, cyberattacks, personnel misconduct or error, global pandemics, work stoppages and strikes, and similar events beyond its control. LG Studios' headquarters is located in Southern California, which is subject to natural disasters such as earthquakes, wildfires and flooding. In the event of a short-term power outage, LG Studios may have uninterrupted power source equipment designed to protect its equipment. A long-term power outage, however, could disrupt its operations.

Although LG Studios may carry business interruption insurance for potential losses (including earthquake-related losses), there can be no assurance that such insurance will be sufficient to compensate for losses that may occur or that such insurance may continue to be available on affordable terms. Any losses or damages incurred by LG Studios could have a material adverse effect on its business, financial condition, operating results, liquidity and prospects.

LG Studios' business is dependent on the maintenance and protection of its intellectual property and pursuing and defending against intellectual property claims may have a material adverse effect on LG Studios' business.

LG Studios' ability to compete depends, in part, upon successful maintenance and protection of its intellectual property. LG Studios will attempt to maintain and protect its proprietary and intellectual property rights to its productions through available copyright and trademark laws, contractual provisions in its agreements with its employees, contractors and production partners that develop intellectual property on its behalf, and licensing and distribution arrangements with reputable international companies in specific territories and media for limited durations. Despite these precautions, existing copyright and trademark laws afford only limited practical protection in certain countries where the Studio Business distributes its products. As a result, it may be possible for unauthorized third parties to copy and distribute LG Studios' productions or certain portions or applications of its intended productions, which could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects. Moreover, there can be no assurance that LG Studios, content producers or other third parties from whom it has licensed or acquired content, have, in every instance, entered into agreements that contain appropriate protections regarding intellectual property, including non-disclosure, "work made for hire" or valid assignment provisions, with each party who has developed intellectual property on their respective behalf. Litigation may also be necessary to enforce LG Studios' intellectual property rights, to protect its trade secrets, or to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. Any such litigation, infringement or invalidity claims could result in substantial costs and the diversion of resources and could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects. LG Studios' more successful and popular film or television products or franchises may experience higher levels of infringing activity, particularly around key release dates. Alleged infringers have claimed and may claim that their products are permitted under fair use or similar doctrines, that they are entitled to compensatory or punitive damages because LG Studios' efforts to protect its intellectual property rights are illegal or improper, and that LG Studios' key trademarks or other significant intellectual property are invalid. Such claims, even if meritless, may result in adverse publicity or costly litigation. LG Studios will vigorously defend its copyrights and trademarks from infringing products and activity, which can result in litigation. It may receive unfavorable preliminary or interim rulings in the course of litigation, and there can be no assurance that a favorable final outcome will be obtained in all cases. Additionally, one of the risks of the film and television production business is the possibility that others may claim that LG Studios' productions and production techniques misappropriate, infringe, or otherwise violate the intellectual property rights of third parties.

Notwithstanding its efforts to obtain all permissions and clearances it deems necessary in relation to the content it creates or distributes, from time to time, LG Studios may be subject to claims and legal proceedings regarding alleged infringement by it of the intellectual property rights (including patents) of third parties. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, require the development of alternative technology or business practices, injunctions against LG Studios, or payments for licenses or damages. These risks may be amplified by the increase in third parties whose sole or primary business is to assert such claims. Regardless of the validity or the success of the assertion of any such claims, LG Studios could incur significant costs and diversion of resources in enforcing its intellectual property rights or in defending against such claims, which could have a material adverse effect on its business, financial condition, operating results, liquidity and prospects.

In addition, LG Studios may, from time to time, lose or cease to control certain of its rights in the intellectual property on which it relies. Pursuant to applicable intellectual property laws, such rights may expire or be transferred to third parties as a result of the operation of copyright reversion and/or termination of transfer rights under applicable laws. Additionally, where LG Studios acquires rights in certain properties or content, it may only acquire such rights for a limited period or subject to other restrictions. Where LG Studios loses intellectual property rights, it may not be able to re-acquire such rights on reasonable terms or at all, including due to material entering the public domain. The loss of (or of control of) such intellectual property rights may adversely impact LG Studios' ability to prevent others from exploiting content based on such rights.

The Studio Business involves risks of liability claims for content of material, which could adversely affect LG Studios' business, results of operations and financial condition.

As a distributor of media content, LG Studios may face potential liability for defamation, violation of rights of privacy or publicity or other similar rights, negligence, copyright or trademark infringement, claims related to the adult nature of some of its content, other claims based on the nature and content of the materials distributed or on statements made by personnel or talent regarding or promoting those materials or attributable to its business. These types of claims have been brought, sometimes successfully, against producers and distributors of media content. Any imposition of liability that is not covered by insurance or is in excess of insurance coverage could have a material adverse effect on LG Studios' business, financial condition, operating results, liquidity and prospects.

Piracy of films and television programs could adversely affect LG Studios' business over time.

Piracy is extensive in many parts of the world and is made easier by the availability of digital copies of content and technological advances allowing conversion of films and television content into digital formats. This trend facilitates the creation, transmission and sharing of high-quality unauthorized copies of motion pictures and television content. The proliferation of unauthorized copies of these products has had and will likely continue to have an adverse effect on the Studio Business, because these products may reduce the revenue it may receive from distribution. In order to contain this problem, LG Studios may have to implement elaborate and costly security and anti-piracy measures, which could result in significant expenses and losses of revenue. LG Studios cannot assure you that even the highest levels of security and anti-piracy measures will prevent piracy.

LG Studios may rely upon "cloud" computing services to operate certain aspects of its service and any disruption of or interference with its use of its "cloud" computing servicer could impact its operations and its business could be adversely impacted.

LG Studios may utilize "cloud" computing services to deliver a distributed computing infrastructure platform for its business operations. LG Studios may architect its software and computer systems so as to utilize data processing, storage capabilities and other services provided by its current "cloud" computing service provider and run its computing via such "cloud" computing service provider. Given this, along with the fact that switching "cloud" computing services to another provider may be difficult, any problems faced by LG Studios' "cloud" computing provider, including technological or business-related disruptions, as well as cybersecurity threats and regulatory interference, or any unanticipated interference with its current "cloud" service provider could impact LG Studios' operations and its business could be adversely impacted.

LG Studios' activities are subject to stringent and evolving obligations which may adversely impact its operations. LG Studios' actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation; fines and penalties; disruptions of its business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse business consequences.

Data Privacy and Security. In the ordinary course of its business, LG Studios collects, generates, uses, stores, processes, discloses, transmits, shares and transfers (collectively "processing") personal data and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, and third-party data, through its websites and applications and those of third parties. Among other purposes, LG Studios uses this information to engage with users, promote its programming, and monitor the use of its digital platforms. LG Studios' collection and use of personal data may subject it to numerous data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contractual requirements, and other obligations relating to data privacy and security.

In the U.S, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, consumer protection laws (e.g., Section 5 of the Federal

Trade Commission Act and the Controlling the Assault of Non-Solicited Pornography and Marketing Act), and other similar laws (e.g., wiretapping laws). For example, in the past few years, numerous U.S. states—including California, Virginia, Colorado, Connecticut, and Utah—have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal data. As applicable, such rights may include the right to access, correct, or delete certain personal data, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact LG Studios' business and ability to provide its products and services. Certain states also impose stricter requirements for processing certain personal data, including sensitive information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018 ("**CCPA**") allows for civil penalties (up to $7,500 per intentional violation). Similar laws are being considered in several other states, as well as at the federal and local levels. These developments further complicate compliance efforts and increase legal risk and compliance costs for LG Studios and the third parties upon whom LG Studios relies.

Outside the U.S, an increasing number of laws, regulations, and industry standards apply to data privacy and security. For example, the European Union's General Data Protection Regulation ("**EU GDPR"),** the United Kingdom's GDPR ("**UK GDPR**" and, together with the EU GDPR, "**EU GDPR**"), the EU Digital Services Act, Brazil's General Data Protection Law (Lei Geral de Proteção de Dados Pessoais, or "**LGPD**") (Law No. 13,709/2018) and Canada's Personal Information Protection and Electronic Documents Act ("**PIPEDA**") impose strict requirements for processing personal data. For example, under the GDPR, companies may face temporary or definitive bans on data processing and other corrective actions; fines of up to 20 million Euros (under the EU GDPR) or, 17.5 million pounds sterling (under the UK GDPR), or 4% of annual global revenue, whichever is greater; or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests. As another example, in Canada, PIPEDA and various related provincial laws, as well as Canada's Anti-Spam Legislation ("CASL"), may apply to LG Studios' operations, as well as the LGPD in Brazil. The LGPD broadly regulates processing personal data of individuals in Brazil and imposes compliance obligations and penalties comparable to those of the GDPR.

Additionally, regulators are increasingly scrutinizing companies that process children's data. Numerous laws, regulations, and legally-binding codes, such as the Children's Online Privacy Protection Act ("COPPA"), California's Age Appropriate Design Code, CCPA, other U.S. state comprehensive privacy laws, GDPR, and the UK Age Appropriate Design Code impose various obligations on companies that process children's data, including requiring certain consents to process such data and extending certain rights to children and their parents with respect to that data. Some of these obligations have wide ranging applications, including for services that do not intentionally target child users (defined in some circumstances as a user under the age of 18 years old). These laws may be, or in some cases, have already been, subject to legal challenges and changing interpretations, which may further complicate LG Studios' efforts to comply with these laws.

LG Studios' may be subject to new laws governing the processing of consumer health data, including by providing for reproductive, sexual orientation, and gender identity privacy rights. For example, Washington's My Health My Data Act ("MHMD") broadly defines consumer health data, places restrictions on processing consumer health data (including imposing stringent requirements for consents), provides consumers certain rights with respect to their health data, and creates a private right of action to allow individuals to sue for violations of the law. Other states are considering and may adopt similar laws.

Additionally, under various privacy laws (such as the Video Privacy Protection Act) and other obligations, LG Studios' may be required to obtain certain consents to process personal data. Noncompliance with such obligations is increasingly subject to challenges by class action plaintiffs. LG Studios' inability or failure to obtain such consents could result in adverse consequences.

In the ordinary course of business, LG Studios may transfer personal data from Europe and other jurisdictions to the U.S. or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area ("**EEA**") and the United Kingdom ("**UK**") have significantly restricted the transfer of personal data to the U.S. and other countries whose privacy laws it believes are inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the U.S. in compliance with law, such as the EEA standard contractual clauses, the UK's International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework and the UK extension thereto (which allows for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms are subject to legal challenges, and there is no assurance that LG Studios can satisfy or rely on these measures to lawfully transfer personal data to the U.S.

If there is no lawful manner for LG Studios to transfer personal data from the EEA, the UK or other jurisdictions to the U.S., or if the requirements for a legally-compliant transfer are too onerous, LG Studios could face significant adverse consequences, including the interruption or degradation of its operations, the need to relocate part of or all its business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against processing or transferring of personal data necessary to operate its business. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of the EEA for allegedly violating the GDPR's cross-border data transfer limitations.

LG Studios is also bound by contractual obligations related to data privacy and security, and its efforts to comply with such obligations may not be successful. For example, LG Studios is contractually subject to industry standards adopted by industry groups, such as the Payment Card Industry Data Security Standard ("PCI DSS"). The PCI DSS requires companies to adopt certain measures to ensure the security of cardholder information, including using and maintaining firewalls, adopting proper password protections for certain devices and software, and restricting data access. Noncompliance with PCI-DSS can result in penalties ranging from fines of $5,000 to $100,000 per month by credit card companies, litigation, damage to LG Studios' reputation, and revenue losses. LG Studios also relies on third parties to process payment card data, who may be subject to PCI DSS, and its business may be negatively affected if these parties are fined or suffer other consequences as a result of PCI DSS noncompliance. Moreover, LG Studios publishes privacy policies, marketing materials and other statements regarding data privacy and security, including as required by applicable laws and regulations. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of LG Studios' practices, it may be subject to investigation, enforcement actions by regulators or other adverse consequences.

Obligations related to data privacy and security (and consumers' data privacy expectations) are quickly changing, becoming increasingly stringent, and creating uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Preparing for and complying with these obligations requires significant resources and may necessitate changes to LG Studios' information systems, policies and practices and to those of any third parties upon which it relies.

LG Studios may at times fail (or be perceived to have failed) in efforts to comply with data privacy and security obligations. Moreover, despite its efforts, its personnel or third parties upon whom it relies may fail to comply with such obligations, which could negatively impact LG Studios' business operations and compliance posture. If LG Studios or the third parties on which it relies fails, or are perceived to have failed, to address or comply with applicable data privacy and security obligations, LG Studios could face significant consequences, including, but not limited to: government enforcement actions (e.g., investigations, fines, penalties, audits, inspections, and

similar); litigation (including class-action claims) and mass arbitration demands; additional reporting requirements and/or oversight; bans or restrictions on processing personal data; or orders to destroy or not use personal data. In particular, plaintiffs have become increasingly active in bringing privacy-related claims against companies, including class claims and mass arbitration demands. Some of these claims allow for the recovery of statutory damages on a per violation basis, and, if viable, carry the potential for monumental statutory damages, depending on the volume of data and the number of violations. Any of these events could have a material adverse effect on LG Studios' reputation, business, or financial condition, including, but not limited to: loss of customers; interruptions or stoppages in business operations; inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize its products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or substantial changes to its business model or operations.

Consumer Protection Laws. The continued growth and development of the market for online commerce may lead to more stringent consumer protection laws both domestically and internationally, which may impose additional burdens on LG Studios. In addition, many states have enacted laws regulating automatically renewing online subscription services. If authorities start taking increased enforcement action related to statutes governing perceived unfair deceptive acts and practices, LG Studios could suffer additional costs, complaints and/or regulatory investigations or fines. Other changes in consumer protection laws and the interpretations thereof, could have a materially adverse effect on LG Studios' business, financial condition and results of operations.

Levies/Taxes. Governments are increasingly looking to introduce regulations related to media and tax that may apply to LG Studios' services. For example, some international governments have enacted or are considering enacting laws that impose levies and other financial obligations on media operators located outside their jurisdiction. Other changes in levy or tax laws and the interpretations thereof could have a materially adverse effect on LG Studios' business, financial condition and results of operations.

Service disruptions or failures of LG Studios' or its third party service providers' information systems, data and networks may disrupt its businesses, damage its reputation, expose it to regulatory investigations, actions, litigation, fines and penalties or have a negative impact on its results of operations including but not limited to loss of revenue or profit, loss of customers or sales and other adverse consequences.

In the ordinary course of LG Studios' business, LG Studios and the third parties on which it relies process proprietary, confidential, and sensitive data, including personal data, intellectual property, and trade secrets (collectively, sensitive information). Threats such as cyberattacks, malicious internet-based activity, and online and offline fraud are becoming more prevalent and are increasingly difficult to detect. These threats come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," personnel (such as through theft or misuse), sophisticated nation-states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, LG Studios and the third parties upon which it relies may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt LG Studios' systems and operations, supply chain, and ability to produce, sell and distribute its goods and services.

LG Studios and the third parties upon which it relies are subject to a variety of evolving threats, including but not limited to social-engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks, credential stuffing attacks, credential harvesting, personnel misconduct or error, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, attacks enhanced or facilitated by artificial intelligence, and other similar threats. In particular, ransomware attacks are becoming increasingly prevalent and can lead to significant interruptions in LG Studios' operations, loss of data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but LG Studios may be unwilling or unable to make

such payments due to, for example, applicable laws or regulations prohibiting such payments. Further, a partially remote workforce poses increased risks to LG Studios' information technology systems and data, as certain employees work from home on a full or part-time basis, utilizing network connections outside LG Studios' premises. Business transactions (such as acquisitions or integrations) could expose LG Studios to additional cybersecurity risks and vulnerabilities, as its systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, LG Studios may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into its information technology environment and security program.

LG Studios relies on third parties to operate critical business systems to process proprietary, confidential or other sensitive data in a variety of contexts, including, without limitation, cloud-based infrastructure (for more, see the Risk Factor titled "*LG Studios' may rely upon "cloud' computing services to operate certain aspects of its service and any disruption of or interference with its use of its "cloud" computing servicer could impact its operations and its business could be adversely impacted.*"), data center facilities, encryption and authentication technology, employee email servers, content delivery systems, and other functions. LG Studios' ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If these third parties experience a security incident or other interruption, LG Studios could experience adverse consequences. While LG Studios may be entitled to damages if these third parties fail to satisfy their privacy or security-related obligations to it, any award may be insufficient to cover LG Studios' damages, or LG Studios may be unable to recover such award. Similarly, supply-chain attacks have increased in frequency and severity, and LG Studios cannot guarantee that third parties and infrastructure in its supply chain or its third-party partners' supply chains have not been compromised.

LG Studios takes steps to detect, mitigate and remediate vulnerabilities in its information systems (such as its hardware or software) and those of the third parties upon which LG Studios relies, but it may not be able to detect and remediate (or have its third party service providers remediate) all such vulnerabilities on a timely basis or at all. Further, LG Studios may experience delays in developing and deploying remedial measures and patches designed to address any such identified vulnerabilities. If not remediated expeditiously, vulnerabilities could be exploited and result in a security incident.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to LG Studios' sensitive information. A security incident or other interruption could disrupt LG Studios' ability (and that of third parties upon whom it relies) to provide its services. LG Studios' may expend significant resources or modify its business activities to try to protect against security incidents. Certain data privacy and security obligations may require LG Studios to implement and maintain specific industry-standard or reasonable security measures to protect its information technology systems and sensitive information. While LG Studios has implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective.

Applicable data privacy and security obligations may require LG Studios to notify relevant stakeholders, including affected individuals, customers, regulators, and investors, of security incidents. Such disclosures are costly, and the disclosures or the failure to comply with such requirements could lead to adverse consequences. If LG Studios (or a third party upon whom it relies) experiences a security incident or is perceived to have experienced a security incident, LG Studios may experience adverse consequences, such as: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information; litigation; indemnification obligations; negative publicity; reputational harm; monetary fund diversions; interruptions in its operations; financial loss; and other similar harms. Security incidents and attendant consequences may cause customers to stop using LG Studios' services, deter new customers from using LG Studios' services, and negatively impact LG Studios' ability to grow and operate its business. LG Studios' contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in its contracts are

sufficient to protect it from liabilities, damages, or claims related to its data privacy and security obligations. LG Studios cannot be sure that its insurance coverage will be adequate or sufficient to protect it from or to mitigate liabilities arising out of its privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

In addition to experiencing a security incident, third parties may gather, collect, or infer sensitive information about LG Studios from public sources, data brokers, or other means that reveals competitively sensitive details about its organization and could be used to undermine its competitive advantage or market position.

LG Studios may incur debt obligations that could adversely affect its business and profitability and its ability to meet other obligations.

LG Studios and certain of its subsidiaries completed one or more financing transactions on or prior to the completion of the Business Combination. As a result of such transactions, LG Studios expects to have approximately $1,587.7 million of corporate intercompany indebtedness upon completion of the Business Combination pursuant to an intercompany note and assumption agreement (the "**Intercompany Note**") between Lions Gate Television Inc., a Delaware corporation and subsidiary of LG Studios ("**LGTV**"), and Lions Gate Capital Holdings LLC , a Delaware limited liability company and subsidiary of Lions Gate Parent ("**LGCH**"). Additionally, LGAC International LLC, a Delaware limited liability company and subsidiary of LG Studios ("**LGAC International**"), and Lions Gate Capital Holdings 1, Inc., a Delaware corporation and subsidiary of Lions Gate Parent ("**LGCH1**"), entered into a revolving credit agreement pursuant to which LGAC International and LGCH1 agreed to make revolving loans to each other from time to time, provided that the net amount owing by one party to the other at any particular time may not exceed $150.0 million. Upon completion of the Business Combination, LG Studios and certain of its subsidiaries will also continue to provide a guarantee of Lions Gate Parent's obligations under (i) the Lions Gate Parent Credit Agreement, (ii) the Lions Gate Parent Indenture and 5.500% senior notes due 2029 issued thereunder and (iii) the Lions Gate Parent Exchange Indenture and 5.500% exchange notes due 2029 issued thereunder. LG Studios and certain of its subsidiaries will also continue to grant liens on and pledge collateral in favor of the collateral agent on behalf of the secured parties under the Lions Gate Parent Credit Agreement. LG Studios may also incur additional indebtedness in the future. As of December 31, 2023 and March 31, 2023, the Studio Business has corporate debt of approximately $1,604.4 million and $1,259.9 million, respectively, and film related obligations of approximately $1,821.5 million and $1,951.5 million, respectively. The Studio Business' Intercompany Note provides for revolving credit commitments of $1.10 billion. The Studio Business's debt service obligations (principal and interest) on its corporate debt and film related obligations outstanding as of December 31, 2023 over the next twelve months is estimated to be approximately $1,428.4 million. This amount is based on the applicable SOFR rate as of December 31, 2023, and is net of payments and receipts from the Studio Business's interest rate swaps under the Studio Business' Intercompany Note and excludes amounts that may be required for future borrowings under the revolving credit line portion of the Studio Business' Intercompany Note. The debt service amounts exclude amounts due at maturity associated with the Studio Business' Intercompany Note including amounts reflective of Lions Gate Parent's Term Loan A, which may be accelerated to December 2024 if amounts in excess of $250 million remain outstanding under Lions Gate Parent's Term Loan B and have not been repaid, refinanced or extended to have a maturity on or after July 6, 2026. Interest paid on the weighted average borrowings under the line of credit of approximately $281.7 million amounted to $22.1 million during the nine months ended December 31, 2023.

This significant amount of debt could potentially have important consequences to LG Studios and its debt and equity investors, including:

- requiring a substantial portion of its cash flow from operations to make interest payments;
- making it more difficult to satisfy debt service and other obligations;
- increasing the risk of a future credit ratings downgrade of its debt, which could increase future debt costs and limit the future availability of debt financing;

- increasing its vulnerability to general adverse economic and industry conditions;
- reducing the cash flow available to fund capital expenditures and other corporate purposes and to grow its business;
- limiting LG Studios' flexibility in planning for, or reacting to, changes in its business and the industry;
- placing LG Studios at a competitive disadvantage relative to its competitors that may not be as highly leveraged with debt; and
- limiting LG Studios' ability to borrow additional funds as needed or take advantage of business opportunities as they arise, pay cash dividends or repurchase Pubco Common Shares.

To the extent that LG Studios incurs additional indebtedness, the foregoing risks could increase. In addition, LG Studios' actual cash requirements in the future may be greater than expected. Its cash flow from operations may not be sufficient to repay all of the outstanding debt as it becomes due, and LG Studios may not be able to borrow money, sell assets or otherwise raise funds on acceptable terms, or at all, to refinance its debt. For more information, see "*StudioCo Relationships and Related Party Transactions – Intercompany Note and Assumption Agreement*."

The terms of the Lions Gate Parent Credit Agreement and the Lions Gate Parent Exchange Indenture restrict LG Studios' current and future operations, particularly LG Studios' ability to respond to changes or to take certain actions.

Upon completion of the Business Combination, LG Studios will remain subject to the covenants contained in the Lions Gate Parent Credit Agreement, Lions Gate Parent Indenture, and the Lions Gate Parent Exchange Indenture. The Lions Gate Parent Credit Agreement and the Lions Gate Parent Exchange Indenture contain a number of restrictive covenants that impose significant operating and financial restrictions on LG Studios and limit LG Studios' ability to engage in acts that may be in LG Studios' long-term best interest, including restrictions on LG Studios' ability to: incur, assume or guarantee additional indebtedness; issue certain disqualified stock; pay dividends or distributions or redeem or repurchase capital stock; prepay, redeem or repurchase debt that is junior in right of payment to the debt under the Lions Gate Parent Credit Agreement and the notes under the Lions Gate Parent Indenture and Lions Gate Parent Exchange Indenture; make loans or investments; incur liens; restrict dividends, loans or asset transfers from Lions Gate Parent restricted subsidiaries; sell or otherwise dispose of assets, including capital stock of subsidiaries and sale/leaseback transactions; consolidate or merge with or into, or sell substantially all assets to, another person; enter into transactions with affiliates; and enter into new lines of business.

In addition, the Lions Gate Parent Credit Agreement requires Lions Gate Parent to maintain specified financial ratios, tested quarterly. Lions Gate Parent's ability to meet those financial ratios can be affected by events beyond LG Studios' control, including the effects on Lions Gate Parent's or LG Studios' business from global pandemics and related government actions and consumer behavior; as such, Lions Gate Parent may be unable to meet such financial ratios.

A breach of the covenants under the Lions Gate Parent Credit Agreement, the Lions Gate Parent Indenture, or the Lions Gate Parent Exchange Indenture, or nonpayment of any principal or interest due thereunder, could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the related debt and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In addition, an event of default under the Lions Gate Parent Credit Agreement would permit the lenders under the Lions Gate Parent revolving facility to which LG Studios will have access pursuant to the Intercompany Note to terminate all commitments to extend further credit thereunder. Furthermore, if Lions Gate Parent were unable to repay the amounts due and payable under the Lions Gate Parent Credit Agreement, the lenders thereof could proceed against the collateral granted to them to secure the credit facilities outstanding under the Lions Gate Parent Credit Agreement. In the event Lions Gate Parent's lenders or noteholders accelerate

the repayment of the borrowings outstanding under the Lions Gate Parent Credit Agreement, Lions Gate Parent Indenture, or Lions Gate Parent Exchange Indenture, Lions Gate Parent and its subsidiaries including LG Studios and its subsidiaries may not have sufficient assets to repay that indebtedness.

The U.S. Internal Revenue Service may not agree that LG Studios should be treated as anon-U.S. corporation for U.S. federal tax purposes and may not agree that its U.S. affiliates should not be subject to certain adverse U.S. federal income tax rules.

Under current U.S. federal tax law, a corporation is generally considered for U.S. federal tax purposes to be a tax resident in the jurisdiction of its organization or incorporation. Because LG Studios is incorporated outside of the U.S., it would generally be classified as a non-U.S. corporation (and, therefore, a non-U.S. tax resident) under these rules. However, Section 7874 of the Code ("**Section 7874**") provides an exception to this general rule under which a non-U.S. incorporated entity may, in certain circumstances, be treated as a U.S. corporation (or surrogate foreign corporation) for U.S. federal tax purposes if it acquires a domestic entity (referred to as a "domestic entity acquisition"), and after the domestic entity acquisition, 80% or more (by vote or value) of the non-U.S. incorporated entity's stock (60% or more for purposes of a surrogate foreign corporation determination) is held by former shareholders of the domestic entity by reason of holding stock in the domestic entity. This exception generally does not apply to situations in which, prior to the domestic entity acquisition, 80% or more (by vote and value) of the stock of the domestic entity was held directly or indirectly by a parent corporation (referred to as the "common parent"), and, after the domestic entity acquisition, the same common parent holds 80% or more (by vote and value) of the stock of the non-U.S. incorporated entity (referred to as the "internal group restructuring exception"). The internal group restructuring exception is preserved notwithstanding the common parent's related transfer of the non-U.S. incorporated entity stock to its shareholders.

There is limited guidance regarding the application of Section 7874, including the application of the rules to the facts as they may exist at the time of the closing of the Business Combination. If LG Studios were to be treated as a U.S. corporation for federal tax purposes, it could be subject to substantially greater U.S. tax liability than currently contemplated as a non-U.S. corporation. In addition, non-U.S. shareholders of LG Studios would be subject to U.S. withholding tax on the gross amount of any dividends paid by LG Studios to such shareholders (subject to an exemption or reduced rate available under an applicable tax treaty). Alternatively, if LG Studios were to be treated as a surrogate foreign corporation for U.S. federal tax purposes, it and its U.S. affiliates (including the U.S. affiliates historically owned by it) may, in some circumstances, be subject to certain adverse U.S. federal income tax rules (which, among other things, could limit its ability to utilize certain U.S. tax attributes to offset U.S. taxable income or to offset the gain resulting from certain transactions).

Future changes to U.S. and non-U.S. tax laws could adversely affect LG Studios.

The U.S. Congress, the Organisation for Economic Co-operation and Development ("**OECD**") and other government agencies in jurisdictions where LG Studios and its affiliates conduct business have had an extended focus on issues related to the taxation of multinational corporations. For the past several years, the primary focus has been in the area of "base erosion and profit shifting," including situations where payments are made between affiliates from a jurisdiction with high tax rates to a jurisdiction with lower tax rates. As part of its so-called Base Erosion and Profit Shifting ("**BEPS**") project, OECD and the G-20 developed changes to numerous long-standing international tax principles. More recently, countries are increasingly seeking ways to tax what is sometimes referred to as the digitalized economy. For example, in response to the increasing globalization and digitalization of trade and business operations, OECD is working on a proposal as an extension of its BEPS project to establish a global minimum corporate taxation rate. The rules are designed to ensure that large multinational groups pay corporate income taxes at the minimum rate of 15% in the countries where they operate. The goal is for OECD members to enact domestic legislation implementing these rules effective beginning 2024.

Tax laws are dynamic and subject to change as new laws are passed and new interpretations of the law are issued or applied. The U.S. has enacted significant tax reform, and certain provisions of the law may adversely affect

LG Studios. Many countries in the European Union, as well as a number of other countries and organizations such as OECD, are increasingly scrutinizing the tax positions of companies and actively considering changes to existing tax laws that, if enacted, could increase LG Studios' tax obligations in countries where it does business. For example, the United Kingdom increased its corporate tax rate from 19% to 25%, starting in April 2023. There can be no assurance that Canadian federal income tax laws, the judicial interpretation thereof, or the administrative policies and assessing practices of the Canada Revenue Agency will not be changed in a manner that adversely affects LG Studios or the holders of LG Studios common stock. If U.S. or other tax authorities change applicable tax laws, LG Studios' overall taxes could increase, and LG Studios' business, financial condition or results of operations may be adversely impacted.

Changes in foreign, state and local tax incentives may increase the cost of original programming content to such an extent that they are no longer feasible.

Original programming requires substantial financial commitment, which can occasionally be offset by foreign, state or local tax incentives. However, there is a risk that the tax incentives will not remain available for the duration of a series. If tax incentives are no longer available or reduced substantially, it may result in increased costs for it to complete the production, or make the production of additional seasons more expensive. If LG Studios is unable to produce original programming content on a cost-effective basis, its business, financial condition and results of operations would be materially adversely affected.

LG Studios' tax rate is uncertain and may vary from expectations.

There is no assurance that LG Studios will be able to maintain any particular worldwide effective corporate tax rate because of uncertainty regarding the tax policies in the jurisdictions in which it and its affiliates operate. LG Studios' actual effective tax rate may vary from its expectations, and such variance may be material. Additionally, tax laws or their implementation and applicable tax authority practices in any particular jurisdiction could change in the future, possibly on a retroactive basis, and any such change could have an adverse impact on LG Studios and its affiliates.

Legislative or other governmental action in the U.S. could adversely affect LG Studios' business.

Legislative action may be taken by the U.S. Congress that, if ultimately enacted, could limit the availability of tax benefits or deductions that LG Studios expects to claim, override tax treaties upon which it expects to rely, or otherwise increase the taxes that the U.S. imposes on LG Studios' worldwide operations. Such changes could materially adversely affect LG Studios' effective tax rate and/or require it to take further action, at potentially significant expense, to seek to preserve its effective tax rate. In addition, if proposals were enacted that had the effect of limiting LG Studios' ability as a Canadian company to take advantage of tax treaties with the U.S., it could incur additional tax expense and/or otherwise incur business detriment.

Changes in, or interpretations of, tax rules and regulations, and changes in geographic operating results, may adversely affect LG Studios' effective tax rates.

LG Studios is subject to income taxes in Canada, the U.S. and other tax jurisdictions. It also conducts business and financing activities between its entities in various jurisdictions and it is subject to complex transfer pricing regulations in the countries in which it operates. Although uniform transfer pricing standards are emerging in many of the countries in which it operates, there is still a relatively high degree of uncertainty and inherent subjectivity in complying with these rules. In addition, due to economic and political conditions, tax rates in various jurisdictions may be subject to significant change. LG Studios' future effective tax rates could be affected by changes in tax laws or regulations or the interpretation thereof (including those affecting the allocation of profits and expenses to differing jurisdictions), by changes in the amount of revenue or earnings that it derives from international sources in countries with high or low statutory tax rates, by changes in the valuation of its deferred tax assets and liabilities, by changes in the expected timing and amount of the release of any tax

valuation allowance, or by the tax effects of stock-based compensation. Unanticipated changes in its effective tax rates could affect its future results of operations. Further, LG Studios may be subject to examination of its income tax returns by federal, state, and foreign tax jurisdictions. LG Studios regularly assesses the likelihood of outcomes resulting from possible examinations to determine the adequacy of its provision for income taxes. In making such assessments, it exercises judgment in estimating its provision for income taxes. While LG Studios believes its estimates are reasonable, it cannot assure you that final determinations from any examinations will not be materially different from those reflected in its historical income tax provisions and accruals. Any adverse outcome from any examinations may have an adverse effect on its business and operating results, which could cause the market price of its securities to decline.

If LG Studios is a "passive foreign investment company," or "PFIC," U.S. Holders of Offering Shares may suffer adverse U.S. federal income tax consequences.

If LG Studios is a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder (as defined below in the section entitled "*Material U.S. Federal Income Tax Considerations for U.S. Holders*"), the U.S. Holder may be subject to adverse U.S. federal income tax consequences with respect to the ownership and disposition of Offering Shares, and may be subject to additional reporting requirements.

Because the timing of the Business Combination is uncertain and PFIC status is based on income, assets and activities for the entire taxable year and will be determined based on the assets and activities of the combined business, it is not possible to determine LG Studios' PFIC status until after the close of the current taxable year. In addition, the determination of PFIC status is fundamentally factual in nature and depends on the application of complex U.S. federal income tax rules that are subject to differing interpretations. Accordingly, there can be no assurance that LG Studios will not be treated as a PFIC for the current taxable year or any future taxable year. In addition, the U.S. counsel to LG Studios expresses no opinion with respect to the PFIC status of LG Studios for any taxable year.

If a U.S. Holder holds (is deemed to hold) Offering Shares while LG Studios (or any of its successors) is a PFIC, unless the U.S. Holder makes certain elections, LG Studios will continue to be treated as a PFIC with respect to such U.S. Holder during subsequent years, whether or not LG Studios is treated as a PFIC in those years.

U.S. Holders are strongly urged to consult with their own tax advisors to determine the application of the PFIC rules to them in their particular circumstances and any resulting tax consequences. Please see the subsection entitled "*Material U.S. Federal Income Tax Considerations for U.S. Holders—Passive Foreign Investment Company Considerations*" for a more detailed discussion with respect to the PFIC status of LG Studios and the resulting tax consequences to U.S. Holders.

Risks Related to Ownership of LG Studios' Securities

LG Studios cannot be certain that an active trading market for its common shares will develop or be sustained after the Business Combination, and following the completion of the Business Combination, its share price may fluctuate significantly as a result of numerous factors beyond LG Studios' control.

Pubco Common Shares are expected to begin trading one business day after the Closing Date. LG Studios cannot guarantee that an active trading market for its common shares will develop or be sustained after the Business Combination, nor can LG Studios predict the prices at which its common shares may trade after the Business Combination.

The market price of Pubco Common Shares may decline or fluctuate significantly due to a number of factors, many of which may be beyond LG Studios' control, including:

- actual or anticipated fluctuations in LG Studios' operating results;
- potential loss of revenue from the Studio Business;

- potential loss of revenue from the Starz Business;
- the operating and stock price performance of comparable companies;
- changes in the LG Studios Board or management;
- changes in LG Studios' capital structure, such as future issuances of debt or equity securities;
- changes in reputation concerning the content LG Studios offers;
- labor disputes, strikes or work stoppages that may impact LG Studios, LG Studios' partners, suppliers, etc.;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole;
- fluctuation of interest rates, exchange rates, taxes, inflationary pressure;
- changes in the regulatory and legal environment under which LG Studios operates; and
- other events or factors, including those resulting from pandemics or other public health crises, war, incidents of terrorism or responses to these events.

Over the past several years, the stock market has experienced extreme price and volume fluctuations and companies have been experiencing volatility in the market price of their securities which are unrelated or disproportionate to their operating results. Shareholders have instituted securities class action litigation against companies following periods of volatility in the market price of their securities. Any similar litigation against LG Studios could result in substantial costs, divert management's attention and resources and harm its business, financial condition and results of operations.

LG Studios does not expect to pay any cash dividends for the foreseeable future.

LG Studios currently intends to retain future earnings to finance and grow its business. As a result, LG Studios does not expect to pay any cash dividends for the foreseeable future. All decisions regarding the payment of dividends by LG Studios will be made in the sole discretion of the LG Studios Board from time to time in accordance with applicable law. There can be no assurance that LG Studios will have sufficient surplus under applicable law to be able to pay any dividends at any time in the future. This may result from extraordinary cash expenses, actual costs exceeding contemplated costs, funding of capital expenditures or increases in reserves. If LG Studios does not pay dividends, the price of Pubco Common Shares that you receive in the Business Combination must appreciate for you to receive a gain on your investment. This appreciation may not occur. Further, you may have to sell some or all of your shares of Pubco Common Shares in order to generate cash flow from your investment.

If securities or industry analysts do not publish research or publish misleading or unfavorable research about LG Studios' business, LG Studios' share price and trading volume could decline.

The trading market for Pubco Common Shares will depend in part on the research and reports that securities or industry analysts publish about it or its business. LG Studios does not currently have and may never obtain separate research coverage for its common shares. If there is no research coverage, Pubco Common Shares may be negatively impacted. If LG Studios obtains research coverage for its common shares and if one or more of the analysts downgrades Pubco Common Shares or publishes unfavorable research about LG Studios' business, its share price may decline. If one or more of the analysts cease coverage of Pubco Common Shares or fail to publish reports on it regularly, demand for Pubco Common Shares could decrease, which could cause the price or trading volume of Pubco Common Shares to decline.

Upon consummation of the Business Combination, the rights and obligations of a Pubco shareholder will be governed by British Columbia law and may differ from the rights and obligations of shareholders of companies organized under the laws of other jurisdictions.

Like Lions Gate Parent, in connection with the Business Combination, LG Studios was incorporated and exists under the laws of British Columbia. Accordingly, its corporate structure as well as the rights and obligations of

the holders of Pubco Common Shares may be different from the rights and obligations of shareholders of companies incorporated or organized under the laws of other jurisdictions and may be less favorable to the rights of holders of SEAC Class A Ordinary Shares arising under Cayman Islands law and the SEAC Articles. For a more detailed description of the rights of holders of Pubco Common Shares, please see the section entitled "*Description of Pubco Securities*." The form of the Pubco Closing Articles is attached as Annex C to the Form S-4/A, and you are urged to read it.

A significant number of Pubco Common Shares may be sold into the market in the near future. This could cause the market price of Pubco Common Shares to drop significantly, even if LG Studios' business is performing well.

Sales by the Selling Shareholders of a substantial number of Pubco Common Shares in the public market could occur at any time after the Registration Statement is declared effective. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of Pubco Common Shares. We are unable to predict the effect that such sales may have on the prevailing market price of Pubco Common Shares. SEAC Public Shareholders as of immediately before the SEAC Merger hold approximately 2.4% of the outstanding Pubco Common Shares, based on the number of Pubco Common Shares outstanding as of the Closing.

Following the Closing, the Lionsgate Holders own Pubco Common Shares representing approximately 87.8% (expected to be 87.2% after the issuance of additional PIPE Shares shortly following the Closing) of the LG Studios Common Shares outstanding, which shares will be subject to lock-up restrictions as further described herein. In addition, the SEAC Holders own 2,010,000 Pubco Common Shares, representing approximately 0.7% of the Pubco Common Shares, which shares will be subject to lock-up restrictions as further described herein. The total number of Offering Shares that may be offered and sold under this prospectus by the Selling Shareholders therefore represents approximately 78.9% of the anticipated public float of the Pubco Common Shares as of immediately following the Closing. The sale of substantial amounts of such Pubco Common Shares in the public market by the Selling Shareholders, or the perception that such sales could occur, could harm the prevailing market price of the Pubco Common Shares. These sales, or the possibility that these sales may occur, also might make it more difficult for LG Studios to sell Pubco Common Shares in the future at a time and at a price that it deems appropriate. There can be no assurance as to the timing of any disposition of Pubco Common Shares by the Selling Shareholders. Despite such a decline in the public trading price, some of the Selling Shareholders may still experience a positive rate of return on the securities they purchased due to the differences in the purchase prices described below.

Given the relatively lower purchase prices that the Selling Shareholders paid to acquire Pubco Common Shares (including SEAC Class A Ordinary Shares that were exchanged for Pubco Common Shares in the Business Combination), these Selling Shareholders, in some instances would earn a positive rate of return on their investment, which may be a significant positive rate of return, depending on the market price of the Pubco Common Shares at the time that such Selling Shareholders choose to sell their Pubco Common Shares, at prices where other Pubco shareholders may not experience a positive rate of return if they were to sell at the same prices. For example, (a) the SEAC Public Shareholders are expected to receive 7,027,873 Pubco Common Shares in exchange for their SEAC Class A Ordinary Shares and SEAC Units, which were originally acquired in the SEAC IPO for a purchase price equivalent to approximately $10.00 per share, (b) certain PIPE Investors acquired or are expected to acquire 16,218,402 Pubco Common Shares pursuant to the Subscription Agreements at a purchase price of $9.63 per share, (c) certain PIPE Investors acquired 11,617,871 Pubco Common Shares pursuant to the Subscription Agreements at a purchase price of $10.165 per share, (d) certain PIPE Investors who exercised reduction rights are expected to acquire 193,927 Pubco Common Shares in exchange for their SEAC Class A Ordinary Shares pursuant to the Subscription Agreements at an effective purchase price of $0.0001 per share, and (e) the Non-Redemption Investors acquired 254,200 Pubco Common Shares in exchange for their SEAC Class A Ordinary Shares pursuant to the Non-Redemption Agreements at an effective purchase price of $0.0001 per share. Even if the trading price of the Pubco Common Shares is below the price at which the SEAC Units and SEAC Class A Ordinary Shares were issued in the SEAC IPO, some of such Selling Shareholders may have an incentive to sell their Pubco Common Shares because they have purchased their Pubco Common Shares at prices lower, and in some cases

significantly lower, than the public investors or the current trading price of the Pubco Common Shares and may profit, in some cases significantly so, even under circumstances in which LG Studios' public shareholders would experience losses in connection with their investment. For example, assuming sales at the closing price of the Pubco Common Shares on the Nasdaq of $[ ] as of May [ ], 2024, (a) with respect to their SEAC Public Shares, the SEAC Public Shareholders may experience a potential profit of up to approximately $[ ] per share, (b) with respect to the PIPE Shares, the PIPE Investors may experience a potential profit of up to approximately $[ ] per share or $[ ] per share, and (c) with respect to LG Studios Additional Shares, the PIPE Investors and Non-Redemption Investors may experience a potential profit of up to approximately $[ ] per share (which excludes the value of the SEAC Class A Ordinary Shares such PIPE Investors purchased in the open market or otherwise held that were used to offset their commitments under the applicable Subscription Agreements). As such, public shareholders of the Pubco Common Shares have likely paid more, and in some cases significantly more, than certain of the Selling Shareholders for their Pubco Common Shares and would not expect to see a positive return unless the price of the Pubco Common Shares appreciates above the price at which such shareholders purchased their Pubco Common Shares. Investors who purchase Pubco Common Shares on Nasdaq following the Business Combination are unlikely to experience a similar rate of return on the Pubco Common Shares they purchase due to differences in the purchase prices and the current trading price. In addition, sales by the Selling Shareholders may cause the trading prices of Pubco Common Shares to experience a decline, which decline may be significant. As a result, the Selling Shareholders may effect sales of Pubco Common Shares at prices below, in some cases significantly below, the current market price, which could cause market prices to decline further.

Future sales of shares by the Lionsgate Holders could cause the price of Pubco Common Shares to drop significantly.

Lionsgate Holders have a controlling financial interest in LG Studios and own approximately 87.8% (expected to be 87.2% after the issuance of additional PIPE Shares shortly following the Closing) of the voting interest of LG Studios upon the Closing. If the Lionsgate Holders sell or indicate an intention to sell substantial amounts of their Pubco Common Shares in the public market, the trading price of the Pubco Common Shares could decline.

Although the Lionsgate Holders and the SEAC Holders, including the Sponsor, will be subject to restrictions regarding the transfer of shares of Pubco Common Shares held by them following the Business Combination, as described elsewhere in this prospectus, these shares may be sold after the expiration of their respective lock-ups. LG Studios intends to file one or more registration statements prior to or shortly after the closing of the Business Combination to provide for the resale of such shares from time to time. As restrictions on resale end and the registration statements are available for use, the market price of Pubco Common Shares could decline if the holders of currently restricted shares sell them or are perceived by the market as intending to sell them.

Canadian takeover laws may discourage takeover offers being made for LG Studios or may discourage the acquisition of large numbers of Pubco Common Shares.

LG Studios is incorporated in the Province of British Columbia and is subject to the takeover laws of Canada and the Canadian take-over bid regime pursuant to applicable Canadian securities laws. In general, a take-over bid is an offer to acquire voting or equity securities of a class made to persons in a Canadian jurisdiction where the securities subject to the bid, together with securities beneficially owned, or over which control or direction is exercised, by a bidder, its affiliates and joint actors, constitute 20% or more of the outstanding securities of that class of securities. Subject to the availability of an exemption, take-over bids in Canada are subject to prescribed rules that govern the conduct of a bid by requiring a bidder to comply with detailed disclosure obligations and procedural requirements. Among other things, a take-over bid must be made to all holders of the class of voting or equity securities being purchased; a bid is required to remain open for a minimum of 105 days subject to certain limited exceptions; a bid is subject to a mandatory, non-waivable minimum tender requirement of more than 50% of the outstanding securities of the class that are subject to the bid, excluding securities beneficially owned, or over which control or direction is exercised, by a bidder, its affiliates and joint actors; and following the satisfaction of the minimum tender requirement towards satisfaction or waiver of all other terms and conditions, a bid is required to be extended for at least an additional 10-day period. There are a limited number of

exemptions from the formal take-over bid requirements. In general, certain of these exemptions include the following: (i) the normal course purchase exemption permits the holder of more than 20% of a class of equity or voting securities to purchase up to an additional 5% of the outstanding securities in a 12-month period (when aggregated with all other purchases in that period), provided there must be a published market and the purchaser must pay not more than the "market price" of the securities (as defined) plus reasonable brokerage fees or commissions actually paid; (ii) the private agreement exemption exempts private agreement purchases that result in the purchaser exceeding the 20% take-over bid threshold, provided the agreement must be made with not more than five sellers and the sellers may not receive more than 115% of the "market price" of the securities (as defined); and (iii) the foreign take-over bid exemption exempts a bid from the formal take-over bid requirements if, among other things, less than 10% of the outstanding securities of the class are held by Canadian residents and the published market on which the greatest volume of trading in securities of the class occurred in the 12 months prior to the bid was not in Canada.

Pubco Common Shares are subject to Canadian insolvency laws which are substantially different from Cayman Islands insolvency laws and may offer less protections to Pubco Shareholders compared to Cayman Islands insolvency laws.

As a public company incorporated under the laws of the Province of British Columbia, LG Studios will be subject to Canadian insolvency laws and may also be subject to the insolvency laws of other jurisdictions in which LG Studios will conduct business or hold assets. These laws may apply where any insolvency proceedings or procedures are to be initiated against or by LG Studios. Canadian insolvency laws may offer Pubco Shareholders less protection than they would have had under Cayman Islands insolvency laws and it may be more difficult (or even impossible) for shareholders to recover the amount they could expect to recover in a liquidation under Cayman Islands insolvency laws.

USE OF PROCEEDS

All of Pubco Common Shares offered by the Selling Shareholders pursuant to this prospectus will be sold by the Selling Shareholders for their respective accounts. We will not receive any of the proceeds from these sales.

DETERMINATION OF OFFERING PRICE

The Pubco Common Shares are listed on the Nasdaq Global Select Market under the ticker symbol "LION." We cannot currently determine the price or prices at which the shares of Pubco Common Shares may be sold by the Selling Shareholders under this prospectus.

MARKET PRICE OF AND DIVIDENDS ON PUBCO COMMON SHARES

The Pubco Common Shares began trading on Nasdaq under the symbol “LION” on May 14, 2024. Pubco has not paid any cash dividends on its common shares to date. The amount of any future dividends, if any, that Pubco intends to pay to its shareholders will be determined by the Board at its discretion, and is dependent on a number of factors, including its financial position, results of operations, cash flows, capital requirements and restrictions under its credit agreements, and shall be in compliance with applicable law. Pubco cannot guarantee the amount of dividends paid in the future, if any.

As of the Closing Date and following the completion of the Business Combination, there are approximately 288,681,244 shares of Pubco Common Shares issued and outstanding held of record by 93 holders.

Following the Closing, 255,445,794 shares of Pubco Common Shares will be held by Studio HoldCo, SEAC Sponsor, and permitted transferees of SEAC Sponsor, who have each entered into the A&R Registration Rights Agreement with respect to such shares (see “*—StudioCo Relationships and Related Party Transactions—Registration Rights*”). 28,284,400 Pubco Common Shares will be held by the PIPE Investors or Non-Redemption Investors subject to the registration rights set forth in the respective Subscription agreements and/or Non-Redemption Agreements. 7,027,873 Pubco Common Shares are held by former SEAC Public Shareholders, including certain PIPE Investors and Non-Redemption Investors.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information presents the combination of the financial information of LG Studios and SEAC adjusted to give effect to the Business Combination, the acquisition of eOne and other transactions (together with the Business Combination and the acquisition of eOne, the "Transactions"). The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X.

The unaudited pro forma condensed combined balance sheet as of December 31, 2023 combines the historical balance sheets of LG Studios and SEAC on a pro forma basis as if the Transactions had been consummated on December 31, 2023. The unaudited pro forma condensed combined statements of operations for the nine months ended December 31, 2023 and year ended March 31, 2023 combines the historical statements of operations of LG Studios, eOne and SEAC for such periods on a pro forma basis as if the Transactions had been consummated on April 1, 2022, the beginning of the earliest period presented. LG Studios' fiscal year ends on March 31, eOne's fiscal year ends on the last Sunday in December and SEAC's fiscal year ends on December 31. The pro forma condensed combined financial information is presented on the basis of LG Studios' fiscal year and combines the historical results of the fiscal periods of LG Studios, eOne and SEAC.

The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the financial position and operating results that would have been achieved had the Transactions occurred on the dates indicated. The unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of LG Studios following the completion of the Transactions and may not be useful in predicting the future financial condition and results of operations of LG Studios following the Closing. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected in this prospectus due to a variety of factors. Assumptions and estimates underlying the unaudited pro forma adjustments included in the unaudited pro forma condensed combined financial information are described in the accompanying notes. The unaudited pro forma adjustments represent management's estimates based on information available as of the date on which this unaudited pro forma condensed combined financial information is prepared and are subject to change as additional information becomes available and analyses are performed.

The unaudited pro forma condensed combined financial information was derived from and should be read together with the accompanying notes to the unaudited pro forma condensed combined financial information, financial statements of LG Studios, eOne and SEAC which are included elsewhere in this prospectus, sections titled, *"LG Studios' Management's Discussion and Analysis of Financial Condition and Results of Operations"* and *"SEAC's Management's Discussion and Analysis of Financial Condition and Results of Operations,"* and other information relating to LG Studios, eOne and SEAC contained in this prospectus, including the Business Combination Agreement, as amended, and the description of certain terms thereof set forth in the section titled *"The Business Combination."*

Description of the Business Combination

On the Closing Date, New SEAC, SEAC, MergerCo, New BC Sub, Lions Gate Parent, Studio HoldCo and StudioCo consummated the previously announced Business Combination, in accordance with the Business Combination Agreement dated as of December 22, 2023, as amended on April 11, 2024 and May 9, 2024, pursuant to which LG Studios was combined with SEAC through a series of transactions, including an amalgamation of StudioCo and New SEAC under a Canadian plan of arrangement, resulting in the formation of a new, standalone publicly-traded entity and successor to New SEAC, Lionsgate Studios Corp. (also referred to herein as Pubco or LG Studios), with Lions Gate Parent having a controlling financial interest.

As previously disclosed or disclosed elsewhere in this prospectus, SEAC, New SEAC and Lions Gate Parent entered into Subscription Agreements with the PIPE Investors pursuant to which the PIPE Investors agreed,

subject to the terms and conditions set forth therein, to subscribe for and purchase from LG Studios, immediately following the Amalgamations, an aggregate of approximately 18,172,378 Pubco Common Shares (the "Original PIPE Shares"), at a purchase price of $9.63 per share and 11,617,871 Pubco Common Shares (the "Additional PIPE Shares" and together with the Original PIPE Shares, the "PIPE Shares"), at a purchase price of $10.165 per share. The PIPE Shares were to provide for an aggregate cash amount of approximately $293.1 million. Pursuant to the Subscription Agreements, certain of the PIPE Investors could elect to offset their total commitments under their Subscription Agreements (the "Reduction Right"), on a one-for-one basis, up to the total amount of PIPE Shares subscribed thereunder, subject to the terms and conditions set forth in the applicable Subscription Agreement. Prior to the Closing, PIPE Investors exercised such Reduction Rights with respect to 1,953,976 PIPE Shares, which reduced the number of PIPE Shares to be issued in connection with the Closing to 27,836,273, for an aggregate cash amount of approximately $274.3 million. At Closing 25,759,430 PIPE Shares were issued, for an aggregate cash amount of approximately $254.3 million. Subsequent to Closing, 2,076,843 PIPE Shares, for which subscriptions have been received are expected to be issued for an aggregate cash amount of approximately $20.0 million.

As previously disclosed or disclosed elsewhere in this prospectus, SEAC and New SEC entered intoNon-Redemption Agreements with the Non-Redemption Investors. Pursuant and subject to the Non-Redemption Agreements, for every SEAC Class A Ordinary Share (the "Purchase Commitment Shares") purchased or held by the Non-Redemption Investors thereunder, such Non-Redemption Investors were entitled to purchase from SEAC 0.0526 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share (the "NRA Shares," together with the Reduction Rights Shares, the "Additional Shares"). Pursuant to the Non-Redemption Agreements, in connection with the Closing, Non-Redemption Investors purchased an aggregate of 254,200 NRA Shares at a purchase price of $0.0001 per share, with respect to an aggregate number of Purchase Commitment Shares equal to 4,832,959 SEAC Class A Ordinary Shares.

An extraordinary general meeting of shareholders of SEAC was held on May 7, 2024 (the "SEAC Shareholders' Meeting") where the SEAC shareholders considered and approved, among other matters, a proposal to approve the Business Combination Agreement, including the Arrangement and the Plan of Arrangement, and approve the transaction contemplated thereby.

Prior to the SEAC Shareholders' Meeting, holders of an aggregate 10,147,350 SEAC Class A Ordinary Shares exercised and did not reverse their right to have such shares redeemed for a pro rata portion of the Trust account, which was approximately $10.774 per share, or approximately $109.3 million in the aggregate. The amount remaining in the Trust account following such redemptions, including any reversals thereof, was $75.7 million.

In connection with and prior to the Closing, the following occurred (not necessarily in the following order):

- Sponsor Securities Repurchase: 16,740,000 SEAC Class B Ordinary Shares held by the SEAC Sponsor in excess of 1,800,000 SEAC Class B Ordinary Shares were repurchased by SEAC in exchange for an aggregate of $1.00 and options to receive an additional 2,200,000 SEAC Class A Ordinary Shares, subject to the terms and conditions of the Sponsor Option Agreement;
- Class B Conversion: each of the remaining 2,010,000 SEAC Class B Ordinary Shares (consisting of the 1,800,000 and 210,000 of SEAC Class B Ordinary Shares held by the SEAC Sponsor and the independent directors and advisors, respectively) automatically converted into one SEAC Class A Ordinary Share;
- Issuance of Reduction Right Shares: As a result of PIPE Investors exercising Reduction Rights, 193,927 newly issued SEAC Class A Ordinary Shares were issued to PIPE Investors, at an aggregate purchase price of $19.39, or $0.0001 per share;
- Issuance of NRA Shares: 254,200 SEAC Class A Ordinary Shares were issued to SEACNon-Redemption Investors at an aggregate purchase price of $25.42, or $0.0001 per share;

- SEAC Merger: As a result of the SEAC Merger, each of the then issued and outstanding SEAC Class A Ordinary Shares, was exchanged for one New SEAC Class A Ordinary Share;
- SEAC Public Warrant Exchange: the SEAC Public Warrant Exchange was effected, whereby each of the then issued and outstanding whole SEAC Public Warrants was automatically exchanged for $0.50 in cash pursuant to the SEAC Warrant Agreement Amendment; and
- SEAC Private Placement Warrant Forfeiture: all of the issued and outstanding private placement warrants were forfeited and cancelled for no consideration.

On the Closing Date, through a series of transactions all of the then-issued and outstanding New SEAC Class A Ordinary Shares were ultimately be converted on a one-to-one basis into SEAC Amalco Common Shares, with SEAC Amalco being the successor to New SEAC.

Pursuant to the StudioCo Amalgamation, on the Closing Date each then-issued and outstanding SEAC Amalco Common Share was cancelled in exchange for one Pubco Common Share and the SEAC Sponsor Option under the Sponsor Option Agreement was converted to an option to receive Pubco Common Shares upon the same terms and conditions as in the Sponsor Option Agreement, and each then issued and outstanding common share, without par value, of StudioCo was cancelled in exchange for 253,435,794 Pubco Common Shares.

In connection with the Closing, LG Studios expects to receive aggregate gross transaction proceeds of approximately $350.0 million, of which approximately $321.5 million was received at Closing and the remaining approximately $28.5 million is expected to be received shortly after Closing, and will transfer the Post-Arrangement Repayment Amount of approximately $317.3 million in cash to a wholly-owned subsidiary of Lions Gate Parent in partial repayment of intercompany financing arrangements between subsidiaries of Lions Gate Parent and subsidiaries of StudioCo.

For more information about the Business Combination, please see the section titled *"The Business Combination."*

Accounting Treatment of the Business Combination and Related Transactions

The Business Combination is accounted for as a reverse recapitalization in accordance with GAAP, whereby SEAC is treated as the acquired company and LG Studios is treated as the acquirer. Accordingly, for accounting purposes, the Business Combination is treated as the equivalent of LG Studios issuing stock for the net assets of SEAC, accompanied by a recapitalization. The net assets of SEAC are stated at fair value, which approximates their historical cost, with no goodwill or other intangible assets recorded. Subsequently, results of operations presented for the periods prior to the Business Combination will be for those of LG Studios.

LG Studios has been determined to be the accounting acquirer in the Business Combination because LG Studios' existing equity holder (a wholly owned subsidiary of Lions Gate Parent), has a controlling financial interest in the combined company with an expected 87.2% of the voting interest following the Closing and the ability to nominate and elect the majority of the Pubco Board.

In connection with the Sponsor Securities Repurchase, 2,200,000 SEAC Sponsor Options to receive Pubco Common Shares pursuant to the Sponsor Option Agreement were issued and have an exercise price of $0.0001 per share. The options will become exercisable (i) on or after the date on which the trading price of the Pubco Common Shares (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) equals or exceeds $16.05 per share or (ii) if a Change of Control (as defined in the Sponsor Option Agreement) occurs, subject to certain conditions. The options are not considered compensatory nor will they be granted in exchange for a good or service. As a contingent consideration arrangement, the options meet the requirements for equity classification because they are considered to be indexed to the Pubco Common Shares and would be classified in stockholders' equity. LG Studios recorded the fair value of the options to equity at the Closing Date.

Description of Acquisition of eOne and Other Transactions

On December 27, 2023, Lions Gate Parent and its subsidiaries completed the acquisition of all of the issued and outstanding equity interests of the companies constituting the eOne business for an aggregate preliminary purchase price of $385.1 million, which reflects the cash purchase price of $375.0 million and an amount for estimated purchase price adjustments including cash, debt and working capital, and the assumption by the Lions Gate Parent of certain production financing indebtedness. Upon closing, eOne is reflected in LG Studios Motion Picture and Television Production segments. Lions Gate Parent funded the acquisition of eOne with a combination of cash on hand and a drawdown of $375.0 million under its revolving credit facility.

On January 2, 2024, Lions Gate Parent closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194.1 million. In addition, Lions Gate Parent purchased certain profit interests, held by certain managers, and entered into certain option rights agreements providing noncontrolling interest holders the right to sell and Lions Gate Parent the right to purchase their remaining (24%) interest beginning in January 2027. Lions Gate Parent funded the acquisition of additional interest in 3 Arts Entertainment primarily with a drawdown of $194.1 million under its revolving credit facility.

Accounting Treatment of the acquisition of eOne

As LG Studios is determined to be the accounting acquirer in the acquisition of eOne, the acquisition is considered a business combination under Accounting Standard Codification ("ASC") Topic 805 and was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the total estimated purchase price, has been allocated to the tangible and intangible assets acquired and liabilities assumed of eOne based on a preliminary estimate of their fair value, and such estimates are reflected in LG Studios historical combined balance sheet as December 31, 2023. The preliminary allocation of the estimated purchase price is based upon management's estimates based on information currently available and is subject to revision as a more detailed analysis is completed and additional information on the fair value of the assets and liabilities become available and final appraisals and analysis are completed. LG Studios is still evaluating the fair value of film and television programs and libraries, projects in development, intangible assets, and income taxes, in addition to ensuring all other assets and liabilities and contingencies have been identified and recorded. Differences between these preliminary estimates and the final acquisition accounting could occur and these differences could be material. A change in the fair value of the net assets of eOne may change the amount of the purchase price allocable to goodwill, and could have a material impact on the accompanying unaudited pro forma condensed combined statements of operations.

Basis of Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. Management has made significant estimates and assumptions in its determination of the pro forma adjustments based on information available as of the date of this prospectus. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented as additional information becomes available. Management considers this basis of presentation to be reasonable under the circumstances.

The unaudited pro forma condensed combined financial information gives effect to the Transactions, including:

- Transaction accounting adjustments related to the Business Combination (see Note 4)
  - the PIPE, including the impact of PIPE Investors' exercise of Reduction Rights described above, as applicable;
  - the Non-Redemption Agreements, including the issuance of NRA Shares;
  - the Sponsor Securities Repurchase and Class B Conversion;

- the issuance of New SEAC Class A Ordinary Shares in connection with the SEAC Merger;
- the SEAC Public Warrant Exchange;
- the SEAC Private Placement Warrant Forfeiture;
- the Post-Arrangement Repayment; and
- the related income tax effects of the Business Combination pro forma adjustments.

- eOne acquisition and other transaction accounting adjustments (see Note 6)
  - the acquisition of eOne inclusive of the following:
    - reclassification of certain eOne historical financial information to conform to LG Studios presentation of similar expenses; and
    - other adjustments, including those related to interest expense on the additional drawdown of LG Studios revolving credit facility that was used to finance the acquisition of eOne, and future expense associated with the acquired assets.
  - the acquisition of an additional interest in 3 Arts Entertainment for $194.1 million and additional drawdown of LG Studios revolving credit facility to finance the acquisition; and
  - the related income tax effects of the eOne acquisition and other transaction pro forma adjustments.

The following summarizes the pro forma capitalization of the post-combination company following the Closing:

	Pubco Common Shares (Shares)	%
Lions Gate Parent	253,435,794	87.2%
SEAC Public Shareholders(1)	7,027,873	2.4%
SEAC Sponsor and its permitted transferees(2)	2,010,000	0.7%
PIPE Investors(3)	27,836,273	9.6%
Additional Shares(4)	448,127	0.1%
Pro Forma Common Stock Outstanding	**290,758,067**	**100.0%**

(1) Reflects redemptions prior to Closing of (i) 57,824,777 SEAC Class A Ordinary Shares in connection with the extension meeting and (ii) 10,147,350 SEAC Class A Ordinary Shares in connection with the SEAC Shareholders' Meeting.
(2) Excludes options for the purchase of 2,200,000 Pubco Common Shares subject to certain vesting restrictions pursuant to the Sponsor Option Agreement.
(3) Reflects 25,759,430 PIPE Shares issued to PIPE Investors at Closing and an additional 2,076,843 PIPE Shares expected to be issued pursuant to Subscription Agreements subsequent to the Closing. Amounts exclude 1,953,976 PIPE Shares for which Reduction Rights were exercised.
(4) Includes 254,200 shares issued to Non Redemption Investors and 193,927 Reduction Rights Shares issued to PIPE Investors.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF DECEMBER 31, 2023
(in millions)

	LG Studios (As Adjusted) (Note 6)	SEAC (Historical)	Autonomous Entity Adjustments (Note 3)	Transaction Accounting Adjustments: Business Combination (Note 4)		Pro Forma Combined
Assets						
Cash and cash equivalents	$ 247.1	$ 1.0		$ 75.8	(b)	$ 233.6
				(1.2)	(c)	
				—	(d)	
				274.3	(e)	
				—	(g)	
				(12.5)	(k)	
				(33.6)	(l)	
				(317.3)	(p)	
Accounts receivable, net	734.1	—				734.1
Due from Starz Business	66.5	—				66.5
Prepaid expenses	—	0.2				0.2
Other current assets	417.1	—		(1.9)	(l)	415.2
Total current assets	**1,464.8**	**1.2**	**—**	**(16.4)**		**1,449.6**
Cash and investments held in Trust Account	—	794.8		(719.0)	(a)	—
				(75.8)	(b)	
Investment in films and television programs, net	1,908.2	—				1,908.2
Property and equipment, net	35.9	—				35.9
Investments	71.5	—				71.5
Intangible assets, net	26.9	—				26.9
Goodwill	801.4	—				801.4
Other assets	810.4	—				810.4
Total assets	**$ 5,119.1**	**$ 796.0**	**$ —**	**$ (811.2)**		**$ 5,103.9**
Liabilities						
Accounts payable	$ 214.1	$ —		—		$ 214.1
Content related payables	66.7	—				66.7
Other accrued liabilities	263.3	3.6		(5.4)	(l)	261.5
Participations and residuals	595.9	—				595.9
Film related obligations	1,258.2	—				1,258.2
Debt - short term portion	50.3	—				50.3
Deferred revenue	248.0	—				248.0
PIPE with reduction right liability	—	18.3		(18.3)	(e)	—
Total current liabilities	**2,696.5**	**21.9**	**—**	**(23.7)**		**2,694.7**
Debt	1,736.5	—		(317.3)	(p)	1,419.2
Participations and residuals	472.0	—				472.0
Film related obligations	554.4	—				554.4
Other liabilities	497.2	—				497.2
Deferred revenue	81.5	—				81.5
Deferred tax liabilities	18.8	—				18.8
Warrant liability	—	0.5		(0.5)	(j)	—
Deferred underwriting compensation	—	26.3		(26.3)	(c)	—
Total liabilities	**6,056.9**	**48.7**	**—**	**(367.8)**		**5,737.8**

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF DECEMBER 31, 2023
(in millions)

	LG Studios (As Adjusted) (Note 6)	SEAC (Historical)	Autonomous Entity Adjustments (Note 3)	Transaction Accounting Adjustments: Business Combination (Note 4)		Pro Forma Combined
Commitments and contingencies						
Redeemable noncontrolling interest	53.7	—				53.7
Class A ordinary shares subject to possible redemption	—	794.7		(719.0)	(a)	—
				(75.7)	(f)	
Stockholders' equity						
Preference shares	—	—				—
Ordinary shares						
Class A	—	—		—	(d)	—
				—	(f)	
				—	(h)	
				—	(i)	
Class B	—	—		—	(g)	—
				—	(h)	
Parent net investment	(1,090.5)	—		1,090.5	(n)	—
Pubco Common Shares, no par value	—	—		292.6	(e)	303.9
				—	(i)	
				(23.1)	(l)	
				88.8	(m)	
				(54.4)	(o)	
Additional paid-in capital	—	—		25.1	(c)	—
				75.7	(f)	
				—	(g)	
				0.5	(j)	
				(12.5)	(k)	
				(88.8)	(m)	
Accumulated other comprehensive income	97.2	—				97.2
Retained earnings (accumulated deficit)	—	(47.4)		—	(a)	(1,090.5)
				(7.0)	(l)	
				54.4	(o)	
				(1,090.5)	(n)	
Total stockholders' equity (deficit)	(993.3)	(47.4)	—	351.3		(689.4)
Noncontrolling interest	1.8	—				1.8
Total equity (deficit)	**(991.5)**	**(47.4)**	**—**	**351.3**		**(687.6)**
Total liabilities, redeemable noncontrolling interest and equity (deficit)	**$ 5,119.1**	**$ 796.0**	**$ —**	**$ (811.2)**		**$ 5,103.9**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE NINE MONTHS ENDED DECEMBER 31, 2023
(in millions, except share and per share data)

	For the Nine Months Ended December 31, 2023	For the Nine Months Ended December 31, 2023					For the Nine Months Ended December 31, 2023
	LG Studios (As Adjusted) (Note 6)	SEAC (Historical)	Autonomous Entity Adjustments (Note 3)		Transaction Accounting Adjustments: Business Combination (Note 4)		Pro Forma Combined
Revenue:							
Revenue	$ 2,103.5	$ —					$ 2,103.5
Revenue- Starz Business	422.1	—					422.1
Total revenue	2,525.6	—	—		—		2,525.6
Expenses:							
Direct operating	1,577.0	—					1,577.0
Distribution and marketing	374.4	—					374.4
General and administration	349.1	5.1	15.0	(A)	(0.1)	(aa)	369.1
Depreciation and amortization	16.1	—					16.1
Restructuring and other	61.5	—					61.5
Goodwill and intangible asset impairment	296.2	—					296.2
PIPE with reduction right expense	—	18.8			(18.8)	(cc)	—
Total expenses	2,674.3	23.9	15.0		(18.9)		2,694.3
Operating income (loss)	(148.7)	(23.9)	(15.0)		18.9		(168.7)
Interest expense	(217.1)	—			17.0	(ee)	(200.1)
Interest and other income	12.4	—					12.4
Other expense	(17.1)	—					(17.1)
Gain on investments, net	2.7	—					2.7
Equity interests income	5.7	—					5.7
Interest from investments held in Trust Account	—	29.7			(29.7)	(bb)	—
Change in fair value of warrant liability	—	2.3			(2.3)	(dd)	—
Change in fair value of PIPE with reduction right liability	—	0.5			(0.5)	(cc)	—
Income (loss) before income taxes	(362.1)	8.6	(15.0)		3.4		(365.1)
Income tax provisions	21.7	—	—	(B)	—	(ff)	21.7
Net income (loss)	(340.4)	8.6	(15.0)		3.4		(343.4)
Less: Net loss attributable to noncontrolling interests	2.7	—	—		—		2.7
Net income (loss) attributable to controlling interest	$ (337.7)	$ 8.6	$ (15.0)		$ 3.4		$ (340.7)
Net income (loss) per share, basic and diluted		$ 0.09					$ (1.17)
Weighted average shares outstanding, basic and diluted		93,750,000					290,758,067

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED MARCH 31, 2023
(in millions, except share and per share data)

	For the Year Ended March 31, 2023	For the Year Ended December 31, 2022					For the Year Ended March 31, 2023
	LG Studios (As Adjusted) (Note 6)	SEAC (Historical)	Autonomous Entity Adjustments (Note 3)		Transaction Accounting Adjustments: Business Combination (Note 4)		Pro Forma Combined
Revenue:							
Revenue	$ 3,136.1	$ —					$ 3,136.1
Revenue- Starz Business	775.5	—					775.5
Total revenue	3,911.6	—	—		—		3,911.6
Expenses:							
Direct operating	2,750.8	—					2,750.8
Distribution and marketing	323.5	—					323.5
General and administration	514.4	1.6	21.4	(A)	(0.2)	(aa)	537.2
Depreciation and amortization	24.2	—					24.2
Restructuring and other	51.0	—					51.0
Total expenses	3,663.9	1.6	21.4		(0.2)		3,686.7
Operating income (loss)	247.7	(1.6)	(21.4)		0.2		224.9
Interest expense	(217.3)	—			22.7	(ee)	(194.6)
Interest and other income	9.6	—					9.6
Other expense	(14.5)	—					(14.5)
Loss on extinguishment of debt	(1.3)	—					(1.3)
Gain on investments, net	44.0	—					44.0
Equity interests income	0.5	—					0.5
Interest from investments held in Trust Account	—	10.0			(10.0)	(bb)	—
Change in fair value of warrant liability	—	14.2			(14.2)	(dd)	—
Income (loss) before income taxes	68.7	22.6	(21.4)		(1.3)		68.6
Income tax provisions	(26.4)	—	0.3	(B)	—	(ff)	(26.1)
Net income (loss)	42.3	22.6	(21.1)		(1.3)		42.5
Less: Net loss attributable to noncontrolling interests	0.6	—	—				0.6
Net income (loss) attributable to controlling interest	$ 42.9	$ 22.6	$ (21.1)		$ (1.3)		$ 43.1
Net income per share, basic and diluted		$ 0.24					$ 0.15
Weighted average shares outstanding, basic and diluted		91,900,685					290,758,067

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

1. Basis of Presentation

The Business Combination is accounted for as a reverse recapitalization in accordance with GAAP, whereby SEAC is treated as the acquired company and LG Studios is treated as the acquirer. Accordingly, for accounting purposes, the Business Combination is treated as the equivalent of LG Studios issuing stock for the net assets of SEAC, accompanied by a recapitalization. The net assets of SEAC are stated at fair value, which approximates their historical cost, with no goodwill or other intangible assets recorded. Subsequently, results of operations presented for the periods prior to the Business Combination will be for those of LG Studios.

As LG Studios was determined to be the accounting acquirer in the acquisition of eOne, the acquisition was considered a business combination under ASC 805, and was accounted for using the acquisition method of accounting. LG Studios recorded the preliminary estimated fair value of assets acquired and liabilities assumed from eOne upon acquisition, on December 27, 2023. Fair value is defined in ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." Fair value measurements can be highly subjective, and it is possible the application of reasonable judgment could result in different assumptions resulting in a range of alternative estimates using the same facts and circumstances. The preliminary allocation of the estimated purchase price is based upon management's estimates based on information currently available and is subject to revision as a more detailed analysis is completed and additional information on the fair value of the assets and liabilities become available and final appraisals and analysis are completed. The preliminary estimated fair value of the assets and liabilities are reflected in the historical balance sheet of LG Studios presented herein; however, LG Studios is still evaluating the fair value of film and television programs and libraries, projects in development, intangible assets, and income taxes, in addition to ensuring all other assets and liabilities and contingencies have been identified and recorded. Differences between these preliminary estimates and the final acquisition accounting could occur and these differences could be material. A change in the fair value of the net assets of eOne may change the amount of the purchase price allocable to goodwill, and could have a material impact on the accompanying unaudited pro forma condensed combined statements of operations.

The unaudited pro forma condensed combined balance sheet as of December 31, 2023 gives pro forma effect to the Business Combination as if it had been consummated on December 31, 2023. The unaudited pro forma condensed combined statements of operations for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023 give pro forma effect to the Business Combination as if it had been consummated on April 1, 2022. See Note 4.

LG Studios (as adjusted) in the unaudited proforma condensed combined balance sheet as of December 31, 2023 is derived from the pro forma balance sheet information, as presented in Note 6, which reflects the historical balance sheet of LG Studios, inclusive of the preliminary estimated fair value of assets acquired and liabilities assumed upon the completed acquisition of eOne, on a pro forma basis as if the other transactions had been consummated on December 31, 2023. Similarly, LG Studios (as adjusted) in the unaudited proforma condensed combined statements of operations for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023 are derived from the pro forma statement of operation information, as presented in Note 6, which combines the historical statements of operations of LG Studios and eOne on a pro forma basis as if the acquisition of eOne and other transactions had been consummated on April 1, 2022.

LG Studios' fiscal year ends on March 31, eOne's fiscal year ends on the last Sunday in December and SEAC's fiscal year ends on December 31. The pro forma condensed combined financial information is presented on the basis of LG Studios' fiscal year and combines the historical results of the fiscal periods of LG Studios, eOne and SEAC.

The unaudited pro forma condensed combined balance sheet as of December 31, 2023 has been prepared using, and should be read in conjunction with, the following:

- LG Studios' unaudited condensed combined balance sheet as of December 31, 2023 and the related notes included elsewhere in this prospectus; and
- SEAC's audited balance sheet as of December 31, 2023 and the related notes included elsewhere in this prospectus.

The unaudited pro forma condensed combined statement of operations for the nine months ended December 31, 2023 has been prepared using, and should be read in conjunction with, the following:

- LG Studios' unaudited condensed combined statement of operations for the nine months ended December 31, 2023 and the related notes included elsewhere in this prospectus;
- eOne's unaudited combined statement of operations for the nine months ended October 1, 2023 and the related notes included elsewhere in this prospectus; and
- SEAC's unaudited condensed statement of operations for the nine months ended December 31, 2023 and the related notes included elsewhere in this prospectus, as adjusted to exclude SEAC's results of operations for the three-months ended March 31, 2023 included in SEAC's Quarterly Report on Form 10-Q filed with the SEC on May 10, 2023. Therefore, SEAC's net income for the three-months ended March 31, 2023 of $8.0 million is excluded from the unaudited pro forma condensed combined statement of operations for the nine months ended December 31, 2023.

The unaudited pro forma condensed combined statement of operations for the fiscal year ended March 31, 2023 has been prepared using, and should be read in conjunction with, the following:

- LG Studios' audited combined statement of operations for the fiscal year ended March 31, 2023 and the related notes included elsewhere in this prospectus;
- eOne's audited combined statement of operations for the fiscal year ended December 25, 2022 and the related notes included elsewhere in this prospectus; and
- SEAC's audited statement of operations for the year ended December 31, 2022 and the related notes included elsewhere in this prospectus.

The foregoing historical financial statements have been prepared in accordance with GAAP. The unaudited pro forma condensed combined financial information has been prepared based on the aforementioned historical financial statements and the assumptions and adjustments as described in the notes to the unaudited pro forma condensed combined financial information. Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The unaudited pro forma condensed combined financial information does not give effect to any synergies, operating efficiencies, tax savings or cost savings that may be associated with the Transactions.

The pro forma adjustments reflecting the completion of the Transactions are based on currently available information and assumptions and methodologies that management believes are reasonable under the circumstances. The pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. Management believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Transactions based on information available to management at the current time.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Transactions taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the post-combination company. They should be read in conjunction with the historical financial statements and notes thereto of LG Studios, eOne and SEAC.

2. Accounting Policies

As part of preparing the unaudited pro forma condensed combined financial information, LG Studios conducted an initial review of the accounting policies and practices of SEAC and eOne to determine if differences in accounting policies and practices require reclassification of results of operations or reclassification of assets or liabilities to conform to LG Studios' accounting policies and practices. Based on its initial analysis, management did not identify any differences between LG Studios and SEAC that would have a material impact on the unaudited pro forma condensed combined financial information; however preliminary reclassifications to eOne were identified and are reflected in the unaudited pro forma condensed combined financial information (see Note 6). LG Studios will continue its detailed review of SEAC's and eOne's accounting policies and practices and as a result of that review, LG Studios may identify additional differences between the accounting policies and practices of the companies that, when conformed, could have a material impact on the consolidated financial statements of LG Studios following the Closing.

3. Autonomous Entity Adjustments to Unaudited Pro Forma Condensed Combined Financial Information Related to the Business Combination

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only. Autonomous entity adjustments are presented as LG Studios has historically operated as part of Lionsgate and additional contractual agreements were executed to operate as a standalone reporting entity.

Autonomous Entity Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The unaudited pro forma condensed combined balance sheet as of December 31, 2023 does not reflect amounts for autonomous entity adjustments as management does not anticipate that the net asset impact derived from the Separation Agreement, Shared Services Agreement, Tax Matters Agreement and Intercompany Note and Assumption Agreement, will be materially different than the historical impact for the net assets that has been allocated by Lionsgate to LG Studios in its historical unaudited condensed combined balance sheet as of December 31, 2023.

Autonomous Entity Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations

The autonomous entity adjustments included in the unaudited pro forma condensed combined statement of operations for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023 are as follows:

(A) Reflects an adjustment to the estimated incremental portion of Lions Gate Parent's corporate general and administrative functions and expenses, including stock based compensation expense for Lions Gate Parent equity awards, related to the corporate functions, that will remain with LG Studios, pursuant to the Shared Services Agreement, and results in additional corporate expenses that will be incurred by LG Studios. The total amount of Lions Gate Parent's corporate expenses to be recorded by LG Studios reflects all of Lions Gate Parent's corporate general and administrative expenses, combined, less approximately $7.5 million and $10.0 million for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023, respectively, which pursuant to the Shared Services Agreement are expected to remain with Lions Gate Parent.

(B) Reflects the adjustment to income tax expense for the fiscal year ended March 31, 2023, as a result of the estimated state tax impact on the autonomous entity adjustment. No adjustment is reflected for the nine months ended December 31, 2023 based on LG Studios' estimated annual effective tax rate for the fiscal year ending March 31, 2024 and LG Studios having a full valuation allowance on its net deferred tax asset.

4. Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Financial Information related to the Business Combination

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only.

The pro forma combined provision for income taxes does not necessarily reflect the amounts that would have resulted had LG Studios following the Closing, filed consolidated income tax returns during the periods presented.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statements of operations are based upon the number of LG Studios shares outstanding, assuming the Business Combination occurred on April 1, 2022.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet related to the Business Combination

The pro forma adjustments included in the unaudited pro forma condensed combined balance sheet as of December 31, 2023 are as follows:

(a) Reflects aggregate redemptions of $730.1 million, net of increases in the Trust Account associated with interest earned between December 31, 2023 and the Closing. On April 9, 2024, 57,824,777 SEAC Class A Ordinary Shares were submitted for redemption and not reversed in connection with the extension meeting. Such 57,824,777 SEAC Class A Ordinary Shares were redeemed at a redemption price of approximately $10.735 per share, for an aggregate of $620.7 million. On May 3, 2024, 10,147,350 SEAC Class A Ordinary Shares were submitted for redemption and not reversed in connection with the SEAC Shareholders' Meeting. Such 10,147,350 SEAC Class A Ordinary Shares were redeemed at a redemption price of approximately $10.774 per share, for an aggregate of $109.3 million. The interest earned in the Trust Account between December 31, 2023 and April 10, 2024 was approximately $10.4 million. The interest earned in the Trust Account between April 11, 2024 and Closing was approximately $0.7 million. The adjustment to SEAC Class A Ordinary Shares subject to possible redemption reflects the decrease of $719.0 million, which is attributable to the aggregate redemption amount of $730.1 million, net of the aggregate accretion to the redemption value of $11.1 million.

(b) Reflects the reclassification of cash and investments held in the Trust Account that became available following the Business Combination to cash and cash equivalents (after giving effect to redemptions).

(c) Reflects the payment of $1.2 million in deferred underwriters' compensation subject to amended agreements with the underwriters. The portion of the deferred underwriting fee that was not paid at Closing is reflected as an increase to additional paid-in capital, and then reclassified to Pubco Common Shares in Note 4(m) below.

(d) Reflects the issuance of (i) 193,927 SEAC Class A Ordinary Shares to PIPE Investors as a result of PIPE Investors exercising Reduction Rights, for an aggregate purchase price of $19.39, or $0.0001 per

share and (ii) 254,200 SEAC Class A Ordinary Shares to SEAC Non-Redemption Investors at an aggregate purchase price of $25.42, or $0.0001 per whole shares.

(e) Reflects proceeds of $274.3 million at Closing and expected to be received subsequent to Closing from the issuance and sale of (i) 16,218,402 shares of Pubco Common Shares at $9.63 per share, and (ii) 11,617,871 shares of PubCo Common Shares at $10.165 per share, pursuant to the Subscription Agreements and elimination of PIPE with reduction right liability of $18.3 million. Transaction costs of $8.0 million associated with the issuance and sale of shares of PubCo Common Shares are reflected and described in Note 4(l) below.

(f) Reflects the reclassification of $75.7 million of SEAC Class A Ordinary Shares subject to possible redemption to permanent equity.

(g) Reflects the Sponsor Securities Repurchase of 16,740,000 SEAC Class B Ordinary Shares held by the Sponsor for $1.00 and 2,200,000 SEAC Sponsor Options.

(h) Reflects the Class B Conversion of 2,010,000 SEAC Class B Ordinary Shares into 2,010,000 SEAC Class A Ordinary Shares.

(i) Reflects the exchange of 9,486,000 SEAC Class A Ordinary Shares (including 2,010,000 SEAC Class A Ordinary Shares converted in adjustment 4(h) above) for 9,486,000 Pubco Common Shares.

(j) Reflects SEAC Private Placement Warrant Forfeiture of 11,733,333 SEAC Private Placement Warrants held by the Sponsor.

(k) Reflects the SEAC Public Warrant Exchange for the exchange of 25,000,000 SEAC Public Warrants for $0.50 per whole public warrant.

(l) Reflects transaction costs incurred by LG Studios and SEAC of approximately $15.1 million and $19.0 million, respectively, for legal, financial advisory and other professional fees.

- For LG Studios' estimated transaction costs:
  - adjustment reflects elimination of $1.8 million of transaction costs that were deferred in other current assets and accrued in other accrued liabilities as of December 31, 2023;
  - adjustment reflects elimination of $0.1 million of transaction costs that were deferred in other current assets and paid as of December 31, 2023;
  - adjustment reflects a reduction of cash of $15.0 million, which represents LG Studio's transaction costs less amounts previously paid by LG Studios as of December 31, 2023;
  - adjustment reflects $15.1 million of transaction costs capitalized and offset against the proceeds from the Business Combination and reflected as a decrease in Pubco Common Shares.
- For SEAC's estimated transaction costs, which exclude the deferred underwriting compensation described in Note 4(c) above:
  - adjustment reflects $3.6 million of transaction costs accrued by SEAC in other accrued liabilities and recognized as expense as of December 31, 2023;
  - adjustment reflects $0.4 million of transaction costs recognized in expense and paid as of December 31, 2023;
  - adjustment reflects $18.6 million of transaction costs as a reduction of cash, which represents SEAC's transaction costs less amounts previously paid by SEAC as of December 31, 2023; and
  - adjustment reflects $7.0 million of transaction costs as an adjustment to accumulated deficit as of December 31, 2023, which represents the total SEAC transaction costs less

$4.0 million previously recognized by SEAC as of December 31, 2023 and $8.0 million of transaction costs capitalized and offset against the proceeds from the Business Combination and reflected as a decrease in Pubco Common Shares.

(m) Reflects the reclassification of SEAC additional paid-in capital to Pubco Common Shares.

(n) Reflects the recapitalization of LG Studios' parent net investment into 253,435,794 Pubco Common Shares, which is adjusted to accumulated deficit.

(o) Reflects the elimination of SEAC's historical accumulated deficit after recording the transaction costs to be incurred by SEAC as described in Note 4(l) above.

(p) Reflects the transfer of the Post-Arrangement Repayment Amount in cash to Lions Gate Parent. The Post-Arrangement Repayment Amount is calculated based on the aggregate transaction proceeds of approximately $350.0 million, less SEAC transaction expenses as described in Note 4(l) above, less amounts payable pursuant to the SEAC Public Warrant Exchange described in Note 4(k) above and less the deferred underwriters compensation described in Note 4(c) above.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations related to the Business Combination

The pro forma adjustments included in the unaudited pro forma condensed combined statements of operations for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023, are as follows:

(aa) Reflects pro forma adjustment to eliminate historical expenses related to SEAC's administrative, financial and support services paid to the Sponsor, which terminate upon consummation of the Business Combination.

(bb) Reflects pro forma adjustment to eliminate interest from investments held in Trust Account.

(cc) Reflects pro forma adjustment to eliminate PIPE with reduction right expense and change in fair value of PIPE with reduction right liability which was settled with the issuance of PIPE shares, as described in Note 4(d) and Note 4(e) above.

(dd) Reflects pro forma adjustment to eliminate change in fair value of SEAC Private Placement Warrants, which were forfeited as part of the Business Combination, as described in Note 4(j) above.

(ee) Reflects pro forma adjustment to reduce interest expense for the reduction of debt associated with the transfer of the Post-Arrangement Repayment Amount in cash to Lions Gate Parent, as described in Note 4(p) above.

(ff) No income tax adjustment is reflected for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023 based on LG Studio's estimated annual effective tax rate for the fiscal years ending March 31, 2024 and 2023, respectively, and LG Studio having a full valuation allowance on its net deferred tax asset.

5. Income (loss) per Share

Reflects the net income (loss) per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination, assuming the shares were outstanding since April 1, 2022. As the Business Combination is being reflected as if it had occurred at the beginning of the periods presented, the calculation of weighted average shares outstanding for basic and diluted

net income (loss) per share assumes that the shares issued relating to the Business Combination and related transactions have been outstanding for the entire periods presented.

	Nine Months Ended December 31, 2023	Year Ended March 31, 2023
Pro forma net income (loss) attributable to common shareholders (in millions)	$ (340.7)	$ 43.1
Pro forma weighted average shares outstanding, basic and diluted	290,758,067	290,758,067
Pro forma net income (loss) per share, basic and diluted	**$ (1.17)**	**$ 0.15**
Pro forma weighted average shares calculation, basis and diluted		
SEAC Public Shareholders	7,027,873	7,027,873
SEAC Sponsor and its permitted transferees[(1)]	2,010,000	2,010,000
PIPE Investors	27,836,273	27,836,273
Lions Gate Parent	253,435,794	253,435,794
Additional Shares	448,127	448,127
	290,758,067	**290,758,067**

(1) The pro forma basic and diluted shares of the holders of SEAC Sponsor shares exclude the options to purchase 2,200,000 Pubco Common Shares subject to certain vesting restrictions set forth in the Sponsor Option Agreement.

6. Adjustments to LG Studios for the Acquisition of eOne and Other Transactions

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial information has been prepared to illustrate the preliminary estimated effect of LG Studios' acquisition of eOne and other transactions, prior to the Autonomous Entity Adjustments described in Note 3 and prior to the Transaction Accounting Adjustments related to the Business Combination described in Note 4, and has been prepared for informational purposes only.

LG Studios (as adjusted) in the unaudited proforma condensed combined balance sheet as of December 31, 2023 reflects the historical balance sheet of LG Studios, inclusive of the preliminary estimated fair value of assets acquired and liabilities assumed upon the completed acquisition of eOne described below, adjusted for the other transactions as if they had been consummated on December 31, 2023.

	LG Studios (Historical)	Other Adjustments		LG Studios (As Adjusted)
Assets				
Cash and cash equivalents	$ 247.1	$ —	(A)(B)	$ 247.1
Accounts receivable, net	734.1			734.1
Due from Starz Business	66.5			66.5
Other current assets	417.1			417.1
Total current assets	1,464.8	—		1,464.8
Investment in films and television programs, net	1,908.2			1,908.2
Property and equipment, net	35.9			35.9
Investments	71.5			71.5
Intangible assets, net	26.9			26.9
Goodwill	801.4			801.4
Other assets	810.4			810.4
Total assets	**$ 5,119.1**	**$ —**		**$ 5,119.1**
Liabilities				
Accounts payable	$ 214.1			$ 214.1
Content related payables	66.7			66.7
Other accrued liabilities	263.3			263.3
Participations and residuals	595.9			595.9
Film related obligations	1,258.2			1,258.2
Debt - short term portion	50.3			50.3
Deferred revenue	248.0			248.0
Total current liabilities	**2,696.5**	—		**2,696.5**
Debt	1,542.4	194.1	(A)	1,736.5
Participations and residuals	472.0			472.0
Film related obligations	554.4			554.4
Other liabilities	338.8	158.4	(C)	497.2
Deferred revenue	81.5			81.5
Deferred tax liabilities	18.8			18.8
Total liabilities	**5,704.4**	**352.5**		**6,056.9**
Commitments and contingencies				
Redeemable noncontrolling interest	406.2	(352.5)	(B)(C)	53.7
Equity (Deficit)				
Parent net investment	(1,090.5)			(1,090.5)
Accumulated other comprehensive income	97.2			97.2
Total parent equity (deficit)	(993.3)	—		(993.3)
Noncontrolling interest	1.8			1.8
Total equity (deficit)	**(991.5)**	—		**(991.5)**
Total liabilities, redeemable noncontrolling interest and equity (deficit)	**$ 5,119.1**	**$ —**		**$ 5,119.1**

LG Studios (as adjusted) in the unaudited pro forma condensed combined statements of operations for the nine months ended December 31, 2023 and fiscal year ended March 31, 2023 combines the historical statements of operations of LG Studios and eOne for such periods as described in Note 1, on a pro forma basis as if the acquisition of eOne and other transactions had been consummated on April 1, 2022, the beginning of the earliest period presented. As the eOne acquisition occurred on December 27, 2023, the historical statement of operations of LG Studios for the nine months ended December 31, 2023 includes four days of activity of eOne, which was not material.

	For the Nine Months Ended December 31, 2023	For the Nine Months Ended October 1, 2023					For the Nine Months Ended December 31, 2023
	LG Studios (Historical)	**eOne (As Reclassified)**	**PPA Adjustments**		**Other Adjustments**		**LG Studios (As Adjusted)**
Revenue:							
Revenue	$ 1,684.2	$ 419.3					$ 2,103.5
Revenue- Starz Business	422.1	—					422.1
Total revenue	2,106.3	419.3	—		—		2,525.6
Expenses:							
Direct operating	1,306.0	320.5	(49.5)	(AA)			1,577.0
Distribution and marketing	346.0	28.4					374.4
General and administration	261.6	87.5					349.1
Depreciation and amortization	11.1	18.5	(13.5)	(BB)			16.1
Restructuring and other	61.5	—					61.5
Impairment of goodwill and trade name	—	296.2					296.2
Total expenses	1,986.2	751.1	(63.0)		—		2,674.3
Operating income (loss)	120.1	(331.8)	63.0		—		(148.7)
Interest expense	(157.1)	(29.4)			(30.6)	(DD)	(217.1)
Interest and other income	6.9	5.5					12.4
Other expense	(14.3)	(2.8)					(17.1)
Gain on investments, net	2.7	—					2.7
Equity interests income	5.7	—					5.7
Income (loss) before income taxes	(36.0)	(358.5)	63.0		(30.6)		(362.1)
Income tax provisions	(16.7)	38.4	—	(CC)	—	(EE)	21.7
Net income (loss)	(52.7)	(320.1)	63.0		(30.6)		(340.4)
Less: Net loss (income) attributable to noncontrolling interests	6.2	—			(3.5)	(FF)	2.7
Net income (loss) attributable to Parent	$ (46.5)	$ (320.1)	$ 63.0		$ (34.1)		$ (337.7)

	For the Year Ended March 31, 2023 LG Studios (Historical)	For the Year Ended December 25, 2022 eOne (As Reclassified)	PPA Adjustments		Other Adjustments		For the Year Ended March 31, 2023 LG Studios (As Adjusted)
Revenue:							
Revenue	$ 2,308.3	$ 827.8					$ 3,136.1
Revenue- Starz Business	775.5	—					775.5
Total revenue	3,083.8	827.8	—		—		3,911.6
Expenses:							
Direct operating	2,207.9	634.5	(91.6)	(AA)			2,750.8
Distribution and marketing	304.2	19.3					323.5
General and administration	387.0	127.4					514.4
Depreciation and amortization	17.9	26.0	(19.7)	(BB)			24.2
Restructuring and other	27.2	23.8					51.0
Total expenses	2,944.2	831.0	(111.3)		—		3,663.9
Operating income (loss)	139.6	(3.2)	111.3		—		247.7
Interest expense	(162.6)	(14.0)			(40.7)	(DD)	(217.3)
Interest and other income	6.4	3.2					9.6
Other expense	(21.2)	6.7					(14.5)
Loss on extinguishment of debt	(1.3)	—					(1.3)
Gain on investments, net	44.0	—					44.0
Equity interests income	0.5	—					0.5
Income (loss) before income taxes	5.4	(7.3)	111.3		(40.7)		68.7
Income tax provisions	(14.3)	(12.7)	—	(CC)	0.6	(EE)	(26.4)
Net income (loss)	(8.9)	(20.0)	111.3		(40.1)		42.3
Less: Net loss (income) attributable to noncontrolling interests	8.6	(0.6)			(7.4)	(FF)	0.6
Net income (loss) attributable to Parent	$ (0.3)	$ (20.6)	$ 111.3		$ (47.5)		$ 42.9

eOne Historical Financial Statements- Reclassifications

Certain preliminary reclassification adjustments have been made to the historical presentation of eOne financial information in order to conform to LG Studios' statement of operations, see Note 2.

The following summarizes reclassification adjustments to eOne's historical statement of operations for the fiscal year ended March 31, 2023 for purposes of the unaudited pro forma condensed combined statement of operations for the fiscal year ended March 31, 2023. There were no material reclassification adjustments to eOne's historical statement of operations for the nine months ended December 31, 2023 identified.

	eOne (Historical)	Reclassification		eOne (as reclassified)
	(Amounts in millions)			
Net revenues	$ 827.8	—		$ 827.8
Costs and expenses:				
Direct operating	634.5	—		634.5
Distribution and marketing	19.3	—		19.3
General and administration	151.2	(23.8)	(1)	127.4
Depreciation and amortization	26.0	—		26.0
Restructuring and other	—	23.8	(1)	23.8
Total costs and expenses	831.0	—		831.0
Operating loss	(3.2)	—		(3.2)
Interest expense	(14.0)	—		(14.0)
Interest income	3.2	—		3.2
Other expense, net	6.7	—		6.7
Loss before income taxes	(7.3)	—		(7.3)
Income tax provision (benefit)	(12.7)	—		(12.7)
Net loss	(20.0)	—		(20.0)
Less: Net earnings attributable to noncontrolling interests	(0.6)	—		(0.6)
Net loss attributable to Entertainment One Film and Television Business	$ (20.6)	—		$ (20.6)

(1) Adjustment to conform eOne's classification of restructuring and other expense of $23.8 million from general and administration expense to restructuring and other consistent with LG Studios' classification.

LG Studios' acquisition of eOne

LG Studios accounted for the acquisition of eOne as a business combination in accordance with GAAP. Accordingly, the purchase price attributable to the acquisition of eOne was allocated to the assets acquired and liabilities assumed based on their preliminary estimated fair values. See Note 2 of LG Studios' condensed combined financial statements as of and for the nine months ended December 31, 2023 for information on the purchase consideration, fair value estimates of the assets acquired and liabilities assumed, and resulting goodwill as of the December 27, 2023 acquisition date.

In determining the fair value of the assets acquired and liabilities assumed, the Company considered the purchase price of eOne and the underlying cash flows projected in assessing the purchase price for eOne, the competitive bidding process and perspectives of a market participant. With the exception of eOne's investment in film and television programs, certain property and equipment and right of use assets, the fair value of eOne's assets and liabilities were determined to approximate book value, with little subjective estimation required (i.e. the fair value of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, participations and residuals, film related obligations and other liabilities were estimated to approximate their book values). The adjustment to the historical carrying value of investment in film and television programs of eOne resulting from the estimate of fair value was the largest subjective adjustment required in allocating the estimated purchase price. Investment in film and television programs includes films and television programs in development,

released and unreleased titles and older titles as part of the film and television program library. There are inherent uncertainties in estimating the future cash flows for film and television programs with a higher degree of uncertainty associated with unreleased titles. Such inherent uncertainties could result in a range of estimates in fair value by different market participants.

The preliminary fair value of film and television programs and library was estimated under the principles of ASC 805, which requires assets acquired and liabilities assumed to be measured at fair value as defined in ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This measurement of fair value will inherently differ from the carrying value of investment in film and television programs and library recorded under ASC 926, *Entertainment Films* ("ASC 926")The preliminary estimate of the fair value of investment in film and television programs and acquired library was based on projected cash flows from a market participant perspective and were discounted to present value using a discount rate commensurate with the risk of achieving those cash flows of approximately 11.5%. In addition, the discounted cash flow reflects costs for other items such as taxes, certain contributory asset charges, and overhead, which resulted in the fair value estimated under ASC 820 being less than the carrying values of those assets under ASC 926.

Under ASC 805, where the total purchase price exceeds the fair value of the assets acquired and liabilities assumed, the excess is reflected as goodwill, and where the fair value of the assets acquired and liabilities assumed exceeds the total purchase price, the difference results in a gain on the purchase. The preliminary purchase price allocation resulted in approximately $5.8 million of goodwill. A 10% increase in the valuation of investment in film and television programs would result in a bargain purchase gain of approximately $31.0 million, as compared to a 10% decrease in the valuation of investment in film and television programs which would result in an increase in goodwill of approximately $36.8 million.

Other Adjustments to the unaudited pro forma condensed combined balance sheet

(A) Reflects drawdown of $194.1 million from LG Studios revolving credit facility and increase in cash, which was used to finance the acquisition of the additional interest in 3 Arts Entertainment for $194.1 million. The drawdown on the revolving credit facility is classified as noncurrent debt based on the maturity date of April 6, 2026.

(B) Reflects LG Studios acquisition of an additional 25% of 3 Arts Entertainment (a consolidated majority owned subsidiary) in January 2024 for $194.1 million in cash.

(C) Reflects the reclass of substantially all of the remaining 3 Arts Entertainment noncontrolling interest to other liabilities resulting from the modification of contractual terms, which terms now require liability classification.

PPA Adjustments to the unaudited pro forma condensed combined statements of operations

The unaudited pro forma condensed combined statement of operations for the nine months ended December 31, 2023 and the fiscal year ended March 31, 2023 includes the following adjustments:

(AA) Reflects estimated decreases of $49.5 million and $91.6 million in amortization expense for the nine months ended December 31, 2023 and the fiscal year ended March 31, 2023, respectively, resulting from the preliminary allocation of purchase consideration to investments in film and television programs, subject to amortization, and adjusting the content library to the preliminary fair value. See Note 2 of LG Studios' condensed combined financial statements as of and for the nine months ended December 31, 2023 for information on the estimated fair values as of the acquisition date, useful lives and amortization method of acquired investments in film and television programs.

(BB) Reflects estimated decreases of $13.5 million and $19.7 million for the nine months ended December 31, 2023 and the fiscal year ended March 31, 2023, respectively, in amortization and depreciation expense

resulting from the preliminary allocation of purchase consideration to definite-lived intangible assets subject to amortization and property and equipment. See Note 2 of LG Studios' condensed combined financial statements as of and for the nine months ended December 31, 2023 for information on the estimated fair values as of the acquisition date, useful lives and amortization method of acquired definite-lived intangible assets subject to amortization and property and equipment.

(CC) No income tax adjustment is reflected for the nine months ended December 31, 2023 and the fiscal year ended March 31, 2023 based on LG Studio's estimated annual effective tax rate for the fiscal years ending March 31, 2024 and 2023, respectively, and LG Studio having a full valuation allowance on its net deferred tax asset.

Other Adjustment to the unaudited pro forma condensed combined statements of operations

(DD) Reflects the estimated incremental interest expense resulting from the $375.0 million drawdown and $194.1 million drawdown from LG Studios revolving credit facility to fund the acquisition of eOne and the acquisition of additional interest in 3 Arts Entertainment for the nine months ended December 31, 2023 and the fiscal year ended March 31, 2023. The unaudited pro forma financial information reflects an assumed interest rate of 7.16%, based on the Secured Overnight Financing Rate ("SOFR") as of December 27, 2023 and terms of LG Studios' revolving credit facility. If the actual annual interest rate of the credit facility were to vary by 1/8th of a percent, the pro forma adjustment for interest expense would change by $0.7 million.

(EE) Reflects the adjustment to income tax expense for the fiscal year ended March 31, 2023, as a result of the estimated state tax impact on the other adjustments. No adjustment is reflected for the nine months ended December 31, 2023 based on LG Studios' estimated annual effective tax rate for the fiscal year ending March 31, 2024 and LG Studios having a full valuation allowance on its net deferred tax asset.

(FF) Reflects the adjustment to net loss attributable to noncontrolling interests as a result of the decrease in LG Studio's redeemable noncontrolling interest in 3 Arts Entertainment and resulting reclassification of the remaining noncontrolling interest to other liabilities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF SEAC

The following discussion and analysis of the financial condition and results of operations of Screaming Eagle Acquisition Corp. (for purposes of this section, "SEAC," "we," "us" and "our") as of March 31, 2024 (and does not reflect subsequent events after May 8, 2024) and should be read in conjunction with the audited financial statements and the notes related thereto which are included elsewhere in this prospectus. Certain information contained in the discussion and analysis set forth below includes forward-looking statements that involve risks and uncertainties. SEAC's actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those set forth in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements."

Overview

SEAC is a blank check company incorporated on November 3, 2021 as a Cayman Islands exempted company for the purpose of effecting an Initial Business Combination. SEAC's efforts to identify a prospective Initial Business Combination target have not been limited to a particular industry, sector or geographic region. While SEAC may pursue an Initial Business Combination opportunity in any industry or sector, SEAC intends to capitalize on the ability of the SEAC management team to identify and combine with a business or businesses that could benefit from the SEAC management team's established global relationships and operating experience.

On January 10, 2022, SEAC consummated the SEAC IPO of the SEAC Units and a private sale (the "**Private Placement**") of the SEAC Private Placement Warrants. A total of $750,000,000 comprised of $735,000,000 of the proceeds from the SEAC IPO (which amount included $26,250,000 of the underwriters' deferred discount) and $15,000,000 of the proceeds of the sale of the private placement warrants was placed in the Trust Account. In accordance with the terms of the Trust Agreement, the proceeds were invested in U.S. government treasury obligations with a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 under the Investment Company Act which invest only in direct U.S. government treasury obligations until January 2024. On January 26, 2024, SEAC amended the Trust Agreement, to permit Continental Stock Transfer & Trust Company (the "**Trustee**"), to hold the assets in the Trust Account in an interest-bearing demand deposit account or cash until the earlier of the consummation of an Initial Business Combination or SEAC's liquidation. On the same day, SEAC instructed the Trustee to liquidate the investments held in the Trust Account and move the funds to an interest-bearing demand deposit account, with the Trustee continuing to act as trustee. As a result, following the liquidation of investments in the Trust Account, the remaining proceeds from the SEAC IPO and the Private Placement are no longer invested in U.S. government securities or money market funds.

SEAC intends to effectuate an Initial Business Combination, including the Business Combination, using cash from the proceeds of the SEAC IPO and the private placement of the SEAC Private Placement Warrants, the proceeds of the sale of SEAC Public Shares in connection with the Initial Business Combination, shares issued to the owners of the target, debt issued to bank or other lenders or the owners of the target, other securities issuances, or a combination of the foregoing.

As indicated in the accompanying financial statements, at March 31, 2024, SEAC had an unrestricted cash balance of $437,163 as well as cash and investments held in the Trust Account of $804,228,813. Further, SEAC expects to incur significant costs in the pursuit of an Initial Business Combination. SEAC cannot assure you that its plans to complete an Initial Business Combination will be successful.

Business Combination with StudioCo

On December 22, 2023, SEAC, New SEAC, Lions Gate Parent, Studio HoldCo, StudioCo, MergerCo and New BC Sub, entered into the Business Combination Agreement, pursuant to which, among other things and subject to the terms and conditions contained in the Business Combination Agreement and the Plan of Arrangement,

(i) SEAC will merge with and into MergerCo with SEAC Merger Surviving Company as the resulting entity, (ii) SEAC Merger Surviving Company will distribute all of its assets lawfully available for distribution to New SEAC by way of a cash dividend, (iii) SEAC Merger Surviving Company will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and convert to a British Columbia unlimited liability company in accordance with the applicable provisions of the BC Act, (iv) New SEAC will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and continue as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) in pursuant to an arrangement under Division 5 of Part 9 of the BC Act and on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub will amalgamate to form MergerCo Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco will amalgamate to form SEAC Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement and (C) StudioCo and SEAC Amalco will amalgamate to form Pubco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. The Arrangement is subject to the approval by the Supreme Court of British Columbia under the BC Act.

Lions Gate Parent's securities are traded on the New York Stock Exchange under the ticker symbols "LGF.A" and "LGF.B".

Promissory Note

On May 7, 2024, the Company issued a promissory note to the Sponsor with a principal amount of up to $2.0 million to cover advancements made by the Sponsor to finance certain transaction expenses on behalf of the Company (the "Note"). The Note bears no interest and is repayable in full upon the earlier of (a) the date of the consummation of the Company's Business Combination, and (b) the date of the Company's liquidation. If the Company does not consummate a Business Combination, the Note will be repaid only from funds held outside of the Trust Account (to the extent there are any) or will be forfeited, eliminated or otherwise forgiven.

Results Of Operations

SEAC has neither engaged in any operations nor generated any revenues to date. SEAC's only activities since inception have been organizational activities, those necessary to prepare for the SEAC IPO and identifying and evaluating a target company for an Initial Business Combination and activities in connection with the Business Combination. SEAC will not generate any operating revenues until after completion of an Initial Business Combination, at the earliest. SEAC has generated non-operating income in the form of interest income from the proceeds derived from the SEAC IPO.

SEAC is incurring expenses as a result of being a public company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence and other expenses in connection with completing an Initial Business Combination, including the Business Combination.

For the three months ended March 31, 2024, SEAC had a net income of $5,162,251, a loss from operations of $3,404,845, comprised of general and administrative expenses of $3,404,845, and non-operating income of $8,567,096, comprised of a gain from change in fair value of warrant liability of $234,666, interest earned in the Trust Account of $9,478,547, and a loss from change in fair value of PIPE with reduction right liability of $1,146,117. For the three months ended March 31, 2023, SEAC had a net income of $8,008,646, a loss from operations of $540,513, comprised of general and administrative expenses, and non-operating income of $8,549,159, comprised of a gain from change in fair value of warrant liability of $469,333 and interest earned in the Trust Account of $8,079,826.

Through March 31, 2024, SEAC's efforts have been limited to organizational activities, activities relating to the SEAC IPO, activities relating to identifying and evaluating prospective acquisition candidates and activities in

connection with the Business Combination and those relating to general corporate matters. SEAC has not generated any revenue, other than interest income earned on the proceeds held in the Trust Account. As of March 31, 2024, $804,228,213 was held in the Trust Account (including up to $8,925,000 of deferred underwriting discounts and commissions). SEAC had cash outside of the Trust Account of $473,163 and $6,458,295 in accounts payable and accrued expenses.

Liquidity and Capital Resources

As of March 31, 2024, SEAC had an unrestricted cash balance of $437,163 as well as cash and investments held in the Trust Account of $804,228,813. SEAC's liquidity needs through March 31, 2024 were satisfied through receipt of a $25,000 capital contribution from the SEAC Sponsor in exchange for the issuance of the SEAC Founder Shares, a $300,000 loan from the SEAC Sponsor (which was paid in full on January 11, 2022), the proceeds from the consummation of the private placement of private placement warrants not held in the Trust Account and the withdrawal of certain interest earned on the Trust Account to fund SEAC's working capital requirements in accordance with the terms of the Trust Agreement.

Further, the SEAC Sponsor or an affiliate of the SEAC Sponsor or certain of SEAC's officers and directors may, but are not obligated to, loan SEAC funds as may be required. Up to $1,500,000 of such loans may be convertible into warrants of the post-Initial Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the private placement warrants. The terms of such loans have not been determined and no written agreements exist with respect to such loans. Based on the foregoing, SEAC management believes that SEAC will have sufficient working capital and borrowing capacity to meet its needs through the earlier of the consummation of an Initial Business Combination or one year from the issuance of the financial statements.

In accordance with the terms of the SEAC Articles, SEAC has until June 15, 2024, to consummate an Initial Business Combination (the "**Completion Window**"). Although SEAC plans to complete an Initial Business Combination, including the Business Combination, before the Completion Window, there can be no assurance that SEAC will be able to consummate an Initial Business Combination by the Completion Window. In connection with SEAC's assessment of going concern considerations in accordance with the Financial Accounting Standards Board ("**FASB**") Accounting Standards Update ("**ASU**") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," SEAC management has determined that if SEAC is unable to complete an Initial Business Combination and raise additional funds to alleviate liquidity needs and since the mandatory liquidation deadline is less than 12 months away, there is substantial doubt that SEAC will operate as a going concern.

No adjustments have been made to the carrying amounts of assets or liabilities should SEAC be required to liquidate after the Completion Window. SEAC management plans to consummate an Initial Business Combination prior to Completion Window, however there can be no assurance that one will be completed.

SEAC expects its primary liquidity requirements during that period prior to the Initial Business Combination to include approximately $416,000 for legal, accounting, due diligence, travel and other expenses associated with structuring, negotiating and documenting successful Initial Business Combinations, $360,000 for administrative and support services, and approximately $224,000 for Nasdaq and other regulatory fees and approximately $850,000 for director and officer liability insurance premiums. SEAC will also reimburse Global Eagle Acquisition LLC ("**GEA**"), an affiliate of the SEAC Sponsor, for office space and administrative services provided to members of the SEAC management team in an amount not to exceed $15,000 per month in the event such space and/or services are utilized and SEAC do not pay a third party directly for such services.

These amounts are estimates and may differ materially from SEAC's actual expenses. In addition, SEAC could use a portion of the funds not being placed in the Trust Account to pay commitment fees for financing, fees to consultants to assist SEAC with its search for a target business or as a down payment or to fund a "no-shop"

provision (a provision designed to keep target businesses from “shopping” around for transactions with other companies or investors on terms more favorable to such target businesses) with respect to a particular proposed Initial Business Combination, although SEAC do not have any current obligation or intention to do so. If SEAC enter into an agreement for an alternative Initial Business Combination where SEAC pays for the right to receive exclusivity from a target business, the amount that would be used as a down payment or to fund a “no-shop” provision would be determined based on the terms of the specific Initial Business Combination and the amount of SEAC’s available funds at the time. SEAC’s forfeiture of such funds (whether as a result of SEAC’s breach or otherwise) could result in SEAC not having sufficient funds to continue searching for, or conducting due diligence with respect to, prospective target businesses.

Moreover, SEAC may need to obtain additional financing to complete an Initial Business Combination, either because the transaction requires more cash than is available from the proceeds held in the Trust Account or because SEAC becomes obligated to redeem a significant number of SEAC Public Shares upon completion of the Initial Business Combination, in which case SEAC may issue additional securities or incur debt in connection with such Initial Business Combination. In addition, SEAC intends to target businesses with enterprise values that are greater than SEAC could acquire with the net proceeds of the SEAC IPO and the sale of the private placement units, and, as a result, if the cash portion of the purchase price exceeds the amount available from the Trust Account, net of amounts needed to satisfy any redemptions by public shareholders, SEAC may be required to seek additional financing to complete such proposed Initial Business Combination. SEAC may also obtain financing prior to the closing of an Initial Business Combination to fund SEAC’s working capital needs and transaction costs in connection with SEAC’s search for and completion of an Initial Business Combination. There is no limitation on SEAC’s ability to raise funds through the issuance of equity or equity-linked securities or through loans, advances or other indebtedness in connection with an Initial Business Combination, including pursuant to forward purchase agreements or backstop agreements SEAC may enter into following consummation of the SEAC IPO. Subject to compliance with applicable securities laws, SEAC would only complete such financing simultaneously with the completion of an Initial Business Combination. If SEAC are unable to complete an Initial Business Combination because it does not have sufficient funds available to do it, SEAC will be forced to cease operations and liquidate the Trust Account. In addition, following an Initial Business Combination, if cash on hand is insufficient, SEAC may need to obtain additional financing in order to meet its obligations.

Going Concern

SEAC is a Special Purpose Acquisition Corporation with a Completion Window of June 15, 2024, because a definitive agreement has been executed, in which case the Completion Window was April 10, 2024, and because on April 9, 2024, SEAC held the Extension Meeting (as defined below) in which the SEAC Shareholders approved, by special resolution, a proposal to amend the SEAC Articles to extend the date by which SEAC must consummate an Initial Business Combination from April 10, 2024 to June 15, 2024. Although SEAC plans to complete the transaction before the Completion Window, there can be no assurance that SEAC will be able to consummate an Initial Business Combination by June 15, 2024. In connection with SEAC’s assessment of going concern considerations in accordance with FASB’s ASU 2014-15, “Disclosures of Uncertainties about an Entity’s Ability to Continue as a Going Concern,” SEAC management has determined that if SEAC is unable to complete an Initial Business Combination and raise additional funds to alleviate liquidity needs and since the mandatory liquidation deadline is less than 12 months away, there is substantial doubt that SEAC will operate as a going concern.

No adjustments have been made to the carrying amounts of assets or liabilities should SEAC be required to liquidate after June 15, 2024. SEAC management plans to consummate an Initial Business Combination prior to June 15, 2024, however there can be no assurance that one will be completed.

Commitments and Contractual Obligations

SEAC does not have any long-term debt, capital lease obligations, operating lease obligations or long-term liabilities.

Administrative Services and Indemnification Fee

On January 5, 2022, SEAC entered into an Administrative Services and Indemnification Agreement with the SEAC Sponsor and GEA (the "**Administrative Services and Indemnification Agreement**"). SEAC agreed to pay GEA, an affiliate of the SEAC Sponsor, $15,000 per month for office space, utilities, secretarial and administrative support services and to provide indemnification to the SEAC Sponsor from any claims arising out of or relating to the SEAC IPO or SEAC's operations or conduct of SEAC's business (including its Initial Business Combination) or any claim against the SEAC Sponsor alleging any expressed or implied management or endorsement by the SEAC Sponsor of any of SEAC's activities or any express or implied association between the SEAC Sponsor and SEAC or any of its affiliates. Upon completion of an Initial Business Combination or SEAC's liquidation, SEAC will cease paying these monthly fees. In the three months ended 2024 and 2023, SEAC incurred $15,000 and $45,000, respectively, in administrative services expenses under the arrangement. As of March 31, 2024 and 2023, $15,000 and $45,000, respectively, is included in accounts payable and accrued expenses in the accompanying consolidated balance sheets.

Underwriting Agreement

On January 5, 2022, SEAC entered into an underwriting agreement (the "**Underwriting Agreement**"). The underwriters were paid a cash underwriting discount of two percent (2.0%) of the gross proceeds of the SEAC IPO, or $15,000,000. Additionally, the underwriters were entitled to a deferred underwriting commission of 3.5% or $26,250,000 of the gross proceeds of the SEAC IPO held in the Trust Account upon the completion of SEAC's Initial Business Combination subject to the terms of the Underwriting Agreement.

The deferred underwriting commissions will become payable to the underwriters from the amounts held in the Trust Account solely in the event that SEAC completes an Initial Business Combination, subject to the terms of the Underwriting Agreement.

In consideration of Citigroup Global Markets Inc.'s ("**Citi**") engagement as SEAC's financial advisor and placement agent in the PIPE financing raised in connection with the Business Combination, and the fees it is expected to receive in connection with such roles, on January 3, 2024, Citi agreed to make adjustments to its entitlement to a portion of the $26,250,000 deferred underwriting fee payable to it pursuant to the Underwriting Agreement. Such adjustments modified Citi's entitlement to its portion of the deferred underwriting fee to be equal to a specific percentage of the amount remaining in the Trust Account, after giving effect to the redemption rights exercised by SEAC's public shareholders and certain other adjustments.

In addition, on January 3, 2024, SEAC received a letter from Goldman Sachs & Co. LLC ("**Goldman Sachs**") whereby Goldman Sachs waived its entitlement to its portion of the $26,250,000 deferred underwriting fee payable pursuant to the Underwriting Agreement. The Company did not seek out the reasons why Goldman Sachs waived its deferred underwriting fee, despite Goldman Sachs having already completed its services under the Underwriting Agreement. Goldman Sachs received no additional consideration for the waiver of its entitlement to the deferred underwriting fee. Upon receipt of the waiver, offering costs of $17,325,000 were adjusted to temporary equity on the accompanying consolidated statements of changes in shareholders' equity (deficit).

Business Combination Agreement and Related Agreements

Business Combination Agreement

On December 22, 2023, SEAC, New SEAC, Lions Gate Parent Studio HoldCo, StudioCo, MergerCo and New BC Sub, entered into the Business Combination Agreement, pursuant to which, among other things and subject to

the terms and conditions contained in the Business Combination Agreement and the Plan of Arrangement, (i) SEAC will merge with and into MergerCo with SEAC Merger Surviving Company as the resulting entity, (ii) SEAC Merger Surviving Company will distribute all of its assets lawfully available for distribution to New SEAC by way of a cash dividend, (iii) SEAC Merger Surviving Company will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and convert to a British Columbia unlimited liability company in accordance with the applicable provisions of the BC Act, (iv) New SEAC will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and continue as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) in pursuant to the Arrangement and on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub will amalgamate to form MergerCo Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco will amalgamate to form SEAC Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement and (C) StudioCo and SEAC Amalco will amalgamate to form Pubco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. The Arrangement is subject to the approval by the Supreme Court of British Columbia under the BC Act.

On April 11, 2024, the Business Combination Agreement was amended to, among other things: (i) upsize the PIPE from $175,000,000 to $225,000,000; (ii) upsize the amount of aggregate transaction proceeds to be no greater than $409,500,000 and no less than $350,000,000, from the prior requirement of $350,000,000 in aggregate transaction proceeds; and (iii) based on the net cash in the Trust Account following the Extension Meeting, remove the provisions requiring cash to potentially be paid to non-redeeming holders of Public Shares as part of the merger consideration for their SEAC Class A Ordinary Shares, which requirement had been intended to limit dilution of Lions Gate Parent's ownership in the combined company, and instead provide that the holders of Public Shares who do not redeem their SEAC Class A Ordinary Shares at the extraordinary general meeting of SEAC's shareholders to be held to approve the Business Combination will receive only common shares of Pubco ("**Pubco Common Shares**") in exchange for their SEAC Class A Ordinary Shares on a one-for-one basis.

PIPE Subscription Agreements

Concurrently with the execution of the Business Combination Agreement, SEAC, New SEAC and Lions Gate Parent entered into subscription agreements (the "**Initial Subscription Agreements**") with certain institutional and accredited investors (the '**PIPE Investors**") pursuant to which the PIPE Investors have agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 18,172,378 Pubco Common Shares (the "**PIPE Shares**"), at a purchase price of $9.63 per share, for an aggregate cash amount of $175,000,000.

Pursuant to the Initial Subscription Agreements, the PIPE Investors therein have the right to elect to offset their total commitments under their respective Initial Subscription Agreement, on a one-for-one basis, up to the total amount of PIPE Shares subscribed thereunder, to the extent such PIPE Investor (i) purchases SEAC Class A Ordinary Shares in open market transactions at a price of less than the Closing redemption price per-share prior to the record date established for voting at the extraordinary general meeting of SEAC's shareholders (the "**SEAC Shareholders' Meeting**") (the "**Open-Market Purchase Shares**"), but only if the PIPE Investor agrees, with respect to such Open-Market Purchase Shares, to (A) not sell or transfer any such Open-Market Purchase Shares prior to the Closing (B) not vote any such Open-Market Purchase Shares in favor of approving the Business Combination and instead submits a proxy abstaining from voting thereon and (C) to the extent such investor has the right to have all or some of its Open-Market Purchase Shares redeemed for cash in connection with the Closing, not exercise any such redemption rights; and (ii) beneficially owned any SEAC Class A Ordinary Shares as of the date of its Initial Subscription Agreement (the "**Currently Owned Shares**"), but only if the PIPE Investor agrees, with respect to such Currently Owned Shares, to (A) not sell or transfer any such Currently Owned Shares prior to the Closing, (B) vote all of its Currently Owned Shares in favor of approving

the Business Combination at the SEAC Shareholders' Meeting, and (C) to the extent such investor has the right to have all or some of its Currently Owned Shares redeemed for cash in connection with the Closing, not exercise any such redemption rights.

If any such PIPE Investors exercise their reduction rights and meet the foregoing conditions, then for every SEAC Class A Ordinary Share for which such PIPE Investor exercises its reduction right, such PIPE Investor will be entitled to purchase from SEAC 0.1111 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per share, which shares will be issued by SEAC prior to the SEAC Merger (such shares, the "**Newly Issued Reduction Right Shares**").

On April 11, 2024, SEAC, New SEAC and Lions Gate Parent entered into the Additional Subscription Agreement, pursuant to which an additional PIPE Investor agreed to purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 4,918,839 Pubco Common Shares, at a purchase price of $10.165 per share, for an aggregate cash amount of $50,000,000. The Additional Subscription Agreement is in substantially the same form as the Initial Subscription Agreements, expect that it does not provide the reduction right to the investor therein.

Non-Redemption Agreements

On April 24, 2024, SEAC and Pubco entered into theNon-Redemption Agreements with certain investors, pursuant to which such investors agreed, among other things, to: (i) certify that they had purchased an aggregate of approximately $20 million of Public Shares in the open-market at a price no greater than the Redemption Price (as defined in the SEAC Articles), no later than one business day prior to the mailing date of the Registration Statement filed by Pubco with the SEC relating to the Business Combination (such shares, the "**Purchase Commitment Shares**"); (ii) not redeem the Purchase Commitment Shares; (iii) not vote the Purchase Commitment Shares in favor of any of the proposals presented at the SEAC Shareholders' Meeting; and (iv) not transfer any Purchase Commitment Shares or NRA Additional Shares held by them until the earlier of (x) the consummation of the Business Combination, (y) the termination of the Business Combination Agreement in accordance with its terms and (z) the termination of the Non-Redemption Agreements in accordance with their terms.

Pursuant to the Non-Redemption Agreements, if the investors meet the foregoing conditions, then, for every Purchase Commitment Share purchased by such investors thereunder, such investors will be entitled to purchase from SEAC 0.0526 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares will be issued by SEAC prior to the SEAC Merger (the "**NRA Additional Shares**").

Critical Accounting Estimates

The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America ("**GAAP**") requires SEAC management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and income and expenses during the period reported. Actual results could materially differ from those estimates. SEAC has identified the following critical accounting policies:

Warrant liability

The Company accounts for the private placement warrants as liabilities at fair value on the consolidated balance sheets. The private placement warrants are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the exercise or expiration of the private placement warrants. At that time, the portion of the warrant liability related

to the private placement warrants will be reclassified to additional paid-in capital. This accounting estimate is subject to uncertainty given there is significant judgment in certain inputs, such as implied volatility and the probability of completing the Business Combination or a different Initial Business Combination. Any changes in the inputs could have a significant impact on the results of operations. For the three months ended March 31, 2024 and 2023, SEAC recognized a gain resulting from a decrease in the fair value of the private placement warrants of $234,666 and $469,333, respectively. These gains are presented as a change in fair value of warrant liability in other income in the accompanying consolidated statements of operations.

PIPE with reduction right liability

The Company accounts for the Initial Subscription Agreements and the Additional Subscription Agreement (together, the "**Subscription Agreements**") as a liability at fair value on the consolidated balance sheets (the "**PIPE with reduction right liability**"). The Subscription Agreements are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the closing of the transactions contemplated by the Subscription Agreements or expiration of the Subscription Agreements. At that time, the PIPE with reduction right liability will be reclassified to additional paid-in capital. This accounting estimate is subject to uncertainty given there is significant judgment in certain inputs, such as the probability of completing the Business Combination. Any changes in the inputs could have a significant impact on the results of operations. For the three months ended March 31, 2024, SEAC recorded a loss resulting from an increase in the fair value of the PIPE with reduction right liability of $1,146,117. This loss is presented as a change in fair value of PIPE with reduction right liability in other income in the accompanying consolidated statement of operations.

Recent Developments

Extension Meeting

On April 9, 2024, SEAC held an extraordinary general meeting of its shareholders (the "**Extension Meeting**"), at which SEAC received approval to amend the SEAC Articles to, among other things, extend the date by which SEAC must consummate an Initial Business Combination from April 10, 2024 to June 15, 2024. In connection with the Extension Meeting, holders of 57,824,777 Public Shares properly exercised their right to redeem such shares for cash at a redemption price of approximately $10.74 per share, representing an aggregate of approximately $620.8 million. After the satisfaction of such redemptions, the balance in the Trust Account was approximately $184.4 million.

Amendment No. 1 to The Business Combination Agreement

On April 11, 2024, the Business Combination Agreement was amended to, among other things: (i) upsize the private investments in public equities ("**PIPE**") from $175,000,000 to $225,000,000; (ii) upsize the amount of aggregate transaction proceeds to be no greater than $409,500,000 and no less than $350,000,000, from the prior requirement of $350,000,000 in aggregate transaction proceeds; and (iii) based on the net cash in the Trust Account following the Extension Meeting, remove the provisions requiring cash to potentially be paid to non-redeeming holders of Public Shares as part of the merger consideration for their SEAC Class A Ordinary Shares, which requirement had been intended to limit dilution of Lions Gate Parent's ownership in the combined company, and instead provide that the holders of Public Shares who do not redeem their SEAC Class A Ordinary Shares at the extraordinary general meeting of SEAC's shareholders to be held to approve the Business Combination will receive only common shares of Pubco ("**Pubco Common Shares**") in exchange for their SEAC Class A Ordinary Shares on a one-for-one basis.

Additional PIPE Subscription Agreement

On April 11, 2024, SEAC, Pubco and Lions Gate Parent entered into an additional Subscription Agreement (the "**Additional Subscription Agreement**"), pursuant to which an additional PIPE Investor agreed to purchase from

Pubco an aggregate of approximately 4,918,839 Pubco Common Shares at a purchase price of $10.165 per share, for an aggregate cash amount of $50,000,000. The Additional Subscription Agreement is in substantially the same form as the Initial Subscription Agreement, expect that it does not provide the reduction right to the investor therein.

Non-Redemption Agreements

On April 24, 2024, SEAC and Pubco entered into share purchase andnon-redemption agreements (the "**Non-Redemption Agreements**") with certain investors, pursuant to which such investors agreed, among other things, to: (i) certify that they had purchased an aggregate of approximately $20 million of Public Shares in the open-market at a price no greater than the Redemption Price (as defined in the SEAC Articles), no later than one business day prior to the mailing date of the registration statement on Form S-4 (the "**Registration Statement**") filed by Pubco with the SEC relating to the Business Combination (such shares, the "**Purchase Commitment Shares**"); (ii) not redeem the Purchase Commitment Shares; (iii) not vote the Purchase Commitment Shares in favor of any of the proposals presented at the SEAC Shareholders' Meeting (as defined herein); and (iv) not transfer any Purchase Commitment Shares or NRA Additional Shares (as defined below) held by them until the earlier of (x) the consummation of the Business Combination, (y) the termination of the Business Combination Agreement in accordance with its terms and (z) the termination of the Non-Redemption Agreements in accordance with their terms.

Pursuant to the Non-Redemption Agreements, if the investors meet the foregoing conditions, then, for every Purchase Commitment Share purchased by such investors thereunder, such investors will be entitled to purchase from SEAC 0.0526 newly issued SEAC Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares will be issued by SEAC prior to the SEAC Merger (the "**NRA Additional Shares**").

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

The following management's discussion and analysis of financial condition and results of operations reflects the combined financial statements of the Studio Business, which were prepared on a "carve-out" basis and derived from Lions Gate Entertainment Corp's consolidated financial statements and accounting records as of December 31, 2023 and does not reflect subsequent events. This discussion should be read together with the combined financial statements and related notes of the Studio Business that are included elsewhere in this prospectus. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. The Studio Business's actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under the section entitled "Risk Factors" or in other parts of this prospectus. Please also see the section entitled "Cautionary Note Regarding Forward-Looking Statements."

Overview

The Studio Business (the "Company," "Studio," "we," "us," or "our") is substantially reflective of Lions Gate Entertainment Corp's ("Lionsgate" or "Lions Gate Parent") Motion Picture and Television Production segments together with a substantial portion of Lionsgate's corporate general and administrative costs. Studio's world-class motion picture and television studio operations bring a unique and varied portfolio of entertainment to consumers around the world.

The Motion Picture segment consists of the development and production of feature films, acquisition of North American and worldwide distribution rights, North American theatrical, home entertainment and television distribution of feature films produced and acquired, and worldwide licensing of distribution rights to feature films produced and acquired. The Television Production segment consists of the development, production and worldwide distribution of television productions including television series, television movies and mini-series, and non-fiction programming. The Motion Picture segment includes the licensing of motion pictures and the Television Production segment includes the licensing of Starz original productions to the STARZ-branded premium global subscription platforms (the "Starz Business"). The Television Production segment also includes the ancillary market distribution of Starz original productions and licensed product. Additionally, the Television Production segment includes the results of operations of 3 Arts Entertainment, a talent management company.

The Studio Business manages and reports its operating results through two reportable business segments, Motion Picture and Television Production, as further discussed below.

Background and Proposed Business Combination

As described in Note 2 to the unaudited interim condensed combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included elsewhere in this prospectus, on December 22, 2023, Lionsgate, SEAC, New SEAC, SEAC MergerCo, 1455941 B.C. Unlimited, LG Sirius Holdings and StudioCo entered into a business combination agreement pursuant to which the Studio Business will be combined with Screaming Eagle through a series of transactions, including an amalgamation of StudioCo and New SEAC under a Canadian plan of arrangement (the "Business Combination"). Upon consummation of the Business Combination, between approximately 85.7% and 87.3% of the total shares of the Studio Business are expected to continue to be held indirectly by Lionsgate, while SEAC Public Shareholders and founders and common equity financing investors are expected to own an aggregate of between approximately 14.3% and 12.7% of the combined company. In addition to establishing the Studio Business as a standalone publicly-traded entity, the transaction is expected to deliver between approximately $350 million and $409,500,000 of gross proceeds to Lionsgate, including $225 million in private investments in public equities ("PIPE") financing.

The Business Combination is expected to be accounted for as a reverse recapitalization in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP"). Under this method of accounting,

SEAC will be treated as the acquired company and the Studio Business will be treated as the acquirer for financial reporting purposes. Accordingly, for accounting purposes, the financial statements of New SEAC will represent a continuation of the financial statements of the Studio Business, with the Business Combination treated as the equivalent of the Studio Business issuing stock for the historical net assets of SEAC, accompanied by a recapitalization. The net assets of SEAC will be stated at fair value, which approximates historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be those of the Studio Business.

As a consequence of the Business Combination, the Studio Business will become the successor to an SEC- registered and Nasdaq-listed company. In connection with the Business Combination, the Studio Business and Lionsgate will enter into a shared-services arrangement and an intercompany debt arrangement, among other agreements. The shared-services arrangement is expected to reflect substantially all of Lionsgate's corporate general and administrative functions and costs remaining with the Studio Business, as further discussed below. The intercompany debt arrangement will provide that the outstanding obligations and debt service requirements (principal and interest payments) of the Studio Business will remain substantially the same as under Lionsgate's Senior Credit Facilities, as described and defined below. In addition, the terms of Lionsgate's interest rate swap arrangements will be transferred to the Studio Business. However, the Studio Business's availability under the Lionsgate revolving credit facility will be $1.1 billion, reduced from Lionsgate's total availability of $1.25 billion, such that a portion of the borrowing capacity is allocated to Lionsgate's Starz entities. The terms of such intercompany debt arrangement are subject to change and may not ultimately be comparable with the Senior Credit Facilities.

Basis of Presentation

This prospectus includes historical audited combined financial statements of the Studio Business, which were prepared on a "carve-out" basis and derived from Lionsgate's consolidated financial statements and accounting records. These combined financial statements reflect the Studio Business's combined historical financial position, results of operations and cash flows as they were historically managed in accordance with U.S. GAAP. The combined financial statements may not be indicative of the Studio Business's future performance and do not necessarily reflect what the financial position, results of operations and cash flows would have been had the Studio Business operated as an independent, publicly traded company during the periods presented.

The Studio Business has historically operated as part of Lionsgate and not as a standalone company. The Studio Business combined financial statements, representing the historical assets, liabilities, operations and cash flows of the combination of the operations making up the worldwide Studio Business, have been derived from the separate historical accounting records maintained by Lionsgate, and are presented on a carve-out basis. These combined financial statements reflect the combined historical results of operations, financial position, comprehensive income (loss) and cash flows of the Studio Business for the periods presented as historically managed within Lionsgate through the use of a management approach in identifying the Studio Business's operations. In using the management approach, considerations over how the business operates were utilized to identify historical operations that should be presented within the carve-out financial statements. This approach was taken due to the historical organizational structure of certain legal entities comprising the Studio Business.

All revenues and costs as well as assets and liabilities directly associated with the business activity of the Studio Business are included in the combined financial statements included elsewhere in this prospectus. Revenues and costs associated with the Studio Business are specifically identifiable in the accounting records maintained by Lionsgate and primarily represent the revenue and costs used for the determination of segment profit of the Motion Picture and Television Production segments of Lionsgate. In addition, the Studio Business costs include an allocation of corporate general and administrative expense (inclusive of share-based compensation) which has been allocated to the Studio Business as further discussed below. Other costs excluded from the Motion Picture and Television Production segment profit but relating to the Studio Business are generally specifically identifiable as costs of the Studio Business in the accounting records of Lionsgate and are included in the accompanying combined financial statements.

Lionsgate utilizes a centralized approach to cash management. Cash generated by the Studio Business is managed by Lionsgate's centralized treasury function and cash is routinely transferred to the Studio Business or the Starz Business to fund operating activities when needed. Cash and cash equivalents of the Studio Business are reflected in the combined balance sheets. Payables to and receivables from Lionsgate, primarily related to the Starz Business, are often settled through movement to the intercompany accounts between Lionsgate, the Starz Business and the Studio Business. Other than certain specific balances related to unsettled payables or receivables, the intercompany balances between the Studio Business and Lionsgate have been accounted for as parent net investment. See Note 20 to the audited combined financial statements and Note 18 to the unaudited interim condensed combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included elsewhere in this prospectus.

The Studio Business is the primary borrower of certain corporate indebtedness (the Revolving Credit Facility, Term Loan A and Term Loan B, together referred to as the "Senior Credit Facilities") of Lionsgate. The Senior Credit Facilities are generally used as a method of financing Lionsgate's operations in totality and are not specifically identifiable to the Studio Business or the Starz Business. It is not practical to determine what the capital structure would have been historically for the Studio Business as a standalone company, however, Lionsgate's Senior Credit Facilities and related interest expense are reflected in the Studio Business's combined financial statements. A portion of Lionsgate's corporate debt, Lionsgate's 5.500% senior notes due April 15, 2029 and related interest expense are not reflected in the Studio Business's combined financial statements, as such Senior Notes were issued by a Starz Business entity. The Studio Business remains a guarantor under the Senior Notes indenture agreement. As described above, it is expected that the intercompany debt arrangement will provide that the outstanding obligations and debt service requirements (principal and interest payments) of the Studio Business will remain substantially the same as under Lionsgate's Senior Credit Facilities. In addition, the terms of Lionsgate's interest rate swap arrangements will be transferred to the Studio Business. However, the Studio Business's availability under the Lionsgate revolving credit facility will be $1.1 billion, reduced from Lionsgate's total availability of $1.25 billion, such that a portion of the borrowing capacity is allocated to Lionsgate's Starz entities. The terms of such intercompany debt arrangement are subject to change and may not ultimately be comparable with the Senior Credit Facilities. See Note 7 to the audited combined financial statements and Note 6 to the unaudited interim condensed combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included elsewhere in this prospectus and the "*Liquidity and Capital Resources"* section further below.

Additional indebtedness directly related to the Studio Business including production loans, borrowings under the Production Tax Credit Facility, IP Credit Facility, and Backlog Facility (each as defined below) and other obligations are reflected in the Studio Business combined financial statements. See Note 8 to the audited combined financial statements and Note 7 to the unaudited interim condensed combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included elsewhere in this prospectus.

Lionsgate's corporate general and administrative functions and costs, which will primarily be retained within the Studio Business through shared services agreements, as described below, have historically provided oversight over both the Starz Business and the Studio Business. These functions and costs include, but are not limited to, salaries and wages for certain executives and other corporate officers related to executive oversight, investor relations costs, costs for the maintenance of corporate facilities, and other common administrative support functions, including corporate accounting, finance and financial reporting, audit and tax costs, corporate and other legal support functions, and certain information technology and human resources expense. Accordingly, the audited combined financial statements and unaudited interim condensed combined financial statements of the Studio Business, included elsewhere in this prospectus, include allocations of certain general and administrative expenses (inclusive of share-based compensation) from Lionsgate related to these corporate and shared service functions historically provided by Lionsgate. These expenses have been allocated to the Studio Business on the basis of direct usage when identifiable, with the remainder allocated on a pro rata basis of consolidated Lionsgate revenue, payroll expense or other measures considered to be a reasonable reflection of the historical utilization levels of these services. Accordingly, the Studio Business financial statements may not

necessarily be indicative of the conditions that would have existed or the results of operations if the Studio Business had been operated as an unaffiliated entity, and may not be indicative of the expenses that the Studio Business will incur in the future. Further, following the Business Combination, a shared-services arrangement will reflect substantially all of Lionsgate's corporate general and administrative function and costs remaining with the Studio Business. See "*Certain Relationships and Related Transactions-StudioCo Relationships and Related Party Transactions-Shared Services Agreement/Overhead Sharing Agreement*."

The Studio Business also pays certain costs on behalf of the Starz Business such as certain rent expense, employee benefits, insurance and other administrative operating costs which are reflected as expenses of the Starz Business. The Starz Business also pays certain costs on behalf of the Studio Business such as legal expenses, software development costs and severance which are reflected as expenses of the Studio Business. The settlement of reimbursable expenses between the Studio Business and the Starz Business have been accounted for as parent net investment. See Note 20 to the audited combined financial statements and Note 18 to the unaudited interim condensed combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included elsewhere in this prospectus.

Management believes the assumptions underlying the combined financial statements, including the assumptions regarding the allocation of general and administrative expenses from Lionsgate to the Studio Business, are reasonable. However, as mentioned above, the allocations may not include all of the actual expenses that would have been incurred by the Studio Business and may not reflect its combined results of operations, financial position and cash flows had it been a standalone company during the periods presented. It is not practicable to estimate actual costs that would have been incurred had the Studio Business been a standalone company and operated as an unaffiliated entity during the periods presented. Actual costs that might have been incurred had the Studio Business been a standalone company would depend on a number of factors, including the organizational structure, what corporate functions the Studio Business might have performed directly or outsourced, and strategic decisions the Studio Business might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions. See "*Components of Results of Operations – Expenses"* below, Note 20 to our audited combined financial statements and Note 18 to our unaudited interim condensed combined financial statements for further detail of the allocations included in the Studio Business combined financial statements included elsewhere in this prospectus.

Components of Results of Operations

Revenues

Our revenues are derived from the Motion Picture and Television Production segments, as described below. As mentioned above, we refer to our Motion Picture and Television Production segments collectively as our Studio Business. Our revenues are derived from the U.S., Canada, the United Kingdom and other foreign countries. None of the non-U.S. countries individually comprised greater than 10% of total revenues for the years ended March 31, 2023, 2022 and 2021 or for the nine months ended December 31, 2023 and 2022.

Motion Picture: Our *Motion Picture* segment includes revenues derived from the following:

- *Theatrical*. Theatrical revenues are derived from the domestic theatrical release of motion pictures licensed to theatrical exhibitors on a picture-by-picture basis (distributed by us directly in the U.S. and through a sub-distributor in Canada). The revenues from Canada are reported net of distribution fees and release expenses of the Canadian sub-distributor. The financial terms that we negotiate with our theatrical exhibitors in the U.S. generally provide that we receive a percentage of the box office results.
- *Home Entertainment.* Home entertainment revenues are derived from the sale or rental of our film productions and acquired or licensed films and certain television programs (including theatrical and direct-to-video releases) on packaged media and through digital media platforms (including pay-per-view and video-on-demand platforms, electronic sell through, and digital rental). In addition,

we have revenue sharing arrangements with certain digital media platforms which generally provide that, in exchange for a nominal or no upfront sales price, we share in the rental or sales revenues generated by the platform on a title-by-title basis.

- *Television*. Television revenues are primarily derived from the licensing of our theatrical productions and acquired films to the linear pay, basic cable and free television markets. In addition, when a license in our traditional pay television window is made to a subscription video-on-demand or other digital platform, the revenues are included here.
- *International*. International revenues are derived from (1) licensing of our productions, acquired films, our catalog product and libraries of acquired titles to international distributors, on a territory-by-territory basis; and (2) the direct distribution of our productions, acquired films, and our catalog product and libraries of acquired titles in the United Kingdom.
- *Other*. Other revenues are derived from, among others, the licensing of our film and television and related content (games, music, location-based entertainment royalties, etc.) to other ancillary markets.

Television Production: Our *Television Production* segment includes revenues derived from the following:

- *Television*. Television revenues are derived from the licensing to domestic markets (linear pay, basic cable, free television and syndication) of scripted and unscripted series, television movies, mini-series and non-fiction programming. Television revenues include fixed fee arrangements as well as arrangements in which we earn advertising revenue from the exploitation of certain content on television networks. Television revenues also include revenue from licenses to subscription-video-on-demand platforms in which the initial license of a television series is to a subscription video-on-demand platform.
- *International*. International revenues are derived from the licensing and syndication to international markets of scripted and unscripted series, television movies, mini-series and non-fiction programming.
- *Home Entertainment*. Home entertainment revenues are derived from the sale or rental of television production movies or series on packaged media and through digital media platforms.
- *Other*. Other revenues are derived from, among others, the licensing of our television programs to other ancillary markets, the sales and licensing of music from the television broadcasts of our productions, and from commissions and executive producer fees earned related to talent management.

Expenses

Our primary operating expenses include direct operating expenses, distribution and marketing expenses and general and administration expenses.

Direct operating expenses include amortization of film and television production or acquisition costs, participation and residual expenses, provision for doubtful accounts, and foreign exchange gains and losses.

Participation costs represent contingent consideration payable based on the performance of the film or television program to parties associated with the film or television program, including producers, writers, directors or actors. Residuals represent amounts payable to various unions or "guilds" such as the Screen Actors Guild - American Federation of Television and Radio Artists, Directors Guild of America, and Writers Guild of America, based on the performance of the film or television program in certain ancillary markets or based on the individual's (i.e., actor, director, writer) salary level in the television market.

Distribution and marketing expenses primarily include the costs of theatrical prints and advertising ("P&A") and premium video-on-demand ("Premium VOD") expense and of DVD/Blu-ray duplication and marketing. Theatrical P&A includes the costs of the theatrical prints delivered to theatrical exhibitors and the advertising and

marketing cost associated with the theatrical release of the picture. Premium VOD expense represents the advertising and marketing cost associated with the Premium VOD release of the picture. DVD/Blu-ray duplication represents the cost of the DVD/Blu-ray product and the manufacturing costs associated with creating the physical products. DVD/Blu-ray marketing costs represent the cost of advertising the product at or near the time of its release or special promotional advertising.

General and administration expenses include salaries and other overhead and include allocations for certain general and administrative expenses from Lionsgate related to certain corporate and shared service functions historically provided by Lionsgate, including, but not limited to, executive oversight, investor relations, accounting, tax, legal, human resources, occupancy, and other shared services. See "*Basis of Presentation"* above, Note 1 and Note 20 to our audited combined financial statements and Note 1 and Note 18 to our unaudited interim condensed combined financial statements for further details on our methodology for allocating these costs. Allocations of expenses from Lionsgate are not necessarily indicative of future expenses and do not necessarily reflect results that would have been achieved by the Studio Business as an independent, publicly traded company for the periods presented. Lionsgate's corporate and shared service function expense and the allocation reflected in the Studio Business's audited combined financial statements and unaudited interim condensed combined financial statements is presented in the table below:

	Nine Months Ended December 31,		Year Ended March 31,		
	2023	**2022**	**2023**	**2022**	**2021**
	(Amounts in millions)				
Lionsgate corporate general and administrative expenses:					
Lionsgate corporate general and administrative expenses, excluding share-based compensation	$ 94.2	$ 69.4	$122.6	$ 97.1	$113.7
Share-based compensation	16.6	24.1	36.3	27.4	24.9
Total Lionsgate corporate general and administrative expenses	$ 110.8	$ 93.5	$158.9	$124.5	$138.6
Allocation to the Studio Business					
General and administrative expenses, excluding allocation of Lionsgate corporate and shared employee share-based compensation expense	$ 76.2	$ 57.7	$100.8	$ 80.0	$ 91.4
Allocation of shared employee share-based compensation expense	12.1	17.0	26.7	19.6	18.0
Total allocation to the Studio Business	$ 88.3	$ 74.7	$127.5	$ 99.6	$109.4

Recurring standalone costs may be higher than historical allocations as the corporate general and administrative functions will remain at the Studio Business following the Business Combination, which may have an impact on profitability and operating cash flows. See "*Basis of Presentation"* above for more information.

Acquisition of eOne

On December 27, 2023, Lionsgate and its subsidiaries, Lions Gate Entertainment Inc., a Delaware corporation ("LGEI"), and Lions Gate International Motion Pictures S.à.r.l., a Luxembourg société à responsabilité limitée ("LGIMP" and, with Lionsgate and LGEI, collectively the "Buyers"), completed the previously announced acquisition of all of the issued and outstanding equity interests of the companies constituting the Entertainment One television and film ("eOne") business from Hasbro, Inc., a Rhode Island corporation ("Hasbro"), pursuant to that certain Equity Purchase Agreement (the "Purchase Agreement") dated August 3, 2023. The aggregate cash purchase price was approximately $375.0 million, subject to certain purchase price adjustments, including for cash, debt, and working capital. Upon closing, the Company paid $331.0 million,

net of cash acquired of $54.1 million, which reflects the purchase price of $375.0 million adjusted for estimated cash, debt, transaction costs and working capital. The preliminary purchase price is subject to further adjustments based on the final determination of the purchase price adjustments. The acquisition of eOne, a film and television production and distribution company, builds the Company's film and television library, strengthens the Company's scripted and unscripted television business, and continues to expand the Company's presence in Canada and the U.K.

The acquisition was accounted for under the acquisition method of accounting, with the financial results of eOne included in the Studio Business's combined results from December 27, 2023. There was no material revenue or net income from eOne for the period from December 27, 2023 through December 31, 2023. The Studio Business incurred approximately $8.8 million of acquisition-related costs that were expensed in restructuring and other during the nine months ended December 31, 2023.

The audited combined financial statements of eOne as of December 25, 2022 and December 26, 2021 and for the fiscal years ended December 25, 2022 and December 26, 2021 and the unaudited condensed combined
financial statements of eOne as of October 1, 2023 and for the nine months ended October 1, 2023 and September 25, 2022 included elsewhere in this prospectus present the results of operations of eOne prior to the Studio Business's acquisition.

eOne revenues for the nine months ended October 1, 2023 was $419.3 million, as compared to $518.2 million for the nine months ended September 25, 2022. The decrease in revenues was driven by lower scripted and unscripted television deliveries, as well as lower film releases and/ or sales in the 2023 period compared to the 2022 period. These decreases were due primarily to the impact of the several months-long worker strikes by the Writers Guild of America and the American actors' union, SAG-AFTRA, which disrupted the number and timing of planned program productions.

See Note 2 to the Studio Business's unaudited interim condensed combined financial statements for further information.

Industry Strikes

On May 1, 2023, the collective bargaining agreement between the Writers Guild of America ("WGA") and the Alliance of Motion Picture and Television Producers ("AMPTP") expired, and on May 2, 2023, the WGA commenced an industry-wide strike. Subsequently, on September 25, 2023, WGA members voted in favor ratifying a new three-year contract, commencing September 25, 2023 and ending May 1, 2026.

On July 12, 2023, the collective bargaining agreement between the Screen Actors Guild - American Federation of Television and Radio Artists ("SAG-AFTRA") and the AMPTP expired, and on July 14, 2023, theSAG-AFTRA commenced an industry-wide strike. Subsequently, on November 9, 2023, the national board of SAG-AFTRA approved an agreement reached on November 8, 2023 betweenSAG-AFTRA and the AMPTP to end the strike, and SAG-AFTRA union members ratified it shortly thereafter.

We paused certain theatrical and television productions as a result of the strikes. Consequently, the timing of certain production payments were delayed until productions resume and may increase the variability in payments for investment in film and television programs in future periods. In addition, the pausing and restarting of productions resulted in incremental costs, delayed the completion and release of some of our content (investment in films and television programs) and may have been the cause of impairments of our investment in film and television programs due to the cancellation of certain television shows.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our accounting policies are more fully described in Note 1 to our audited combined financial statements. As disclosed in Note 1 to our audited combined financial statements, the preparation of our financial statements in

conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts reported in the combined financial statements and accompanying notes. The application of the following accounting policies, which are important to our financial position and results of operations, requires significant judgments and estimates on the part of management. As described more fully below, these estimates bear the risk of change due to the inherent uncertainty of the estimate. In some cases, changes in the accounting estimates are reasonably likely to occur from period to period. Accordingly, actual results could differ materially from our estimates. To the extent that there are material differences between these estimates and actual results, our financial condition or results of operations will be affected. We base our estimates on past experience and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. We believe that the following discussion addresses our most critical accounting policies, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Accounting for Films and Television Programs

Capitalized costs for films or television programs are predominantly monetized individually.

Amortization. Film cost amortization as well as participations and residuals expense are based on management's estimates. Costs of acquiring and producing films and television programs and of acquired libraries are amortized and estimated liabilities for participations and residuals costs are accrued using the individual-film-forecast method, based on the ratio of the current period's revenues to management's estimated remaining total gross revenues to be earned ("ultimate revenue"). Management's judgment is required in estimating ultimate revenue and the costs to be incurred throughout the life of each film or television program.

Management estimates ultimate revenues based on historical experience with similar titles or the title genre, the general public appeal of the cast, audience test results when available, actual performance (when available) at the box office or in markets currently being exploited, and other factors such as the quality and acceptance of motion pictures or programs that our competitors release into the marketplace at or near the same time, critical reviews, general economic conditions and other tangible and intangible factors, many of which we do not control and which may change.

For motion pictures, ultimate revenue includes estimates over a period not to exceed ten years following the date of initial release of the motion picture. The most sensitive factor affecting our estimate of ultimate revenues for a film intended for theatrical release is the film's theatrical performance, as subsequent revenues from the licensing and sale in other markets have historically been highly correlated to its theatrical performance. After a film's release, our estimates of revenue from succeeding markets are revised based on historical relationships and an analysis of current market trends.

For an episodic television series, the period over which ultimate revenues are estimated cannot exceed ten years following the date of delivery of the first episode, or, if still in production, five years from the date of delivery of the most recent episode, if later. The most sensitive factors affecting our estimate of ultimate revenues for a television series is whether the series will be ordered for a subsequent season and estimates of revenue in secondary markets other than the initial license fee, which depend on a number of factors, including, among others, the ratings or viewership the program achieves on the customers' platforms. The initial estimate of ultimate revenue may include estimates of revenues outside of the initial license window (i.e., international, home entertainment and other distribution platforms) and are based on historical experience for similar programs (genre, duration, etc.) based on the estimated number of seasons of the series. Ultimates of revenue beyond the initial license fees are generally higher for programs that have been or are expected to be ordered for multiple seasons. We regularly monitor the performance of each season, and evaluate whether impairment indicators are present (i.e., low ratings, cancellations or the season is not reordered), and based upon our review, we revise our estimates as needed and perform an impairment assessment if impairment indicators are present (see below).

For titles included in acquired libraries, ultimate revenue includes estimates over a period not to exceed twenty years following the date of acquisition.

Due to the inherent uncertainties involved in making such estimates of ultimate revenues and expenses, these estimates have differed in the past from actual results and are likely to differ to some extent in the future from actual results. In addition, in the normal course of our business, some films and titles are more successful or less successful than anticipated. Management regularly reviews and revises when necessary its ultimate revenue and cost estimates, which may result in a change in the rate of amortization of film costs and participations and residuals and/or a write-down of all or a portion of the unamortized costs of the film or television program to its estimated fair value (see below).

An increase in the estimate of ultimate revenue will generally result in a lower amortization rate and, therefore, less film and television program amortization expense, while a decrease in the estimate of ultimate revenue will generally result in a higher amortization rate and, therefore, higher film and television program amortization expense, and also periodically results in an impairment requiring a write-down of the film cost to the title's fair value. These write-downs are included in amortization expense within direct operating expenses in our combined statements of operations. See further discussion below under *Impairment Assessment*.

Impairment Assessment. An individual film or television program is evaluated for impairment when events or changes in circumstances indicate that the fair value of an individual film is less than its unamortized cost. If the result of the impairment test indicates that the carrying value exceeds the estimated fair value, an impairment charge will then be recorded for the amount of the difference.

Estimate of Fair Value. The fair value is determined based on a discounted cash flow analysis of the cash flows directly attributable to the title. For motion pictures intended for theatrical release, the discounted cash flow analysis used in the impairment evaluation prior to theatrical release is subjective and the key inputs include estimates of future anticipated revenues, estimates of box office performance, which may differ from future actual results. These estimates are based in part on the historical performance of similar films, test audience results when available, information regarding competing film releases, and critic reviews. As disclosed in Note 3 to the audited combined financial statements, the unamortized balance related to completed and not released and in progress theatrical films was $561.5 million at March 31, 2023. For television programs, the discounted cash flow analysis used in the impairment evaluation includes key inputs such as estimates of future anticipated revenue, as discussed above. See further discussion of *Valuation Assumptions* below.

Valuation Assumptions. The discounted cash flow analysis includes cash flows estimates of ultimate revenue and costs as well as a discount rate (a Level 3 fair value measurement, see Note 10 to our audited combined financial statements and Note 8 to our unaudited interim condensed combined financial statements). The discount rate utilized in the discounted cash flow analysis is based on the weighted average cost of capital of the Company plus a risk premium representing the risk associated with producing a particular film or television program or film group. Estimates of future revenue involve measurement uncertainty and it is therefore possible that reductions in the carrying value of investment in films and television programs may be required as a consequence of changes in management's future revenue estimates.

Revenue Recognition. Our Motion Picture and Television Production segments generate revenue principally from the licensing of content in domestic theatrical exhibition, home entertainment (e.g., digital media and packaged media), television, and international market places.

Our content licensing arrangements include fixed fee and minimum guarantee arrangements, and sales or usage based royalties. Our fixed fee or minimum guarantee licensing arrangements in the television, digital media and international markets may, in some cases, include multiple titles, multiple license periods (windows) with a substantive period in between the windows, rights to exploitation in different media, or rights to

exploitation in multiple territories, which may be considered distinct performance obligations. When these performance obligations are considered distinct, the fixed fee or minimum guarantee in the arrangement is allocated to the title, window, media right or territory as applicable, based on estimates of relative standalone selling prices. The amounts related to each performance obligation (i.e., title, window, media or territory) are recognized when the content has been delivered, and the window for the exploitation right in that territory has begun, which is the point in time at which the customer is able to begin to use and benefit from the content.

Sales or usage based royalties represent amounts due to us based on the “sale” or “usage” of our content by the customer, and revenues are recognized at the later of when the subsequent sale or usage occurs, or the performance obligation to which some or all the sales or usage-based royalty has been allocated has been satisfied (or partially satisfied). Generally, when we license completed content (with standalone functionality, such as a movie, or television show), our performance obligation will be satisfied prior to the sale or usage. When we license intellectual property that does not have stand-alone functionality (e.g., brands, themes, logos, etc.), our performance obligation is generally satisfied in the same period as the sale or usage. The actual amounts due to us under these arrangements are generally not reported to us until after the close of the reporting period. We record revenue under these arrangements for the amounts due and not yet reported to us based on estimates of the sales or usage of these customers and pursuant to the terms of the contracts. Such estimates are based on information from our customers, historical experience with similar titles in that market or territory, the performance of the title in other markets and/or available data in the industry. While we believe these estimates are reasonable estimates of the amounts due under these arrangements, such estimated amounts could differ from the actual amounts to be subsequently reported by the customer, which could be higher or lower than our estimates, and could result in an adjustment to revenues in future periods.

Revenue from the theatrical release of feature films are treated as sales or usage-based royalties and recognized starting at the exhibition date and based on our participation in box office receipts of the theatrical exhibitor.

Digital media revenue sharing arrangements are recognized as sales or usage based royalties.

Revenue from the sale of physical discs (DVDs,Blu-ray or 4K Ultra HD), referred to as “Packaged Media”, in the retail market, net of an allowance for estimated returns and other allowances, is recognized on the later of receipt by the customer or “street date” (when it is available for sale by the customer).

Revenue from commissions are recognized as such services are provided.

Goodwill. At December 31, 2023 and March 31, 2023 and 2022, the carrying value of goodwill was $801.4 million, $795.6 million and $795.6 million, respectively. Goodwill is allocated to our reporting units, which are our operating segments or one level below our operating segments (component level). Reporting units are determined by the discrete financial information available for the component and whether that information is regularly reviewed by segment management. Components are aggregated into a single reporting unit if they share similar economic characteristics. Our reporting units for purposes of goodwill impairment testing, along with their respective goodwill balances at December 31, 2023 and March 31, 2023 and 2022, were Motion Picture (goodwill of $395 million, $394 million and $394 million, respectively), and our Television (goodwill of $314 million, $309 million and $309 million, respectively) and Talent Management (goodwill of $93 million) businesses, both of which are part of our Television Production segment.

Goodwill is not amortized but is reviewed for impairment each fiscal year or between the annual tests if an event occurs or circumstances change that indicates it is more-likely-than-not that the fair value of a reporting unit is less than its carrying value. We perform our annual impairment test as of January 1 in each fiscal year. A goodwill impairment loss would be recognized for the amount that the carrying amount of a reporting unit, including goodwill, exceeds its fair value. An entity may perform a qualitative assessment of the likelihood of the

existence of a goodwill impairment. The qualitative assessment is an evaluation, based on all identified events and circumstances which impact the fair value of the reporting unit of whether or not it is more-likely-than-not that the fair value is less than the carrying value of the reporting unit. If we believe that as a result of our qualitative assessment it is more likely than not that the fair value of a reporting unit is greater than its carrying amount, a quantitative impairment test is not required but may be performed at the option of the Company. A quantitative assessment requires determining the fair value of our reporting units. The determination of fair value requires considerable judgment and requires assumptions and estimates of many factors, including revenue and market growth, operating margins and cash flows, market multiples and discount rates.

In performing a quantitative assessment of goodwill, we determine the fair value of our reporting units by using a combination of discounted cash flow ("DCF") analyses and market-based valuation methodologies. The models rely on significant judgments and assumptions surrounding general market and economic conditions, short-term and long-term growth rates, discount rates, income tax rates, and detailed management forecasts of future cash flow and operating margin projections, and other assumptions, all of which are based on our internal forecasts of future performance as well as historical trends. The market-based valuation method utilizes EBITDA multiples from guideline public companies operating in similar industries and a control premium. The results of these valuation methodologies are weighted as to their relative importance and a single fair value is determined. Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the annual or interim goodwill impairment tests will prove to be an accurate prediction of the future.

Goodwill Impairment Assessments:

For our annual goodwill impairment test for fiscal 2022, due to overall macroeconomic conditions, including the uncertainty of the longer-term economic impacts of the COVID-19 global pandemic, we performed a quantitative impairment assessment for all of our reporting units as of January 1, 2022. Based on our annual quantitative impairment assessment for fiscal 2022, the Company determined that the fair value of each of our reporting units exceeded the related carrying value.

In fiscal 2023, during the second quarter ended September 30, 2022, due to continued adverse macro and microeconomic conditions, including the competitive environment, continued inflationary trends, recessionary economies worldwide, a decline in market valuations for companies in the media and entertainment industry, as well as potential capital market transactions, we updated our quantitative impairment assessment for all of our reporting units as of September 30, 2022 based on the most recent data and expected growth trends. The DCF analysis components of the fair value estimates were determined primarily by discounting estimated future cash flows, which included weighted average perpetual nominal growth rates ranging from 1.5% to 3.5%, at a weighted average cost of capital (discount rate) ranging from 11.0% to 13.0%, which considered the risk of achieving the projected cash flows, including the risk applicable to the reporting unit, industry and market as a whole. Based on the September 30, 2022 quantitative impairment assessment, the Company determined that the fair value of its reporting units exceeded the carrying values for all of its reporting units.

For our annual goodwill impairment test for fiscal 2023, we performed a qualitative goodwill impairment assessment for all of our reporting units. Our qualitative assessment considered the recent performance of our reporting units and updated forecasts of performance and cash flows, as well as the continuing micro and macroeconomic environment, and industry considerations, and determined that since the quantitative assessment performed in the quarter ended September 30, 2022, there were no events or circumstances that rise to a level that would more-likely-than-not reduce the fair value of those reporting units below their carrying values; therefore, a quantitative goodwill impairment analysis was not required.

During the nine months ended December 31, 2023, we performed a qualitative goodwill impairment assessment for all our reporting units. Our qualitative assessment considered the recent performance of our

reporting units, updated forecasts of future performance and cash flows of our reporting units, as well as the current micro and macroeconomic environments in relation to the current and expected performance of our reporting units, and industry considerations, and determined that since the quantitative assessment performed in the quarter ended September 30, 2022 and our qualitative assessment performed for fiscal 2023, there were no events or circumstances that rise to a level that would more-likely-than-not reduce the fair value of our reporting units below their carrying values; therefore, a quantitative goodwill impairment analysis was not required.

Management will continue to monitor all of its reporting units for further changes in the business environment that could impact the recoverability in future periods. The recoverability of goodwill is dependent upon the continued growth of revenue and cash flows from our business activities. Examples of events or circumstances that could result in changes to the underlying key assumptions and judgments used in our goodwill impairment tests, and ultimately impact the estimated fair value of our reporting units may include the global economy; consumer consumption levels of our content; adverse macroeconomic conditions related to higher inflation and interest rates and currency rate fluctuations, and the impact on the global economy from wars, terrorism and multiple international conflicts, and past and future bank failures; volatility in the equity and debt markets which could result in higher weighted-average cost of capital; capital market transactions; the duration and potential impact of strikes of unions which we rely on, on our ability to produce, acquire and distribute our content; the commercial success of our television programming and motion pictures; our continual contractual relationships with our customers; and changes in consumer behavior. If our assumptions are not realized, it is possible that additional impairment charges may need to be recorded in the future.

Corporate expense allocation. Lionsgate's corporate general and administrative functions and costs have historically provided oversight over both the Starz Business and the Studio Business. These functions and costs include, but are not limited to, salaries and wages for certain executives and other corporate officers related to executive oversight, investor relations costs, costs for the maintenance of corporate facilities, and other common administrative support functions, including corporate accounting, finance and financial reporting, audit and tax costs, corporate and other legal support functions, and certain information technology and human resources. Accordingly, the audited combined financial statements of the Studio Business include allocations of certain general and administrative expenses (inclusive of share-based compensation) from Lionsgate of $127.5 million, $99.6 million and $109.4 million for the years ended March 31, 2023, 2022 and 2021, respectively, related to these corporate and shared service functions historically provided by Lionsgate.

The allocation of costs to the Studio Business are subjective and requires considerable judgment. The allocations of general and administrative expenses to the Studio Business are on the basis of direct usage when identifiable, with the remainder allocated on a pro rata basis of consolidated Lionsgate revenue, payroll expense or other measures management considered to be a reasonable reflection of the estimated historical utilization levels of these services. Such allocations represent approximately 80.2%, 80.0%, and 78.9% for the years ended March 31, 2023, 2022 and 2021, respectively, of total Lionsgate corporate general and administrative expense. See *Components of Results of Operations – Expenses* above for further information.

Accordingly, the Studio Business combined financial statements may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated entity, and may not be indicative of the expenses that the Company will incur in the future. An increase or decrease in the expenses allocated to the Company or a change in the methodology of allocation of expenses could result in higher or lower general and administrative expense.

Income Taxes. For purposes of our combined financial statements, income taxes have been calculated as if we filed income tax returns on a standalone basis reflecting the income tax treatment of transactions and balances included within the managed basis combined financial statements of the Studio Business. Our U.S. operations and certain of our non-U.S. operations historically have been included in the income tax returns of Lionsgate or its subsidiaries that may not be part of the Company. We believe the assumptions supporting our allocation and

presentation of income taxes on a separate return basis are reasonable. However, our tax results, as presented in the combined financial statements, may not be reflective of the results that we expect to generate in the future. However, as discussed in Note 1 to the audited combined financial statements of the Studio Business, the combined financial statements are presented on a managed basis rather than a legal entity basis, with certain deductions and other items that are included in the consolidated financial statements of Lionsgate, but not included in the combined financial statements of the Studio Business. Accordingly, the income tax provision and deferred taxes, including tax attributes, are expected to differ following the Business Combination.

For carve-out financial statement purposes, we determined our tax provision and deferred taxes on a separate return basis utilizing the same managed basis approach as the combined Studio Business financial statements as mentioned above, and accordingly recorded deferred tax assets related to net operating loss carryforwards and certain temporary differences, net of applicable reserves in each jurisdiction. We recognize a future tax benefit to the extent that realization of such benefit is more likely than not on a jurisdiction-by-jurisdiction basis; otherwise, a valuation allowance is applied. In order to realize the benefit of our deferred tax assets, we will need to generate sufficient taxable income in the future in each of the jurisdictions which have these deferred tax assets. However, the assessment as to whether there will be sufficient taxable income in a jurisdiction to realize our net deferred tax assets in that jurisdiction is an estimate which could change in the future depending primarily upon the actual performance of our Company. As of March 31, 2023, we have a valuation allowance of $152.2 million against certain U.S. and foreign deferred tax assets that may not be realized on a more likely than not basis.

Our quarterly income tax provision and our corresponding annual effective tax rate are based on expected income, statutory tax rates and tax planning opportunities available in the various jurisdictions in which we operate. For interim financial reporting, we estimate the annual effective tax rate based on projected taxable income for the full year and record a quarterly tax provision in accordance with the expected annual effective tax rate, plus or minus the tax effects of items that relate discretely to the period, if any. As the year progresses, we refine the estimates of the year's taxable income as new information becomes available, including year-to-date financial results. This continual estimation process often results in a change to our expected annual effective tax rate for the year. When this occurs, we adjust our income tax provision during the quarter in which the change in estimate occurs so that the year-to-date income tax provision reflects the expected annual effective tax rate. Significant judgment is required in determining our expected annual effective tax rate and in evaluating our tax positions.

Our effective tax rates differ from the federal statutory rate and are affected by many factors, including the overall level of pre-tax income (loss), the mix of our pre-tax income (loss) generated across the various jurisdictions in which we operate, any changes in tax laws and regulations in those jurisdictions, changes in uncertain tax positions, changes in valuation allowances against our deferred tax assets, tax planning strategies available to us and other discrete items.

Recent Accounting Pronouncements

See Note 1 to our audited combined financial statements and our unaudited interim condensed combined financial statements for a discussion of recent accounting guidance.

RESULTS OF OPERATIONS

Nine Months Ended December 31, 2023 Compared to Nine Months Ended December 31, 2022

The following table sets forth our combined results of operations for the nine months ended December 31, 2023 and 2022.

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Revenues				
Studio Business				
Motion Picture	$1,245.6	$ 791.6	$ 454.0	57.4%
Television Production	860.7	1,468.6	(607.9)	(41.4)%
Total revenues	2,106.3	2,260.2	(153.9)	(6.8)%
Expenses:				
Direct operating	1,306.0	1,687.9	(381.9)	(22.6)%
Distribution and marketing	346.0	189.0	157.0	83.1%
General and administration	261.6	242.4	19.2	7.9%
Depreciation and amortization	11.1	13.2	(2.1)	(15.9)%
Restructuring and other	61.5	20.6	40.9	198.5%
Total expenses	1,986.2	2,153.1	(166.9)	(7.8)%
Operating income	120.1	107.1	13.0	12.1%
Interest expense	(157.1)	(117.8)	(39.3)	33.4%
Interest and other income	6.9	4.9	2.0	40.8%
Other expense	(14.3)	(17.2)	2.9	(16.9)%
Loss on extinguishment of debt	—	(1.3)	1.3	n/a
Gain on investments, net	2.7	42.1	(39.4)	(93.6)%
Equity interests income	5.7	0.8	4.9	612.5%
Income (loss) before income taxes	(36.0)	18.6	(54.6)	(293.5)%
Income tax provision	(16.7)	(5.2)	(11.5)	221.2%
Net income (loss)	(52.7)	13.4	(66.1)	(493.3)%
Less: Net loss attributable to noncontrolling interests	6.2	7.3	(1.1)	(15.1)%
Net income (loss) attributable to Parent	$ (46.5)	$ 20.7	$ (67.2)	(324.6)%

Revenues. Combined revenues decreased $153.9 million in the nine months ended December 31, 2023 reflecting decreased revenue from the Television Production segment, partially offset by increased revenue from the Motion Picture segment.

Motion Picture revenue increased $454.0 million in the current period due primarily to higher theatrical and international revenue associated with the release of *The Hunger Games: The Ballad of Songbirds & Snakes*, and higher digital media home entertainment revenue, television and other revenue. Motion Picture revenue included $113.7 million of revenue from licensing Motion Picture segment product to the Starz Business, representing an increase of $83.7 million from the nine months ended December 31, 2022.

Television Production revenue decreased $607.9 million due to decreased domestic and international television revenue from lower revenues from the licensing of Starz original series to the Starz Business, and lower third-party domestic television revenue, digital media home entertainment and other revenue. Television Production revenue included $308.4 million of revenue from licensing Television Production segment product to the Starz Business, representing a decrease of $310.2 million from the nine months ended December 31, 2022.

See further discussion in the Segment Results of Operations andNon-GAAP Measures section below.

Direct Operating Expenses. Direct operating expenses by segment and outside our segments were as follows for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,				Change	
	2023		2022			
	Amount	% of Segment Revenues	Amount	% of Segment Revenues	Amount	Percent
	(Amounts in millions)					
Direct operating expenses						
Motion Picture	$ 603.6	48.5%	$ 379.6	48.0%	$ 224.0	59.0%
Television Production	701.8	81.5%	1,306.1	88.9%	(604.3)	(46.3)%
COVID-19 related charges (benefit)	(0.5)	nm	(6.2)	nm	5.7	(91.9)%
Other	1.1	nm	8.4	nm	(7.3)	(86.9)%
	$1,306.0	62.0%	$1,687.9	74.7%	$(381.9)	(22.6)%

nm - Percentage not meaningful.

Direct operating expenses decreased in the nine months ended December 31, 2023 due to lower direct operating expenses of the Television Production segment due to lower revenues from Television Production, partially offset by higher direct operating expenses of the Motion Picture segment due to higher revenues. See further discussion in the Segment Results of Operations section below.

COVID-19 Related Charges (Benefit). We incurred certain incremental costs associated with theCOVID-19 global pandemic. In the nine months ended December 31, 2023, direct operating expense included a benefit of $0.5 million, net of insurance recoveries of $0.6 million (nine months ended December 31, 2022—benefit of $6.2 million, net of insurance recoveries of $6.9 million).

Other. In the nine months ended December 31, 2023, other direct operating expenses includes certain other development costs written off. In the nine months ended December 31, 2022, other direct operating expenses includes approximately $7.2 million in development costs written off in connection with certain management changes and changes in the theatrical marketplace in the Motion Picture segment, as a result of changes in strategy across its theatrical slate and other development costs written off. Other direct operating expense in the nine months ended December 31, 2022 also includes the amortization of the non-cash fair value adjustments on film and television assets associated with the application of purchase accounting related to recent acquisitions.

Distribution and Marketing Expenses. Distribution and marketing expenses by segment were as follows for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Distribution and marketing expenses				
Motion Picture	$321.7	$163.1	$ 158.6	97.2%
Television Production	24.3	25.9	(1.6)	(6.2)%
	$346.0	$189.0	$ 157.0	83.1%
U.S. theatrical P&A and Premium VOD expense included in Motion Picture distribution and marketing expense	$204.0	$ 77.0	$ 127.0	164.9%

Distribution and marketing expenses increased in the nine months ended December 31, 2023, due to greater Motion Picture theatrical P&A and Premium VOD expense associated with the theatrical slate releases in the current period. See further discussion in the Segment Results of Operations section below.

General and Administrative Expenses. General and administrative expenses by segment and outside our segments were as follows for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,				Change	
	2023	**% of Revenues**	**2022**	**% of Revenues**	**Amount**	**Percent**
			(Amounts in millions)			
General and administrative expenses						
Motion Picture	$ 83.2		$ 66.2		$ 17.0	25.7%
Television Production	40.5		32.0		8.5	26.6%
Corporate allocations from Lionsgate, excluding allocation of share-based compensation expense	76.2		57.7		18.5	32.1%
Share-based compensation expense	46.3		40.1		6.2	15.5%
Purchase accounting and related adjustments	15.4		46.4		(31.0)	(66.8)%
Total general and administrative expenses	$261.6	12.4%	$242.4	10.7%	$ 19.2	7.9%

General and administrative expenses increased in the nine months ended December 31, 2023, resulting from increased corporate allocations from Lionsgate, Motion Picture, Television Production and share-based compensation expense general and administrative expenses, partially offset by lower purchase accounting and related adjustments. See further discussion in the Segment Results of Operations section below.

As discussed in *Components of Results of Operations*, for purposes of preparing the combined financial statements on acarve-out basis, the Company has been allocated a portion of Lionsgate's total corporate expenses which are included in general and administrative expenses. Corporate general and administrative expenses increased $18.5 million, or 32.1%, primarily due to an increase in incentive based compensation. Allocations of expenses from Lionsgate are not necessarily indicative of future expenses and do not necessarily reflect results that would have been achieved as an independent, publicly traded company for the periods presented.

Certain of our employees participate in the share-based compensation plans sponsored by Lionsgate. Lionsgate share-based compensation awards granted to employees of the Company are reflected in parent net investment within the combined statements of equity (deficit) at the time they are expensed in the combined statements of operations. The combined statements of operations also include an allocation of Lionsgate corporate and shared employee share-based compensation expenses. The increase in share-based compensation expense included in general and administrative expense in the nine months ended December 31, 2023, as compared to the nine months ended December 31, 2022 is primarily due to lower fair values in the prior year's period associated with performance-based stock option and other equity awards that are revalued at each

reporting period until the stock option or equity award vests and the applicable performance goals are achieved. The following table presents share-based compensation expense by financial statement line item:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Share-based compensation is comprised of:		
Studio employee share-based compensation expense	$ 34.2	$ 23.1
Allocation of Lionsgate corporate and shared employee share-based compensation expense	12.1	17.0
Total share-based compensation expense included in general and administrative expense	46.3	40.1
Restructuring and other[1]	7.3	2.1
Total share-based compensation expense	$ 53.6	$ 42.2

(1) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements.

Purchase accounting and related adjustments include thenon-cash charge for the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense. The noncontrolling equity interest in the distributable earnings of 3 Arts Entertainment are reflected as an expense rather than noncontrolling interest in the combined statement of operations due to the relationship to continued employment. Purchase accounting and related adjustments decreased $31.0 million, or 66.8%, primarily due to lower noncontrolling interest discount amortization of $13.3 million and lower expense of $13.3 million associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment.

Depreciation and Amortization Expense. Depreciation and amortization of $11.1 million for the nine months ended December 31, 2023 was comparable to $13.2 million in the nine months ended December 31, 2022.

Restructuring and Other. Restructuring and other increased $40.9 million in the nine months ended December 31, 2023 as compared to the nine months ended December 31, 2022, and includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. Restructuring and other costs were as follows for the nine months ended December 31, 2023 and 2022 (see Note 13 to our unaudited condensed combined financial statements):

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Restructuring and other:				
Other impairments[1]	$ —	$ 5.9	$ (5.9)	(100.0)%
Severance[2]				
Cash	24.3	9.2	15.1	164.1%
Accelerated vesting on equity awards (see Note 11 to our unaudited condensed combined financial statements)	7.3	2.1	5.2	247.6%
Total severance costs	31.6	11.3	20.3	179.6%
COVID-19 related charges	—	0.1	(0.1)	(100.0)%
Transaction and other costs[3]	29.9	3.3	26.6	nm
	$61.5	$20.6	$40.9	198.5%

nm - Percentage not meaningful.

(1) Amounts in the nine months ended December 31, 2022 include impairment of an operating leaseright-of-use asset related to the Studio business and corporate facilities associated with a portion of a facility lease that will no longer be utilized by the Company. The impairment reflects a decline in market conditions since the inception of the lease impacting potential sublease opportunities, and represents the difference between the estimated fair value, which was determined based on the expected discounted future cash flows of the lease asset, and the carrying value.

(2) Severance costs were primarily related to restructuring activities and other cost-saving initiatives. In the nine months ended December 31, 2023, amounts were due to restructuring activities including integration of the acquisition of eOne, and our Motion Picture and Television Production segments.

(3) Transaction and other costs in the nine months ended December 31, 2023 includes approximately $16.6 million of a loss associated with a theft at a production of a 51% owned consolidated entity. The Company expects to recover a portion of this amount under its insurance coverage and from the noncontrolling interest holders of this entity. In addition, amounts in the nine months ended December 31, 2023 and 2022 reflect transaction, integration and legal costs associated with certain strategic transactions, and restructuring activities and also include costs and benefits associated with certain legal matters.

Interest Expense. Interest expense of $157.1 million in the nine months ended December 31, 2023 increased $39.3 million from the nine months ended December 31, 2022 due to higher average interest rates and balances on variable rate corporate debt and film related obligations, partially offset by a larger benefit from the interest rate swaps. The following table sets forth the components of interest expense for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Interest Expense		
Cash Based:		
Revolving credit facility	$ 24.3	$ 10.2
Term loans	67.4	41.9
Other[1]	45.7	48.7
	137.4	100.8
Amortization of financing costs and other non-cash interest[2]	19.7	17.0
Total interest expense	$ 157.1	$ 117.8

(1) Other interest expense includes payments associated with certain film related obligations (Production Tax Credit Facility, IP Credit Facility, and Backlog Facility and other, see Note 7 to our unaudited condensed combined financial statements), and payments and receipts associated with the Company's interest rate swaps (see Note 16 to our unaudited condensed combined financial statements).

(2) Amounts include the amortization of unrealized losses in accumulated other comprehensive income (loss) related to de-designated interest rate swaps which are being amortized to interest expense.

Interest and Other Income. Interest and other income of $6.9 million for the nine months ended December 31, 2023 was comparable to interest and other income of $4.9 million for the nine months ended December 31, 2022.

Other Expense. Other expense of $14.3 million for the nine months ended December 31, 2023 was comparable to other expense of $17.2 million for the nine months ended December 31, 2022, and represented the loss recorded related to our monetization of accounts receivable programs (see Note 17 to our unaudited condensed combined financial statements).

Loss on Extinguishment of Debt. In the nine months ended December 31, 2023, there was no loss on extinguishment of debt.

In the nine months ended December 31, 2022, the loss on extinguishment of debt of $1.3 million represented a loss for the write-off of debt issuance costs associated with the voluntary prepayment of the entire outstanding amount of Term Loan A due March 22, 2023. See Note 6 to our unaudited condensed combined financial statements.

Gain on Investments, net. Gain on investments, net, was $2.7 million for the nine months ended December 31, 2023, as compared to $42.1 million for the nine months ended December 31, 2022 which primarily represents a gain associated with the sale of a portion of our ownership interest in STARZPLAY Arabia.

Equity Interests Income. Equity interests income of $5.7 million in the nine months ended December 31, 2023 compared to equity interests income of $0.8 million in the nine months ended December 31, 2022. The increase is due to a gain in the current period related to the sale of an equity method investee.

***Income Tax Provision*.** On a standalone entity basis for purposes of these carve-out financial statements, we had an income tax provision of $16.7 million in the nine months ended December 31, 2023, compared to an income tax provision of $5.2 million in the nine months ended December 31, 2022. Our income tax provision differs from the federal statutory rate multiplied by pre-tax income (loss) due to the mix of our pre-tax income (loss) generated across the various jurisdictions in which we operate, changes in the valuation allowance against our deferred tax assets, and certain minimum taxes and foreign withholding taxes. Our income tax provision for the nine months ended December 31, 2023 and 2022 was also impacted by charges for interest on uncertain tax benefits. We acquired all of the issued and outstanding equity interests of eOne on December 27, 2023 and are evaluating the tax impact on the preliminary purchase price allocation (see Note 2 to our unaudited condensed combined financial statements).

Net Income (Loss) Attributable to Parent. Net loss attributable to Parent for the nine months ended December 31, 2023 was $46.5 million. This compares to net income attributable to Parent for the nine months ended December 31, 2022 of $20.7 million.

Segment Results of Operations and Non-GAAP Measures

The Company's primary measure of segment performance is segment profit. Segment profit is defined as segment revenues, less segment direct operating and segment distribution and marketing expense, less segment general and administration expenses. Total segment profit represents the sum of segment profit for our individual segments, net of eliminations for intersegment transactions. Segment profit and total segment profit excludes, when applicable, corporate general and administrative expense, restructuring and other costs, share-based compensation, certain programming and content charges as a result of changes in management and/or programming and content strategy, certain charges related to the COVID-19 global pandemic, charges resulting from Russia's invasion of Ukraine, and purchase accounting and related adjustments. Segment profit is a GAAP financial measure and is disclosed in Note 14 to our unaudited condensed combined financial statements.

We also present below our total segment profit for all of our segments. Total segment profit, when presented outside of the segment information and reconciliations included in Note 14 to our unaudited condensed combined financial statements, is considered a non-GAAP financial measure, and should be considered in addition to, not as a substitute for, or superior to, measures of financial performance prepared in accordance with U.S. GAAP. We use this non-GAAP measure, among other measures, to evaluate the aggregate operating performance of our business.

The Company believes the presentation of total segment profit is relevant and useful for investors because it allows investors to view total segment performance in a manner similar to the primary method used by the Company's management and enables them to understand the fundamental performance of the Company's businesses before non-operating items. Total segment profit is considered an important measure of the Company's performance because it reflects the aggregate profit contribution from the Company's segments and represents a measure, consistent with our segment profit, that eliminates amounts that, in management's opinion, do not necessarily reflect the fundamental performance of the Company's businesses, are infrequent in occurrence, and in some cases are non-cash expenses. Not all companies calculate segment profit or total segment profit in the same manner, and segment profit and total segment profit as defined by the Company may not be comparable to similarly titled measures presented by other companies due to differences in the methods of calculation and excluded items.

The following table reconciles the GAAP measure, operating income, to the non-GAAP measure, total segment profit, for the nine months ended December 31, 2023 and 2022. In addition, each of segment direct operating expense, distribution and marketing expense and general and administrative expense is reconciled to the respective line items presented in the GAAP-based statement of operations in the preceding section of the Management's Discussion and Analysis of Financial Condition and Results of Operations which discusses combined results of operations.

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Operating income	$ 120.1	$ 107.1	$ 13.0	12.1%
Corporate general and administrative expense allocations from Lionsgate, excluding allocation of share-based compensation expense	76.2	57.7	18.5	32.1%
Adjusted depreciation and amortization	7.1	8.9	(1.8)	(20.2)%
Restructuring and other	61.5	20.6	40.9	198.5%
COVID-19 related charges (benefit)	(0.5)	(6.2)	5.7	(91.9)%
Content charges	1.1	7.7	(6.6)	(85.7)%
Adjusted share-based compensation expense	46.3	40.1	6.2	15.5%
Purchase accounting and related adjustments	19.4	51.4	(32.0)	(62.3)%
Total segment profit	$ 331.2	$ 287.3	$ 43.9	15.3%

See Note 14 to our unaudited condensed combined financial statements for further information on the reconciling line items above, and for reconciliations of depreciation and amortization and share-based compensation expense as presented on our unaudited condensed combined statements of operations to adjusted depreciation and amortization and adjusted share-based compensation expense, respectively, as presented in the line items above.

The table below sets forth the revenues and segment profit by segment:

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Revenue				
Motion Picture	$1,245.6	$ 791.6	$ 454.0	57.4%
Television Production	860.7	1,468.6	(607.9)	(41.4)%
	$2,106.3	$2,260.2	$(153.9)	(6.8)%
Segment Profit				
Motion Picture	$ 237.1	$ 182.7	$ 54.4	29.8%
Television Production	94.1	104.6	(10.5)	(10.0)%
	$ 331.2	$ 287.3	$ 43.9	15.3%

See the following discussion for further detail of our individual segments.

Motion Picture

The table below sets forth Motion Picture gross contribution and segment profit for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Motion Picture Segment:				
Revenue	$1,245.6	$791.6	$ 454.0	57.4%
Expenses:				
Direct operating expense	603.6	379.6	224.0	59.0%
Distribution & marketing expense	321.7	163.1	158.6	97.2%
Gross contribution	320.3	248.9	71.4	28.7%
General and administrative expenses	83.2	66.2	17.0	25.7%
Segment profit	$ 237.1	$182.7	$ 54.4	29.8%
U.S. theatrical P&A and Premium VOD expense included in distribution and marketing expense	$ 204.0	$ 77.0	$ 127.0	164.9%
Direct operating expense as a percentage of revenue	48.5%	48.0%		
Gross contribution as a percentage of revenue	25.7%	31.4%		

Revenue. The table below sets forth Motion Picture revenue by media and product category for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,						
	2023			2022			
	Lionsgate Original Releases[1]	Other Film[2]	Total	Lionsgate Original Releases[1]	Other Film[2]	Total	Total Increase (Decrease)
	(Amounts in millions)						
Motion Picture Revenue							
Theatrical	$ 191.0	$ 3.2	$ 194.2	$ 24.0	$ 4.6	$ 28.6	$ 165.6
Home Entertainment							
Digital Media	359.1	136.2	495.3	255.7	122.8	378.5	116.8
Packaged Media	43.9	19.1	63.0	27.2	28.1	55.3	7.7
Total Home Entertainment	403.0	155.3	558.3	282.9	150.9	433.8	124.5
Television	193.9	20.6	214.5	116.7	30.3	147.0	67.5
International	220.0	35.3	255.3	124.4	42.1	166.5	88.8
Other	17.5	5.8	23.3	10.0	5.7	15.7	7.6
	$ 1,025.4	$220.2	$1,245.6	$ 558.0	$233.6	$791.6	$ 454.0

(1) **Lionsgate Original Releases:** Includes titles originally planned for a wide theatrical release by Lionsgate, including titles that have changed from a planned wide theatrical release to an initial direct-to-streaming release. These releases include films developed and producedin-house, films co-developed and co-produced and films acquired or licensed from third parties. In addition, Lionsgate Original Releases also includes multi-platform and direct-to-platform motion pictures originally released or licensed by Lionsgate, and the licensing of our original release motion picture content to other ancillary markets (location-based entertainment, games, etc.).

(2) **Other Film**: Includes acquired and licensed brands and libraries originally released by other parties such as third-party library product, including our titles released by acquired companies prior to our acquisition of

the company (i.e., Summit Entertainment library), and titles released with our equity method investees, Roadside Attractions and Pantelion Films, and other titles.

Theatrical revenue increased $165.6 million in the nine months ended December 31, 2023 as compared to the nine months ended December 31, 2022 due to an increase of $167.0 million from Lionsgate Original Releases driven by the performance of our fiscal 2024 theatrical slate, and in particular, *The Hunger Games: The Ballad of Songbirds & Snakes* and *Saw X*, and revenue from our fiscal 2023 theatrical slate release, *John Wick: Chapter 4* in the current period. The increase was also, to a lesser extent, due to a greater number of theatrical slate releases in the current period as compared to the prior year's period.

Home entertainment revenue increased $124.5 million, or 28.7%, in the nine months ended December 31, 2023, as compared to the nine months ended December 31, 2022, due to higher digital media revenue of $116.8 million. The increase in digital media revenue was due to an increase from Lionsgate Original Releases of $103.4 million due to revenues generated from *John Wick: Chapter 4*, *Jesus Revolution* (fiscal 2023 theatrical slate titles), and from titles in *The Hunger Games* franchise, and a greater number of fiscal 2024 theatrical slate titles released on home entertainment digital media in the current period as compared to the prior year's period, partially offset by revenue in the prior year's period from the license of *Shotgun Wedding* to a direct-to-streaming platform. The increase in digital media revenue was also due to an increase from Other Film of $13.4 million from our acquired library titles.

Television revenue increased $67.5 million, or 45.9% in the nine months ended December 31, 2023, as compared to the nine months ended December 31, 2022 due to an increase from Lionsgate Original Releases of $77.2 million due to a greater number of television windows opening from our fiscal 2024 and fiscal 2023 theatrical slates than from our fiscal 2023 and fiscal 2022 theatrical slates in the prior year's period, and higher revenue recognized for those titles, and in particular, *John Wick: Chapter 4*, partially offset by a decrease from Other Film of $9.7 million from our acquired library titles.

International revenue increased $88.8 million, or 53.3%, in the nine months ended December 31, 2023, as compared to the nine months ended December 31, 2022 due to an increase from Lionsgate Original Releases of $95.6 million driven by higher revenue generated from our fiscal 2024 and fiscal 2023 theatrical slate titles in the current period, and in particular, *The Hunger Games: The Ballad of Songbirds & Snakes*, and *John Wick: Chapter 4*, as compared to the fiscal 2023 and fiscal 2022 theatrical slate titles in the prior year's period, partially offset by a decrease from Other Film of $9.0 million from our acquired library titles.

Direct Operating Expense. The increase in direct operating expenses is due to higher motion picture revenue in the current period. Direct operating expenses as a percentage of motion picture revenue was comparable to the prior year's period and is driven by the change in the mix of titles and product categories generating revenue in the current period as compared to the prior year's period. Investment in film write-downs included in Motion Picture segment direct operating expense increased to $27.5 million in the nine months ended December 31, 2023, as compared to $1.1 million in the nine months ended December 31, 2022.

Distribution and Marketing Expense. The increase in distribution and marketing expense in the nine months ended December 31, 2023 is due to higher theatrical P&A and Premium VOD expense due to higher expense associated with the theatrical slate releases in the current period, partially offset by slightly lower expense for films to be released in subsequent quarters. In the nine months ended December 31, 2023, approximately $24.8 million of P&A and Premium VOD expense was incurred in advance for films to be released in subsequent periods, compared to approximately $27.3 million in the nine months ended December 31, 2022 in the Motion Picture segment.

Gross Contribution. Gross contribution of the Motion Picture segment for the nine months ended December 31, 2023 increased as compared to the nine months ended December 31, 2022 due to higher Motion Picture revenue, partially offset by higher distribution and marketing expense and direct operating expense.

***General and Administrative Expense*.** General and administrative expenses of the Motion Picture segment in the nine months ended December 31, 2023 increased $17.0 million, or 25.7%, primarily due to an increase in incentive based compensation.

Television Production

The table below sets forth Television Production gross contribution and segment profit for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Television Production Segment:				
Revenue	$860.7	$1,468.6	$(607.9)	(41.4)%
Expenses:				
Direct operating expense	701.8	1,306.1	(604.3)	(46.3)%
Distribution & marketing expense	24.3	25.9	(1.6)	(6.2)%
Gross contribution	134.6	136.6	(2.0)	(1.5)%
General and administrative expenses	40.5	32.0	8.5	26.6%
Segment profit	$ 94.1	$ 104.6	$ (10.5)	(10.0)%
Direct operating expense as a percentage of revenue	81.5%	88.9%		
Gross contribution as a percentage of revenue	15.6%	9.3%		

Revenue. The table below sets forth Television Production revenue and changes in revenue by media for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Television Production				
Television	$554.2	$ 973.1	$(418.9)	(43.0)%
International	137.7	219.4	(81.7)	(37.2)%
Home Entertainment				
Digital	113.4	205.1	(91.7)	(44.7)%
Packaged Media	1.0	2.7	(1.7)	(63.0)%
Total Home Entertainment	114.4	207.8	(93.4)	(44.9)%
Other	54.4	68.3	(13.9)	(20.4)%
	$860.7	$1,468.6	$(607.9)	(41.4)%

The primary component of Television Production revenue is domestic television revenue. Domestic television revenue decreased in the nine months ended December 31, 2023 due to a decrease of $214.1 million from the licensing of fewer Starz original series to Starz Networks (revenue in the current period from *Power Book II: Ghost* Season 4, *BMF* Season 3 and *Power Book III: Raising Kanan* Season 3 compared to revenue in the prior year's period from *Power Book II: Ghost* Season 3, *P-Valley* Season 2, *BMF* Season 2, *Heels* Season 2, *Power Book III: Raising Kanan* Season 2, and *Power Book IV: Force* Season 2, among others). The decrease in domestic television revenue was also due to lower third-party revenue from fewer television episodes delivered
which were impacted by the WGA and SAG-AFTRA strikes (including significant revenue in the prior year's period from *The First Lady* Season 1, and lower revenue in the current period from unscripted television programs).

International revenue in the nine months ended December 31, 2023 decreased $81.7 million, or 37.2% as compared to the nine months ended December 31, 2022 due to a decrease of $79.9 million from the licensing of fewer Starz original series to the Starz Business.

Home entertainment revenue in the nine months ended December 31, 2023 decreased $93.4 million, or 44.9% as compared to the nine months ended December 31, 2022 due to lower third-party digital media revenue (*The Continental* Season 1 in the current period, compared to *Schitt's Creek* Seasons 1 to 6 from the license to a streaming platform, *Nashville* Seasons 1 to 6, and *Ghosts* Season 1 in the prior year's period), and a decrease of $16.2 million from digital media from the licensing of Starz original series to the Starz Business.

Other revenue in the nine months ended December 31, 2023 decreased $13.9 million, or 20.4% from the nine months ended December 31, 2022, and primarily reflects lower revenue of 3 Arts Entertainment, which is generated from commissions and executive producer fees earned related to talent management and was unfavorably impacted by the WGA and SAG-AFTRA strikes.

Direct Operating Expense. Direct operating expense of the Television Production segment in the nine months ended December 31, 2023 decreased $604.3 million, or 46.3% due to the decrease in Television Production revenues. Direct operating expenses as a percentage of television production revenue decreased as compared to the prior year's period, primarily due to the mix of titles generating revenue in the current period as compared to the prior year's period, and in particular, the current period included significant revenue from *The Continental* which has a lower amortization rate as compared to the prior year's period, which included a greater number of deliveries of newer shows in which direct operating expense is typically higher as a percentage of revenue. Investment in film and television programs write-downs included in Television Production segment direct operating expense in the nine months ended December 31, 2023 were $6.6 million as compared to $4.7 million in the nine months ended December 31, 2022.

Gross Contribution. Gross contribution of the Television Production segment for the nine months ended December 31, 2023 decreased slightly as compared to the nine months ended December 31, 2022, due to lower television production revenue which was mostly offset by lower direct operating expenses as a percentage of television production revenue.

General and Administrative Expense. General and administrative expenses of the Television Production segment increased $8.5 million, or 26.6% primarily due to an increase in incentive based compensation.

Fiscal 2023 Compared to Fiscal 2022

Combined Results of Operations

The following table sets forth our combined results of operations for the fiscal years ended March 31, 2023 and 2022.

	Year Ended March 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Revenues				
Studio Business				
Motion Picture[1]	$1,323.7	$1,185.3	$ 138.4	11.7%
Television Production[2]	1,760.1	1,531.0	229.1	15.0%
Total revenues	3,083.8	2,716.3	367.5	13.5%
Expenses:				
Direct operating	2,207.9	1,922.1	285.8	14.9%
Distribution and marketing	304.2	315.2	(11.0)	(3.5)%
General and administration	387.0	342.7	44.3	12.9%
Depreciation and amortization	17.9	18.1	(0.2)	(1.1)%
Restructuring and other	27.2	6.3	20.9	nm
Total expenses	2,944.2	2,604.4	339.8	13.0%
Operating income	139.6	111.9	27.7	24.8%
Interest expense	(162.6)	(115.0)	(47.6)	41.4%
Interest and other income	6.4	28.0	(21.6)	(77.1)%
Other expense	(21.2)	(8.6)	(12.6)	146.5%
Loss on extinguishment of debt	(1.3)	(3.4)	2.1	(61.8)%
Gain on investments, net	44.0	1.3	42.7	nm
Equity interests income (loss)	0.5	(3.0)	3.5	(116.7)%
Income before income taxes	5.4	11.2	(5.8)	(51.8)%
Income tax provision	(14.3)	(17.3)	3.0	(17.3)%
Net loss	(8.9)	(6.1)	(2.8)	45.9%
Less: Net loss attributable to noncontrolling interests	8.6	17.2	(8.6)	(50.0)%
Net income (loss) attributable to Parent	$ (0.3)	$ 11.1	$ (11.4)	(102.7)%

nm - Percentage not meaningful.

(1) Motion Picture revenues for the years ended March 31, 2023 and 2022, includes $44.2 million and $38.0 million, respectively, of revenues from licensing Motion Picture segment product to the Starz Business.

(2) Television Production revenues for the years ended March 31, 2023 and 2022, includes $731.3 million and $610.2 million, respectively, of revenues from licensing Television Production segment product to the Starz Business.

Revenues. Combined revenues increased $367.5 million in fiscal 2023 reflecting increased revenue in the Motion Picture and Television Production segment.

Motion Picture revenue increased $138.4 million in fiscal 2023 due to higher international, theatrical, digital media home entertainment, and other revenue, partially offset by lower packaged media home entertainment and television revenue. Motion Picture revenue included $44.2 million of revenue from licensing Motion Picture segment product to the Starz Business, representing an increase of $6.2 million from fiscal 2022.

Television Production revenue increased $229.1 million, due to increased digital home entertainment revenue, increased domestic television revenue from the licensing of Starz original series to the Starz Business, and increased international and other revenue. Television Production revenue included $731.3 million of revenue from licensing Television Production segment product to the Starz Business, representing an increase of $121.1 million from fiscal 2022.

See further discussion in the Segment Results of Operations section below.

Direct Operating Expenses. Direct operating expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,				Increase (Decrease)	
	2023		2022			
	Amount	% of Segment Revenues	Amount	% of Segment Revenues	Amount	Percent
	(Amounts in millions)					
Direct operating expenses						
Motion Picture	$ 666.5	50.4%	$ 547.1	46.2%	$ 119.4	21.8%
Television Production	1,541.5	87.6%	1,373.9	89.7%	167.6	12.2%
COVID-19 related benefit	(8.9)	nm	(5.2)	nm	(3.7)	71.2%
Other	8.8	nm	6.3	nm	2.5	39.7%
	$2,207.9	71.6%	$1,922.1	70.8%	$ 285.8	14.9%

nm - Percentage not meaningful.

Direct operating expenses increased in fiscal 2023, due to higher Television Production and Motion Picture revenue and slightly higher other direct operating expense, partially offset by a slight increase in COVID-19 related benefit resulting from insurance and bad debt recoveries (as further described below). See further discussion in the Segment Results of Operations section below.

COVID-19 Related Charges (Benefit). We incurred certain incremental costs associated with theCOVID-19 pandemic. In fiscal 2023, direct operating expense included a benefit of $8.9 million, net of insurance recoveries of $8.4 million (fiscal 2022 - benefit of $5.2 million, net of insurance recoveries of $15.6 million). The fiscal 2023 benefit also included bad debt recoveries.

Other. In fiscal 2023, other direct operating expenses includes approximately $7.2 million in development costs written off in connection with certain management changes and changes in the theatrical marketplace in the Motion Picture segment, as a result of changes in strategy across its theatrical slate, with the remaining amount reflecting other corporate development costs written off.

In fiscal 2022, other direct operating expenses includes $5.9 million representing charges related to Russia's invasion of Ukraine, primarily related to bad debt reserves for accounts receivable from customers in Russia, which are excluded from segment operating results but included in direct operating expense in the combined statements of operations.

In addition, the remaining amounts of "other" direct operating expenses in the table above consists of the amortization of thenon-cash fair value adjustments on film and television assets associated with the application of purchase accounting related to recent acquisitions.

Distribution and Marketing Expenses. Distribution and marketing expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Distribution and marketing expenses				
Motion Picture	$ 270.9	$ 282.2	$ (11.3)	(4.0)%
Television Production	33.3	33.0	0.3	0.9%
	$ 304.2	$ 315.2	$ (11.0)	(3.5)%
U.S. theatrical P&A and Premium VOD expense included in Motion Picture distribution and marketing expense	$ 149.8	$ 153.3	$ (3.5)	(2.3)%

Distribution and marketing expenses decreased in fiscal 2023 primarily due to lower Motion Picture home entertainment distribution and marketing expense and slightly lower Motion Picture theatrical P&A and Premium VOD expense. See further discussion in the Segment Results of Operations section below.

General and Administrative Expenses. General and administrative expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,				Increase (Decrease)	
	2023	% of Revenues	2022	% of Revenues	Amount	Percent
	(Amounts in millions)					
General and administrative expenses						
Motion Picture	$109.8		$ 93.1		$ 16.7	17.9%
Television Production	51.9		40.2		11.7	29.1%
Corporate allocations from Lionsgate, excluding allocation of share-based compensation expense	100.9		80.0		20.9	26.1%
Share-based compensation expense	69.2		70.2		(1.0)	(1.4)%
Purchase accounting and related adjustments	55.2		59.2		(4.0)	(6.8)%
Total general and administrative expenses	$387.0	12.5%	$342.7	12.6%	$ 44.3	12.9%

General and administrative expenses increased in fiscal 2023, resulting from increases in Corporate, Motion Picture and Television Production general and administrative expenses, partially offset by decreased purchase accounting and related adjustments and share-based compensation expense. See further discussion in the Segment Results of Operations section below.

As discussed in *Components of Results of Operations*, for purposes of preparing the combined financial statements on acarve-out basis, the Company has been allocated a portion of Lionsgate's total corporate expenses which are included in general and administrative expenses. Corporate general and administrative expenses increased $20.9 million, or 26.1%, primarily due to an increase in incentive based compensation. Allocations of expenses from Lionsgate are not necessarily indicative of future expenses and do not necessarily reflect results that would have been achieved as an independent, publicly traded company for the periods presented.

Certain of our employees participate in the share-based compensation plans sponsored by Lionsgate. Lionsgate share-based compensation awards granted to employees of the Company are reflected in parent net investment within the combined statements of equity (deficit) at the time they are expensed in the combined statements of operations. The combined statements of operations also include an allocation of Lionsgate

corporate and shared employee share-based compensation expenses. The decrease in share-based compensation expense included in general and administrative expense in the fiscal year ended March 31, 2023, as compared to the fiscal year ended March 31, 2022 is primarily due to a decrease in the number of share-based payment awards incurring expense in fiscal 2023 as compared to fiscal 2022, partially offset by an increase in the allocation of Lionsgate corporate and shared employee share-based compensation expense. The following table presents share-based compensation expense by financial statement line item:

	Year Ended March 31,	
	2023	2022
	(Amounts in millions)	
Share-based compensation is comprised of:		
Studio employee share-based compensation expense	$ 42.5	$ 50.6
Allocation of Lionsgate corporate and shared employee share-based compensation expense	26.7	19.6
Total share-based compensation included in general and administrative expense	69.2	70.2
Restructuring and other[(1)]	4.2	—
Total share-based compensation expense	$ 73.4	$ 70.2

(1) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements.

Purchase accounting and related adjustments include the non-cash charge for the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense. The noncontrolling equity interest in the distributable earnings of 3 Arts Entertainment are reflected as an expense rather than noncontrolling interest in the combined statement of operations due to the relationship to continued employment. Purchase accounting and related adjustments decreased $4.0 million, or 6.8%, primarily due to lower noncontrolling interest discount amortization of $9.5 million, partially offset by increased noncontrolling equity interest in the distributable earnings of 3 Arts Entertainment of $5.5 million (see further detail in the reconciliation of operating income to total segment profit further below).

Depreciation and Amortization Expense. Depreciation and amortization of $17.9 million for fiscal 2023 decreased $0.2 million from $18.1 million in fiscal 2022.

Restructuring and Other. Restructuring and other increased $20.9 million in fiscal 2023 as compared to fiscal 2022, and includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. Restructuring and other costs were as follows for the fiscal year ended March 31, 2023 and 2022 (see Note 15 to our audited combined financial statements):

	Year Ended March 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Restructuring and other:				
Other impairments[1]	$ 5.9	$—	$ 5.9	n/a
Severance[2]				
Cash	10.8	2.8	8.0	285.7%
Accelerated vesting on equity awards (see Note 13 to our audited combined financial statements)	4.2	—	4.2	n/a
Total severance costs	15.0	2.8	12.2	nm
COVID-19 related charges[3]	0.1	1.0	(0.9)	(90.0)%
Transaction and other costs[4]	6.2	2.5	3.7	148.0%
	$27.2	$6.3	$20.9	nm

nm - Percentage not meaningful.

(1) Amounts in the fiscal year ended March 31, 2023 include impairment of an operating leaseright-of-use asset related to the Studio Business and corporate facilities amounting to $5.8 million associated with a portion of a facility lease that will no longer be utilized by the Company. The impairment reflects a decline in market conditions since the inception of the lease impacting potential sublease opportunities, and represents the difference between the estimated fair value, which was determined based on the expected discounted future cash flows of the lease asset, and the carrying value.

(2) Severance costs in the fiscal years ended March 31, 2023 and 2022 were primarily related to restructuring activities and other cost-saving initiatives.

(3) Amounts represent certain incremental general and administrative costs associated with theCOVID-19 global pandemic, such as costs related to transitioning the Company to a remote-work environment, costs associated with return-to-office safety protocols, and other incremental general and administrative costs associated with the COVID-19 global pandemic.

(4) Transaction and other costs in the fiscal years ended March 31, 2023 and 2022 reflect transaction, integration and legal costs associated with certain strategic transactions, and restructuring activities and also include costs and benefits associated with legal matters.

Interest Expense. Interest expense of $162.6 million in fiscal 2023, increased $47.6 million from fiscal 2022 due to higher average interest rates and balances on the Revolving Credit Facility, higher average interest rates on the term loans, and higher average balances and interest rates associated with film related obligations in fiscal 2023. These increases were partially offset by a decrease due to the amortization of unrealized gains in accumulated other comprehensive income (loss) related to the termination of certain of our interest rate swaps on May 20, 2022 (see Note 18 to our audited combined financial statements). The following table sets forth the components of interest expense for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,	
	2023	2022
	(Amounts in millions)	
Interest Expense		
Cash Based:		
Revolving Credit Facility	$ 12.9	$ 6.6
Term loans	63.0	33.1
Other[1]	64.9	28.8
	140.8	68.5
Amortization of debt issuance costs and other non-cash interest[2]	21.8	46.5
Total interest expense	$ 162.6	$ 115.0

(1) Amounts include payments and receipts associated with the Company’s interest rate swaps (see Note 18 to our audited combined financial statements) and interest payments associated with certain film obligations (Production Tax Credit Facility, IP Credit Facility, and Backlog Facility and other, see Note 8 to our audited combined financial statements). The increase in other interest expense primarily reflects an increase of $54.6 million related to film related obligations, partially offset by a $19.4 million benefit related to the Company’s interest rate swaps.

(2) Amounts include the amortization of unrealized losses in accumulated other comprehensive loss related to de-designated interest rate swaps which are being amortized to interest expense (see Note 18 to our audited combined financial statements).

Interest and Other Income. Interest and other income of $6.4 million for the fiscal year ended March 31, 2023 compared to interest and other income of $28.0 million for the fiscal year ended March 31, 2022, due to insurance recoveries on prior shareholder litigation of $22.7 million in fiscal 2022 (see Note 17 to our audited combined financial statements).

Other Expense. Other expense of $21.2 million for fiscal 2023 compared to other expense of $8.6 million for fiscal 2022, and represented the loss recorded related to our monetization of accounts receivable programs (see Note 19 to our audited combined financial statements).

Loss on Extinguishment of Debt. Loss on extinguishment of debt of $1.3 million for fiscal 2023 related to the write-off of debt issuance costs associated with the voluntary prepayment of the entire outstanding amount of Term Loan A due March 22, 2023.

In fiscal 2022, loss on extinguishment of debt of $3.4 million related to the amendment of our credit agreement to extend the maturity of a portion of our revolving credit commitments and a portion of our outstanding term A loans, repurchases of the Term Loan B, and the termination of a portion of our revolving credit commitments. See Note 7 to our audited combined financial statements.

Gain on Investments. Gain on investments of $44.0 million for fiscal 2023 primarily represented a gain associated with the sale of a portion of our ownership interest in STARZPLAY Arabia, compared to a gain on investments of $1.3 million for fiscal 2022.

Equity Interests Income (Loss). Equity interests income of $0.5 million in fiscal 2023 compared to equity interests loss of $3.0 million in fiscal 2022.

Income Tax Provision. On a standalone entity basis for purposes of these carve-out financial statements, we had an income tax provision of $14.3 million in fiscal 2023, compared to an income tax provision of $17.3 million in fiscal 2022. Our income tax provision differs from the federal statutory rate multiplied by pre-tax income (loss) due to the mix of our pre-tax income (loss) generated across the various jurisdictions in which we operate, changes in the valuation allowance against our deferred tax assets, and certain minimum taxes and foreign withholding taxes.

As computed on a separate return basis, with the combined historical results of the Studio Business presented on a managed basis as discussed in *Basis of Presentation,* at March 31, 2023, we had U.S. net operating loss carryforwards ("NOLs") of approximately $27.0 million, which do not expire, state net operating loss carryforwards of approximately $53.9 million which expire in varying amounts beginning 2024. In addition, at March 31, 2023, we had U.S. credit carryforwards related to foreign taxes paid of approximately $7.2 million to offset future federal income taxes that will expire beginning in 2032. However, under the managed basis of presentation of the Studio Business, the combined historical results exclude certain deductions and other items and therefore, for purposes of these combined financial statements, these items are not reflected in the calculations of NOLs of the Studio Business. Following the Business Combination, through a tax sharing arrangement with Lionsgate, a substantial portion of Lionsgate's federal NOLs of $1.56 billion and state NOLs of $988.2 million as of March 31, 2023, are expected to be retained by the Studio Business. In addition, a substantial portion of Lionsgate's U.S. tax credits on foreign taxes paid, amounting to $73.0 million as of March 31, 2023, are expected to be retained by the Studio Business. Lionsgate NOLs currently have a significant valuation allowance and the Studio Business would need to assess the need for a valuation allowance post Business Combination.

Net Income (Loss) attributable to Parent. Net loss attributable to Parent for the fiscal year ended March 31, 2023 was $0.3 million. This compares to net income attributable to Parent for the fiscal year ended March 31, 2022 of $11.1 million.

Segment Results of Operations and Non-GAAP Measures

See introduction to this section above under *"Nine Months Ended December 31, 2023 Compared to Nine Months Ended December 31, 2022—Segment Results of Operations and Non-GAAP Measures"* for further information regarding the Company's segment profit disclosures and related non-GAAP measures.

The following table reconciles the GAAP measure, operating income, to the non-GAAP measure, total segment profit, for the fiscal years ended March 31, 2023 and 2022. In addition, each of segment direct operating expense, distribution and marketing expense and general and administrative expense is reconciled to the respective line items presented in the GAAP-based statement of operations in the preceding section of the *Management's Discussion and Analysis of Financial Condition and Results of Operations* which discusses combined results of operations.

	Year Ended March 31,		Change	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Operating income	$ 139.6	$ 111.9	$ 27.7	24.8%
Corporate general and administrative expense allocations from Lionsgate, excluding allocation of share-based compensation expense	100.9	80.0	20.9	26.1%
Adjusted depreciation and amortization	12.2	12.4	(0.2)	(1.6)%
Restructuring and other	27.2	6.3	20.9	nm
COVID-19 related benefit	(8.9)	(5.2)	(3.7)	71.2%
Content charges	8.1	—	8.1	n/a
Charges related to Russia's invasion of Ukraine	—	5.9	(5.9)	(100.0)%
Adjusted share-based compensation expense	69.2	70.2	(1.0)	(1.4)%
Purchase accounting and related adjustments	61.6	65.3	(3.7)	(5.7)%
Total segment profit	$ 409.9	$ 346.8	$ 63.1	18.2%

nm - Percentage not meaningful.

See Note 16 to our combined financial statements for further information on the reconciling line items above, and for reconciliations of depreciation and amortization and share-based compensation expense as presented on our combined statements of operations to adjusted depreciation and amortization and adjusted share-based compensation expense, respectively, as presented in the line items above.

The table below sets forth the revenues and segment profit by segment:

	Year Ended March 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Revenue				
Motion Picture	$1,323.7	$1,185.3	$ 138.4	11.7%
Television Production	1,760.1	1,531.0	229.1	15.0%
	$3,083.8	$2,716.3	$ 367.5	13.5%
Segment Profit				
Motion Picture	$ 276.5	$ 262.9	$ 13.6	5.2%
Television Production	133.4	83.9	49.5	59.0%
Total Segment Profit	$ 409.9	$ 346.8	$ 63.1	18.2%

See the following discussion for further detail of our individual segments.

Motion Picture

The table below sets forth Motion Picture gross contribution and segment profit for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31, 2023	Year Ended March 31, 2022	Increase (Decrease) Amount	Increase (Decrease) Percent
	(Amounts in millions)			
Motion Picture Segment:				
Revenue	$1,323.7	$1,185.3	$ 138.4	11.7%
Expenses:				
Direct operating expense	666.5	547.1	119.4	21.8%
Distribution & marketing expense	270.9	282.2	(11.3)	(4.0)%
Gross contribution	386.3	356.0	30.3	8.5%
General and administrative expenses	109.8	93.1	16.7	17.9%
Segment profit	$ 276.5	$ 262.9	$ 13.6	5.2%
U.S. theatrical P&A and Premium VOD expense included in distribution and marketing expense	149.8	153.3	$ (3.5)	(2.3)%
Direct operating expense as a percentage of revenue	50.4%	46.2%		
Gross contribution as a percentage of revenue	29.2%	30.0%		

Revenue. The table below sets forth Motion Picture revenue by media and product category for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31, 2023			2022			
	Lionsgate Original Releases[1]	Other Film[2]	Total	Lionsgate Original Releases[1]	Other Film[2]	Total	Total Increase (Decrease)
	(Amounts in millions)						
Motion Picture Revenue							
Theatrical	$ 115.6	$ 5.1	$ 120.7	$ 54.8	$ 10.5	$ 65.3	$ 55.4
Home Entertainment							
Digital Media	354.7	172.8	527.5	325.5	171.6	497.1	30.4
Packaged Media	35.8	34.7	70.5	64.7	50.3	115.0	(44.5)
Total Home Entertainment	390.5	207.5	598.0	390.2	221.9	612.1	(14.1)
Television	173.8	44.0	217.8	213.1	44.8	257.9	(40.1)
International	298.7	66.3	365.0	178.4	56.0	234.4	130.6
Other	15.1	7.1	22.2	9.1	6.5	15.6	6.6
	$ 993.7	$330.0	$1,323.7	$ 845.6	$339.7	$1,185.3	$ 138.4

(1) **Lionsgate Original Releases:** Includes titles originally planned for a wide theatrical release by Lionsgate, including titles that have changed from a planned wide theatrical release to an initial direct-to-streaming release. These releases include films developed and producedin-house, films co-developed and co-produced and films acquired or licensed from third parties. In addition, Lionsgate Original Releases also includes multi-platform and direct-to-platform motion pictures originally released or licensed by Lionsgate, and the licensing of our original release motion picture content to other ancillary markets (location-based entertainment, games, etc.).

(2) **Other Film:** Includes acquired and licensed brands and libraries originally released by other parties such as third-party library product, including our titles released by acquired companies prior to our acquisition of the company (i.e., Summit Entertainment library), and titles released with our equity method investees, Roadside Attractions and Pantelion Films, and other titles.

Theatrical revenue increased $55.4 million in fiscal 2023, as compared to fiscal 2022, due to an increase of $60.8 million from Lionsgate Original Releases driven by the performance of our fiscal 2023 theatrical slate releases, and in particular, *John Wick: Chapter 4, Jesus Revolution* and *Plane* (all released in the fourth quarter of fiscal 2023). *John Wick: Chapter 4* was theatrically released on March 24, 2023, therefore fiscal 2023 reflects revenue from seven days of the title's theatrical release. This increase was offset partially by a decrease of $5.4 million from Other Film due to lower revenue from our acquired library titles.

Home entertainment revenue decreased $14.1 million, or 2.3%, in fiscal 2023, as compared to fiscal 2022, due to lower packaged media revenue of $44.5 million, partially offset by higher digital media revenue of $30.4 million. The decrease in packaged media revenue was due to a decrease of $28.9 million from Lionsgate Original Releases due to fewer theatrical slate titles released on packaged media in fiscal 2023 as compared to fiscal 2022, resulting from the timing of our fiscal 2023 theatrical slate releases, and a decrease of $15.6 million from Other Film due to lower revenue from our acquired library and licensed library titles. The increase in digital media revenue was due to an increase of $29.2 million from Lionsgate Original Releases driven by the license of *Shotgun Wedding* to a direct- to-streaming platform in fiscal 2023, and revenue in fiscal 2023 from the fiscal 2022 theatrical slate release, *Moonfall*, partially offset by lower revenue from ourdirect-to-platform (i.e., subscription video-on-demand) and multi-platform releases.

Television revenue decreased $40.1 million, or 15.5%, in fiscal 2023, as compared to fiscal 2022, due to a decrease from Lionsgate Original Releases of $39.3 million due to fewer television windows opening for our theatrical slate titles than in fiscal 2022 resulting from the timing of our fiscal 2023 theatrical slate releases. In particular, fiscal 2023 included revenue from the fiscal 2023 theatrical release, *The Unbearable Weight of Massive Talent*, and the fiscal 2022 theatrical releases, *American Underdog* and *Moonfall*. These compared to revenue in fiscal 2022 from the fiscal 2022 theatrical releases,*Spiral, The Hitman's Wife's Bodyguard* and *Voyager*, and the fiscal 2021 theatrical releases,*Chaos Walking, Barb and Star Go to Vista Del Mar* and *Fatale*.

International revenue increased $130.6 million, or 55.7 %, in fiscal 2023, as compared to fiscal 2022, due to an increase from Lionsgate Original Releases of $120.3 million due to higher revenue generated in fiscal 2023 from our fiscal 2023 theatrical slate titles as compared to the revenue in fiscal 2022 from our fiscal 2022 theatrical slate titles, and higher revenue from direct-to-platform (i.e., SVOD) and multi-platform releases. In particular, fiscal 2023 included significant international revenue from the fiscal 2023 theatrical slate titles *John Wick: Chapter 4, Shotgun Wedding*, and *The Unbearable Weight of Massive Talent*. In addition, the increase in international revenue reflected an increase of $10.3 million from Other Film due to higher revenue in fiscal 2023 from our acquired library titles.

Direct Operating Expense. The increase in direct operating expenses is due to higher motion picture revenue in fiscal 2023. The increase in direct operating expenses as a percentage of motion picture revenue is driven by the change in the mix of titles and product categories generating revenue in fiscal 2023 as compared to fiscal 2022, including the higher amortization rate of the fiscal 2023 theatrical slate titles as compared to the fiscal 2022 theatrical slate titles. In addition, fiscal 2023 included an increase in development write-offs of $19.1 million on Lionsgate Original Releases, and an increase of $4.9 million related to foreign exchange losses. Investment in film write-downs included in Motion Picture segment direct operating expense in fiscal 2023 were $6.2 million, as compared to $1.2 million in fiscal 2022.

Distribution and Marketing Expense. The decrease in distribution and marketing expense in fiscal 2023 is due to lower home entertainment distribution and marketing expense and slightly lower theatrical P&A and Premium VOD expense for Lionsgate Original Releases. Theatrical P&A and Premium VOD expense decreased due to lower expense associated with the fiscal 2023 theatrical slate releases, partially offset by higher expense for films to be released in subsequent quarters. In fiscal 2023, approximately $23.2 million of P&A and Premium VOD expense was incurred in advance for films to be released in subsequent quarters (*Are You There God? It's Me, Margaret, White Bird: A Wonder Story*and *The Ballad of Songbirds and Snakes*), compared to approximately $14.1 million in fiscal 2022. We expect Motion Picture distribution and marketing expense in fiscal 2024 to increase as compared to fiscal 2023, due to our larger expected fiscal 2024 theatrical slate and related theatrical P&A expense.

Gross Contribution. Gross contribution of the Motion Picture segment for fiscal 2023 increased $30.3 million, or 8.5%, as compared to fiscal 2022 due to higher Motion Picture revenue and lower distribution and marketing expense, partially offset by higher direct operating expense.

General and Administrative Expense. General and administrative expenses of the Motion Picture segment increased $16.7 million, or 17.9%, due to an increase in incentive based compensation.

Television Production

The table below sets forth Television Production gross contribution and segment profit for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Television Production Segment:				
Revenue	$1,760.1	$1,531.0	$ 229.1	15.0%
Expenses:				
Direct operating expense	1,541.5	1,373.9	167.6	12.2%
Distribution & marketing expense	33.3	33.0	0.3	0.9%
Gross contribution	185.3	124.1	61.2	49.3%
General and administrative expenses	51.9	40.2	11.7	29.1%
Segment profit	$ 133.4	$ 83.9	$ 49.5	59.0%
Direct operating expense as a percentage of revenue	87.6%	89.7%		
Gross contribution as a percentage of revenue	10.5%	8.1%		

Revenue. The table below sets forth Television Production revenue and changes in revenue by media for the fiscal years ended March 31, 2023 and 2022:

	Year Ended March 31,		Increase (Decrease)	
	2023	2022	Amount	Percent
	(Amounts in millions)			
Television Production				
Television	$1,144.3	$1,094.5	$ 49.8	4.6%
International	277.7	256.5	21.2	8.3%
Home Entertainment Revenue				
Digital	241.7	85.1	156.6	184.0%
Packaged Media	3.3	6.9	(3.6)	(52.2)%
Total Home Entertainment Revenue	245.0	92.0	153.0	166.3%
Other	93.1	88.0	5.1	5.8%
	$1,760.1	$1,531.0	$ 229.1	15.0%

The primary component of Television Production revenue is domestic television revenue. Domestic television revenue increased in fiscal 2023 as compared to fiscal 2022, due to an increase of $62.6 million from revenues from the licensing of Starz original series *Power Book II: Ghost* Season 3, *Power Book IV: Force* Season 2, *Heels* Season 2, *P-Valley* Season 2, *BMF* Season 2, and *Power Book III: Raising Kanan* Seasons 2 and 3, among others) to the Starz Business, partially offset by a decrease from fewer television episodes delivered to third-parties.

International revenue in fiscal 2023 increased $21.2 million, or 8.3%, as compared to fiscal 2022 due to revenue in fiscal 2023 from *Mythic Quest* Season 3, *The First Lady* Season 1 and *Acapulco* Season 2, as compared to revenue in fiscal 2022 from *Pam & Tommy* Season 1, *Dear White People* Season 4 and *Acapulco* Season 1. In addition, the increase reflects an increase of $8.5 million from revenues from the licensing of Starz original series to the Starz Business.

Home entertainment revenue in fiscal 2023 increased $153.0 million, or 166.3%, as compared to fiscal 2022 due to digital media revenue in fiscal 2023 from *Schitt's Creek* Seasons 1 to 6 from the license to a streaming platform, *Nashville* Season 1 to 6, and *Ghosts* Season 1, which compared to digital media revenue in fiscal 2022 for *Weeds* Seasons 1 to 8 and *Welcome to Flatch* Season 1. In addition, the increase reflects higher digital media revenues of $49.6 million from the licensing of Starz original series to the Starz Business.

Other revenue increased in fiscal 2023 as compared to fiscal 2022, and primarily includes revenue of 3 Arts Entertainment which is generated from commissions and executive producer fees earned related to talent management.

Direct Operating Expense. Direct operating expense of the Television Production segment in fiscal 2023 increased $167.6 million, or 12.2%, due to the increase in Television Production revenues. Direct operating expenses as a percentage of television production revenue decreased slightly as compared to fiscal 2022, primarily due to the mix of titles generating revenue in fiscal 2023 as compared to fiscal 2022. In addition, fiscal 2023 included lower write-downs to fair value of investment in film and television programs, amounting to $4.6 million in aggregate, as compared to $34.9 million in fiscal 2022.

Gross Contribution. Gross contribution of the Television Production segment for fiscal 2023 increased by $61.2 million as compared to fiscal 2022 due to increased television production revenue, partially offset by higher direct operating expenses.

General and Administrative Expense. General and administrative expenses of the Television Production segment increased $11.7 million, or 29.1%, due to increases in salaries and related expenses and incentive based compensation.

Fiscal 2022 Compared to Fiscal 2021

Combined Results of Operations

The following table sets forth our combined results of operations for the fiscal years ended March 31, 2022 and 2021.

	Year Ended March 31,		Change	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Revenues				
Studio Business				
Motion Picture [(1)]	$1,185.3	$1,081.1	$ 104.2	9.6%
Television Production [(2)]	1,531.0	831.8	699.2	84.1%
Total revenues	2,716.3	1,912.9	803.4	42.0%
Expenses:				
Direct operating	1,922.1	1,220.0	702.1	57.5%
Distribution and marketing	315.2	216.7	98.5	45.5%
General and administration	342.7	342.0	0.7	0.2%
Depreciation and amortization	18.1	17.2	0.9	5.2%
Restructuring and other	6.3	21.1	(14.8)	(70.1)%
Total expenses	2,604.4	1,817.0	787.4	43.3%

	Year Ended March 31,		Change	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Operating income	111.9	95.9	16.0	16.7%
Interest expense	(115.0)	(109.7)	(5.3)	4.8%
Interest and other income	28.0	6.1	21.9	nm
Other expense	(8.6)	(4.7)	(3.9)	83.0%
Loss on extinguishment of debt	(3.4)	—	(3.4)	n/a
Gain on investments, net	1.3	0.6	0.7	116.7%
Equity interests loss	(3.0)	(6.1)	3.1	(50.8)%
Income (loss) before income taxes	11.2	(17.9)	29.1	nm
Income tax provision	(17.3)	(17.3)	—	—%
Net loss	(6.1)	(35.2)	29.1	nm
Less: Net loss attributable to noncontrolling interests	17.2	15.6	1.6	10.3%
Net income (loss) attributable to Parent	$ 11.1	$ (19.6)	$ 30.7	nm

nm - Percentage not meaningful.

(1) Motion Picture revenues for the years ended March 31, 2022 and 2021, includes $38.0 million and $19.8 million, respectively, of revenues from licensing Motion Picture segment product to the Starz Business.

(2) Television Production revenues for the years ended March 31, 2022 and 2021, includes $610.2 million and $184.3 million, respectively, of revenues from licensing Television Production segment product to the Starz Business.

Revenues. Combined revenues increased $803.4 million in fiscal 2022 reflecting increased revenue in the Motion Picture and Television Production segment.

Motion Picture revenue increased $104.2 million in fiscal 2022 due to a greater number of theatrical and international releases as theaters have reopened, increased television revenue, and increased digital media home entertainment revenue. These increases were offset partially by lower packaged media home entertainment revenue and other revenue. Motion Picture revenue included $38.0 million of revenue from licensing Motion Picture segment product to the Starz Business, representing an increase of $18.2 million from fiscal 2021.

Television Production revenue increased $699.2 million due to a greater number of television episodes delivered to customers as compared to fiscal 2021, which was negatively impacted by the pausing of productions associated with the COVID-19 global pandemic. Television Production revenue included $610.2 million of revenue from licensing Television Production segment product to the Starz Business, representing an increase of $425.9 million from fiscal 2021.

See further discussion in the Segment Results of Operations section below.

Direct Operating Expenses. Direct operating expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,				Increase (Decrease)	
	2022		2021			
	Amount	% of Segment Revenues	Amount	% of Segment Revenues	Amount	Percent
	(Amounts in millions)					
Direct operating expenses						
Motion Picture	$ 547.1	46.2%	$ 508.3	47.0%	$ 38.8	7.6%
Television Production	1,373.9	89.7%	676.5	81.3%	697.4	103.1%
COVID-19 related charges (benefit)	(5.2)	nm	34.2	nm	(39.4)	nm
Other	6.3	nm	1.0	nm	5.3	nm
	$1,922.1	70.8%	$1,220.0	63.8%	$ 702.1	57.5%

nm - Percentage not meaningful.

Direct operating expenses increased in fiscal 2022, due to higher Television Production and Motion Picture revenue, and higher other direct operating expense (as further described below), partially offset by lower COVID-19 related charges (as further described below). See further discussion in the Segment Results of Operations section below.

COVID-19 Related Charges (Benefit). We incurred certain incremental costs associated with theCOVID-19 pandemic. In fiscal 2022, direct operating expense included a benefit of $5.2 million, net of insurance recoveries of $15.6 million which exceeded the incremental costs incurred. In fiscal 2021, the charges of $34.2 million also include film impairment due to changes in performance expectations resulting from circumstances associated with the COVID-19 global pandemic.

Other. In fiscal 2022, other direct operating expenses includes $5.9 million representing charges related to Russia's invasion of Ukraine, primarily related to bad debt reserves for accounts receivable from customers in Russia, which are excluded from segment operating results but included in direct operating expense in the combined statements of operations.

In addition, the remaining amounts of "other" direct operating expenses in the table above consists of the amortization of thenon-cash fair value adjustments on film and television assets associated with the application of purchase accounting related to recent acquisitions.

Distribution and Marketing Expenses. Distribution and marketing expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,		Increase (Decrease)	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Distribution and marketing expenses				
Motion Picture	$ 282.2	$ 171.0	$ 111.2	65.0%
Television Production	33.0	29.0	4.0	13.8%
COVID-19 related charges	—	16.7	(16.7)	(100.0)%
	$ 315.2	$ 216.7	$ 98.5	45.5%
U.S. theatrical P&A and Premium VOD expense included in Motion Picture distribution and marketing expense	$ 153.3	$ 71.2	82.1	115.3%

Distribution and marketing expenses increased in fiscal 2022 primarily due to increased Motion Picture distribution and marketing expense. The increase in Motion Picture distribution and marketing expense is due to increased theatrical P&A related to more theatrical releases in fiscal 2022 as compared to fiscal 2021 due to the opening of theaters and completion of productions. See further discussion in the Segment Results of Operations section below.

In connection with the disruptions associated with the COVID-19 global pandemic and measures to prevent its spread and mitigate its effects both domestically and internationally, and the related economic disruption, during fiscal 2021, we incurred $16.7 million in costs primarily related to contractual marketing spends for film releases and events that have been canceled or delayed and thus will provide no economic benefit (fiscal 2022 - none). These charges are excluded from segment operating results.

General and Administrative Expenses. General and administrative expenses by segment and outside our segments were as follows for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,				Increase (Decrease)	
	2022	% of Revenues	2021	% of Revenues	Amount	Percent
			(Amounts in millions)			
General and administrative expenses						
Motion Picture	$ 93.1		$106.2		$ (13.1)	(12.3)%
Television Production	40.2		42.7		(2.5)	(5.9)%
Corporate allocations from Lionsgate, excluding allocation of share-based compensation expense	80.0		91.4		(11.4)	(12.5)%
Share-based compensation expense	70.2		54.5		15.7	28.8%
Purchase accounting and related adjustments	59.2		47.2		12.0	25.4%
Total general and administrative expenses	$342.7	12.6%	$342.0	17.9%	$ 0.7	0.2%

General and administrative expenses increased in fiscal 2022, resulting from increases in share-based compensation expense and purchase accounting and related adjustments, partially offset by decreased Corporate, Motion Picture, and Television Production general and administrative expenses. See further discussion in the Segment Results of Operations section below.

As discussed in *Components of Results of Operations*, for purposes of preparing the combined financial statements on a carve-out basis, the Company has been allocated a portion of Lionsgate's total corporate expenses, which are included in general and administrative expenses. Corporate general and administrative expenses decreased $11.4 million, or 12.5%, primarily due to a decrease in cash based incentive compensation. Allocations of expenses from Lionsgate are not necessarily indicative of future expenses and do not necessarily reflect results that would have been achieved as an independent, publicly traded company for the periods presented.

Certain of our employees participate in the share-based compensation plans sponsored by Lionsgate. Lionsgate share-based compensation awards granted to employees of the Company are reflected in parent net investment within the combined statements of equity (deficit) at the time they are expensed in the combined statements of operations. The combined statements of operations also include an allocation of Lionsgate corporate and shared employee share-based compensation expenses. The increase in share-based compensation expense included in general and administrative expense in the fiscal year ended March 31, 2022, as compared to the fiscal year ended March 31, 2021 is primarily due to an increase in the number of share-based payment awards incurring expense in fiscal 2022 as compared to fiscal 2021. The following table presents share-based compensation expense by financial statement line item:

	Year Ended March 31,	
	2022	2021
	(Amounts in millions)	
Share-based compensation is comprised of:		
Studio employee share-based compensation expense	$ 50.6	$ 36.5
Allocation of Lionsgate corporate and shared employee share-based compensation expense	19.6	18.0
Total share-based compensation included in general and administrative expense	$ 70.2	$ 54.5
Restructuring and other[1]	—	3.5
Total share-based compensation expense	$ 70.2	$ 58.0

(1) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements.

Purchase accounting and related adjustments include thenon-cash charge for the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense. The noncontrolling equity interest in the distributable earnings of 3 Arts Entertainment are reflected as an expense rather than noncontrolling interest in the combined statement of operations due to the relationship to continued employment. Purchase accounting and related adjustments increased $12.0 million, or 25.4%, primarily due to the expense associated with the earned distributions related to 3 Arts Entertainment.

Depreciation and Amortization Expense. Depreciation and amortization of $18.1 million for fiscal 2022 increased slightly from $17.2 million in fiscal 2021.

Restructuring and Other. Restructuring and other decreased $14.8 million in fiscal 2022 as compared to fiscal 2021, and includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. Restructuring and other costs were as follows for the fiscal year ended March 31, 2022 and 2021 (see Note 15 to our audited combined financial statements):

	Year Ended March 31,		Increase (Decrease)	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Restructuring and other:				
Severance[1]				
Cash	$ 2.8	$12.4	$ (9.6)	(77.4)%
Accelerated vesting on equity awards (see Note 13 to our audited combined financial statements)	—	3.5	(3.5)	nm
Total severance costs	2.8	15.9	(13.1)	(82.4)%
COVID-19 related charges[2]	1.0	2.4	(1.4)	(58.3)%
Transaction and other costs[3]	2.5	2.8	(0.3)	(10.7)%
	$ 6.3	$21.1	$ (14.8)	(70.1)%

nm - Percentage not meaningful.

(1) Severance costs in the fiscal years ended March 31, 2022 and 2021 were primarily related to restructuring activities in connection with cost-saving initiatives.

(2) Amounts represent certain incremental general and administrative costs associated with theCOVID-19 global pandemic, such as costs related to transitioning the Company to a remote-work environment, costs associated with return-to-office safety protocols, and other incremental general and administrative costs associated with the COVID-19 global pandemic.

(3) Transaction and other costs in the fiscal years ended March 31, 2022 and 2021 reflect transaction, integration and legal costs incurred associated with certain strategic transactions, restructuring activities and legal matters.

Interest Expense. Interest expense of $115.0 million in fiscal 2022 increased $5.3 million from fiscal 2021 due to an increase in othernon-cash interest due to the amortization of unrealized losses in accumulated other comprehensive loss related to de-designated interest rate swaps which are being amortized to interest expense (see Note 18 to our audited combined financial statements), partially offset by lower average balances on the term loans due to repurchases of the Term Loan B in fiscal 2022 and required repayments. The following table sets forth the components of interest expense for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,	
	2022	2021
	(Amounts in millions)	
Interest Expense		
Cash Based:		
Revolving Credit Facility	$ 6.6	$ 4.2
Term loans	33.1	38.1
Other[1]	28.8	26.4
	68.5	68.7
Amortization of debt issuance costs and other non-cash interest[2]	46.5	41.0
Total interest expense	$ 115.0	$ 109.7

(1) Amounts include payments associated with the Company's interest rate swaps (see Note 18 to our audited combined financial statements).

(2) Amounts include the amortization of unrealized losses in accumulated other comprehensive loss related tode-designated interest rate swaps which are being amortized to interest expense (see Note 18 to our audited combined financial statements).

Interest and Other Income. Interest and other income of $28.0 million for the fiscal year ended March 31, 2022 compared to interest and other income of $6.1 million for the fiscal year ended March 31, 2021, due to insurance recoveries on prior shareholder litigation of $22.7 million in fiscal 2022 (see Note 17 to our audited combined financial statements).

Other Expense. Other expense of $8.6 million for fiscal 2022 compared to other expense of $4.7 million for fiscal 2021, and represented the loss recorded related to our monetization of accounts receivable programs (see Note 19 to our audited combined financial statements).

Loss on Extinguishment of Debt. Loss on extinguishment of debt of $3.4 million for fiscal 2022 related to the amendment of our credit agreement to extend the maturity of a portion of our revolving credit commitments and a portion of our outstanding term A loans, repurchases of the Term Loan B, and the termination of a portion of our revolving credit commitments. There was no comparable loss in fiscal 2021. See Note 7 to our audited combined financial statements.

Gain on Investments. Gain on investments of $1.3 million for fiscal 2022 compared to a gain on investments of $0.6 millionfor fiscal 2021.

Equity Interests Loss. Equity interests loss of $3.0 million in fiscal 2022 compared to equity interests loss of $6.1 million in fiscal 2021 due to lower losses from our equity method investees.

Income Tax Provision. On a standalone entity basis for purposes of these carve-out financial statements, we had an income tax provision of $17.3 million in fiscal 2022, compared to an income tax provision of $17.3 million in fiscal 2021. Our income tax provision differs from the federal statutory rate multiplied by pre-tax income (loss) due to the mix of ourpre-tax income (loss) generated across the various jurisdictions in which we operate, changes in the valuation allowance against our deferred tax assets, and certain minimum taxes and foreign withholding taxes.

As computed on a separate return basis, with the combined historical results of the Studio Business presented on a managed basis as discussed in *Basis of Presentation*, at March 31, 2022, we had U.S. net operating loss carryforwards of approximately $65.5 million which do not expire and state net operating loss carryforwards of approximately $74.2 million which expire in varying amounts beginning 2023. In addition, at March 31, 2022, we had U.S. credit carryforwards related to foreign taxes paid of approximately $3.8 million to offset future federal income taxes that will expire beginning in 2032. However, under the managed basis of presentation of the Studio Business, the combined historical results exclude certain deductions and other items and therefore, for purposes of these combined financial statements, these items are not reflected in the calculations of NOLs of the Studio Business.

Net Income (Loss) attributable to Parent. Net income attributable to Parent for the fiscal year ended March 31, 2022 was $11.1 million. This compares to net loss attributable to Parent for the fiscal year ended March 31, 2021 of $19.6 million.

Segment Results of Operations and Non-GAAP Measures

See introduction to this section above under *"Nine Months Ended December 31, 2023 Compared to Nine Months Ended December 31, 2022—Segment Results of Operations and Non-GAAP Measures"* for further information regarding the Company's segment profit disclosures and related non-GAAP measures.

The following table reconciles the GAAP measure, operating income, to the non-GAAP measure, total segment profit, for the fiscal years ended March 31, 2022 and 2021. In addition, each of segment direct operating expense, distribution and marketing expense and general and administrative expense is reconciled to the respective line items presented in the GAAP-based statement of operations in the preceding section of the *Management's Discussion and Analysis of Financial Condition and Results of Operations* which discusses combined results of operations.

	Year Ended March 31,		Change	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Operating income	$ 111.9	$ 95.9	$ 16.0	16.7%
Corporate general and administrative expense allocations from Lionsgate, excluding allocation of share-based compensation expense	80.0	91.4	(11.4)	(12.5)%
Adjusted depreciation and amortization	12.4	13.4	(1.0)	(7.5)%
Restructuring and other	6.3	21.1	(14.8)	(70.1)%
COVID-19 related charges (benefit)	(5.2)	50.9	(56.1)	(110.2)%
Charges related to Russia's invasion of Ukraine	5.9	—	5.9	n/a
Adjusted share-based compensation expense	70.2	54.5	15.7	28.8%
Purchase accounting and related adjustments	65.3	52.0	13.3	25.6%
Total segment profit	$ 346.8	$ 379.2	$ (32.4)	(8.5)%

nm - Percentage not meaningful.

See Note 16 to our combined financial statements for further information on the reconciling line items above, and for reconciliations of depreciation and amortization and share-based compensation expense as presented on our combined statements of operations to adjusted depreciation and amortization and adjusted share-based compensation expense, respectively, as presented in the line items above.

The table below sets forth the revenues and segment profit by segment:

	Year Ended March 31,		Increase (Decrease)	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Revenue				
Motion Picture	$1,185.3	$1,081.1	$ 104.2	9.6%
Television Production	1,531.0	831.8	699.2	84.1%
	$2,716.3	$1,912.9	$ 803.4	42.0%
Segment Profit				
Motion Picture	$ 262.9	$ 295.6	$ (32.7)	(11.1)%
Television Production	83.9	83.6	0.3	0.4%
Total Segment Profit	$ 346.8	$ 379.2	$ (32.4)	(8.5)%

See the following discussion for further detail of our individual segments.

Motion Picture

The table below sets forth Motion Picture gross contribution and segment profit for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31, 2022	Year Ended March 31, 2021	Increase (Decrease) Amount	Increase (Decrease) Percent
	(Amounts in millions)			
Motion Picture Segment:				
Revenue	$1,185.3	$1,081.1	$ 104.2	9.6%
Expenses:				
Direct operating expense	547.1	508.3	38.8	7.6%
Distribution & marketing expense	282.2	171.0	111.2	65.0%
Gross contribution	356.0	401.8	(45.8)	(11.4)%
General and administrative expenses	93.1	106.2	(13.1)	(12.3)%
Segment profit	$ 262.9	$ 295.6	$ (32.7)	(11.1)%
U.S. theatrical P&A and Premium VOD expense included in distribution and marketing expense	$ 153.3	$ 71.2	$ 82.1	115.3%
Direct operating expense as a percentage of revenue	46.2%	47.0%		
Gross contribution as a percentage of revenue	30.0%	37.2%		

Revenue. The table below sets forth Motion Picture revenue by media and product category for the fiscal years ended March 31, 2022 and 2021:

	2022 Lionsgate Original Releases[1]	2022 Other Film[2]	2022 Total	2021 Lionsgate Original Releases[1]	2021 Other Film[2]	2021 Total	Total Increase (Decrease)
	(Amounts in millions)						
Motion Picture Revenue							
Theatrical	$ 54.8	$ 10.5	$ 65.3	$ 9.3	$ 2.7	$ 12.0	$ 53.3
Home Entertainment							
Digital Media	325.5	171.6	497.1	297.3	164.2	461.5	35.6
Packaged Media	64.7	50.3	115.0	81.8	57.7	139.5	(24.5)
Total Home Entertainment	390.2	221.9	612.1	379.1	221.9	601.0	11.1
Television	213.1	44.8	257.9	195.7	34.5	230.2	27.7
International	178.4	56.0	234.4	157.0	60.0	217.0	17.4
Other	9.1	6.5	15.6	14.9	6.0	20.9	(5.3)
	$ 845.6	$ 339.7	$ 1,185.3	$ 756.0	$ 325.1	$ 1,081.1	$ 104.2

(1) **Lionsgate Original Releases:** Includes titles originally planned for a wide theatrical release by Lionsgate, including titles that have changed from a planned wide theatrical release to an initial direct-to-streaming release. These releases include films developed and producedin-house, films co-developed and co-produced and films acquired or licensed from third parties. In addition, Lionsgate Original Releases also includes multi-platform and direct-to-platform motion pictures originally released or licensed by Lionsgate, and the licensing of our original release motion picture content to other ancillary markets (location-based entertainment, games, etc.).

(2) **Other Film:** Includes acquired and licensed brands and libraries originally released by other parties such as third-party library product, including our titles released by acquired companies prior to our acquisition of the company (i.e., Summit Entertainment library), and titles released with our equity method investees, Roadside Attractions and Pantelion Films, and other titles.

Theatrical revenue increased $53.3 million in fiscal 2022, as compared to fiscal 2021, due to an increase of $45.5 million from Lionsgate Original Releases driven by a greater number of theatrical slate releases (*The Hitman's Wife's Bodyguard, American Underdog, Spiral* and *Moonfall*, among others), as theaters have reopened. In fiscal 2021, theaters were mostly closed due to circumstances associated with the COVID-19 global pandemic.

Home entertainment revenue increased $11.1 million, or 1.8%, in fiscal 2022, as compared to fiscal 2021, due to higher digital media revenue of $35.6 million, offset by lower packaged media revenue of $24.5 million. The increase in digital media revenue primarily related to a Lionsgate Original Release direct-to-platform (i.e., subscription video-on-demand) motion picture licensing agreement in fiscal 2022. The decrease in packaged media revenue was due to a decrease from Lionsgate Original Releases, due to lower packaged media revenue in fiscal 2022 from our fiscal 2021 theatrical slate (which had limited new significant theatrical releases due to circumstances associated with the COVID-19 global pandemic), as compared to the packaged media revenue in fiscal 2021 from our larger fiscal 2020 theatrical slate.

Television revenue increased $27.7 million, or 12.0%, in fiscal 2022, as compared to fiscal 2021, due to an increase from Lionsgate Original Releases of $17.4 million due to a greater number of television windows opening for our theatrical slate titles (and revenue recognized) than in fiscal 2021. In addition, Other Film increased $10.3 million due to higher revenue from our acquired library titles.

International revenue increased $17.4 million, or 8.0%, in fiscal 2022, as compared to fiscal 2021 due to an increase from Lionsgate Original Releases of $21.4 million, offset by a decrease in Other Film of $4.0 million. The increase in Lionsgate Original Releases related to higher revenue in fiscal 2022 from our fiscal 2021 and 2020 theatrical slates, as compared to fiscal 2021, which had limited new significant theatrical releases due to circumstances associated with the COVID-19 global pandemic.

Direct Operating Expense. The increase in direct operating expenses is due to higher Motion Picture revenue. The slight decrease in direct operating expenses as a percentage of motion picture revenue was driven by the change in the mix of titles and product categories generating revenue in fiscal 2022 as compared to fiscal 2021. In particular, the decrease was due to the lower amortization rate of the fiscal 2022 theatrical slate titles generating revenue in fiscal 2022, as compared to the amortization rate of the fiscal 2021 theatrical slate titles in fiscal 2021, which reflected higher investment in film write-downs. Investment in film write-downs included in Motion Picture segment direct operating expense in fiscal 2022 were $1.2 million, as compared to $19.4 million in fiscal 2021.

Distribution and Marketing Expense. The increase in distribution and marketing expense in fiscal 2022 is due to increased theatrical P&A and Premium VOD expense related to more theatrical releases in fiscal 2022 and P&A incurred in advance for films to be released in subsequent periods, as compared to fiscal 2021, which was impacted by the closure of theaters as a result of circumstances associated with the COVID-19 global pandemic. In fiscal 2022, approximately $14.1 million of P&A and Premium VOD expense was incurred in advance for films to be released in subsequent periods (*The Unbearable Weight of Massive Talent, The Unbreakable Boy, The Devil's Light, Borderlands*), compared to approximately $7.2 million in fiscal 2021 in the Motion Picture segment.

Gross Contribution. Gross contribution of the Motion Picture segment for fiscal 2022 decreased $45.8 million, or 11.4%, as compared to fiscal 2021 due to higher Motion Picture distribution and marketing expense as a percentage of Motion Picture revenue, partially offset by higher Motion Picture revenue and slightly lower direct operating expense as a percentage of Motion Picture revenue.

General and Administrative Expense. General and administrative expenses of the Motion Picture segment decreased $13.1 million, or 12.3%, due to a decrease in cash based incentive compensation.

Television Production

The table below sets forth Television Production gross contribution and segment profit for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,		Increase (Decrease)	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Television Production Segment:				
Revenue	$1,531.0	$831.8	$ 699.2	84.1%
Expenses:				
Direct operating expense	1,373.9	676.5	697.4	103.1%
Distribution & marketing expense	33.0	29.0	4.0	13.8%
Gross contribution	124.1	126.3	(2.2)	(1.7)%
General and administrative expenses	40.2	42.7	(2.5)	(5.9)%
Segment profit	$ 83.9	$ 83.6	$ 0.3	0.4%
Direct operating expense as a percentage of revenue	89.7%	81.3%		
Gross contribution as a percentage of revenue	8.1%	15.2%		

Revenue. The table below sets forth Television Production revenue and changes in revenue by media for the fiscal years ended March 31, 2022 and 2021:

	Year Ended March 31,		Increase (Decrease)	
	2022	2021	Amount	Percent
	(Amounts in millions)			
Television Production				
Television	$1,094.5	$474.0	$ 620.5	130.9%
International	256.5	164.5	92.0	55.9%
Home Entertainment Revenue				
Digital	85.1	127.1	(42.0)	(33.0)%
Packaged Media	6.9	5.7	1.2	21.1%
Total Home Entertainment Revenue	92.0	132.8	(40.8)	(30.7)%
Other	88.0	60.5	27.5	45.5%
	$1,531.0	$831.8	$ 699.2	84.1%

The primary component of Television Production revenue is domestic television revenue. Domestic television revenue increased in fiscal 2022 as compared to fiscal 2021, due to an increase of $368.5 million from revenues from the licensing of Starz original productions *(Power Book III: Raising Kanan, Power Book IV: Force, High Town, Heels* Season 1*, BMF* Season 1*, Step Up: Highwater* Season 3*,* among others) to the Starz Business, and an increase from a greater number of television episodes delivered to third-parties (*Minx* Season 1, *Home Economics* Season 2, *Love Life* Season 2, *Acapulco* Season 1, *Dear White People* Season 4*,* and *Welcome to Flatch* Season 1 among others). Fiscal 2021 was negatively impacted by disruptions associated with the COVID-19 global pandemic and the associated pausing of productions which resulted in the delay of television episodes delivered in fiscal 2021.

International revenue in fiscal 2022 increased $92.0 million, or 55.9%, as compared to fiscal 2021 due to an increase of $51.6 million from revenues from the licensing of Starz original productions (*Power Book III: Raising Kanan* Season 1, *Heels* Season 1, *Power Book IV: Forc*e Season 1) to the Starz Business, and revenue in fiscal 2022 for *Pam & Tommy* Season 1, *Dear White People* Season 4, and *Acapulco* Season 1.

Home entertainment revenue in fiscal 2022 decreased $40.8 million, or 30.7%, as compared to fiscal 2021 due to digital media revenue in fiscal 2021 for the second syndication license of *Mad Men* Seasons 1 to 7 and digital media revenue for *Power* Season 6, which compared to digital media revenue in fiscal 2022 from *Weeds* Seasons 1 to 8 and *Welcome to Flatch* Season 1.

Other revenue increased in fiscal 2022 as compared to fiscal 2021, primarily due to revenue of 3 Arts Entertainment, which was negatively impacted in fiscal 2021 as a result of the COVID-19 global pandemic related disruptions.

Direct Operating Expense. Direct operating expense of the Television Production segment in fiscal 2022 increased $697.4 million, or 103.1%, due to the increase in Television Production revenues. Direct operating expenses as a percentage of television production revenue increased primarily due to the mix of titles generating revenue in fiscal 2022 as compared to fiscal 2021, and in particular, fiscal 2022 included a greater number of newer shows in which direct operating expense is typically higher as a percentage of revenue. Due to the increase in cost associated with production and changes in season orders, fiscal 2022 also included increased write-downs to fair value of investment in film and television programs amounting to $34.9 million in aggregate, as compared to $10.3 million in fiscal 2021. This compared to lower direct operating expenses as a percentage of television revenue in fiscal 2021, which included significant revenue from *Mad Men,* which has a lower amortization rate relative to the amortization rate of the Television Production segment as a whole, and fiscal 2021 included fewer deliveries of newer shows primarily associated with the pausing of productions due to the COVID-19 global pandemic related disruptions.

Gross Contribution. Gross contribution of the Television Production segment for fiscal 2022 decreased slightly by $2.2 million as compared to fiscal 2021 on significantly higher revenue which was offset by higher direct operating expenses as a percentage of television production revenue.

General and Administrative Expense. General and administrative expenses of the Television Production segment decreased $2.5 million, or 5.9%, due to a decrease in incentive based compensation.

Liquidity and Capital Resources

Sources of Cash

Our liquidity and capital requirements in the nine months ended December 31, 2023 and fiscal 2023 and 2022 were provided principally through cash generated from operations, our Senior Credit Facilities, our film related obligations (as further discussed below), the monetization of trade accounts receivable and parent net investments. From time to time, sources of cash also include cash generated from the Starz Business and contributed to the Studio Business through parent net investment. As of December 31, 2023 and March 31, 2023 and 2022 we had cash and cash equivalents of $247.1 million, $210.9 million and $256.9 million, respectively.

As discussed in *Basis of Presentation*, we have operated within Lionsgate's cash management structure, which uses a centralized approach to cash management and financing of our operations. This arrangement is not reflective of the manner in which we would have financed our operations had we been an independent, publicly traded company during the periods presented. See also, "*Post Business Combination Studio Corporate Debt*" below.

Senior Credit Facilities

Our Senior Credit Facilities at December 31, 2023 and March 31, 2023 and 2022, excluding film related obligations discussed further below, consisted of the following:

- *Revolving Credit Facility.* We have a $1.25 billion revolving credit facility (with $375.0 million outstanding at December 31, 2023 and no amounts outstanding at March 31, 2023 and 2022) due April

2026 (the "Revolving Credit Facility"). We maintain significant availability under our Revolving Credit Facility, which is currently used to meet our short-term liquidity requirements, and could also be used for longer term liquidity requirements.

- *Term Loan A.* We have a term loan A facility, of which a portion of its outstanding loans, amounting to $407.1 million, $428.2 million and $444.9 million outstanding at December 31, 2023 and March 31, 2023 and 2022, respectively, is due April 2026 (the "2026 Term Loan A"), and a portion of its outstanding loans, amounting to $193.6 million at March 31, 2022 was due March 2023 (the "2023 Term Loan A" and together with the 2026 Term Loan A, the "Term Loan A"). In April 2022, the Company voluntarily prepaid the entire outstanding principal amount of the 2023 Term Loan A of $193.6 million (see Note 7 to our audited combined financial statements). The outstanding amounts under the Revolving Credit Facility and Term Loan A may become due on December 23, 2024 (i.e. 91 days prior to March 24, 2025) prior to its maturity on April 6, 2026 in the event that the aggregate principal amount of outstanding Term Loan B in excess of $250 million has not been repaid, refinanced or extended to have a maturity date on or after July 6, 2026. The Company expects to refinance and extend the maturity date of the Term Loan B prior to December 23, 2024 such that the maturity of the revolving credit facility and Term Loan A are not accelerated.

- *Term Loan B.* We have a term loan B facility due March 2025 (the "Term Loan B", and, together with the Revolving Credit Facility and the Term Loan A, the "Senior Credit Facilities"), with $822.3 million, $831.7 million and $844.2 million outstanding at December 31, 2023 and March 31, 2023 and 2022, respectively.

See Note 7 to our audited combined financial statements and Note 6 to our unaudited interim condensed combined financial statements for a discussion of our corporate debt.

As previously discussed, we currently expect to enter into an intercompany debt arrangement with Lionsgate. See, "*Post Business Combination Studio Corporate Debt*" below for further discussion.

Film Related Obligations

We utilize our film related obligations to fund our film and television productions. Our film related obligations at December 31, 2023, March 31, 2023 and 2022 include the following:

- ***Production Loans:*** Production loans represent individual and multi-title loans for the production of film and television programs that we produce. The majority of the Company's production loans have contractual repayment dates either at or near the expected completion or release dates, with the exception of certain loans containing repayment dates on a longer term basis. At December 31, 2023 and March 31, 2023 and 2022, there was $1,279.2 million, $1,349.9 million and $966.3 million, respectively, outstanding of production loans.

- ***Production Tax Credit Facility:*** We have a $250.0 million non-recourse senior secured revolving credit facility, as amended in December 2023, due January 2025 based on collateral consisting solely of certain of the Company's tax credit receivables (the "Production Tax Credit Facility"). Cash collections from the underlying collateral (tax credit receivables) are used to repay the Production Tax Credit Facility. At December 31, 2023 and March 31, 2023 and 2022, there was $250.0 million, $231.8 million and $224.0 million, respectively, outstanding under the Production Tax Credit Facility.

- ***IP Credit Facility:*** In July 2021, as amended in September 2022, certain of our subsidiaries entered into a senior secured amortizing term credit facility due July 2027 (the "IP Credit Facility") based on the collateral consisting solely of certain of our rights in certain library titles. The maximum principal amount of the IP Credit Facility is $161.9 million, subject to the amount of collateral available, which is based on the valuation of cash flows from the libraries. At December 31, 2023 and March 31, 2023 and 2022, there was $117.3 million, $143.8 million and $123.5 million, respectively, outstanding under the IP Credit Facility.

- ***Backlog Facility and Other:***
  - *Backlog Facility.* In March 2022, as amended in August 2022, certain subsidiaries of the Company entered into a committed secured revolving credit facility (the "Backlog Facility") based on collateral consisting solely of certain of the Company's fixed fee or minimum guarantee contracts where cash will be received in the future. The maximum principal amount of the Backlog Facility is $175.0 million, subject to the amount of eligible collateral contributed to the facility. The Backlog Facility revolving period finishes on May 16, 2025, at which point cash collections from the underlying collateral is used to repay the facility. The facility maturity date is up to two years and 90 days after the revolving period ends, currently August 14, 2027. As of December 31, 2023 and March 31, 2023 and 2022, there was $175.0 million, $175.0 million and none, respectively, outstanding under the Backlog Facility.
  - *Other.* The Company has previously had other loans which are secured by contracted receivables which are not yet recognized as revenue under certain licensing agreements. Outstanding loan balances under these "other" loans must be repaid with any cash collections from the underlying collateral if and when received by the Company, and may be voluntarily repaid at any time without prepayment penalty fees. The Company's "other" loans had no amounts outstanding as of December 31, 2023 and March 31, 2022. As of March 31, 2023, an aggregate of $51.0 million remained outstanding under these loans.

See Note 8 to our audited combined financial statements and Note 7 to our unaudited condensed combined financial statements for a discussion of our film related obligations.

Accounts Receivable Monetization and Governmental Incentives

Our accounts receivable monetization programs include individual agreements to monetize certain of our trade accounts receivable directly with third-party purchasers and a revolving agreement to monetize designated pools of trade accounts receivable with various financial institutions.

In addition, we utilize governmental incentives, programs and other structures from states and foreign countries (e.g., sales tax refunds, transferable tax credits, refundable tax credits, low interest loans, direct subsidies or cash rebates, calculated based on the amount of money spent in the particular jurisdiction in connection with the production) to fund our film and television productions and reduce financial risk.

See Note 19 to our audited combined financial statements and Note 17 to our unaudited interim condensed combined financial statements for our accounts receivable monetization programs and our tax credit receivables.

Uses of Cash

Our principal uses of cash in operations include the funding of film and television productions, film rights acquisitions, the distribution and marketing of films and television programs, and general and administrative expenses. We also use cash for debt service (i.e. principal and interest payments) requirements, equity method or other equity investments, capital expenditures, and acquisitions of or investment in businesses and from time to time, funding operational cash flow needs of the Starz Business through parent net investment.

Redeemable Noncontrolling Interests. In addition, the Company has a redeemable noncontrolling interest balance of $406.2 million, $343.6 million and $321.2 million as of December 31, 2023 and March 31, 2023 and 2022, respectively, related to its acquisition of a controlling interest, consisting of a limited liability company interest in each of Pilgrim Media Group and 3 Arts Entertainment, which may require the use of cash in the event the holders of the noncontrolling interests require the Company to repurchase their interests (see Note 11 to our audited combined financial statements and Note 9 to our unaudited interim condensed combined financial statements).

- *3 Arts Entertainment.* As of December 31, 2023, the Company had a redeemable noncontrolling interest representing 49% of 3 Arts Entertainment. The noncontrolling interest was subject to put and call options at

fair value that were exercisable during the period ended December 31, 2023. On January 2, 2024, Lionsgate closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194 million. In addition, Lionsgate purchased certain profit interests held by certain managers and entered into certain option rights agreements, which replaced the put and call rights discussed above by providing noncontrolling interest holders the right to sell to Lionsgate and Lionsgate the right to purchase their remaining (24%) interest beginning in January 2027.

- *Pilgrim Media Group.* The Company has a remaining redeemable noncontrolling interest representing 12.5% of Pilgrim Media Group. The noncontrolling interest holder has a right to put and the Company has a right to call the noncontrolling interest at fair value, subject to a cap, exercisable for thirty (30) days beginning November 12, 2024, as amended.

We may from time to time seek to retire or purchase or refinance our outstanding debt through cash purchases, and/or exchanges for equity securities, in open market purchases, privately negotiated transactions, refinancings, or otherwise. Such repurchases or exchanges or refinancings, if any, will depend on prevailing market conditions, our liquidity requirements, our assessment of opportunities to lower interest expense, contractual restrictions and other factors, and such repurchases or exchanges could result in a charge from the early extinguishment of debt. The amounts involved may be material.

Anticipated Cash Requirements. The nature of our business is such that significant initial expenditures are required to produce, acquire, distribute and market films and television programs, while revenues from these films and television programs are earned over an extended period of time after their completion or acquisition. In addition to the cash requirements of any potential future redemption of our noncontrolling interests as discussed above, which we may fund with a combination of cash on hand, borrowings under our line of credit and/or new financing arrangements, we have other anticipated cash requirements outside of our normal operations.

In the short-term, we currently expect that our cash requirements for productions will decrease and that our cash requirements for marketing spend will increase in fiscal 2024 as compared to fiscal 2023.

However, we currently believe that cash flow from operations, cash on hand, revolving credit facility availability, the monetization of trade accounts receivable, tax-efficient financing, the availability of our Production Tax Credit Facility, IP Credit Facility and Backlog Facility and other financing obligations, and available production financing will be adequate to meet known operational cash and debt service (i.e. principal and interest payments) requirements for the next 12 months and beyond, including the funding of future film and television production, and theatrical and home entertainment release schedules, and future equity method or other investment funding requirements. We monitor our cash flow liquidity, availability, fixed charge coverage, capital base, film spending and leverage ratios with the long-term goal of maintaining our credit worthiness.

Following the Business Combination, as further described below, our capital structure and sources of liquidity will change from our historical capital structure and sources of liquidity as a result of the planned intercompany debt arrangements. See, "*Post Business Combination Studio Corporate Debt*" below for further discussion.

Our current financing strategy is to fund operations and to leverage investment in films and television programs in the short-term and long-term, through our cash flow from operations, our restructured revolving credit facility, restructured term loans, production loans, government incentive programs, the monetization of trade accounts receivable, our Production Tax Credit Facility, our IP Credit Facility, our Backlog Facility, and other obligations. In addition, we may acquire businesses or assets, including individual films or libraries that are complementary to our business. Any such transaction could be financed through our cash flow from operations, credit facilities, equity or debt financing. If additional financing beyond our existing cash flows from operations and credit facilities cannot fund such transactions, there is no assurance that such financing will be available on terms acceptable to us. Our ability to obtain any additional financing will depend on, among other things, our

business plans, operating performance, the condition of the capital markets at the time we seek financing, and short and long-term debt ratings assigned by independent rating agencies. Additionally, circumstances related to inflation and rising interest rates and bank failures has caused disruption in the capital markets, which could make financing more difficult and/or expensive, and we may not be able to obtain such financing. We may also dispose of businesses or assets, including individual films or libraries, and use the net proceeds from such dispositions to fund operations or such acquisitions, or to repay debt.

Material Cash Requirements from Known Contractual and Other Obligations. Our material cash requirements from known contractual and other obligations primarily relate to our Senior Credit Facilities and film related obligations. The following table sets forth our significant contractual and other obligations as of December 31, 2023 and the estimated timing of payment, prior to the planned intercompany debt arrangements discussed below in the section titled, "*Post Business Combination Studio Corporate Debt*":

	Total	Next 12 Months	Beyond 12 Months
	(Amounts in millions)		
Future annual repayment of debt and other obligations recorded as of December 31, 2023 (on-balance sheet arrangements)			
Senior Credit Facilities[1]			
Revolving credit facility[2]	$ 375.0	$ —	$ 375.0
Term Loan A[2]	407.1	37.8	369.3
Term Loan B	822.3	12.5	809.8
Film related obligations[3]	1,821.5	1,258.2	563.3
Content related payables[4]	75.3	66.7	8.6
Operating lease obligations[5]	342.3	35.1	307.2
	3,843.5	1,410.3	2,433.2
Contractual commitments by expected repayment date (off-balance sheet arrangements)			
Film related obligations commitments[6]	260.1	180.6	79.5
Interest payments[7]	189.7	119.9	69.8
Other contractual obligations	343.8	69.8	274.0
	793.6	370.3	423.3
Total future repayment of debt and other commitments under contractual obligations[8]	$ 4,637.1	$ 1,780.6	$ 2,856.5

(1) See Note 7 to our audited combined financial statements and Note 6 to our unaudited interim condensed combined financial statements for further information on our corporate debt.

(2) The outstanding amounts under the Revolving Credit Facility and Term Loan A may become due on December 23, 2024 (i.e. 91 days prior to March 24, 2025) prior to its maturity on April 6, 2026 in the event that the aggregate principal amount of outstanding Term Loan B in excess of $250 million has not been repaid, refinanced or extended to have a maturity date on or after July 6, 2026. The Company expects to refinance and extend the maturity date of the Term Loan B prior to December 23, 2024 such that the maturity of the revolving credit facility and Term Loan A are not accelerated.

(3) See Note 8 to our audited combined financial statements and Note 7 to our unaudited interim condensed combined financial statements for further information on our film related obligations.

(4) Content related payables include minimum guarantees included on our combined balance sheets, which represent amounts payable for film or television rights that we have acquired or licensed.

(5) See Note 9 to our audited combined financial statements for further information on leases.

(6) Film related obligations commitments include distribution and marketing commitments, minimum guarantee commitments, and production loan commitments not reflected on the combined balance sheet as

they did not then meet the criteria for recognition. See Note 17 to our audited combined financial statements for further information.

(7) Includes cash interest payments on our Senior Credit Facilities and film related obligations, based on the applicable SOFR interest rates at December 31, 2023, net of payments and receipts from the Company's interest rate swaps, and excluding the interest payments on the revolving credit facility as future amounts are not fixed or determinable due to fluctuating balances and interest rates.

(8) Not included in the amounts above are $406.2 million of redeemable noncontrolling interest, as future amounts and timing are subject to a number of uncertainties such that we are unable to make sufficiently reliable estimations of future payments. As discussed above, on January 2, 2024, the Company closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194 million. See Note 11 to our audited combined financial statements and Note 9 to our unaudited interim condensed combined financial statements.

For additional details of commitments and contingencies, see Note 17 to our audited combined financial statements.

Remaining Performance Obligations and Backlog

Remaining performance obligations represent deferred revenue on the balance sheet plus fixed fee or minimum guarantee contracts where the revenue will be recognized and the cash received in the future (i.e., backlog). As disclosed in Note 12 to our audited combined financial statements, remaining performance obligations were $1.7 billion at March 31, 2023 (March 31, 2022 - $1.5 billion). As disclosed in Note 10 to our unaudited interim condensed combined financial statements, remaining performance obligations were $1.9 billion at December 31, 2023. The backlog portion of remaining performance obligations (excluding deferred revenue) was $1.5 billion at March 31, 2023 (March 31, 2022 - $1.3 billion), respectively and $1.6 billion at December 31, 2023.

Post Business Combination Studio Corporate Debt

In connection with the Business Combination, the Studio Business and Lionsgate will enter into a shared-services arrangement and an intercompany debt arrangement, among other agreements. It is expected that the shared-services arrangement will reflect substantially all of Lionsgate's corporate general and administrative functions and costs remaining with the Studio Business, as further discussed above. It is expected that the intercompany debt arrangement will provide that the outstanding obligations and debt service requirements (principal and interest payments) of the Studio Business will remain substantially the same as under Lionsgate's Senior Credit Facilities. In addition, the terms of Lionsgate's interest rate swap arrangements will be transferred to the Studio Business. However, the Studio Business's availability under the Lionsgate revolving credit facility will be $1.1 billion, reduced from Lionsgate's total availability of $1.25 billion, such that a portion of the borrowing capacity is allocated to Lionsgate's Starz entities. The terms of such intercompany debt arrangement are subject to change and may not ultimately be comparable with the Senior Credit Facilities.

Discussion of Operating, Investing, Financing Cash Flows

Nine Months Ended December 31, 2023 Compared to Nine Months Ended December 31, 2022

Cash, cash equivalents and restricted cash increased by $45.5 million for the nine months ended December 31, 2023 and increased by $74.3 million for the nine months ended December 31, 2022, before foreign exchange effects on cash. Components of these changes are discussed below in more detail.

Operating Activities. Cash flows provided by operating activities for the nine months ended December 31, 2023 and 2022 were as follows:

	Nine Months Ended December 31,		
	2023	2022	Net Change
	(Amounts in millions)		
Net Cash Flows Provided By Operating Activities	$401.5	$287.7	$ 113.8

Cash flows provided by operating activities for the nine months ended December 31, 2023 were $401.5 million compared to cash flows provided by operating activities of $287.7 million for the nine months ended December 31, 2022. The increase in cash provided by operating activities is due to lower cash used for investment in film and television programs, decreases in accounts receivable, net, and decreases in due from the Starz Business and deferred revenue, offset by higher net loss and decreases in accounts payable and accrued liabilities. The nine months ended December 31, 2022 included proceeds of $188.7 million from the termination of interest rate swaps (see further discussion below for interest rate swap transactions in the prior year's period). In addition, cash flows provided by operating activities for the nine months ended December 31, 2023 included a net benefit of approximately $46.8 million from the monetization of accounts receivables programs, as compared to a net benefit of approximately $84.0 million for the nine months ended December 31, 2022 (see Note 17 to our unaudited interim condensed combined financial statements).

Investing Activities. Cash flows provided by (used in) investing activities for the nine months ended December 31, 2023 and 2022 were as follows:

	Nine Months Ended December 31,		
	2023	2022	Net Change
	(Amounts in millions)		
Purchase of eOne, net of cash acquired	$ (331.1)	$ —	$ (331.1)
Proceeds from the sale of equity method and other investments	5.2	46.3	(41.1)
Investment in equity method investees and other	(11.3)	(17.5)	6.2
Other	16.5	5.1	11.4
Capital expenditures	(5.1)	(4.5)	(0.6)
Net Cash Flows Provided By (Used In) Investing Activities	$ (325.8)	$ 29.4	$ (355.2)

Cash flows used in investing activities of $325.8 million for the nine months ended December 31, 2023 compared to cash flows provided by investing activities of $29.4 million for the nine months ended December 31, 2022, primarily due to cash used for the purchase of eOne, net of cash acquired, in the current period and lower proceeds from the sale of equity method and other investments due to the sale of a portion of our ownership interest in STARZPLAY Arabia in the prior year's period, partially offset by lower cash used for investment in equity method investees and other.

Financing Activities. Cash flows used in financing activities for the nine months ended December 31, 2023 and 2022 were as follows:

	Nine Months Ended December 31,		
	2023	2022	Net Change
	(Amounts in millions)		
Debt - borrowings	$ 2,270.5	$ 1,238.0	$ 1,032.5
Debt - repayments	(1,926.0)	(1,452.1)	(473.9)
Net proceeds from (repayments of) debt	344.5	(214.1)	558.6
Film related obligations - borrowings	1,072.9	1,330.2	(257.3)
Film related obligations - repayments	(1,317.7)	(599.5)	(718.2)
Net (repayments of) proceeds from film related obligations	(244.8)	730.7	(975.5)
Parent net investment	(127.6)	(620.1)	492.5
Other financing activities	(2.3)	(139.3)	137.0
Net Cash Flows Used In Financing Activities	$ (30.2)	$ (242.8)	$ 212.6

Cash flows used in financing activities of $30.2 million for the nine months ended December 31, 2023 compared to cash flows used in financing activities of $242.8 million for the nine months ended December 31, 2022. Net parent investment reflects the net funding provided or distributions received from the Starz Business.

Cash flows used in financing activities for the nine months ended December 31, 2023 primarily reflects net film related obligations repayments of $244.8 million due to net repayments under production loans and the Production Tax Credit Facility of $165.2 million and net repayments under the Backlog Facility, IP Credit Facility and other of $79.6 million. These uses of cash were partially offset by net proceeds from debt of $344.5 million in the nine months ended December 31, 2023, which included net borrowings under our revolving credit facility of $375.0 million to fund the purchase of eOne, which were offset by required repayments on our term loans and payments for other financing activities of $2.3 million.

Cash flows used in parent net investment in the nine months ended December 31, 2023 of $127.6 million consists of cash pooling and general financing activities and funding to the Starz Business to settle amounts due from the Starz Business related to the Company's licensing arrangements with the Starz Business.

Cash flows used in financing activities of $242.8 million for the nine months ended December 31, 2022 primarily reflects cash flows used in parent net investment (as described below), net debt repayments of $214.1 million due to the April 2022 voluntary prepayment of the entire outstanding principal amount of $193.6 million of the Term Loan A due March 22, 2023, required repayments on our term loans and other financing activities of $139.3 million (as described below). These cash uses were partially offset by net film related obligations borrowings of $730.7 million due to net borrowings under production loans and the Production Tax Credit Facility of $471.7 million and net borrowings under the Backlog Facility, IP Credit Facility and other of $259.0 million.

Cash flows used in parent net investment in the nine months ended December 31, 2022 of $620.1 million consists of cash pooling and general financing activities and funding to the Starz Business to settle amounts due from the Starz Business related to the Company's licensing arrangements with the Starz Business.

Other financing activities in the nine months ended December 31, 2022 includes $134.5 million for interest rate swap settlement payments due to the pay down of the financing component of our terminated interest rate swaps (inclusive of payments made between April 1, 2022 and the termination date amounting to $3.2 million)

(see discussion above in "*Operating Activities*", and Note 16 to our unaudited interim condensed combined financial statements).

Fiscal 2023 Compared to Fiscal 2022 and Fiscal 2022 Compared to Fiscal 2021

Cash, cash equivalents and restricted cash decreased by $17.1 million for the fiscal year ended March 31, 2023, decreased by $90.2 million for the fiscal year ended March 31, 2022 and increased by $132.3 million for the fiscal year ended March 31, 2021, before foreign exchange effects on cash. Components of these changes are discussed below in more detail.

Operating Activities. Cash flows provided by (used in) operating activities for the fiscal years ended March 31, 2023, 2022 and 2021 were as follows:

	Year Ended March 31,			2023 vs 2022 Net Change	2022 vs 2021 Net Change
	2023	2022	2021		
	(Amounts in millions)				
Net Cash Flows Provided By (Used In) Operating Activities	$346.1	$(435.0)	$(232.4)	$ 781.1	$ (202.6)

Cash flows provided by operating activities for the fiscal year ended March 31, 2023 were $346.1 million compared to cash flows used in operating activities of $435.0 million for the fiscal year ended March 31, 2022 and cash flows used in operating activities of $232.4 million for the fiscal year ended March 31, 2021.

The greater cash provided by operating activities in fiscal 2023, compared to fiscal 2022 is due to lower use of cash from changes in operating assets and liabilities of $721.6 million driven by lower cash used for investment in films and television programs, proceeds from the termination of interest rate swaps (see further discussion below for interest rate swap transactions in fiscal 2023), reduction in cash used for other assets and higher cash from other changes in operating assets and liabilities related to participations and residuals. The lower cash used in changes in operating assets and liabilities was partially offset by higher use of cash related to higher interest associated with higher interest rates and film related obligations balances. In addition, cash flows used in operating activities for the fiscal year ended March 31, 2023 included a net benefit of approximately $22.8 million from the monetization of accounts receivables programs, as compared to a net use of cash of approximately $107.3 million for the fiscal year ended March 31, 2022.

During the fiscal year ended March 31, 2023, we terminated certain interest rate swaps (a portion of which were considered hybrid instruments with a financing component and an embedded at-market derivative that was a designated cash flow hedge), and received approximately $56.4 million. The $56.4 million received was classified in the combined statement of cash flows as cash provided by operating activities of $188.7 million reflecting the amount received for the derivative portion of the termination of swaps (and presented in the "proceeds from the termination of interest rate swaps" line item on the combined statement of cash flows), and a use of cash in financing activities of $134.5 million reflecting the pay down of the financing component of the Terminated Swaps (inclusive of payments made between April 1, 2022 and the termination date amounting to $3.2 million) (see *Financing Activities* below). See Note 18 to our audited combined financial statements.

The increase in cash used in operating activities in fiscal 2022, compared to fiscal 2021 is due to greater use from changes in operating assets and liabilities, partially offset by lower net loss and higher amortization of films and television programs. The greater use of cash from changes in operating assets and liabilities was driven by increased cash used for investment in films and television programs due to increased production activity in fiscal 2022 as compared to fiscal 2021, which was impacted by the pausing of productions associated with the COVID-19 global pandemic, increases in accounts receivable, net and increases in other assets. In addition, cash flows used in operating activities for the fiscal year ended March 31, 2022 included a net use of cash of approximately $107.3 million from the monetization of accounts receivables programs, as compared to a net benefit of approximately $11.6 million for the fiscal year ended March 31, 2021.

Investing Activities. Cash flows provided by (used in) investing activities for the fiscal years ended March 31, 2023, 2022 and 2021 were as follows:

	Year Ended March 31,			2023 vs 2022 Net Change	2022 vs 2021 Net Change
	2023	2022	2021		
	(Amounts in millions)				
Investing Activities:					
Proceeds from the sale of equity method and other investments	$ 46.3	$ 1.5	$ 5.1	$ 44.8	$ (3.6)
Investment in equity method investees and other	(17.5)	(14.0)	(0.2)	(3.5)	(13.8)
Distributions from equity method investees and other	1.9	7.2	—	(5.3)	7.2
Acquisition of assets (film library and related assets)	—	(161.4)	—	161.4	(161.4)
Other	7.1	(7.9)	5.0	15.0	(12.9)
Capital expenditures	(6.5)	(6.1)	(10.2)	(0.4)	4.1
Net Cash Flows Provided By (Used In) Investing Activities	$ 31.3	$(180.7)	$ (0.3)	$ 212.0	$ (180.4)

Cash flows provided by investing activities of $31.3 million for the fiscal year ended March 31, 2023 compared to cash flows used in investing activities of $180.7 million for the fiscal year ended March 31, 2022 and cash flows used in investing activities of $0.3 million for the fiscal year ended March 31, 2021. Cash provided by investing activities in fiscal 2023 reflects proceeds from the sale of a portion of our ownership interest in STARZPLAY Arabia, partially offset by cash used for investment in equity method investees and other as reflected above. Cash used in investing activities in fiscal 2022 primarily relates to cash used for the acquisition of a film library and related assets and investment in equity method investees and other as reflected above.

Financing Activities. Cash flows provided by financing activities for the fiscal years ended March 31, 2023, 2022 and 2021 were as follows:

	Year Ended March 31,			2023 vs 2022 Net Change	2022 vs 2021 Net Change
	2023	2022	2021		
	(Amounts in millions)				
Financing Activities:					
Debt- borrowings, net of debt issuance and redemption costs	$ 1,523.0	$ 1,494.3	$ 200.0	$ 28.7	$ 1,294.3
Debt- repurchases and repayments	(1,745.8)	(1,629.5)	(265.0)	(116.3)	(1,364.5)
Net repayments and repurchases of debt	(222.8)	(135.2)	(65.0)	(87.6)	(70.2)
Film related obligations- borrowings	1,584.7	1,083.0	392.5	501.7	690.5
Film related obligations- repayments	(956.5)	(272.6)	(53.0)	(683.9)	(219.6)
Net proceeds from film related obligations	628.2	810.4	339.5	(182.2)	470.9
Parent net investment	(621.3)	(119.7)	116.2	(501.6)	(235.9)
Other financing activities	(178.6)	(30.0)	(25.7)	(148.6)	(4.3)
Net Cash Flows Provided By (Used In) Financing Activities	$ (394.5)	$ 525.5	$ 365.0	$ (920.0)	$ 160.5

Cash flows used in financing activities of $394.5 million for the fiscal year ended March 31, 2023 compared to cash flows provided by financing activities of $525.5 million for the fiscal year ended March 31, 2022 and cash flows provided by financing activities of $365.0 million for the fiscal year ended March 31, 2021. Net parent investment reflects the net funding provided or distributions received from the Starz Business.

Cash flows used in financing activities for fiscal 2023 primarily reflects net debt repayments and repurchases of $222.8 million, parent net investment of $621.3 million and other financing activities of $178.6 million, offset by net film related obligations borrowings of $628.2 million due to net borrowings under production loans and the Production Tax Credit Facility of $385.4 million and net borrowings under the Backlog Facility, IP Credit Facility and Distribution Loans of $242.8 million.

Net debt repayments and repurchases of $222.8 million in fiscal 2023 included the below transaction, along with required repayments on our term loans:

- In April 2022, we voluntarily prepaid the entire outstanding principal amount of the Term Loan A due March 22, 2023 of $193.6 million.

Cash flows used in parent net investment in fiscal 2023 of $621.3 million consists of cash pooling and general financing activities and funding to the Starz Business to settle amounts due from the Starz Business related to the Company's licensing arrangements with the Starz Business.

In addition, other financing activities in the fiscal year ended March 31, 2023 includes $134.5 million for interest rate swap settlement payments due to the pay down of the financing component of our terminated interest rate swaps in fiscal 2023 (inclusive of payments made between April 1, 2022 and the termination date amounting to $3.2 million) (see discussion above in "*Operating Activities*", and Note 18 to our audited combined financial statements). Other financing activities also includes the purchase of noncontrolling interest of $36.5 million representing the settlement of the exercised Pilgrim Media Group put option.

Cash flows provided by financing activities for fiscal 2022 primarily reflects net proceeds from film related obligations of $810.4 million due to net borrowings under production loans and the Production Tax Credit Facility of $691.7 million and net borrowings under the IP Credit Facility of $118.7 million, offset by net debt repayments and repurchases of $135.2 million. Net debt repayments and repurchases of $135.2 million in fiscal 2022 include the below transactions, along with required repayments on our term loans and other items:

- On April 6, 2021, we amended our Credit Agreement to, among other things, extend the maturity of a portion of our revolving credit commitments, amounting to $1.25 billion, and a portion of our outstanding term A loans, amounting to $444.9 million to April 6, 2026.
- During fiscal 2022, the Company also completed a series of repurchases of the Term Loan B and, in aggregate, paid $95.3 million to repurchase $96.0 million principal amount of the Term Loan B.

Cash flows provided by financing activities for fiscal 2021 primarily reflects net proceeds from film related obligations of $339.5 million as production activity increased in the third and fourth quarters of fiscal 2021, and net debt repayments of $65.0 million.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Currency and Interest Rate Risk Management

Market risks relating to our operations result primarily from changes in interest rates and changes in foreign currency exchange rates. Our exposure to interest rate risk results from the financial debt instruments that arise from transactions entered into during the normal course of business. Our exposure to foreign currency exchange risk is related to transactions in currencies other than the U.S. Dollar. As part of our overall risk management program, we evaluate and manage our exposure to changes in interest rates and currency exchange risks on an ongoing basis. Hedges and derivative financial instruments will continue to be used in the future in order to manage our interest rate and currency exposure. We have no intention of entering into financial derivative contracts, other than to hedge a specific financial risk.

Currency Rate Risk. Our foreign subsidiaries, sales and certain operating expenses expose us to foreign currency exchange risk. Historically, we entered into forward foreign exchange contracts to hedge our foreign

currency exposures on future production expenses denominated in various foreign currencies. These contracts are entered into with major financial institutions as counterparties. We are exposed to credit loss in the event of nonperformance by the counterparty, which is limited to the cost of replacing the contracts, at current market rates. We do not require collateral or other security to support these contracts. See Note 18 to our audited combined financial statements for additional information on our financial instruments.

Interest Rate Risk. At December 31, 2023, we had interest rate swap agreements to fix the interest rate on $1.7 billion of variable rate SOFR-based debt. See Note 18 to our audited combined financial statements and Note 16 to our unaudited interim condensed combined financial statements for additional information. The difference between the fixed rate to be paid and the variable rate received under the terms of the interest rate swap agreements will be recognized as interest expense for the related debt. Changes in the variable interest rates to be paid or received pursuant to the terms of the interest rate swap agreements will have a corresponding effect on future cash flows.

Certain of our borrowings, primarily borrowings under our Senior Credit Facilities, and our film related obligations, are, and are expected to continue to be, at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease. The applicable margin with respect to loans under the revolving credit facility and Term Loan A is a percentage per annum equal to SOFR plus 0.10% plus 1.75% margin. The applicable margin with respect to loans under our Term Loan B is a percentage per annum equal to SOFR plus 0.10% plus 2.25% margin. Assuming the revolving credit facility is drawn up to its maximum borrowing capacity of $1.25 billion, based on the applicable SOFR in effect as of December 31, 2023, each quarter point change in interest rates would result in a $1.9 million change in annual net interest expense on the revolving credit facility, Term Loan A, Term Loan B and interest rate swap agreements.

The variable interest film related obligations (which includes our production loans, Production Tax Credit Facility, IP Credit Facility, Backlog Facility and other) incur primarily SOFR-based interest, with applicable margins ranging from 0.25% to 2.25% per annum. As of December 31, 2023, a quarter point increase of the interest rates on the variable interest film related obligations would result in $3.2 million in additional costs capitalized to the respective film or television asset for production loans (based on the outstanding principal amount of such loans), and a $1.4 million change in annual net interest expense (based on the outstanding principal amount of such loans, and assuming the Production Tax Credit Facility and Backlog Facility are utilized up to their maximum capacity of $250.0 million and $175.0 million, respectively).

The following table presents information about our financial instruments that are sensitive to changes in interest rates. The table also presents the cash flows of the principal amounts of the financial instruments, or the cash flows associated with the notional amounts of interest rate derivative instruments, and related weighted-average interest rates by expected maturity or required principal payment dates and the fair value of the instrument as of December 31, 2023:

	Three Months Ending March 31,	Year Ending March 31,						Fair Value December 31,
	2024	2025	2026	2027	2028	Thereafter	Total	2023
	(Amounts in millions)							
Variable Rates:								
Revolving Credit Facility[(1)(2)]	$ —	$ —	$ —	$375.0	$ —	$ —	$ 375.0	$ —
Average Interest Rate	—	—	—	7.20%	—	—		
Term Loan A[(1)(2)]	7.8	41.2	44.5	313.6	—	—	407.1	403.0
Average Interest Rate	7.20%	7.20%	7.20%	7.20%	—	—		
Term Loan B[(1)]	3.1	819.2	—	—	—	—	822.3	814.1
Average Interest Rate	7.70%	7.70%	—	—	—	—		
Film related obligations[(3)]	377.7	1,114.5	193.8	26.3	109.2	—	1,821.5	1,821.5
Average Interest Rate	7.24%	6.94%	6.45%	7.78%	6.60%	—		
Fixed Rates:								
Interest Rate Swaps[(4)]								
Variable to fixed notional amount	—	1,700.0	—	—	—	—	1,700.0	34.2

(1) The effective interest rate in the table above is before the impact of interest rate swaps.

(2) The outstanding amounts under the Revolving Credit Facility and Term Loan A may become due on December 23, 2024 (i.e. 91 days prior to March 24, 2025) prior to its maturity on April 6, 2026 in the event that the aggregate principal amount of outstanding Term Loan B in excess of $250 million has not been repaid, refinanced or extended to have a maturity date on or after July 6, 2026. The Company expects to refinance and extend the maturity date of the Term Loan B prior to December 23, 2024 such that the maturity of the revolving credit facility and Term Loan A are not accelerated.

(3) Represents amounts outstanding under film related obligations (i.e., production loans, Production Tax Credit Facility, Backlog Facility and other, and IP Credit Facility), actual amounts outstanding and the timing of expected future repayments may vary in the future (see Note 8 to our audited combined financial statements and Note 7 to our unaudited interim condensed combined financial statements for further information).

(4) Represents interest rate swap agreements on certain of our SOFR-based floating-rate debt with fixed rates paid ranging from 2.723% to 2.915% with maturities in March 2025. See Note 18 to our audited combined financial statements and Note 16 to our unaudited interim condensed combined financial statements.

BUSINESS OF LG STUDIOS AND CERTAIN INFORMATION ABOUT LG STUDIOS

All amounts discussed in this section are in millions of U.S. dollars, unless otherwise indicated. This section discusses the business of LG Studios. Unless the context otherwise requires, references in this section to Lionsgate are to Lions Gate Parent.

Introduction

LG Studios is Lionsgate Studios Corp., a British Columbia corporation. LG Studios is a successor in interest to SEAC II Corp. (**New SEAC**"), which was a Cayman Islands exempted company and a wholly-owned subsidiary of SEAC. In accordance with the consummation of the Business Combination described herein, which was completed on May 13, 2024, New SEAC effected a deregistration pursuant to and in accordance with Sections 206 through 209 of the Companies Act and a continuation and domestication as a British Columbia company in accordance with the BC Act, pursuant to which jurisdiction of incorporation of New SEAC was changed from the Cayman Islands to British Columbia, Canada.

Overview

LG Studios encompasses world-class motion picture and television studio operations, designed to bring a unique and varied portfolio of entertainment to consumers around the world. LG Studios' film, television and location-based entertainment businesses are backed by a more than 20,000-title library and a valuable collection of iconic film and television franchises.

LG Studios manages and reports its operating results through two reportable business segments: *Motion Picture* and *Television Production*. LG Studios refers to its *Motion Picture* and *Television Production* segments as its *Studio Business*.

Segment Information

Motion Picture: LG Studios' *Motion Picture* segment includes revenues derived from the following:

- *Theatrical*. The domestic theatrical release of motion pictures licensed to theatrical exhibitors on a picture-by-picture basis (distributed by LG Studios directly in the U.S. and through a sub-distributor in Canada). The revenues from Canada are reported net of distribution fees and release expenses of the Canadian sub-distributor. The financial terms that LG Studios negotiates with its theatrical exhibitors in the U.S. generally provide that LG Studios receives a percentage of the box office results.
- *Home Entertainment*. The sale or rental of LG Studios' film productions and acquired or licensed films and certain television programs (including theatrical and direct-to-video releases) on packaged media and through digital media platforms (including pay-per-view and video-on-demand platforms, electronic sell through, and digital rental). In addition, LG Studios has revenue sharing arrangements with certain digital media platforms which generally provide that, in exchange for a nominal or no upfront sales price, LG Studios shares in the rental or sales revenues generated by the platform on a title-by-title basis.
- *Television*. The licensing of LG Studios' theatrical productions and acquired films to the linear pay, basic cable and free television markets. In addition, when a license in LG Studios' traditional pay television window is made to a subscription video-on-demand or other digital platform, the revenues are included here.
- *International*. The (i) licensing of LG Studios' productions, acquired films, LG Studios' catalog product and libraries of acquired titles to international distributors, on a territory-by-territory basis, and (ii) the direct distribution of LG Studios' productions, acquired films, and LG Studios' catalog product and libraries of acquired titles in the United Kingdom.

- *Other*. Among others, the licensing of LG Studios' film and television and related content (e.g., games, music, location-based entertainment royalties, etc.) to other ancillary markets.

Television Production: LG Studios' *Television Production* segment includes revenues derived from the following:

- *Television*. The licensing to domestic markets (linear pay, basic cable, free television and syndication) of scripted and unscripted series, television movies, mini-series and non-fiction programming. Television revenues include fixed fee arrangements as well as arrangements in which LG Studios earns advertising revenue from the exploitation of certain content on television networks. Television revenues also include revenue from licenses to subscription video-on-demand platforms in which the initial license of a television series is to a subscription video-on-demand platform.
- *International*. The licensing and syndication to international markets of scripted and unscripted series, television movies, mini-series and non-fiction programming.
- *Home Entertainment*. The sale or rental of television production movies or series on packaged media and through digital media platforms.
- *Other*. Among others, the licensing of LG Studios' television programs to other ancillary markets, the sales and licensing of music from the television broadcasts of LG Studios' productions, and from commissions and executive producer fees earned related to talent management.

Segment Revenue

For the nine months ended December 31, 2023, contributions to the combined revenues of LG Studios from its reporting segments included *Motion Picture*, 59.1% and *Television Production*, 40.9%.

Within the *Motion Picture* segment, revenues were generated from the following:

- Theatrical, 15.6%;
- Home Entertainment, 44.8%;
- Television, 17.2%;
- International, 20.5%; and
- Motion Picture-Other, 1.9%.

Within the *Television Production* segment, revenues were generated from the following:

- Television, 64.4%;
- International, 16.0%;
- Home Entertainment, 13.3%; and
- Television Production-Other, 6.3%.

Corporate Strategy

LG Studios manages a large and diversified portfolio of film and television content that it licenses to theatrical exhibitors, streaming, broadcast, pay cable and other platform partners worldwide. LG Studios maintains a disciplined, targeted and cost-effective approach to the acquisition, production, marketing and distribution of that content. This strategic focus on content makes it a preferred supplier to third-party buyers. The extension of LG Studios' portfolio of brands and franchises, creation of new intellectual properties and rigorous focus on retaining key rights to its content is designed to create incremental long-term value for shareholders through a combination of current releases and one of the most valuable film and television libraries in the world.

Motion Picture - Theatrical

Production and Acquisition

LG Studios takes a disciplined approach to theatrical production, with the goal of producing content that can be distributed through various domestic and international platforms. In doing so, LG Studios may mitigate the financial risk associated with production by:

- Negotiating co-financing development and co-production agreements which may provide for cost-sharing with one or more third-parties;
- Pre-licensing international distribution rights on a selective basis, including through international output agreements (which license rights to distribute a film in one or more media generally for a limited term, and in one or more specific territories prior to completion of the film);
- Structuring agreements that provide for talent participation in the financial success of the film in exchange for reduced guaranteed "up-front payments" that would be paid regardless of the film's success; and
- Utilizing governmental incentives, programs and other structures from state and foreign countries (e.g., sales tax refunds, transferable tax credits, refundable tax credits, low interest loans, direct subsidies or cash rebates, calculated based on the amount of money spent in the particular jurisdiction in connection with the production).

LG Studios' approach to acquiring films complements its theatrical production strategy—LG Studios typically seeks to limit its financial exposure while adding films with high potential for commercial box office success, critical recognition and successful monetization across a broad array of platforms.

Distribution

The economic life of a motion picture may consist of its exploitation in theaters, on packaged media and on various digital and television platforms in territories around the world. LG Studios generally distributes motion pictures directly to movie theaters in the U.S. whereby the exhibitor retains a portion of the gross box office receipts and the balance is remitted to the distributor. Concurrent with their release in the U.S., films are generally released in Canada and one or more other foreign countries. LG Studios constructs release schedules taking into account moviegoer attendance patterns and competition from other studios' scheduled theatrical releases. After the initial theatrical release, distributors seek to maximize revenues by releasing films in sequential release date windows, which may be exclusive against other non-theatrical distribution platforms. In certain circumstances, LG Studios' distribution strategy has and may continue to change, and certain films intended for theatrical release may be licensed to other platforms.

Producing, marketing and distributing films can involve significant risks and costs, and can cause LG Studios' financial results to vary depending on the timing of a film's release. For instance, marketing costs are generally incurred before and throughout the theatrical release of a film and are expensed as incurred. Therefore, LG Studios typically incurs losses with respect to a particular film prior to and during the film's theatrical exhibition, and profitability for the film may not be realized until after its theatrical release window. Further, LG Studios may revise the release date of a film as the production schedule changes or in such a manner as LG Studios believes is likely to maximize revenues or for other business reasons. Additionally, there can be no assurance that any of the films scheduled for release will be completed and/or in accordance with the anticipated schedule or budget, or that the film will ever be released.

Theatrical Releases

For the fiscal year ended March 31, 2024, LG Studios releasedtwenty-six (26) films theatrically in the U.S. across its labels (including with LG Studios' partnership with Roadside Attractions). Such titles and their release patterns included the following:

Fiscal 2024 Theatrical Releases

Title	Release Date	Release Pattern	Label/Partnership
Are You There God? It's Me, Margaret	April 28, 2023	Theatrical and Accelerated Home Entertainment	Lionsgate
Sisu	April 28, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
About My Father	May 26, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
The Blackening	June 16, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
Joy Ride	July 7, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
Expend4bles	September 22, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
Saw X	September 29, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
The Hunger Games: The Ballad of Songbirds & Snakes	November 17, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
Silent Night	December 1, 2023	Theatrical and Premium Video-on-Demand	Lionsgate
Ordinary Angels	February 23, 2024	Theatrical and Premium Video-on-Demand	Lionsgate
Imaginary	March 8, 2024	Theatrical and Premium Video-on-Demand	Lionsgate
Arthur the King	March 15, 2024	Theatrical and Premium Video-on-Demand	Lionsgate

Fiscal 2024 Theatrical Releases

Title	Release Date	Release Pattern	Label/Partnership
Somewhere in Queens	April 21, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Fool's Paradise	May 12, 2023	Theatrical and Premium Video-on-Demand	Roadside Attractions
The Last Rider	June 23, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Black Ice	July 14, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Dreamin' Wild	August 4, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Retribution	August 25, 2023	Theatrical and Premium Video-on-Demand	Roadside Attractions
Camp Hideout	September 15, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
The Marsh King's Daughter	November 3, 2023	Theatrical and Premium Video-on-Demand	Roadside Attractions

Fiscal 2024 Theatrical Releases			
Title	Release Date	Release Pattern	Label/Partnership
Beyond Utopia	November 3, 2023	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Scrambled	February 2,2024	Theatrical and Accelerated Home Entertainment	Roadside Attractions
The Monk and the Gun	February 9, 2024	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Bring Him to Me	February 23, 2024	Multi-Platform Theatrical and Home Entertainment	Roadside Attractions
Accidental Texan	March 8, 2024	Theatrical and Accelerated Home Entertainment	Roadside Attractions
Asphalt City	March 29, 2024	Theatrical and Accelerated Home Entertainment	Roadside Attractions

LG Studios continues to evaluate release strategies of its films by releasing solely and/or earlier on streaming platforms, initially releasing on premium video-on-demand, premium electronic sell-through, or by licensing directly to streaming platforms. In doing so, LG Studios capitalizes on increased optionality in distribution and maintains a platform agnostic approach to distribution to take full advantage of new windowing opportunities and alternative distribution strategies (while also continuing to work closely with LG Studios' theatrical exhibition partners).

Nominations and Awards

LG Studios and its affiliated companies (including its wholly-owned subsidiaries, Artisan Pictures, eOne, Mandate Pictures and Summit Entertainment, and Roadside Attractions, of which Lions Gate Parent owns a 43% equity interest) have distributed films that have earned numerous Academy Awards®, Golden Globe Awards®, Producers Guild Awards®, Screen Actors Guild Awards®, Directors Guild Awards®, BAFTA Awards and Independent Spirit Awards nominations and wins.

Motion Picture - Home Entertainment

LG Studios' U.S. home entertainment distribution operation exploits its film and television content library of more than 20,000 motion picture titles and television episodes and programs, consisting of titles from, among others, Lions Gate Parent, Lionsgate Television, Starz, LG Studios' subsidiaries, affiliates and joint ventures (such as Anchor Bay Entertainment, Artisan Entertainment, eOne, Grindstone Entertainment Group, Roadside Attractions, Summit Entertainment, Trimark and Vestron), as well as titles from third parties such as A24, A&E, AMC, Entertainment Studios, Gravitas, Saban Entertainment, StudioCanal, STX Entertainment, Tyler Perry Studios Visiona Romantica and Zoetrope. Home entertainment revenue consists of packaged media and digital revenue.

Packaged Media

LG Studios' packaged media distribution involves the marketing, promotion and/or sale ofDVDs/Blu-ray/4K Ultra HD discs to wholesalers and retailers in the U.S. and Canada. Fulfillment of physical distribution services are substantially licensed to Sony Pictures Home Entertainment. LG Studios distributes or sells content directly to retailers such as Wal-Mart, Target, Amazon and others who buy large volumes of LG Studios' discs to sell directly to consumers.

Digital Media

LG Studios considers alternative distribution strategies for its films and releases several titles solely and/or in an accelerated post-theatrical window on various digital platforms (including multi-platform distribution). LG

Studios directly distributes this and other content (including certain titles not distributed theatrically or on physical media) across a wide range of global distribution platforms and networks on an on-demand basis (whereby the viewer controls the timing of broadcast) through dozens of transactional (transactional video-on-demand and electronic-sell-through), subscription, ad-supported and free video-on-demand platforms. LG Studios also directly distributes content on a linear distribution basis (i.e., whereby the programmer controls the timing of playback) through various linear pay, basic cable, and free, over-the-air television platforms worldwide. Transactional video-on-demand services to which we license our content include, among others, Prime Video, Apple TV, Fandango at Home, YouTube, Google TV, Comcast Xfinity and Microsoft Movies & TV; subscription video-on demand services to which LG Studios licenses its content include, among others, Netflix, Hulu, Prime Video, Peacock, Paramount+ and Max; ad-supported video-on-demand services to which LG Studios licenses its content include, among others, The Roku Channel, Tubi TV, YouTube, Samsung and Pluto; and linear networks to which LG Studios distributes its content include, among others, pay television networks such as STARZ, MGM+, HBO and Showtime, and basic cable network groups such as NBCUniversal Cable Entertainment, Paramount Global Domestic Media Networks, Disney Entertainment, Warner Media Entertainment Networks and AMC Networks, as well as Bounce, Telemundo and UniMás. Additionally, we own and operate a suite of 13 multi-content and single series FAST channels carried by various platforms including, among others, Samsung, The Roku Channel, and Pluto.

Motion Picture - Television

LG Studios licenses its theatrical productions and acquired films to the domestic linear pay, basic cable and free television markets. For additional information regarding such distribution, see "*Motion Picture – Home Entertainment—Digital Media.*"

Motion Picture - International

LG Studios' international sales operations are headquartered at its offices in London, England. The primary components of LG Studios' international business are, on a territory-by-territory basis through third parties or directly through its international divisions:

- The licensing of rights in all media of its in-house feature film product and third-party acquisitions on an output basis;
- The licensing of rights in all media of its in-house product and third-party acquisitions on a sales basis for non-output territories;
- The licensing of third-party feature films on an agency basis; and
- Direct distribution of theatrical and/or ancillary rights licensing.

LG Studios licenses rights in all media on a territory-by-territory basis (other than the territories where LG Studios self-distributes) of (i) LG Studios' in-house feature film product, and (ii) films produced by third parties such as Ace Entertainment, Buzzfeed, Fifth Season, Asbury Park Pictures and Endurance Media. Films licensed and/or released by LG Studios internationally in fiscal 2024, included such in-house productions as *The Hunger Games: The Ballad of Songbirds & Snakes*, *Are You There God? It's Me Margaret*, *About My Father*, *Joy Ride*, *Saw X*, *Highlander*, *Now You See Me 3*, *Michael, Imaginary*, *Never Let Go (f/k/a Motherland)* and *Miller's Girl*, as well as films produced by third parties such as *Flight Risk*, *Anniversary*, *Ordinary Angels*, *Unsung Hero*, *The Blackening*, *The Strangers Trilogy*, *One Ranger*, *Float*, *Puppy Love*, *Love in Taipei* and *Love at First Sight*. Third-party films for which LG Studios was engaged as exclusive sales agent and/or released by LG Studios internationally for the nine months ended December 31, 2023 included *Bone Yard* and *The Fabulous Four*.

Through LG Studios' territory-by-territory sales and an output arrangement in France (for all rights for all media, including home entertainment and television eights), LG Studios generally covers a substantial portion of the production budget or acquisition cost of new theatrical releases which LG Studios licenses and distributes

internationally. LG Studios also distributes theatrical titles in Latin America through International Distribution Company, as well as theatrical rights in Canada through Cineplex Pictures.

LG Studios also self-distributes motion pictures in the United Kingdom and Ireland through Lions Gate International UK ("Lionsgate UK").

For the fiscal year ended March 31, 2024, Lionsgate UK released the following theatrical titles:

Fiscal 2024	
Lionsgate UK	
Title	**Release Date**
Are You There God? It's Me, Margaret	May 19, 2023
Joy Ride	August 4, 2023
Cobweb	September 1, 2023
Expend4bles	September 22, 2023
Saw X	September 29, 2023
The Miracle Club	October 13, 2023
Anatomy of a Fall	November 10, 2023
The Hunger Games: The Ballad of Songbirds & Snakes	November 17, 2023
The Iron Claw	February 9, 2024
Imaginary	March 8, 2024

Motion Picture - Other

Global Products and Experiences

LG Studios' Global Products and Experiences division drives incremental revenue and builds consumer engagement across LG Studios' entire portfolio of properties via live shows and experiences, location-based entertainment destinations, games, physical and digital merchandise, and through select strategic partnerships and investments.

Within the division, LG Studios' Global Live Entertainment business focuses on licensing, developing, and producing live stage shows, concerts, and live immersive experiences and events based on LG Studios' theatrical and television content. LG Studios has announced multiple live entertainment projects, including *Wonder*, *Nashville* and *La La Land* for Broadway, *The Hunger Games* for London, as well as a live dance show inspired by the *Step Up* film franchise. Live to film concerts currently touring globally include *La La Land*, *Dirty Dancing* and *Twilight*.

LG Studios' Interactive Entertainment business focuses on growing a slate that includes games across PC/console, mobile, virtual reality and more, both through stand-alone games based solely on LG Studios' content and the integration of LG Studios' properties with marquee games and platforms such as *Call of Duty*, *Dead By Daylight*, *Roblox* and *Fortnite*, as well as Web3 projects, including the SANDBOX.

LG Studios' Location Based Entertainment business licenses and produces LG Studios' Lionsgate, theatrical, and television brands for theme parks, destinations, and stand-alone attractions and experiences. Attractions based on *The Hunger Games*, *John Wick*, *Now You See Me, SAW* and other intellectual property can be found at theme parks and destinations in the United States, United Kingdom, the Middle East, including the John Wick Experience opening in Las Vegas later in 2024. Lionsgate has also partnered with Six Flags to open SAW themed haunted houses across multiple Six Flags theme parks during the Halloween season.

LG Studios' Consumer Products business licenses and develops products around its leading film and television properties, including *John Wick*, *The Hunger Games*, *Twilight*, *Dirty Dancing*, *Saw* and *Ghosts*. LG Studios

merchandise is available in the Lionsgate Shop, LG Studios' official ecommerce shop, and at many well-known retail outlets such as Hot Topic, Wal-Mart and Target. LG Studios is developing new offerings across a broad range of categories with best-in-class licensees, including LEGO, American Classics, Ripple Junction, Goodie Two-Sleeves, Hot Toys, Funko and more.

Music

LG Studios manages music for LG Studios' theatrical and television slates, including overseeing songs, scores and soundtracks for all of LG Studios' theatrical productions, co-productions and acquisitions, as well as music staffing, scores and soundtracks for all of LG Studios' television productions. Music revenues are derived from the sales and licensing of music from LG Studios' films, television, and other productions, and the theatrical exhibition of LG Studios' films and the broadcast and webcast of LG Studios' productions.

Ancillary Revenues

Ancillary revenues are derived from the licensing of films and television content atnon-theatrical venues including educational and institutional facilities, U.S. military bases, oil rigs, hospitals, hotels, prisons, and on all forms of common carrier transportation, including airlines and ships.

Television Production - Television

LG Studios' television business consists of the development, production, syndication and distribution of television programming. LG Studios principally generates revenue from the licensing and distribution of such programming to broadcast television networks, pay and basic cable networks, digital platforms and syndicators of first-run programming, which licenses programs on a station-by-station basis and pays in cash or via barter (i.e., trade of programming for airtime). Each of these platforms may acquire a mix of original and library programming.

After initial exhibition, LG Studios distributes programming to subsequent buyers, both domestically and internationally, including basic cable network, premium subscription services or digital platforms (known as "off-network syndicated programming").

Off-network syndicated programming can be sold in successive cycles of sales which may occur on an exclusive omon-exclusive basis. In addition, television programming is sold on home entertainment (packaged media and via digital delivery) and across all other applicable ancillary revenue streams including music publishing, touring and integration.

Similar to film production practices, LG Studios leverages tax credits, subsidies, and other incentive programs to optimize its returns and maintain financially prudent production models for television content.

LG Studios currently produces, syndicates and distributes over 100 television shows on more than 50 networks.

For the fiscal year ended March 31, 2024, scripted and unscripted programming produced,co-produced or distributed by LG Studios and LG Studios' affiliated entities (not including executive produced series by 3 Arts Entertainment, of which LG Studios owns a majority interest), as well as programming syndicated by LG Studios' wholly-owned subsidiary, Debmar-Mercury, included the following:

Fiscal 2024
Scripted – Lionsgate

Title	Network
Acapulco	Apple
Black Mafia Family	Starz
The Continental	Peacock / Amazon
Extended Family	NBC
Ghosts	CBS

Fiscal 2024
Scripted – Lionsgate

Title	Network
Julia	Max
Manhunt: Lincoln	Apple
Mere Mortals	Apple
Power Book II: Ghost	Starz
Power Book III: Raising Kanan	Starz
Serpent Queen	Starz
The Venery of Samantha Bird	Starz

Fiscal 2024
Scripted – eOne

Title	Network
A Gentleman in Moscow	Paramount+
Moonshine	CBC
The Rookie	ABC
The Rookie: Feds	ABC
The Spencer Sisters	CTV
Yellowjackets	Showtime

Fiscal 2024
Unscripted – Lionsgate Alternative Television*

Title	Network
About Face	TLC
Adam Richman Eats Britain	Food Network
All Creatures Great and Small Meets The Yorkshire Vet	Channel 5
Animal Care Club	Channel 5
At Home with the Greens	Channel 5
Bail Jumpers	Investigation Discovery
Behind the Music	Paramount+
Bob Menendez Documentary	Fox Nation
Brat Loves Judy	WETV
Brat Loves Judy: The Baby Special	WETV
Britain's Islands: Isle of Wight	Channel 5
Buried in the Backyard	Oxygen
Celebrity Ex On The Beach	MTV
Cruising with Susan Calman	Channel 5
Derbez Family Vacation	Vix
Disappeared	Investigation Discovery
Disappeared - Bradley Sisters Podcast	Investigation Discovery
Disappeared Special - Bradley Sisters	Investigation Discovery
Fletcher's Family Farm	ITV
Fletcher's Family Farm at Christmas	ITV
Good Cop, Bad Cop	Investigation Discovery
Harvest on the Farm	Channel 5
Hoffman Family Gold	Discovery
How to Not Get Rid of a Body	Investigation Discovery
Icons that Changed America	History
Krishnas: Gurus. Karma. Murder.	Peacock
Ladies First	Netflix
Lincoln Log Masters	Roku
Lost U-Boats of WWII	History

Fiscal 2024
Unscripted – Lionsgate Alternative Television*

Title	Network
Married to the Game	Amazon
My Big Fat Fab Life	TLC
Naked and Afraid	Discovery
Naked and Afraid: XL	Discovery
Naked and Afraid: Castaways	Discovery
Naked and Afraid: Last One Standing	Discovery
Power Slap: Road to the Title	Rumble
Royal Rules of Ohio	Freeform
Secrets of the Christmas Factory	Channel 5
Seduced to Slay	Investigation Discovery
Selling Sunset	Netflix
Selling the OC	Netflix
Shetland: The Viking Isles	Channel 5
Steve Austin	A&E
Street Outlaws Australia	Discovery
Street Outlaws Mega Cash Days	Discovery
Street Outlaws New Orleans	Discovery
Susan Calman: Tales of the City	Channel 5
The Barnes Bunch	WETV
The Canary Islands with Jane McDonald	Channel 5
The Impact: Atlanta	BET
The Impact: NYC	VH1
The Love Experiment	MTV
The Murder Tapes	Investigation Discovery
The Ultimate Fighter	ESPN+
The Yorkshire Vet	Channel 5
Toya & Reginae	WE tv
Where is Wendy Williams	Lifetime
Wicked Tuna	National Geographic
Zombie House Flippers	Discovery

Fiscal 2024
Syndication – Debmar-Mercury

Title
Family Feud
People Puzzler
Sherri Shepherd

* Lionsgate Alternative Television includes programming produced by Pilgrim Media Group (of which we own a majority interest), as well as by our wholly-owned subsidiaries, eOne's U.S. and U.K. non-scripted group, Blackfin, Renegade and Daisybeck Studios (acquired in December 2023).

Television Production - International

LG Studios licenses, sells and distributes original Lions Gate Parent television series (including Lionsgate UK television programming), the Starz original productions produced by the Studio Business, third party television programming and format acquisitions via packaged media and various digital platforms. For the fiscal year ended March 31, 2024, Lionsgate UK television programming that was acquired, began production, was produced or was broadcast, included the following:

Fiscal 2024
Television - Lionsgate UK

Title	Network	Partner(s)
Northern Lights	TG4	Deadpan Pictures
Son of Critch 3	CBC & CW	Project 10
Borderline	ZDF & Roku	Further South Productions and ShinAwil
The Burnings Girls	Paramount+ and Roku	Buccaneer Media
The Final Score	Netflix	Dynamo
Dark City: The Cleaner	Sky NZ	Endevour Ventures
Prosper	Stan	Lingo Pictures
Population 11	Stan	Jungle Entertainment
Pistol	FX/Hulu and Disney+	Wiip
Endangered	M-Net	MOTD Entertainment

Television Production - Home Entertainment

For information regarding television production home entertainment revenue, see "*Motion Picture - Home Entertainment*."

Television Production - Other

Other revenues are derived from, among others, the licensing of LG Studios' television programs to other ancillary distributors, the sales and licensing of music from the television broadcasts of LG Studios' productions, and from LG Studios' interest in 3 Arts Entertainment, a talent management company. 3 Arts Entertainment receives commission revenue from talent representation and are producers on a number of television shows and films where they receive an executive producer fee and back-end participations.

On January 2, 2024, Lions Gate Parent closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194 million. In addition, Lions Gate Parent purchased certain profit interests held by certain managers and entered into certain option rights agreements providing noncontrolling interest holders the right to sell and Lions Gate Parent the right to purchase their remaining 24% interest beginning in January 2027.

Specialized Skill and Knowledge

LG Studios' management team brings together strong complementary skills, expertise and experience in various aspects of the media and entertainment industry, including in film and television studio operations, production and distribution, as well as in strategic planning, financing, sales, marketing and mergers and acquisitions.

Competitive Conditions

LG Studios' businesses operate in highly competitive markets. LG Studios competes with companies within the entertainment and media business and from alternative forms of leisure entertainment, such as travel, sporting events, outdoor recreation and other cultural-related activities. LG Studios competes with the major studios,

numerous independent motion picture and television production companies, television networks, pay television services and digital media platforms for the acquisition of literary, film and television properties, the services of performing artists, directors, producers and other creative and technical personnel and production financing, all of which are essential to the success of LG Studios' businesses. In addition, LG Studios' motion pictures compete for audience acceptance and exhibition outlets with motion pictures produced and distributed by other companies. Likewise, LG Studios' television product faces significant competition from independent distributors as well as major studios. As a result, the success of any of LG Studios' motion picture and television business is dependent not only on the quality and acceptance of a particular film or program, but also on the quality and acceptance of other competing content released into the marketplace at or near the same time as well as on the ability to license and produce quality content.

Intellectual Property

LG Studios currently uses and owns or licenses a number of trademarks, service marks, copyrights, domain names and similar intellectual property in connection with LG Studios' businesses and owns registrations and applications to register them both domestically and internationally. LG Studios believes that ownership of, and/or the right to use, protect, defend and enforce, such trademarks, service marks, copyrights, domain names and similar intellectual property is an important factor in LG Studios' businesses and that LG Studios' success depends, in part, on such ownership.

Motion picture and television piracy is extensive in many parts of the world, including South America, Asia and certain Eastern European countries, and is made easier by technological advances and the conversion of content into digital formats. This trend facilitates the creation, transmission and sharing of high-quality unauthorized copies of content on packaged media and through digital formats. The proliferation of unauthorized copies of these products has had and will likely continue to have an adverse effect on LG Studios' business, because these products may reduce the revenue LG Studios receive from LG Studios' products. LG Studios' ability to protect and enforce its intellectual property rights is subject to certain risks and, from time to time, LG Studios encounters disputes over rights and obligations concerning intellectual property, including claims that LG Studios has misappropriated, infringed, or otherwise violated the intellectual property or similar rights of third parties. LG Studios cannot provide assurance that LG Studios will prevail in any intellectual property disputes or related legal proceedings.

After the Business Combination, LG Studios will either own or continue to license from third parties' intellectual property rights necessary to operate the Studio Business as of the Business Combination.

For additional information on risks relating to intellectual property, please see the sections titled "*Risk Factors—Risks Related to the Studio Business—LG Studios' business is dependent on the maintenance and protection of its intellectual property and pursuing and defending against intellectual property claims may have a material adverse effect on LG Studios' business*" and "*Risk Factors—Risks Related to the Studio Business—Piracy of films and television programs could adversely affect LG Studios' business over time*."

Seasonality (Business Cycles)

LG Studios' business is not subject to cyclical or seasonal fluctuations, but may depend significantly based on the risk factors set forth in the section entitled "*Risk Factors—Risks Related to the Studio Business—LG Studios' revenues and results of operations may fluctuate significantly*."

Dependence on Key Customer Contracts

LG Studios' business is not dependent on any key customer contracts, but see "*Risk Factors—Risks Related to the Studio Business—The Studio Business relies on a few major retailers and distributors and the loss of any of those could reduce its revenues and operating results*."

Changes to Contracts

Except in connection with the Business Combination, LG Studios' business is not expected to be affected by the renegotiation or termination of contracts or subcontracts.

Environmental Protection

LG Studios' business does not involve environmental protection requirements.

Employees

LG Studios expects to employ approximately 1,075 individuals as of the effective time in its worldwide operations. LG Studios also utilizes consultants in the ordinary course of its business and hires additional employees on a project-by-project basis in connection with the production of LG Studios' motion pictures and television programming.

Environmental and Social Responsibility and Human Capital Management

Following the Business Combination, LG Studios generally expects to continue Lions Gate Parent's existing policies and practices with respect to environmental, social responsibility and human capital matters. For more information on Lions Gate Parent's policies and practices, see Lions Gate Parent's definitive proxy statement relating to its 2023 annual meeting of shareholders.

Legal Proceedings and Regulatory Actions

From time to time, LG Studios is expected to be involved in certain claims and legal proceedings arising in the normal course of business. While the resolution of these matters cannot be predicted with certainty, LG Studios does not believe, based on current knowledge, that the outcome of any currently pending legal proceedings in which Lions Gate Parent is currently involved will have a material adverse effect on LG Studios' consolidated financial position, results of operations or cash flow.

Interests of Informed Persons in Material Transactions

Other than as set forth in this prospectus, no director or executive officer of Pubco or a person or company that beneficially owns, or controls or directs, directly or indirectly, more than 10% of any class or series of voting securities of Pubco, or any associate or affiliate of any such person, has or had any material interest, direct or indirect, in any transaction since the commencement of Pubco's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect Pubco.

Insurance

The separation agreement will provide for the allocation between the parties of rights and obligations under existing insurance policies with respect to occurrences prior to the effective time and will set forth procedures for the administration of insured claims and certain other insurance matters.

Properties

LG Studios' corporate office is located at 250 Howe Street, 20th Floor, Vancouver, BC V6C 3R8. Its principal executive offices are located at 2700 Colorado Avenue, Santa Monica, California 90404, where LG Studios occupies 192,584 square feet (per a lease that expires in September 2029).

In addition, LG Studios leases the following properties:

- 94,449 square feet at 134 Peter Street, Toronto, Canada (per a lease that expires in June 2025);

- 93,670 square feet at 12020 Chandler Blvd., Valley Village, California (per a lease that expires in December 2027);
- 48,133 square feet at 4201 Wilshire Blvd., Los Angeles, California (per a lease that expires in July 2024);
- 39,000 square feet at 2700 Pennsylvania Avenue, Santa Monica, California (per a lease that expires in August 2029);
- 28,192 square feet at 15301 Ventura Blvd., North Hollywood, California (per a lease that expires in December 2025);
- 25,346 square feet at 9460 Wilshire Blvd., Beverly Hills, California (per a lease that expires in February 2026);
- 15,673 square feet at 45 Mortimer Street, London, United Kingdom (per a lease that expires in July 2029); and
- An aggregate of 20,610 square feet for properties located in Beijing, China (per a lease that expires in December 2024), Brentwood, California (per a lease that expires in April 2026), Leeds, United Kingdom (per leases that expire in April 2024, September 2025 and October 2027), Luxembourg City, Luxembourg (per a lease that expires in May 2024), Mumbai, India (per a lease that expires in August 2026), New York, New York (per a lease that expires in May 2025), and Toronto, Canada (per a lease that expires in June 2025).

LG Studios believes that its current facilities are adequate to conduct its business operations for the foreseeable future. LG Studios believes that it will be able to renew these leases on similar terms upon expiration. If it cannot renew, LG Studios believes that it could find other suitable premises without any material adverse impact on its operations.

Material Contracts

The only material contracts within the meaning of applicable Canadian securities legislation, other than the contracts entered into in the ordinary course of business, which have been entered into or will be entered into by LG Studios since its formation or are otherwise material to LG Studios or the Studio Business within the meaning of applicable Canadian securities legislation are the business combination agreement, separation agreement, shared services/overhead sharing agreement, amended and restated registration rights agreement, intercompany financing arrangement, subscription agreements, investor rights agreement, amendment to the voting and standstill agreement and tax matters agreement which are described in the section entitled "*StudioCo Relationships and Related Party Transactions*."

Auditors

Ernst & Young LLP, independent registered public accounting firm, is Pubco's auditor.

DESCRIPTION OF PUBCO SECURITIES

This section of the prospectus includes a description of the material terms of the Pubco Closing Articles and of applicable Canadian law as they are in effect following the Closing of the Business Combination. The following description is intended as a summary only and does not constitute legal advice regarding those matters and should not be regarded as such. Unless stated otherwise, this description does not address any (proposed) provisions of Canadian law that have not become effective as per the date of this prospectus. The description is qualified in its entirety by reference to the complete text of the Pubco Closing Articles, the form of which is attached as Annex C to the Form S-4/A. We urge you to read the full text of the Pubco Closing Articles.

Authorized Share Capital

The authorized share capital of Pubco consists of shares of the class or classes and series, if any, described in the notice of articles of Pubco. The authorized share capital of Pubco consists of an unlimited number of Pubco Common Shares. The authorized share capital of Pubco may be increased or decreased by a special resolution, which is a resolution passed at a general meeting where at least 66 2/3% of the votes cast are in favour of the resolution or by a resolution passed in writing by all of the shareholders holding shares that carry the right to vote at a general meeting. The directors of Pubco are authorized to issue new Pubco Common Shares without shareholder approval. The rights and restrictions to which the Pubco Common Shares are subject are set out in the Pubco Closing Articles.

Share Terms

Pubco Common Shares

Voting Rights

Except as provided by law, holders of Pubco Common Shares are entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders, have the right to vote for the election of directors and do not have cumulative voting rights.

Dividends

Holders of Pubco Common Shares are entitled to receive ratably in proportion to the number of Pubco Common Shares held by them such dividends (payable in cash, shares or otherwise), if any, as may be declared from time to time by the board of directors of Pubco out of funds available for dividend payments. Dividends will not be declared where there are reasonable grounds for believing Pubco is insolvent or the payment of dividends would render Pubco insolvent. All outstanding Pubco Common Shares are fully paid and non-assessable, and the Pubco Common Shares issued in connection with the transactions contemplated under the Business Combination Agreement are fully paid and non-assessable. There is not a fixed rate of dividends.

Conversion, Redemption, Liquidation and Preemptive Rights

Holders of Pubco Common Shares have no preferences or rights of conversion, exchange, preemptive or other subscription rights. There are no redemption provisions applicable to the Pubco Common Shares. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of Pubco's affairs, holders of Pubco Common Shares are entitled to share ratably in Pubco's assets that are remaining after payment or provision for payment of all of Pubco's debts and obligations in proportion to the Pubco Common Shares held by them.

Pubco Closing Articles

Provisions of Pubco Closing Articles may delay or discourage transactions involving an actual or potential change in control or change in Pubco's management, including transactions in which shareholders might otherwise receive a premium for their shares, or transactions that Pubco's shareholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of Pubco Common Shares.

These provisions are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of Pubco to first negotiate with Pubco. Pubco believes that the benefits of increased protection and its potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure Pubco outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Among other things, the Pubco Closing Articles:

- provide that directors of Pubco may only be removed by shareholders passing a special resolution with the requisite special majority of at least 66 2/3% of the votes cast at a meeting of shareholders entitled to vote in the election of directors, voting together as a single class;
- establish advance notice procedures with regard to shareholder proposals relating to the nomination of candidates for election as directors. These procedures provide that notice of shareholder proposals must be timely given in writing to Pubco's secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at Pubco's principal executive offices not less than 30 days prior to the date of the annual general meeting of the shareholders. The Pubco Closing Articles specify the requirements as to form and content of all shareholders' notices. These requirements may preclude shareholders from bringing matters before the shareholders at an annual general or special meeting;
- provide that the authorized number of directors may only be set by the board of directors of Pubco;
- provide that all vacancies, including newly created directorships that are not filled by the shareholders, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office;
- provide that any action required or permitted to be taken by the shareholders must be effected at a duly called annual general or special meeting of shareholders and may not be effected by any consent in writing in lieu of a meeting of such shareholders unless the consent is unanimous among all the shareholders, which may potentially create logistic challenges for a public company with a large number of shareholders; and
- provide that the Pubco Closing Articles can be amended or repealed at any general meeting of shareholders Pubco. Certain amendments to the Pubco Closing Articles are required be passed by a special resolution, which is a resolution passed at a general meeting where of at least 66 2/3% of the votes cast are in favour of the resolution or by a resolution passed in writing by all of the shareholders holding shares that carry the right to vote at a general meeting.

When interpreting a director's duties under British Columbia law, Canadian courts have generally interpreted a director's duty to act "in the best interest of the company" to comprehend a duty to treat all stakeholders affected by corporate actions equitably and fairly, including in the context of a change of control transaction. Accordingly, in determining what is "in the best interests of the company", it may be legitimate for Pubco's directors to consider the interests of not only the company's shareholders, but other stakeholders, such as employees and creditors, as well.

Indemnification Matters

The Pubco Closing Articles provide that Pubco will indemnify its current and former directors and officers against all judgments, penalties or fines awarded or imposed in, or an amount paid in settlement of a legal proceeding or investigative action, whether current, threatened, pending or contemplated, in which such person, by reason of being or having been a director or officer of Pubco is or may be joined as a party or is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding. British Columbia law provides that a company must not indemnify a director if any of the following circumstances apply:

- if the indemnity or payment is made under an earlier agreement to indemnify or pay expenses and, at the time that the agreement to indemnify or pay expenses was made, the company was prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- if the indemnity or payment is made otherwise than under an earlier agreement to indemnify or pay expenses and, at the time that the indemnity or payment is made, the company is prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- if, in relation to the subject matter of the eligible proceeding, the director did not act honestly and in good faith with a view to the best interests of the company or the associated corporation, as the case may be, with such associated corporation being an affiliate of the company or a partnership, trust, joint venture or other unincorporated entity in which the director served in the capacity as a director or a position equivalent to that thereof, at the request of the company; or
- in the case of an eligible proceeding other than a civil proceeding, if the director did not have reasonable grounds for believing that the director's conduct in respect of which the proceeding was brought was lawful.

The Pubco Closing Articles also permit Pubco to purchase insurance for the benefit of any current or former officer, director, employee or other agent of Pubco or an affiliate of Pubco or, at Pubco's request, of another entity, for any liability arising out of that person's actions in such capacity, regardless of whether British Columbia law would permit indemnification. Pubco intends to enter into indemnification agreements with each of its current and future directors and officers. These agreements will require Pubco to indemnify these individuals to the fullest extent permitted under British Columbia law against liability that may arise by reason of their service to Pubco, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified and have provided a written undertaking required under British Columbia law.

Transfer Agent and Registrar

The transfer agent and registrar for the Pubco Common Shares is Continental Stock Transfer & Trust Company.

SECURITIES ACT RESTRICTIONS ON RESALE OF SECURITIES

Rule 144

Pursuant to Rule 144 under the Securities Act ("**Rule 144**"), a person who has beneficially owned restricted Pubco Common Shares for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been an affiliate of Pubco at the time of, or at any time during the three months preceding, a sale and (ii) Pubco is subject to the Exchange Act periodic reporting requirements for at least three months before the sale and has filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as it was required to file reports) preceding the sale.

Persons who have beneficially owned restricted Pubco Common Shares for at least six months but who are affiliates of Pubco at the time of, or at any time during the three months preceding, a sale would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- 1% of the total number of Pubco Common Shares then outstanding; or
- the average weekly reported trading volume of Pubco Common Shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by affiliates of Pubco under Rule 144 are also limited by manner of sale provisions and notice requirements and by the availability of current public information about Pubco.

All Pubco Common Shares received by SEAC Shareholders in the Business Combination are expected to be freely tradeable in the United States, except that the Pubco Common Shares received in the Business Combination by persons who become affiliates of Pubco for purposes of Rule 144 under the Securities Act may be resold by them only in transactions permitted by Rule 144, under an effective registration statement, or as otherwise permitted under the Securities Act. Persons who may be deemed affiliates of Pubco generally include individuals or entities that control, are controlled by or are under common control with, Pubco and may include the directors and executive officers of Pubco as well as its principal shareholders. In addition, the Pubco Common Shares received by PIPE Investors, Lions Gate Parent and the SEAC Sponsor and certain independent directors and advisors of SEAC in the Business Combination may be resold by them only in transactions permitted by Rule 144, under an effective registration statement, or as otherwise permitted under the Securities Act.

Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business-combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials) other than Form 8-K reports; and
- at least one year has elapsed from the time that the issuer filed current Form10-type information with the SEC reflecting its status as an entity that is not a shell company.

Following the Closing, Pubco is no longer a shell company, and so Rule 144 will become available for the resale of the above-noted restricted securities.

The Pubco Common Shares are being issued on a private placement basis in reliance upon exemptions from the prospectus requirements of applicable Canadian securities laws, and for any resale in Canada only, they may be subject to statutory hold periods or resale restrictions under applicable Canadian securities laws and regulatory policy and may not be offered, resold, transferred, pledged or otherwise disposed of by the holders absent an effective registration statement under the Securities Act, except (i) to Pubco or a subsidiary thereof, or (ii) pursuant to an applicable exemption from the registration requirements of the Securities Act and applicable Canadian securities laws and regulatory policy, and, in each of cases (i) and (ii), in accordance with any applicable securities laws of the states and other jurisdictions of the United States and foreign jurisdictions, and any certificates or book-entry statements representing the Pubco Common Shares will contain applicable legends to such effect. As a result of these restrictions, holders of Pubco Common Shares may not be able to readily resell, offer, pledge or otherwise dispose of their Pubco Common Shares in Canada and may be required to bear the financial risk of an investment in their Pubco Common Shares for an indefinite period of time. The Pubco Common Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 promulgated under the Securities Act until at least one year from the Closing Date. Pubco is not, and is under no obligation to become, a “reporting issuer” (as such term is defined in Canadian provincial securities legislation) in any jurisdiction of Canada. The hold period under applicable Canadian securities laws may therefore be indefinite, and a holder of Pubco Common Shares may be unable to sell or otherwise dispose of the Pubco Common Shares in Canada for an indeterminate period of time, unless such sale occurs pursuant to an effective registration statement under the Securities Act and the sale is made either (i) to a purchaser that is not resident in Canada, or (ii) on or through the facilities of an exchange or market outside Canada and such holder of Pubco Common Shares has no reason to believe that the purchaser is resident in Canada. For greater certainty, the foregoing resale restriction described in this paragraph only applies to resales in Canada.

BENEFICIAL OWNERSHIP OF PUBCO SECURITIES

The following table sets forth information known to Pubco regarding the beneficial ownership of Pubco Common Shares by:

- each person who is a named executive officer or director of Pubco, and all executive officers and directors of Pubco as a group; and
- each person who is the beneficial owner of more than 5% of a class of Pubco Common Shares.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days. Unless otherwise indicated, Pubco believes that all persons named in the table below have sole voting and investment power with respect to the voting securities beneficially owned by them.

The beneficial ownership of Pubco is based on 290,758,067 Pubco Common Shares expected to be issued and outstanding following the Closing.

The following table does not reflect record or beneficial ownership of the SEAC Public Warrants or the private placement warrants of SEAC issued to its sponsor, which are no longer outstanding as of the Closing.

Name and Address of Beneficial Owners	Number of Pubco Common Shares	%
Directors and Executive Officers of Pubco:		
Jon Feltheimer	—	—
Michael Burns	—	—
James W. Barge	—	—
Brian Goldsmith	—	—
Bruce Tobey	—	—
Mignon Clyburn	—	—
Gordon Crawford	—	—
Priya Dogra	—	—
Emily Fine	—	—
Michael T. Fries	—	—
John D. Harkey, Jr.	—	—
Susan McCaw	—	—
Yvette Ostolaza	—	—
Mark H. Rachesky, M.D.	—	—
Hardwick Simmons	—	—
Daryl Simm	—	—
Harry E. Sloan	—	—
All Directors and Executive Officers of Pubco as a Group (17 Individuals)	—	—
Five Percent Holders of Pubco:		
Lions Gate Parent[1]	253,435,794	87.2%

* Indicated beneficial ownership of less than 1%.

(1) The amount reported represents 253,435,794 Pubco Common Shares directly held by LG Sirius Holdings ULC ("Studio HoldCo") and beneficially owned by Lions Gate Parent, with respect to which Lions Gate Parent and Studio HoldCo have dispositive power and voting power. Lions Gate Parent's mailing address is 2700 Colorado Avenue, Santa Monica, CA 90404.

SELLING SHAREHOLDERS

This prospectus relates to the resale by the Selling Shareholders from time to time of up to 26,207,557 Pubco Common Shares. The Selling Shareholders may from time to time offer and sell any or all of the Pubco Common Shares set forth below pursuant to this prospectus and any accompanying prospectus supplement. When we refer to the "Selling Shareholders" in this prospectus, we mean the persons listed in the table below, and the pledgees, donees, transferees, assignees, successors, designees and others who later come to hold any of the Selling Shareholders' interest in the Pubco Common Shares other than through a public sale.

The following table sets forth, as of May 13, 2024, the names of the Selling Shareholders, the aggregate number of Pubco Common Shares held by each Selling Shareholder immediately prior to the sale of Pubco Common Shares in this offering, the number of Pubco Common Shares that may be sold by each Selling Shareholder under this prospectus and the number of Pubco Common Shares that each Selling Shareholder will beneficially own after this offering.

Selling Shareholders who are party to the Subscription Agreements entered into on December 22, 2023 listed in the following table agreed to subscribe for and purchase from Pubco, immediately following the Amalgamations, PIPE Shares at a purchase price of $9.63 per share, and Selling Shareholders who are party to the Subscription Agreements listed in the following table entered into after December 22, 2023 agreed to subscribe for and purchase from Pubco PIPE Shares at a purchase price of $10.165 per share. In addition, those Selling Shareholders who exercised Reduction Rights purchased Newly Issued Reduction Right Shares, and Non-Redemption Investors purchased Non-Redemption Agreement Shares, in the amounts set forth in the footnotes to the table below, at a purchase price of $0.0001 per share.

For purposes of the table below, we have assumed that the Selling Shareholders will not acquire beneficial ownership of any additional securities during the offering. In addition, we assume that the Selling Shareholders have not sold, transferred or otherwise disposed of, our securities in transactions exempt from the registration requirements of the Securities Act.

Name and Address of Beneficial Owner	Shares Beneficially Owned Prior to this Offering	%	Number of Common Shares Being Offered Hereby	Shares Beneficially Owned After Sale of All Pubco Common Shares Offered Hereby	%
Certain funds and accounts of Walleye Investments Fund LLC[3]	220,611	*	20,611	200,000	*
Certain funds and accounts of Masters Capital, LLC[4]	500,000	*	500,000	—	*
Certain funds and accounts of Capital Research and Management Company[5]	4,153,688	1.4%	4,153,688	—	*
Certain funds and accounts of Neuberger Berman Investment Advisers LLC[6]	2,596,054	*	2,596,054	—	*
Variable Insurance Products Fund III: VIP Balanced - Communication Services Subportfolio[7][8]	57,108	*	57,108	—	*
Fidelity Select Portfolios: Select Communication Services Portfolio[7][9]	283,804	*	199,404	84,400	*
Fidelity Advisor Series I: Fidelity Advisor Balanced Fund - Communication Services Sub[7][10]	64,172	*	64,172	—	*
Fidelity Puritan Trust: Balanced K6 Fund - Communication Services Subportfolio[7][11]	14,919	*	14,849	70	*
Fidelity Puritan Trust: Fidelity Balanced Fund - Communication Services Sub[7][12]	358,898	*	358,898	—	*
Fidelity Devonshire Trust: Fidelity Series All-Sector Equity Fund - Communication Services Sub[7][13]	45,884	*	40,484	5,400	*
Fidelity Central Investment Portfolios LLC: Fidelity U.S. Equity Central Fund - Communication Services Sub[7][14]	276,014	*	218,214	57,800	*

Name and Address of Beneficial Owner	Shares Beneficially Owned Prior to this Offering	%	Number of Common Shares Being Offered Hereby	Shares Beneficially Owned After Sale of All Pubco Common Shares Offered Hereby	%
Variable Insurance Products Fund: VIP Stock Selector All Cap Portfolio Communication Services Subportfolio(7)(15)	62,016	*	54,916	7,100	*
Variable Insurance Products Fund IV: VIP Communication Services Portfolio(7)(16)	40,878	*	30,378	10,500	*
Fidelity Contrafund: Fidelity Contrafund(7)(17)	2,062,963	*	2,062,963	—	*
Fidelity Contrafund Commingled Pool(7)(18)	816,310	*	816,310	—	*
Fidelity Contrafund: Fidelity Contrafund K6(7)(19)	508,514	*	508,514	—	*
Fidelity Contrafund: Fidelity Advisor New Insights Fund - Sub A(7)(20)	192,194	*	192,194	—	*
Fidelity Global Growth and Value Investment Trust - Sub A(7)(21)	14,511	*	14,511	—	*
Fidelity Insights Investment Trust(7)(22)	177,424	*	177,424	—	*
Fidelity Contrafund: Fidelity Series Opportunistic Insights Fund(7)(23)	165,588	*	165,588	—	*
Variable Insurance Products Fund II: VIP Contrafund Portfolio - Subportfolio A(7)(24)	216,181	*	216,181	—	*
Jensen Canyon LLC(7)	4,918,839	1.7%	4,918,839	—	*
Integrated Core Strategies (US) LLC(25)	2,556,581	*	1,096,581	1,460,000	*
Certain funds and accounts of Polar Asset Management Partners Inc.(26)	1,368,327	*	1,268,327	100,000	*
H Eric Semler(27)	983,767	*	983,767	—	*
William Koenigsberg(28)	295,130	*	295,130	—	*
Point72 Associates, LLC(29)	1,082,145	*	1,082,145	—	*
Take-Two Interactive Software, Inc.(30)	983,767	*	983,767	—	*
Spacetronics Holdings Ltd.(31)	491,883	*	491,883	—	*
Fifth Street Station LLC(32)	983,767	*	983,767	—	*
Ghisallo Master Fund LP(33)	196,753	*	196,753	—	*
Shaolin Capital Master Fund Ltd(34)	270,518	*	13,518	257,000	*
MAP 214 Segregated Portfolio, a segregated portfolio of LMA SPC(34)	120,522	*	6,022	114,500	*
Shaolin Capital Partners SP, a segregated portfolio of PC MAP SPC(34)	135,259	*	6,759	128,500	*
BlackRock, Inc.(35)	2,029,693	*	894,693	1,135,000	*
Nineteen77 Global Merger Arbitrage Master Limited(36)	198,942	*	9,941	189,001	*
MA Hedge Fund Strategies Limited(37)	1,086	*	54	1,032	*
Nineteen77 Global Merger Arbitrage Opportunity Fund(38)	23,777	*	1,188	22,589	*
IMAP Cayman SPC – UOC SP(39)	7,231	*	361	6,870	*
Investment Opportunities 14 SPC(40)	100,771	*	4,471	96,300	*
Ursa Fund Partners LP(40)	90,945	*	3,945	87,000	*
Jefferies LLC(41)	1,650,968	*	82,501	1,568,467	*
Eagle Harbor Multi-Strategy Master Fund Limited(42)	394,826	*	19,730	375,096	*
Flow State Master Fund, LP(42)	447,253	*	22,349	424,904	*
MMF LT, LLC(43)	368,410	*	18,410	350,000	*
Meteora Special Opportunity Fund I, LP(44)	15,475	*	773	14,702	*
Meteora Capital Partners, LP(44)	35,297	*	1,763	33,534	*
Meteora Select Trading Opportunities Master, LP.(45)	54,486	*	2,722	51,764	*
Alpine Partners (BVI), LP(46)	196,753	*	196,753	—	*
Talon Investment Partners LLC(47)	158,184	*	158,184	—	*

* Less than 1%.

(1) The percentage of the beneficial ownership of Pubco is based on 290,758,067 Pubco Common Shares expected to be issued and outstanding following the Closing.

(2) The amounts set forth in this column are the Pubco Common Shares that may be offered by each selling shareholder using this Registration Statement.

(3) Comprised of (i) 7,420 Pubco Additional Shares received in exchange for Newly Issued Reduction Right Shares held by Walleye Trading LLC, (ii) 11,130 Pubco Additional Shares received in exchange for Newly Issued Reduction Right Shares held by Walleye Opportunities Master Fund Ltd, (iii) 2,061 Pubco Additional Shares received in exchange for Newly Issued Reduction Right Shares held by Sea Hawk Multi-Strategy Master Fund Ltd and (iv) 200,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares. Each of Walleye Trading LLC, Walleye Opportunities Master Fund Ltd and Sea Hawk Multi-Strategy Master Fund Ltd is managed by Walleye Capital LLC. William England serves as the CEO of Walleye Capital LLC. Walleye Capital LLC and Mr. England disclaim beneficial ownership of such shares except to the extent of each of the pecuniary interest therein. The address of this shareholder is 2800 Niagara Lane N., Plymouth, MN 55447.

(4) Comprised of (i) 250,000 PIPE Shares held by Marlin Fund, Limited Partnership (“MF LP”), (ii) 200,000 PIPE Shares held by Marlin Fund II, Limited Partnership (“MFII LP”), (iii) 20,000 PIPE Shares held by Marlin Fund III, Limited Partnership (“MFIII LP”), and (iv) 30,000 PIPE Shares held by Marlin Master Fund Offshore II (“MMFOII LP”). Each of MF LP, MFII LP, MFIII LP and MMFOII LP is managed by Masters Capital Management, LLC. Michael W. Masters is the Managing Member of Masters Capital Management, LLC. The address of this shareholder is 3060 Peachtree Rd, NW, Suite 1425, Atlanta, GA 30305.

(5) Comprised of (i) 2,076,844 PIPE Shares held by American Funds Insurance Series – Global Small Capitalization Fund and (ii) 2,076,844 PIPE Shares held by SMALLCAP World Fund, Inc. American Funds Insurance Series – Global Small Capitalization Fund is managed by Capital Research and Management Company (“CRMC”). Michael Beckwith, Bradford F. Freer, Harold H. La, Shlok Melwani, Aidan O’Connell, Renaud H. Samyn and Gregory W. Wendt, as portfolio managers, have voting or investment control over the Shares held by the selling stockholder. CRMC or Capital Research Global Investors (“CRGI”) may be deemed to be the beneficial owner of the Shares held by the selling stockholder; however, each of CRMC and CRGI, and each of the named portfolio managers in this paragraph, expressly disclaims that it is, in fact, the beneficial owner of such securities. CRMC is also the investment advisor for SMALLCAP World Fund, Inc. Julian N. Abdey, Peter Eliot, Brady L. Enright, Bradford F. Freer, Peter Gusev, Leo Hee, M. Taylor Hinshaw, Roz Hongsaranagon, Akira Horiguchi, Shlok Melwani, Dimitrije Mitrinovic, Aidan O’Connell, Samir Parekh, Piyada Phanaphat, Andraz Razen, Renaud H. Samyn, Arun Swaminathan, Thatcher Thompson and Gregory W. Wendt, as portfolio managers, have voting or investment control over the Shares held by the selling stockholder. CRMC, Capital International Investors (“CII”), CRGI or Capital World Investors (“CWI”) may be deemed to be the beneficial owner of the Shares held by the selling stockholder; however, each of CRMC, CII, CRGI and CWI, and each of the named portfolio managers in this paragraph, expressly disclaims that it is, in fact, the beneficial owner of such securities. The address of American Funds Insurance Series – Global Small Capitalization Fund is 333 South Hope Street, 55th Floor, Los Angeles, CA 90071. The address of SMALLCAP World Fund, Inc. is 6455 Irvine Center Drive, Irvine, CA 92618.

(6) Comprised of (i) 1,557,632 PIPE Shares held by Neuberger Berman Equity Funds and Neuberger Berman Intrinsic Value Fund, (ii) 519,211 PIPE Shares held by Lockheed Martin Corporation Master Retirement Trust, and (iii) 519,211 PIPE Shares held by Lockheed Martin Corporation Defined Contribution Plans Master Trust. Neuberger Berman BD LLC (“NBBD”) is a registered broker-dealer and member of FINRA, and under common control with NBIA. NBIA is the investment adviser to each Neuberger Berman Selling Shareholder and the direct parent company of NBBD. Additionally, NBBD is also an affiliate of Neuberger Berman Equity Funds, Neuberger Berman Intrinsic Value Fund, as the distributor and principal underwriter, as such fund is a mutual fund. The Neuberger Berman Selling Shareholders acquired the shares for investment purposes, and at the time of the acquisition of such shares, the Neuberger Berman Selling Shareholders did not have any agreements or understandings with any person to distribute such shares. Neuberger Berman Group LLC (“NBG”) and certain of its affiliates, including NBIA, as investment adviser of certain Neuberger Berman Selling Shareholders that are not registered investment companies, have voting power and investment power over the shares. NBG and its affiliates do not, however, have any economic interest in the shares. The address of this shareholder is 1290 Avenue of the Americas, New York, NY 10104.

(7) These entities are managed by direct or indirect subsidiaries of FMR LLC or entities whose shares are subject to reporting by FMR LLC. Abigail P. Johnson is a Director, the Chairman and the Chief Executive Officer of FMR LLC. Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders’ voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders’ voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. The address of FMR LLC is 245 Summer Street, Boston, MA 02210.

(8) Comprised of 57,108 PIPE Shares.

(9) Comprised of (i) 199,404 PIPE Shares and (ii) 84,400 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(10) Comprised of 64,172 PIPE Shares.

(11) Comprised of (i) 14,849 PIPE Shares and (ii) 70 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(12) Comprised of 358,898 PIPE Shares.

(13) Comprised of (i) 40,484 PIPE Shares and (ii) 5,400 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(14) Comprised of (i) 218,214 PIPE Shares and (ii) 57,800 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(15) Comprised of (i) 54,916 PIPE Shares and (ii) 7,100 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(16) Comprised of (i) 30,378 PIPE Shares and (ii) 10,500 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares.

(17) Comprised of 2,062,963 PIPE Shares.

(18) Comprised of 816,310 PIPE Shares.

(19) Comprised of 508,514 PIPE Shares.

(20) Comprised of 192,194 PIPE Shares.
(21) Comprised of 14,511 PIPE Shares.
(22) Comprised of 177,424 PIPE Shares.
(23) Comprised of 165,588 PIPE Shares.
(24) Comprised of 216,181 PIPE Shares.
(25) Comprised of (i) 934,375 PIPE Shares, (ii) 162,206 Pubco Additional Shares received in exchange for Newly Issued Reduction Right Shares and (iii) 1,460,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares. Integrated Core Strategies (US) LLC is managed by Millennium Management LLC. The securities listed above may be deemed to be beneficially owned by Millennium Management LLC, Millennium Group Management LLC and Israel Englander and/or other investment managers that may be controlled by Millennium Group Management LLC (the managing member of Millennium Management LLC) and Mr. Englander (the sole voting trustee of the managing member of Millennium Group Management LLC). The foregoing should not be construed in and of itself as an admission by Millennium Management LLC, Millennium Group Management LLC or Mr. Englander as to the beneficial ownership of the securities held by such entities. The address for Integrated Core Strategies (US) LLC is c/o Millennium Management LLC, 399 Park Avenue, New York, New York 10022.
(26) Comprised of (i) 378,364 PIPE Shares held by Polar Long/Short Master Fund and (ii) (a) 878,853 PIPE Shares, (b) 11,110 Pubco Additional Shares received in exchange for Newly Issued Reduction Right Shares and (c) 100,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Polar Multi-Strategy Master Fund. Each of Polar Long/Short Master Fund and Polar Multi-Strategy Master Fund (the “Polar Funds”) is under management by Polar Asset Management Partners Inc. (“PAMPI”). PAMPI serves as investment advisor of the Polar Funds and has control and discretion over the shares held by the Polar Funds. As such, PAMPI may be deemed the beneficial owner of the shares held by the Polar Funds. PAMPI disclaims any beneficial ownership of the reported shares other than to the extent of any pecuniary interest therein. The business address of this shareholder is 16 York Street, Suite 2900, Toronto, Ontario, M5J 0E6 Canada.
(27) Comprised of 983,767 PIPE Shares held by H. Eric Semler. The address of this shareholder is c/o TCS Capital Management LLC, 142 West 57th Street, 11 th Floor, New York, NY 10019.
(28) Comprised of 295,130 PIPE Shares held by William Koenigsberg. The address of this shareholder 429 Greenwich Street, PH, New York, NY 10013. Mr. Koenigsberg is an indirect owner of a media agency that has a commercial relationship with LG Studios.
(29) Comprised of 1,082,145 PIPE Shares held by Point72 Associates, LLC. Point72 Asset Management, L.P. maintains investment and voting power with respect to the securities held by certain investment funds it manages, including Point72 Associates, LLC. Point72 Capital Advisors, Inc. is the general partner of Point72 Asset Management, L.P. Mr. Steven A. Cohen controls each of Point72 Asset Management, L.P. and Point72 Capital Advisors, Inc. By reason of the provisions of Rule 13d-3 of the Exchange Act, each of Point72 Asset Management, L.P., Point72 Capital Advisors, Inc., and Mr. Cohen may be deemed to beneficially own the securities directly held by Point72 Associates reflected herein. Each of Point72 Asset Management, L.P., Point72 Capital Advisors, Inc., and Mr. Cohen disclaims beneficial ownership of any such securities. The address of this shareholder is 72 Cummings Point Road, Stamford, CT 06902.
(30) Comprised of 983,767 PIPE Shares held by Take-Two Interactive Software, Inc. The address of this shareholder is 110 West 44th Street, New York, NY 10036.
(31) Comprised of (i) 491,883 PIPE Shares held by Spacetronics Holdings Ltd. and (ii) 166,666 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Spacetronics Holdings Ltd. Spacetronics Holdings Ltd. is 100% owned by The Spacetronics Trust, BVI, a discretionary, irrevocable trust under Jersey law. The address of this shareholder is 3076 Sir Francis Drake’s Highway, Road Town, Tortola, British Virgin Islands.
(32) Comprised of 983,767 PIPE Shares held by Fifth Street Station LLC. Cercano Management LLC (“Cercano”) may be deemed to be the beneficial owner of the shares held by Fifth Street Station LLC. Cercano acts as an investment adviser to certain clients holding managed accounts with Cercano pursuant to investment management agreements whereby all voting and investment discretion has been contractually allocated to Cercano, and such discretion may not be revoked with less than 61 days’ notice. Christopher Orndorff is the president and CEO of Cercano. The address of this shareholder is 1110 112th Ave NE, Suite 202, Bellevue, WA 98004.
(33) Comprised of 196,753 PIPE Shares held by Ghisallo Master Fund LP that may be deemed to be beneficially owned by Ghisallo Capital Management LLC. The address of this shareholder is 190 Elgin Avenue, George Town, Grand Cayman, CI KY1-9008.
(34) Comprised of (i) (a) 13,518 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (i) (b) 257,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Shaolin Capital Partners Master Fund, Ltd., (ii) (a) 6,022 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 114,500 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by MAP 214 Segregated Portfolio, a segregated portfolio of LMA SPC, and (iii) (a) 6,759 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 128,500 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Shaolin Capital Partners SP, a segregated portfolio of PC MAP SPC (the shareholders named in the immediately preceding (i) through (iii), the “Shaolin Funds”). Shaolin Capital Management LLC serves as investment manager/advisor to the Shaolin Funds. David Puritz, in his position as CIO at Shaolin Capital Management LLC and Michael Jester in his position as Co-founder and Head of Research at Shaolin Capital Management LLC may be deemed to have voting and investment control with respect to the Pubco Common Shares owned by the Shaolin Funds. Shaolin Capital Management LLC has sole voting and dispositive power over the Pubco Common Shares held by the Shaolin Funds. The address of the Shaolin Funds is 230 N.W. 24th Street, Suite 603, Miami, FL 33127.
(35) Includes (i) 835,000 PIPE Shares, (ii) 59,693 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (iii) 1,135,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares. The registered holders of the referenced interests are the following funds and accounts under management by subsidiaries of BlackRock, Inc.: BlackRock Global Long/Short Credit Fund; BlackRock Strategic Income Opportunities Portfolio; Strategic Income Opportunities Bond

Fund; BGF Fixed Income Global Opportunities Fund; Canada Fixed Income Global Opportunities Fund; Global Allocation Fund; BGF Fixed Income Global Opportunities Fund; BlackRock Global Allocation V.I. Fund; BlackRock Global Allocation Portfolio of BlackRock Series Fund, Inc; BlackRock Global Allocation Fund (Aust) – Active; JNL/BlackRock Global Allocation Fund; LVIP BlackRock Global Allocation Fund; BlackRock Global Allocation Collective Fund; BlackRock Capital Allocation Term Trust; and BlackRock ESG Capital Allocation Term Trust. BlackRock, Inc. is the ultimate parent holding company of such subsidiaries. On behalf of such subsidiaries, the applicable portfolio managers, as managing directors (or in other capacities) of such entities, and/or the applicable investment committee members of such funds and accounts, have voting and investment power over the shares held by the funds and accounts which are the registered holders of the referenced shares. Such portfolio managers and/or investment committee members expressly disclaim beneficial ownership of all shares held by such funds and accounts. The address of such funds and accounts, such subsidiaries and such portfolio managers and/or investment committee members is: 50 Hudson Yards, New York, NY 10001. Shares shown include only the securities acquired or held pursuant to Non-Redemption Agreements or Subscription Agreements, including securities being registered for resale, and may not incorporate all shares deemed to be beneficially held by the registered holders or BlackRock, Inc.

(36) Comprised of (i) 9,941 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 189,001 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Nineteen77 Global Merger Arbitrage Master Limited. UBS Asset Management (Americas) LLC ("UBS Asset Management") is the investment manager of Nineteen77 Global Merger Arbitrage Master Limited ("OGMA") and accordingly has voting control and investment discretion over the securities described herein held by Nineteen77. Blake Hiltabrand ("Mr. Hiltabrand"), the Chief Investment Officer of UBS Asset Management, also has voting control and investment discretion over the securities described herein held by OGMA. As a result, each of UBS Asset Management and Mr. Hiltabrand may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended) of the securities described herein held by OGMA. The address of this shareholder is c/o UBS Asset Management Americas LLC, One North Wacker Drive, 31st Floor Chicago, IL 60606.

(37) Comprised of (i) 54 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 1,032 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by MA Hedge Fund Strategies Limited. UBS Asset Management is the investment manager of MA Hedge Fund Strategies Limited ("SGMA") and accordingly has voting control and investment discretion over the securities described herein held by the fund. Mr. Hiltabrand, the Chief Investment Officer of UBS Asset Management, also has voting control and investment discretion over the securities described herein held by SGMA. As a result, each of UBS Asset Management and Mr. Hiltabrand may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended) of the securities described herein held by SGMA. The address of this shareholder is c/o UBS Asset Management Americas LLC, One North Wacker Drive, 31st Floor Chicago, IL 60606.

(38) Comprised of (i) 1,188 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 22,589 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Nineteen77 Global Merger Arbitrage Opportunity Fund. UBS Asset Management is the investment manager of Nineteen77 Global Merger Arbitrage Opportunity Funds ("NGMA") and accordingly has voting control and investment discretion over the securities described herein held by the fund. Mr. Hiltabrand, the Chief Investment Officer of UBS Asset Management, also has voting control and investment discretion over the securities described herein held by NGMA. As a result, each of UBS Asset Management and Mr. Hiltabrand may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended) of the securities described herein held by NGMA. The address of this shareholder is c/o UBS Asset Management Americas LLC, One North Wacker Drive, 31st Floor Chicago, IL 60606.

(39) Comprised of (i) 361 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 6,870 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by IMAP Cayman SPC – UOC SP. UBS Asset Management is the investment manager of IMAP Cayman SPC – UOC SP ("IMAPGMA") and accordingly has voting control and investment discretion over the securities described herein held by the fund. Mr. Hiltabrand, the Chief Investment Officer of UBS Asset Management, also has voting control and investment discretion over the securities described herein held by IMAPGMA. As a result, each of UBS Asset Management and Mr. Hiltabrand may be deemed to have beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended) of the securities described herein held by IMAPGMA. The address of this shareholder is c/o UBS Asset Management Americas LLC, One North Wacker Drive, 31st Floor Chicago, IL 60606.

(40) Comprised of (i) (a) 3,945 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 87,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Ursa Fund Partners LP and (ii) (a) 4,471 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 96,300 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Investment Opportunities 14 SPC. Ursa Fund Management LLC, as the registered investment adviser to Ursa Fund Partners LP and Investment Opportunities 14 SPC, Andrew Hahn, as co-manager of Ursa Fund Management LLC and Russell Douglas, as co-manager of Ursa Fund Management LLC, may each be deemed to beneficially own the shares held by such entities. The address of the shareholders is 156 Diablo Rd, Ste 250, Danville, CA 94563.

(41) Comprised of (i) 82,501 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 1,568,467 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Jefferies LLC. The address of this shareholder is 101 Hudson Street, 11th Floor, Jersey City, NJ, 07302.

(42) Comprised of (i) (a) 19,730 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 375,096 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Eagle Harbor Multi-Strategy Master Fund Limited and (ii) (a) 22,349 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 424,904 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Flow State Master Fund, LP. The address of Eagle Harbor Multi-Strategy Master Fund Limited is c/o Lighthouse Investment Partners, LLC, 3801 PGA Boulevard,

Suite 500, Palm Beach Gardens, FL 33410 and the address of Flow State Master Fund, LP is 155 N Wacker Drive, Suite 1760 Chicago, IL 60606.

(43) Comprised of (i) 18,410 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 350,000 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by MMF LT, LLC. Moore Capital Management, LP, the investment manager of MMF LT, LLC, has voting and investment control of the shares held by MMF LT, LLC. Mr. Louis M. Bacon controls the general partner of Moore Capital Management, LP and may be deemed the beneficial owner of the shares of Pubco held by MMF LT, LLC. Mr. Bacon also is the indirect majority owner of MMF LT, LLC. The address of MMF LT, LLC, Moore Capital Management, LP and Mr. Bacon is 11 Times Square, New York, New York 10036.

(44) Comprised of (i) (a) 773 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 14,702 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Meteora Special Opportunity Fund I, LP and (ii) (a) 1,763 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (b) 33,534 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Meteora Capital Partners, LP. The address of this shareholder is 1200 N Federal Hwy, #200, Boca Raton FL 33432.

(45) Comprised of (i) 2,722 Pubco Additional Shares received in exchange for Newly Issued Non-Redemption Agreement Shares and (ii) 51,764 Pubco Common Shares received in exchange for SEAC Class A Ordinary Shares held by Meteora Select Trading Opportunities Master, LP. The address of this shareholder is 70 Fort Street, PO Box 500, Grand Cayman, KY 1106.

(46) Comprised of 196,753 PIPE Shares held by Alpine Partners (BVI), L.P. for Alpine Global Management, LLC. The address of this shareholder is c/o Alpine Global Management, LLC, 140 Broadway, 38th Floor, NY, NY 10005.

(47) Talon Investment Partners LLC ("Talon") is the record holder of the shares reported herein. There are three managing members of Talon. Each managing member has one vote, and the approval of a majority is required to approve an action. Under the so-called "rule of three," if voting and dispositive decisions regarding an entity's securities are made by three or more individuals, and voting or dispositive decisions require the approval of a majority of those individuals, then none of the individuals is deemed a beneficial owner of the entity's securities. Based on the foregoing, no single managing member of Talon exercises voting or dispositive control over any of the securities held by the entity, even those in which he holds a pecuniary interest. Accordingly, none of them will be deemed to have or share beneficial ownership of such shares.

We have determined beneficial ownership in accordance with the rules of the SEC and the information is not necessarily indicative of beneficial ownership for any other purpose. Unless otherwise indicated below, to our knowledge, the persons and entities named in the tables have sole voting and sole investment power with respect to all securities that they beneficially own, subject to community property laws where applicable.

Listing of Pubco Common Shares

The Pubco Common Shares are listed on Nasdaq under the ticker symbol "LION."

MANAGEMENT OF PUBCO

Directors and Executive Officers

The executive officers of Pubco are as follows:

Name	Age	Position
Jon Feltheimer	72	Chief Executive Officer
Michael Burns	65	Vice Chair
James W. Barge	68	Chief Financial Officer
Brian Goldsmith	51	Chief Operating Officer
Bruce Tobey	64	Executive Vice President and General Counsel

The directors of Pubco are as follows:

Name	Age	Position
Michael Burns	65	Vice Chair, Director
Mignon Clyburn	62	Director
Gordon Crawford	77	Director
Priya Dogra	44	Director
Jon Feltheimer	72	Chief Executive Officer, Director
Emily Fine	50	Director
Michael T. Fries	61	Director
John D. Harkey, Jr.	63	Director
Susan McCaw	61	Director
Yvette Ostolaza	59	Director
Mark H. Rachesky. M.D.	65	Director
Daryl Simm	62	Director
Hardwick Simmons	83	Director
Harry E. Sloan	74	Director

Executive Officers

Jon Feltheimer is the Chief Executive Officer and a member of the Board of Directors of Lions Gate Parent. During his entertainment industry career, Mr. Feltheimer has held leadership positions at Lions Gate Parent, Sony Pictures Entertainment and New World Entertainment, and has been responsible for tens of thousands of hours of television programming and hundreds of films. Prior to joining Lions Gate Parent, Mr. Feltheimer served as President of TriStar Television from 1991 to 1993, President of Columbia TriStar Television from 1993 to 1995, and President of Columbia TriStar Television Group and Executive Vice President of Sony Pictures Entertainment from 1995 to 1999, where he oversaw the launch of dozens of successful branded channels around the world. Mr. Feltheimer is a director of Grupo Televisa, S.A.B. (NYSE: TV; BMV: TLEVISA CPO).

Qualifications: During Mr. Feltheimer's tenure, Lions Gate Parent has grown from its independent studio roots into a global media and entertainment leader encompassing world-class film and television operations backed by
a more than 20,000-title library. As Chief Executive Officer, Mr. Feltheimer will provide a critical link to management's perspective in Pubco Board discussions regarding the business and strategic direction of LG Studios. With extensive experience at three different studios in the entertainment industry, Mr. Feltheimer brings an unparalleled level of strategic and operational experience to the Pubco Board, as well as an in-depth understanding of Lionsgate's industry and invaluable relationships within the business and entertainment community.

Michael Burns is Vice Chair and a member of the Board of Directors of Lions Gate Parent. Mr. Burns joined Lions Gate Parent's Board of Directors in August 1999 and became Vice Chair in March 2000. Mr. Burns served

as Managing Director and Head of Office at Prudential Securities' Los Angeles Investment Banking Office from 1991 to March 2000, Mr. Burns has been a director and member of the Finance and Capital Allocation Committee, and the Nominating, Governance & Social Responsibility Committees of Hasbro, Inc. (NASDAQ: HAS) since 2014.

Qualifications: Mr. Burns has worked with Chief Executive Officer Jon Feltheimer in building Lions Gate Parent into a multibillion-dollar media and entertainment leader with world-class film and television studio operations. With an accomplished investment banking career prior to Lionsgate, in which he specialized in raising equity within the media and entertainment industry, Mr. Burns brings to the Pubco Board important business and financial expertise in its deliberations on complex transactions and other financial matters. Additionally, Mr. Burns' extensive knowledge of and history with Lionsgate, financial background, in-depth understanding of the media and entertainment industry, connections within the business community and relationships with Lions Gate Parent shareholders, make him an invaluable member of the Pubco Board.

James W. Barge has been Lions Gate Parent's Chief Financial Officer since October 2013. From October 2010 to November 2012, Mr. Barge served as the Executive Vice President, Chief Financial Officer of Viacom, Inc. (having served as its Executive Vice President, Controller, Tax and Treasury since January 2008), where he was responsible for overseeing all aspects of the company's global finances and capital structure, as well as information technology, risk management and internal audit activities. Prior to joining Viacom, Mr. Barge served as Senior Vice President, Controller and Chief Accounting Officer (from October 2002 to December 2007) and Vice President and Controller (from February 2000 to October 2002) of Time Warner Inc., where he was responsible for the company's overall financial planning, reporting and analysis, including budgeting and long-range planning, and led several shared service and global process improvement initiatives. Mr. Barge joined Time Warner in March 1995 as Assistant Controller. Prior to joining Time Warner, Mr. Barge held several positions at Ernst & Young, including Area Industry Leader of the Consumer Products Group and National Office Partner, where he was responsible for the resolution of SEC accounting and reporting issues. Mr. Barge is the Chair of the Audit Committee and a member of the Nominating and Governance Committee of Scholastic Corporation (NASDAQ: SCHL).

Brian Goldsmith has been Lions Gate Parent's Chief Operating Officer since October 2012, and served as Lions Gate Parent's Executive Vice President, Corporate Development and Strategy, from September 2008 to October 2012. Prior to that, Mr. Goldsmith served as the Chief Operating Officer and Chief Financial Officer of Mandate Pictures, LLC, a wholly-owned subsidiary of Lionsgate since September 2007.

Bruce Tobey has been Lions Gate Parent's Executive Vice President and General Counsel since March 2023. Prior to that, Mr. Tobey was a partner at O'Melveny & Myers LLP, where he worked from August 2012 to March 2023. Prior to joining O'Melveny & Myers LLP, Mr. Tobey also served as Chief Operating Officer at CBS Films from March 2007 to December 2010, as Executive Vice President at Paramount Pictures Corporation from February 2001 to August 2005, and as a partner at Troop Steuber Pasich Reddick & Tobey, LLP (and its predecessor firm), where he worked from May 1986 to March 2000.

Directors

For more information about Jon Feltheimer and Michael Burns, see the subsection above entitled "*Executive Officers*".

Mignon Clyburn is President of MLC Strategies, LLC, a Washington, D.C.-based consulting firm, a position she has held since January 2019. Previously, Ms. Clyburn served as a Commissioner of the U.S. Federal Communications Commission (the "FCC") from 2009 to 2018, including as acting chair. While at the FCC, she was committed to closing the digital divide and championed the modernization of the agency's Lifeline Program, which assists low-income consumers with voice and broadband service. In addition, Ms. Clyburn promoted diversity in media ownership, initiated Inmate Calling Services reforms, supported inclusion in STEM

opportunities and fought for an open internet. Prior to her federal appointment, Ms. Clyburn served 11 years on the Public Service Commission of South Carolina and worked for nearly 15 years as publisher of the Coastal Times, a Charleston weekly newspaper focused on the African American community.

Other Directorships: Ms. Clyburn is a director of Lionsgate and has been a director of RingCentral, Inc. (NYSE: RNG) since November 2020. Ms. Clyburn previously served on the board of directors of Charah Solutions, Inc. until July 2023.

Qualifications: Ms. Clyburn has extensive experience as a state regulator of investor-owned utilities and as a federal commissioner in the technology and telecommunications fields. Such expertise and additional background as a successful business executive, makes Ms. Clyburn invaluable and well qualified to serve on the Pubco Board.

Gordon Crawford serves as Director Emeritus of the Board of Trustees of the U.S. Olympic and Paralympic Foundation (which he Chaired for nine years from its inception in 2013), and as a Life Trustee on the Board of Trustees of Southern California Public Radio (which he Chaired from 2005 to 2012). Mr. Crawford formerly served as Vice Chairman at The Nature Conservancy and is currently a member of the Emeritus Board of the Nature Conservancy. Mr. Crawford is a past Vice Chairman of the Paley Center for Media and a member of the Board of Trustees of Berkshire School. Mr. Crawford also served on the Board of the U.S. Olympic and Paralympic Committee, and as a member of the Board of the LA24 Olympic and Paralympic Bid Committee. For over 40 years, Mr. Crawford served in various positions at Capital Research and Management, a privately held global investment management company. In December 2012, Mr. Crawford retired as its Senior Vice President.

Other Directorships: Mr. Crawford is a director of Lionsgate and serves as Director Emeritus of the Board of Trustees of the U.S. Olympic and Paralympic Foundation (which he Chaired for nine years from its inception in 2013), and as a Life Trustee on the Board of Trustees of Southern California Public Radio (which he Chaired from 2005 to 2012). Mr. Crawford formerly served as Vice Chairman at The Nature Conservancy and is currently a member of the Emeritus Board of the Nature Conservancy. Mr. Crawford is a past Vice Chairman of the Paley Center for Media and a member of the Board of Trustees of Berkshire School. Mr. Crawford also served on the Board of the U.S. Olympic and Paralympic Committee, and as a member of the Board of the LA24 Olympic and Paralympic Bid Committee.

Qualifications: Mr. Crawford has been one of the most influential and successful investors in the media and entertainment industry for over 40 years. Mr. Crawford's professional experience and deep understanding of the media and entertainment sector makes Mr. Crawford a valuable member of the Pubco Board.

Priya Dogra has most recently served as President and Managing Director, Warner Bros. Discovery, Europe, Middle East and Africa, overseeing the media company's businesses across the region. Prior to this, Ms. Dogra led Warner Media's (formerly, Time Warner) EMEA and Asia Pacific businesses from 2020 to 2022. Ms. Dogra joined Time Warner in 2009, where she held a number of senior roles including Head of Mergers & Acquisitions and Head of Strategy and Corporate Development, leading all major transactions and strategic initiatives across the company. Ms. Dogra began her career at Citi in investment banking covering the clients in the media and telecom sectors based out of Toronto, New York and London from 2002 to 2009.

Qualifications: Ms. Dogra has extensive experience in the media and entertainment industry, including in international operations, mergers and acquisitions, corporate finance, strategy, and business development. Ms. Dogra's expertise in global film and television businesses, across commercial and creative functions, makes her an invaluable member of the Board.

Emily Fine is a principal of MHR Fund Management, a New York based private equity firm that manages approximately $5 billion of capital and has holdings in public and private companies in a variety of industries. Ms. Fine joined MHR Fund Management in 2002 and is a member of the firm's investment committee. Prior to

joining MHR Fund Management, Ms. Fine served as Senior Vice President at Cerberus Capital Management, L.P. and also worked at Merrill Lynch in the Telecom, Media & Technology Investment Banking Group, where she focused primarily on media merger and acquisition transactions.

Other Directorships: Ms. Fine is a director of Lionsgate and serves on the Board of Directors of Rumie Initiative, anon-profit organization dedicated to providing access to free educational content through digital microlearning.

Qualifications: Ms. Fine brings to the Pubco Board a unique perspective of Lionsgate's business operations and valuable insight regarding financial matters. Ms. Fine has over 25 years of investing experience and experience working with various companies in the media industry, including, as a principal of MHR Fund Management, working closely with Lionsgate over the past fourteen years.

Michael T. Fries has served as the Chief Executive Officer, President and Vice Chairman of the Board of Directors of Liberty Global, plc ("Liberty Global") (NASDAQ: LBTYA, LBTYB, LBTYK) since June 2005. Mr. Fries was Chief Executive Officer of UnitedGlobalCom LLC ("UGC") from January 2004 until the businesses of UGC and Liberty Media International, Inc. were combined to form Liberty Global. As an executive officer of Liberty Global and co-founder of its predecessor, Mr. Fries has overseen its growth into a world leader in converged broadband, video and mobile communications. Liberty Global delivers next generation products through advanced fiber and 5G networks, and currently provides over 86 million connections across Europe and the U.K. Liberty Global's joint ventures in the U.K. and the Netherlands generate combined annual revenue of over $17 billion, while remaining operations generate consolidated revenue of more than $7 billion. Through its substantial scale and commitment to innovation, Liberty Global is building Tomorrow's Connections Today, investing in the infrastructure and platforms that empower customers and deploying the advanced technologies that nations and economies need to thrive. Additionally, Liberty Global's investment arm includes a portfolio of more than 75 companies across content, technology and infrastructure.

Other Directorships: Mr. Fries is a director of Lionsgate and is Executive Chairman of Liberty Latin America Ltd. (since December 2017) (NASDAQ: LILA) and a director of Grupo Televisa S.A.B. (since April 2015) (NYSE: TV; BMV: TLEVISA CPO). Mr. Fries serves as a board member of CableLabs® and as a Digital Communications Governor and Steering Committee member of the World Economic Forum. Mr. Fries serves as trustee and finance committee member for The Paley Center for Media.

Qualifications: Mr. Fries has over 30 years of experience in the cable and media industry. As an executive officer of Liberty Global and co-founder of its predecessor, Mr. Fries has overseen its growth into a world leader in converged broadband, video and mobile communications. Liberty Global delivers next generation products through advanced fiber and 5G networks, and currently provides over 86 million connections across Europe and the U.K. Liberty Global's joint ventures in the U.K. and the Netherlands generate combined annual revenue of over $17 billion, while remaining operations generate consolidated revenue of more than $7 billion. Through its substantial scale and commitment to innovation, Liberty Global is building Tomorrow's Connections Today, investing in the infrastructure and platforms that empower customers and deploying the advanced technologies that nations and economies need to thrive. Additionally, Liberty Global's investment arm includes a portfolio of more than 75 companies across content, technology and infrastructure. Mr. Fries' significant executive experience in building and managing international distribution and programming businesses, in-depth knowledge of all aspects of a global telecommunications business and responsibility for setting the strategic, financial and operational direction for Liberty Global contribute to the Pubco Board's consideration of the strategic, operational and financial challenges and opportunities of the Studio Business, and strengthen the Pubco Board's collective qualifications, skills and attributes.

John D. Harkey, Jr. has served as the principal and founder of JDH Investment Management, LLC, an investment advisory firm, since 2007, and as chairman and chief executive officer of Consolidated Restaurant Operations, Inc., a full-service and franchise restaurants company, since 1998. Mr. Harkey is also a co-founder,

and has served on the board of directors, of Cessation Therapeutics, a developer of vaccines for addictions to fentanyl, heroin and nicotine, since June 2018. In addition, he was a co-founder of AveXis, Inc., a biotechnology company, from 2010 until it was acquired in 2018 by Novartis AG, and served as executive chairman from 2010 to 2015. Mr. Harkey holds a B.B.A. in Business Honors from the University of Texas at Austin, a J.D. from the University of Texas School of Law, and an M.B.A. from Stanford Graduate School of Business.

Other Directorships: Mr. Harkey is a director of Lionsgate and serves on the board of directors of several privately-held companies andnon-profit organizations, and previously served on the board of directors of Sumo Logic, Inc. until its acquisition by Francisco Partners in May 2023, Loral Space & Communications Inc., until its merger with Telesat Canada in November 2021, and Emisphere Technologies, Inc., until its acquisition by Novo Nordisk in December 2020.

Qualifications: Mr. Harkey has extensive operational experience as a private investor and chief executive, in both public and private companies, across a wide range of industries. Mr. Harkey qualifications and experiences, including executive leadership, global leadership, growth and operational scale, business development and strategy, finance and accounting, legal, regulatory, and compliance, and public company board membership, are invaluable to the Pubco Board.

Susan McCaw is currently the President of SRM Capital Investments, a private investment firm. Before this, Ms. McCaw served as President of COM Investments, a position she held from April 2004 to June 2019 except while serving as U.S. Ambassador to the Republic of Austria from November 2005 to December 2007. Prior to April 2004, Ms. McCaw was the Managing Partner of Eagle Creek Capital, a private investment firm investing in private technology companies, a Principal with Robertson, Stephens & Company, a San Francisco-based technology investment bank, and an Associate in the Robertson Stephens Venture Capital Group. Earlier in her career, Ms. McCaw was a management consultant with McKinsey & Company.

Other Directorships: Ms. McCaw is a director of Lionsgate and is a Director and member of the Leadership Development and Compensation Committee of Air Lease Corporation (NYSE: AL). Ms. McCaw is the Vice Chair of the Hoover Institution and a board member of the Ronald Reagan Presidential Foundation & Institute, Teach for America, and the Stanford Institute for Economic Policy Research. She is also a founding board member of the Malala Fund and serves as the Chair of the Knight-Hennessy Scholars Global Advisory Board. Ms. McCaw is also Trustee Emerita of Stanford University.

Qualifications: Ms. McCaw brings deep experience and relationships in global business and capital markets to the Pubco Board through her private sector experience in investment banking and investment management, and through her public service as a former U.S. Ambassador. Ms. McCaw holds a Bachelor's Degree in Economics from Stanford University and a Masters of Business Administration from Harvard Business School. Ms. McCaw's experience both as an investor and diplomat brings broad and meaningful insight to the Pubco Board's oversight of the Studio Business.

Yvette Ostolaza has been a partner since October 2013 at Sidley Austin LLP, a global law firm with 21 offices in four continents and $3.1 billion in revenue. She currently serves as Sidley's Management Committee Chair and as a member of the firm's Executive Committee. Ms. Ostolaza has served on a number of nonprofit organizations as a board member or trustee. She regularly advises companies and boards in governance, crisis management, internal investigations, and litigation matters. Ms. Ostolaza was recently named to CNBC's 2024 inaugural list of 50 "Changemakers: Women Transforming Business." She has received-awards for her leadership, legal work, and community involvement, including the American Bar Association Margaret Brent award in 2023, Girls, Inc.'s "Woman of Achievement" award, Hispanic National Bar Law Firm Leader of 2022, Texas Lawyer's Lifetime Achievement Award, and one of 20 "Women of Excellence" nationally by Hispanic Business magazine.

In 2018, she received the Anti-Defamation League's Schoenbrun Jurisprudence Award for her outstanding leadership and exemplary contributions to the community.

Other Directorships: Ms. Ostolaza is a director of Lionsgate.

Qualifications: Ms. Ostolaza has spent her career developing a global practice representing public and private companies, board committees, and directors and officers in high-profile litigation, investigations, shareholder activism, regulatory, governance, and crisis management matters across a wide variety of industries. This breadth of experience provides important insight and counsel to the Pubco Board's oversight of the Studio Business.

Mark H. Rachesky. M.D. is the Founder and Chief Investment Officer of MHR Fund Management LLC, a New York-based private equity firm that manages approximately $5 billion of capital and has holdings in public and private companies across a variety of industries. Dr, Rachesky is also the Non-Executive Chairman of the Board of Directors, member of the Nominating Committee and the Human Resources and Compensation Committee of Telesat Corporation (NASDAQ: TSAT), and a director and member of the Nominating Committee, the Corporate Governance Committee and the Compensation Committee of Titan International, Inc. (NYSE: TWI). Dr. Rachesky formerly served on the Board of Directors of Loral Space & Communications Inc. until its merger with Telesat Canada in November 2021, on the Board of Directors of Navistar International Corporation (NYSE: NAV) until its merger with Traton SE in July 2021, and on the Board of Directors of Emisphere Technologies Inc. until it was acquired by Novo Nordisk in December 2020. Dr. Rachesky also serves on the Board of Directors of Mt. Sinai Hospital Children's Center Foundation, the Board of Advisors of Columbia University Medical Center, as well as the Board of Overseers of the University of Pennsylvania.

Other Directorships: Dr. Rachesky is a director of Lionsgate and the Non-Executive Chairman of the Board of Directors, member of the Nominating Committee and the Human Resources and Compensation Committee of Telesat Corporation (NASDAQ: TSAT), and a director and member of the Nominating Committee, the Corporate Governance Committee and the Compensation Committee of Titan International, Inc. (NYSE: TWI). Dr. Rachesky formerly served on the Board of Directors of Loral Space & Communications Inc. until its merger with Telesat Canada in November 2021, on the Board of Directors of Navistar International Corporation (NYSE: NAV) until its merger with Traton SE in July 2021, and on the Board of Directors of Emisphere Technologies Inc. until it was acquired by Novo Nordisk in December 2020. Dr. Rachesky also serves on the Board of Directors of Mt. Sinai Hospital Children's Center Foundation, the Board of Advisors of Columbia University Medical Center, as well as the Board of Overseers of the University of Pennsylvania.

Qualifications: Dr. Rachesky has demonstrated leadership skills as well as extensive financial expertise and broad-based business knowledge and relationships. In addition, as the Chief Investment Officer of MHR Fund Management LLC, with a demonstrated investment record in companies engaged in a wide range of businesses over the last 25 plus years, together with his experience as chair and director of other public and private companies, Dr. Rachesky brings broad and insightful perspectives to the Pubco Board relating to economic, financial and business conditions affecting the Studio Business and its strategic direction.

Daryl Simm has been the President and COO of Omnicom Group, Inc. (NYSE: OMC) since November 2021. From February 1998 to November 2021, Mr. Simm was Chairman and Chief Executive Officer of Omnicom Media Group, a division of Omnicom Group, Inc. Mr. Simm leads one of the industry's marketing services companies representing blue-chip global advertisers that connect their brands to consumers through entertainment content. The agencies he leads routinely receive accolades as the most effective and creative in their field and he has been recognized as one of the "100 most influential leaders in marketing, media and tech." Earlier in his career, Mr. Simm ran P&G Productions, a prolific producer of television programming, where he was involved in large co-production ventures and international content distribution. Mr. Simm was also the top media executive at Procter & Gamble, the world's largest advertiser and a pioneer in the use of branded entertainment content.

Other Directorships: Mr. Simm is a director of Lionsgate.

Qualifications: Mr. Simm leads one of the industry's marketing services companies representing blue-chip global advertisers that connect their brands to consumers through entertainment content. The agencies he leads

routinely receive accolades as the most effective and creative in their field and he has been recognized as one of the "100 most influential leaders in marketing, media and tech." Earlier in his career, Mr. Simm ran P&G Productions, a prolific producer of television programming, where he was involved in large co-production ventures and international content distribution. Mr. Simm was also the top media executive at Procter & Gamble, the world's largest advertiser and a pioneer in the use of branded entertainment content. Mr. Simm's broad experience across the media and content space makes him well qualified to serve on the Pubco Board.

Hardwick Simmons currently serves as a director of several privately held companies. From February 2001 to June 2003, Mr. Simmons served first as Chief Executive Officer and then as Chairman and Chief Executive Officer at The NASDAQ Stock Market Inc. From May 1991 to December 2000, Mr. Simmons served as President and Chief Executive Officer of Prudential Securities Incorporated. From 2003 to 2016, Mr. Simmons was the Lead Director and Chairman of the Audit and Risk Committee of Raymond James Financial (NYSE: RJF).

Other Directorships: Mr. Simmons is a director of Lionsgate. From 2003 to 2016, Mr. Simmons was the Lead Director and Chairman of the Audit and Risk Committee of Raymond James Financial (NYSE:RJF).

Qualifications: Mr. Simmons, through an accomplished career overseeing one of the largest equity securities trading markets in the world and other large complex financial institutions, brings important business and financial expertise to the Pubco Board in its deliberations on complex transactions and other financial matters. In addition, his broad business knowledge, connections in the business community and valuable insight regarding investment banking and regulation are relevant to the Pubco Board's oversight of the Studio Business.

Harry E. Sloan is a founder, public company chief executive officer and a leading investor in the media, entertainment and technology industries. Mr. Sloan is the Chairman and CEO of Eagle Equity Partners II, LLC ("Eagle Equity"). Under Mr. Sloan's leadership, Eagle Equity has acquired and taken public, through special purpose acquisition companies, several digital media companies including, during 2020, Draft Kings, Inc. (Nasdaq: DKNG) ("DraftKings") and Skillz Inc. (NYSE: SKLZ). Mr. Sloan has been at the forefront and evolution of the video gaming industry as one of the founding investors and a Board Member of Zenimax/Bethesda Game Studios, the awarding winning studio acquired by Microsoft in March 2021. Mr. Sloan co-founded Soaring Eagle Acquisition Corp., which raised $1.725 billion in its initial public offering in February 2021, and in September 2021, completed its initial business combination with Ginkgo Bioworks Holdings, Inc. (NYSE: DNA) ("Ginkgo"). In January 2022, Mr. Sloan and his partners launched Screaming Eagle Acquisition Corp. (NASDAQ: SCRM). Earlier in his career, Mr. Sloan was Chairman and Chief Executive Officer of MGM Studios and founded and led two public companies in the entertainment media arena, New World Entertainment and SBS Broadcasting, S.A. Mr. Sloan was also one of the founding investors of Lionsgate and served as Lionsgate's Non-Executive Chairman from 2004 to 2005.

Other Directorships: Mr. Sloan is a director of Lionsgate and a member of the Board of Directors and a member of the Audit Committee of Ginkgo, and Vice Chairman of the Board of Directors and Chair of the Nominating and Corporate Governance Committee of DraftKings.

Qualifications: Mr. Sloan's extensive experience as an international media investor, entrepreneur and studio executive makes him well qualified to serve on the Pubco Board.

As further described under "*Certain Relationships and Related Transactions—StudioCo Relationships and Related Party Transactions—Investor Rights Agreement*," certain investors of Lionsgate will have a right to appoint certain directors to the Pubco Board under the Investor Rights Agreement pursuant to the LG Parent Investor Rights Agreement. The initial designees to the Pubco Board of MHR Fund Management will be Dr. Mark H. Rachesky, Emily Fine and John D. Harkey, Jr. The initial designee to the Pubco Board of Liberty Global will be Michael T. Fries and the initial designee to the Pubco Board of Discovery will be Priya Dogra.

Corporate Governance

Pubco is committed to good corporate governance, which will help it compete more effectively and build long-term shareholder value. Pubco is governed by the Pubco Board and committees of the Pubco Board that meet throughout the year. Directors discharge their responsibilities at Pubco Board and committee meetings through ongoing communication with each other and with management throughout the year.

Governance is a continuing focus at Pubco, starting with the Pubco Board and extending to management and all employees. Therefore, the Pubco Board reviews Pubco's policies and business strategies and advise and counsel its Chief Executive Officer and the other executive officers who manage Pubco's businesses, including actively overseeing and reviewing, on at least an annual basis, Pubco's strategic plans.

In addition, Pubco solicits feedback from shareholders on corporate governance and executive compensation practices and engage in discussions with various groups and individuals on these matters.

EXECUTIVE AND DIRECTOR COMPENSATION

Since Pubco was, until the Closing, a wholly-owned subsidiary of Lions Gate Parent and the Studio Business was conducted as a part of the broader business of Lions Gate Parent in fiscal 2024 and 2023 compensation decisions for the individuals who managed the Studio Business were made by Lionsgate in fiscal 2024 and 2023. The individuals who were the named executive officers of Lions Gate Parent for fiscal 2024 and 2023 became Pubco's executive officers following the Business Combination. Therefore, the information regarding executive compensation related matters of the Studio Business required by Item 402 of Regulation S-K set forth below are generally reproduced from the proxy statement for the annual meeting of the shareholders of Lions Gate Parent filed with the SEC on October 13, 2023 and references to "this proxy statement" in the following section refer to such proxy statement filing.

Unless otherwise indicated or the context otherwise requires, references in this section of this prospectus to "Lionsgate," "Company," "we," "us" or "our" refer to Lions Gate Parent prior to the consummation of the Business Combination and to the "Board" and "Compensation Committee" refer to the board of directors of Lions Gate Parent and the Compensation Committee of the board of directors of Lions Gate Parent, respectively, in each case prior to the consummation of the Business Combination.

COMPENSATION DISCUSSION AND ANALYSIS

Named Executive Officers

This *Compensation Discussion and Analysis* is designed to provide shareholders with an understanding of the Company's executive compensation philosophy and objectives, and practices. In doing so, it describes the material elements of compensation at the Company awarded to, earned by, or paid to, the individuals who served as our principal executive officer, principal financial officer, and three other most highly compensated executive officers for fiscal 2024 (the "Named Executive Officers"). The Named Executive Officers for fiscal 2024 include the following:

Named Executive Officer	Position
Jon Feltheimer	Chief Executive Officer
Michael Burns	Vice Chair
James W. Barge	Chief Financial Officer
Brian Goldsmith	Chief Operating Officer
Bruce Tobey	Executive Vice President and General Counsel

Executive Summary

❶ Who We Are

We (NYSE: LGF.A, LGF.B) encompass world-class motion picture and television studio operations aligned with the STARZ premium subscription platform to bring a unique and varied portfolio of entertainment to consumers around the world. Our film, television, subscription and location-based entertainment businesses are backed by a more than 20,000-title library and a valuable collection of iconic film and television franchises.

❷ Our Content

*5 films
*$3.3 billion+ global box office

*4 films
*$1 billion+ global box office
Television origin story, *The Continental, and Ballerina spin-off*

*10 films
*$1 billion+ global box office

*5 films
*$3.4 billion+ global box office

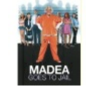
*2 films
*$600 million+ global box office
Now You See Me 3 in development

*3 spinoffs (*Power Book II: Ghost, Power Book III: Raising Kanan, Power Book IV: Force*)
* *Power* prequel, *Origins*, in development

*Best-selling library title
* Upcoming Film

*7 seasons
*4 Emmy awards (21 nominations)

*7 seasons
*4 consecutive *Best Drama* Emmy's (116 nominations)

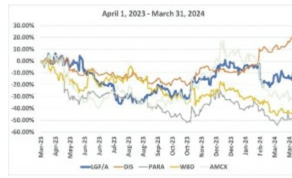


❸ What Management Accomplished in Fiscal 2024

The Company has not yet completed its review of financial and operational performance for the 2024 fiscal year. The Company expects to complete its review in the first quarter of fiscal 2025 and will disclose such information following such determination.

❹ Stock Performance

The Company's Class A voting common stock (NYSE: LGF.A) has outperformed many of its media studio and streaming peers over the last 12 months.



❺ Compensation Program Goals and Principles

- Attract, retain and motivate top talent in an intensely competitive industry
- Align executive pay with performance and shareholder interests
- Incentivize long-term value creation and maintain a balanced compensation structure
- Maintain appropriate level of "at-risk" compensation
- Maintain a strong "clawback" policy
- No tax gross-ups on severance or other change in control benefits
- No repricing or buyouts of underwater stock options/SARs without shareholder approval
- Utilize "double trigger" change in control provisions that only provide benefits upon qualified terminations in connection with a change in control

❻ Compensation Committee Practices

- Maintain proactive, ongoing and transparent dialogue with investors
- Review cost and dilutive impact of stock compensation
- Use appropriate peer groups and industry survey data when establishing compensation
- Apply performance metrics consistently for all employees, including executives
- Take counsel from an independent outside consultant, Pay Governance

❼ The Components of Executive Compensation

Item	Nature	Purpose	Basis
Base Salary	Fixed; Short-term	Provide degree of financial stability; Retention	Competitive within peer and industry context
Annual Incentive Bonus	At-risk; Short-term	Reward near-term performance; Promotion and contribution of business strategy; Ensure competitive compensation	Competitive within peer and industry context; Performance-based, with defined target opportunity
Long-Term Incentive Awards	At-risk Long-term	Retention; Reward long-term performance; Align with shareholder interests	Competitive within peer and industry context; Time and performance-based equity, vesting in tranches over multiple years

Determination of Annual Incentive Bonuses For Fiscal 2024

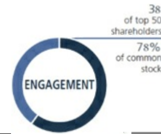
* The Compensation Committee has not yet determined 2024 annual incentive bonuses for the Named Executive Officers. The Company expects that such determination will be made in the first quarter of fiscal 2025 and will disclose the bonuses following such determination.

For more information on the compensation of the Named Executive Officers, please see the *Summary Compensation Table* below.

Shareholder Engagement

We proactively engage with shareholders and other stakeholders throughout the year to discuss significant issues, including company performance and strategy, corporate governance, executive compensation, and environmental, social, and governance topics. We take feedback and insights from our engagement with shareholders and other stakeholders into consideration, as we review and evolve our practices and disclosures, and further share them with the Board, as appropriate.

In fiscal 2024, we engaged with 38 of our top 50 shareholders and actively-managed institutional investors owning approximately 78% of the Company's common stock (not including shares held by officers and directors). Participating in this outreach were Messrs. Feltheimer, Burns, Barge, Goldsmith, Jeff Hirsch, the President and Chief Executive Officer of Starz, and other senior executives from all of the Company's businesses with support from the Company's Investor Relations Department.



Investor Conferences	Investor Meetings
✓ Presented at several major investor conferences, including: • The Morgan Stanley 2023 Tech, Media, &Telecom Conference; and • The Deutsche Bank 2024 Media, Internet and Telecom Conference.	✓ Held more than 100 virtual and in-person investor meetings, representing virtually all of the Company's analysts and top 25 shareholders. ✓ In January 2024, held an investor presentation conference call in connection with the Company's proposed business combination involving its studio business and Screaming Eagle Acquisition Corp. ✓ Met with over 50 investors and current Company shareholders in one-on-one meetings related to the Company's proposed business combination.

At the Company's 2023 Annual General and Special Meeting of Shareholders held on November 28, 2023 (the "2023 Annual Meeting"), 66% of votes cast at that meeting voted in favor of the Company's executive compensation program (referred to as a "say-on-pay proposal"). As noted above, we seek input on our executive compensation program from our shareholders on an ongoing basis, and the Compensation Committee will continue to take their views into account in making its determinations.

Key Features of Our Executive Compensation Program

The Compensation Committee believes that our executive compensation program aligns the interests of the Named Executive Officers with the Company's long-term strategic direction and the interests of our shareholders. Our program's key features include:

- Competitive pay using peer group and industry data for compensation decisions.
- Significant "at risk" pay.
- The Company provides annual incentive opportunities and other long-term equity awards, which constitute a significant portion of each executive's total compensation opportunity.
- The Compensation Committee retains discretion in assessing performance and awarding payouts under the annual incentive plan and performance-based equity awards.
- Compensation is balanced – the compensation program provides a mix of fixed compensation and short-term and long-term variable compensation.
- Limited benefits and perquisites are provided.

We have entered into employment agreements with our Named Executive Officers, which we believe have helped create stability for our management team. These agreements are structured to incorporate several features that we believe represent best practices in executive compensation and are generally favored by shareholders. Notably, these agreements do not include provisions for accelerated vesting of equity awards or other payments or benefits that would be triggered solely by a change in control (i.e., there are no "single-trigger" benefits), nor do they provide for gross-ups of taxes on excess parachute payments related to a change in control. Additionally, these agreements do not grant executives the right to voluntarily terminate employment and receive severance in connection with a change in control, except in cases of "good reason" terminations that we view as constructive terminations of employment.

As noted below, equity award grants to Named Executive Officers are generally determined in connection with a new or amended employment agreement with the Company (which includes specifying grants to be made annually over its term). The Company typically does not consider equity-based awards to its executive officers at any other time, but may pay annual bonuses in cash and/or equity awards, and retains discretion to grant equity awards to executives at other times as the Compensation Committee may determine appropriate.

Program Objectives

The goal of the Company's executive compensation program is to facilitate the creation of long-term value for shareholders by attracting, motivating, and retaining qualified senior executive talent. To this end, the Compensation Committee has designed and administered the Company's compensation program to reward executives for sustained financial and operating performance, to align their interests with those of shareholders, and to encourage them to remain with the Company for long and productive careers. A significant portion of the Company's senior executives' compensation is "at risk" in the form of annual and long-term incentive awards that are paid, if at all, based upon performance.

Compensation Practices

What We Do	What We Don't Do
✓ **Pay for Performance:** A significant majority of our executives' target compensation is "at risk" in the form of annual and long-term incentive awards tied to pre-established performance goals aligned with our short- and long-term objectives and/or the value of our stock price.	× **No Tax Gross-ups:** We do not have tax reimbursements or gross-ups on severance or other payments (including parachute payments in connection with a change in control).
✓ **Use Performance Metrics:** Our annual bonus and long-term incentive programs rely on performance metrics, including individual and group contributions, and the Company's financial and operating performance.	× **No Pension Plans or Special Retirement Programs for Executive Officers:** We do not have a defined benefit pension plan or supplemental retirement plan for executive officers.
✓ **Risk Mitigation:** Our compensation program has provisions to mitigate undue risk, including caps on the maximum level of payouts, a clawback policy, multiple performance metrics and board and management processes to identify risk.	× **No Single-Trigger Change in Control Agreements:** We do not provide benefits triggered solely by a change in control of the Company.
✓ **Review of Share Utilization:** The Compensation Committee evaluates share utilization levels by reviewing the cost and dilutive impact of stock compensation.	× **No Hedging:** Board members and executive officers are prohibited from engaging in hedging transactions that could eliminate or limit the risks and rewards of owning our stock.
✓ **Competitive Peer Group:** Our peer group consists of companies with which we directly compete for executive talent and are generally similar to the Company in terms of revenues, market-capitalization and focus of our business.	× **No Repricing of Stock Options or SARs:** Repricing of stock options or SARs is not allowed without the approval of the Company's shareholders.
✓ **Independent Compensation Consultant:** The Compensation Committee retains Pay Governance, an independent compensation consultant, to provide advice on matters concerning executive and non-employee director pay.	× **No Buyout of Underwater Stock Options or SARs:** We do not provide for cash buyouts of underwater stock options or SARs without shareholder approval.
✓ **Limit Perquisites:** We limit perquisites to items that we believe serve a reasonable business purpose.	× **No Evergreen Provisions:** The Lions Gate Entertainment Corp. 2023 Performance Incentive Plan (the "2023 Plan") does not provide for any automatic increases in the number of shares available for issuance under the 2023 Plan.

Process for Determining Executive Compensation

Role of the Compensation Committee

The Company's executive compensation program is administered by the Compensation Committee, which operates pursuant to a written charter. The Compensation Committee, working with management, determines and implements the Company's executive compensation philosophy, structure, policies and programs, and administers the Company's compensation and benefit plans. The Compensation Committee is ultimately responsible for determining the compensation arrangements for the Company's executive officers and reports to the Board on all compensation matters regarding our executives and other key salaried employees.

Role of Management

The Compensation Committee reviews information provided by management in order to help align the design and operation of the executive compensation program with the Company's business strategies and objectives. At various times during fiscal 2024, the Company's Chief Executive Officer and other executives attended relevant portions of Compensation Committee meetings in order to provide information and answer questions regarding the Company's strategic objectives and financial performance that was relevant to the Compensation Committee's decisions. Generally, the Company's Chief Executive Officer makes recommendations to the Compensation Committee with respect to terms of employment for other executive officers (other than himself and the Vice Chair), taking into account competitive market information, the Company's compensation strategy, his qualitative assessment of the particular executive's individual performance, and the experience level of the particular executive. The Compensation Committee discusses these recommendations with the Company's Chief Executive Officer and either approves or modifies them in its discretion. The Compensation Committee is solely responsible for determining the compensation of the Company's Chief Executive Officer and the Company's Vice Chair. None of the Named Executive Officers are members of the Compensation Committee or otherwise have any role in determining their own compensation.

Role of Compensation Consultant

The Compensation Committee retains the services of an outside compensation consultant to assist in its review and determination of the Company's executive compensation program. Throughout fiscal 2024, the Compensation Committee engaged Pay Governance as its independent compensation consultant. Pay Governance assists the committee in the development and evaluation of the Company's executive compensation program, policies and practices, and its determination of executive compensation, and provides advice to the Compensation Committee on other matters related to its responsibilities. Pay Governance reports directly to the Compensation Committee and the Compensation Committee has the sole authority to retain and terminate the consultant, and to review and approve the consultant's fees and other retention terms.

Consultant Independence

During fiscal 2024, Pay Governance did not perform work for the Company other than pursuant to its engagement by the Compensation Committee. The Compensation Committee has assessed the independence of Pay Governance and concluded that its engagement of Pay Governance does not raise any conflict of interest with the Company or any of its directors or executive officers.

Peer Group Analysis

The Compensation Committee utilizes a peer group to make comparisons of its executives' compensation with that of similarly situated executives with other companies in order to help ensure that the Company's compensation packages are competitive with the broader market and aligned with shareholder interests. The peer group is generally comprised of companies focused on film production, television programming, digital content creation and live entertainment, which the Compensation Committee considers to be similar to the Company in terms of revenue, market capitalization, and business focus.

In fiscal 2023, the Compensation Committee retained Pay Governance to update the Company's peer group. Pay Governance noted that the Company competes in a talent market where traditional scope markers such as revenue size and market capitalization are not as relevant as they might be in a typical industrial or general industry company. For instance, many traditional film and television production companies have gradually consolidated over the past decade into a small group of major diversified public entertainment companies, smaller independent studios are private or divisions of non-U.S. based companies, new streaming or digital competitors have experienced rapid growth or are also divisions of much larger public companies, and compensation data for executives running larger studios at competitors are typically not publicly disclosed. Accordingly, Pay Governance developed a broader universe of potential peers by reviewing companies within a specified range of the Company's revenue (e.g., $850 million to $13.5 billion, or approximately 0.25 to 4 times revenue at such time) and market capitalization (e.g., $700 million to $15 billion, or approximately 0.25 to 5 times market capitalization at such time), considering peers in adjacent or similar entertainment content creation/distribution industries, reviewing companies utilized by certain shareholder service firms in their reports on the Company from the previous fiscal year, identifying "peer to peer" companies (i.e., those used by multiple Company peers but not currently used by the Company), and noting "reverse peer" companies (i.e., those disclosing the Company as a peer).

Based on its review, Pay Governance recommended, and the Compensation Committee selected the following peer group, which it utilized for fiscal 2024, and was the same as the peer group used for fiscal 2023:

Peer Group

AMC Networks Inc.	Madison Square Garden Entertainment Corp.
Electronic Arts Inc.	Nexstar Media Group, Inc.
Fox Corporation	Sirius XM Holdings Inc.
Hasbro, Inc.	Take-Two Interactive Software, Inc.
Live Nation Entertainment, Inc.	World Wrestling Entertainment, Inc.

Pay Governance also recommended that the Company continue to utilize industry survey data (such as the Willis Towers Watson Entertainment Industry Survey) to provide compensation data for entertainment-industry specific roles that may not be reflected within the Company's peer group. The participants in this survey include the following:

Entertainment Industry Group

ABC	Paramount/Showtime
Amazon Studios	Sony Pictures Entertainment
AMC Networks	The CW
CBS	Viacom Media Networks
NBCUniversal	Walt Disney Studios
Netflix	Warner Bros. Discovery

The Compensation Committee determined that it would be appropriate to consider this survey data for executive positions, in addition to the peer group data, as companies in these surveys reflect critical competitors for talent. In using this survey data, the Compensation Committee does not focus on any particular companies in the survey (other than the Company's peer group listed above). In this *Compensation Discussion and Analysis*, the term "market" as used for comparison purposes generally refers to the Company's peer group and the survey data described above.

Use of Market Data

Utilizing peer group and industry survey market data, the Compensation Committee evaluates the amount and proportions of base salary, annual incentive pay, and long-term compensation, including target total direct compensation (defined as base salary, target annual bonus, and the grant date fair value of equity awards granted

to the executive during the fiscal year) for a select executive officers, including the Named Executive Officers, relative to the compensation of similarly situated executives with these companies.

While this data serves as informative background for compensation decisions, the Committee doesn't strictly benchmark compensation against any particular level relative to the Company's peer group. Except as otherwise noted in this *Compensation Discussion and Analysis*, decisions by the Compensation Committee are qualitative, reflecting the Compensation Committee's business judgment, which is informed by analysis of the members of the Compensation Committee including input from, and data provided by, Pay Governance. The Compensation Committee believes that the compensation opportunities provided to the Named Executive Officers are appropriate in light of competitive considerations, and will modify its programs as appropriate based on ongoing industry trends and the Company's competitive landscape.

Employment Agreements

We have entered into employment agreements with each of the Named Executive Officers. The terms of each employment agreement are described below under *Description of Employment Agreements*. We believe that it is in the best interests of the Company to enter into multiyear employment agreements with the Named Executive Officers as such multiyear agreements are typical in the Company's industry and assist in retention and recruiting efforts, foster long-term retention, and promote stability among the management team, while still allowing the Compensation Committee to exercise considerable discretion in designing incentive compensation programs and rewarding performance.

In fiscal 2023, the Compensation Committee engaged Pay Governance to assist the committee in structuring and analyzing terms for a new employment agreement with Mr. Barge. The Company proposed an increase to his base salary and target bonus, and the grant of annual long-term equity awards, as described below. Pay Governance provided an analysis of the proposed compensation structure for Mr. Barge utilizing compensation levels for chief financial officers in the Company's peer group. Pay Governance concluded that Mr. Barge's proposed annualized target total direct compensation was slightly above the 75th percentile of the Company's peer group.

Accordingly, in March 2024, the Company entered into a new employment agreement with Mr. Barge to continue to serve as the Company's Chief Financial Officer for a term ending August 1, 2026. The base salary increase, target bonus increase and annual equity awards (including the grant date value, types of awards and vesting provisions) provided in the agreement were established by the Compensation Committee based on its qualitative assessment of Mr. Barge's performance, negotiations with Mr. Barge, and taking into account market data provided by Pay Governance. The agreement generally provides that Mr. Barge's long-term incentive awards under his new agreement (consisting of annual equity awards to be granted during the three-year term of the agreement) would be granted 66% in the form of restricted share units (one-half of which would be subject to time-based vesting andone-half of which would be subject to performance-based vesting) and 34% in the form of stock options (with an exercise price equal to the fair market value on the date of grant), although the Compensation Committee has discretion to change this structure each year. Each of the performance-based awards would vest as to one-third of the shares subject to such award on each of the first, second and third anniversaries of the applicable grant date, subject to the achievement of performance criteria approved by the Compensation Committee in consultation with Mr. Feltheimer for the 12-month period ending on the applicable vesting date. Additionally, the incentive awards provide a long-term retention incentive by vesting equally over the first three anniversaries of the grant date. For more information on this agreement, see the *Description of Employment Agreements* and *Potential Payments Upon Termination or Change in Control* sections below.

Compensation Components

The Company's executive compensation program is generally based on three principal components:

(1) Base salary;

(2) Annual incentive bonuses; and

(3) Long-term incentive awards that are subject to time-based and/or performance-based vesting.

The Company also provides certain perquisites and personal benefits to the Named Executive Officers pursuant to their employment agreements, and severance benefits if the Named Executive Officer's employment terminates under certain circumstances. In structuring executive compensation packages, the Compensation Committee considers how each component of compensation promotes retention and/or motivates performance by the executive.

Base Salary

We provide our executive officers and employees with an annual base salary as a component of fixed compensation. This approach is designed to attract and retain highly qualified executives by ensuring certain predictable compensation levels that reward their continued service. Annual base salaries are established when we hire or otherwise enter into an employment agreement with executives, taking into account market data, peer group and entertainment industry compensation benchmarks, internal assessments of individual and comparative compensation levels, and the executive's individual performance. Our strategy typically involves setting base salaries below industry peers' levels, with a focus on performance-based incentives and stock-based compensation comprising the majority of total compensation.

We provide our executive officers and other employees with an annual base salary as a component of compensation that is fixed. We believe that in order to attract and retain highly qualified executives, we need to provide them with certain predictable compensation levels that reward their continued service. Annual base salaries are established when we hire or otherwise enter into an employment agreement with executives. In determining base salary, the Compensation Committee primarily considers market data and compensation levels of executive officers of companies in the Company's peer group and entertainment industry group, an internal review of the executive's compensation (both individually and relative to other executive officers), and the executive's individual performance. Our practice has been to establish base salaries that are generally lower than the salaries of comparable positions at the Company's peer group, with the significant majority of the executive's compensation being performance-based and/or tied to the value of our shares.

The Named Executive Officers' current base salaries are set forth below under *Description of Employment Agreements*. The Compensation Committee believes that the base salary levels of each of the Named Executive Officers are reasonable in view of the Compensation Committee's assessment of the Company's peer group data for similar positions and the committee's assessment of the Company's overall performance and contribution of those officers to that performance.

Annual Incentive Bonuses

Annual incentive bonuses aim to incentivize our executive officers to achieve annual financial, operational and individual performance goals and focus on promotion of and contribution to achievement of the Company's business strategy. Employment agreements with Named Executive Officers typically provide for a target annual incentive bonus amount, with the amount awarded each year determined at the Compensation Committee's discretion, taking into account the recommendation of the Company's Chief Executive Officer (other than for himself and the Vice Chair), based on performance criteria established by the Compensation Committee.

Payouts for annual incentive awards are determined by using three equally weighted measures: corporate performance (1/3), divisional performance (1/3) and individual performance (1/3). Corporate performance measures the Company's overall financial and operational performance, including key performance indicators closely tied to the Company's strategic objectives and long-term success. Divisional performance evaluates each division's financial performance, operational efficiency, and achievement of division-specific goals and targets

that are aligned with the Company's overall strategic direction. Individual performance assesses employees' contributions, considering various factors such as job responsibilities, individual goals and targets, leadership skills, and contributions to the team and the Company.

An executive's overall performance score is then derived from the average of the three performance measures. The annual incentive bonus amount is then calculated by multiplying the average performance score by each executive's target annual incentive bonus amount. Given the broad responsibilities of the Named Executive Officers, the Compensation Committee evaluates their divisional performance based on overall company performance rather than focusing on any particular division.

Annual incentive bonus target amounts for each of the Named Executive Officers are set as a dollar amount or percentage of base salary, as set forth in their employment agreements. Mr. Burns' 2024 annual incentive bonus target amount is set at 100% of Mr. Burns' annual bonus amount awarded for fiscal 2023 instead of the amount set in his employment agreement.

Name	Fiscal 2024 Target Bonus
Jon Feltheimer	$ 7,000,000
Michael Burns	$ 5,500,000
James W. Barge	$ 3,000,000
Brian Goldsmith	$ 1,250,000
Bruce Tobey	$ 750,000

Retaining Discretion in Awarding Annual Incentive Bonuses

The Compensation Committee exercises certain discretion in determining payouts for annual incentive bonuses, particularly regarding the individual performance measure, and does not apply fixed ratios or formulas, or rely solely on market data or quantitative measures. Instead, the Compensation Committee may consider a range of factors including market data, Company performance and budgetary considerations, the executive's role within the Company, historical performance, expectations for future performance, experience, any recent or anticipated changes in their responsibilities, internal pay equity, retention incentives for succession planning, and other relevant factors deemed appropriate by the Compensation Committee.

The Compensation Committee believes that it is important to retain this discretion for the following reasons:

- Strategic, accretive transactions and other content acquisitions that are expected to positively affect future financial results may not be reflected in near-term corporate performance.
- Investments in new businesses or increased investment in current lines of business may further generate significant long-term shareholder value, but may not be immediately reflected in near-term corporate performance.
- Discretion allows the Compensation Committee to exclude or mitigate the impact of external events beyond management's control, such as unplanned acquisitions and divestitures, unplanned programming or new business investment, corporate transactions, legal expenses or unforeseen events that were not accounted for at the beginning of the fiscal year.

Additionally, the Compensation Committee believes that this approach promotes a balanced and holistic evaluation of employees' performance, and encourages them to play an active role in the Company's overall success while also acknowledging their individual accomplishments. This approach cultivates a performance-oriented culture and underscores the Company's dedication to performance-based compensation principles.

Fiscal 2024 Financial Performance

The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Company expects to complete its review in the first quarter of fiscal 2025.

Fiscal 2024 Operating Performance

The Company has not yet completed its review of operational performance for the 2024 fiscal year. The Company expects to complete its review in the first quarter of fiscal 2025.

Fiscal 2024 Annual Incentive Bonuses

The Company has not yet completed its review of financial and operational performance for the 2024 fiscal year. Accordingly, the Compensation Committee has not yet determined what percentage to award to each executive for the corporate, divisional or individual performance measures for fiscal 2024 annual incentive bonuses, and thus has not yet determined 2024 annual incentive bonuses for the Named Executive Officers. The Company expects to complete its review of financial and operational performance for fiscal 2024 in the first quarter of fiscal 2025, and the Compensation Committee expects to determine annual bonus for the Named Executive Officers in the first quarter of fiscal 2025, following such review.

Long-term Incentive Awards

The Company believes that providing a meaningful equity stake in our business is essential to ensure competitive compensation opportunities. Moreover, the Company believes that providing compensation in the form of equity awards aligns executives' incentives with shareholders' interests, fostering long-term superior performance. Therefore, we have historically made grants of restricted share units, stock options and/or SARs to incentivize our executives in driving shareholder value. The Compensation Committee bases its award grants to executives on a number of factors, including:

- The executive's role within the Company and overall compensation package;
- The executive's performance in fulfilling individual responsibilities;
- Comparative analysis of equity participation among executives at peer group companies; and
- The executive's contribution to the Company's financial success.

Equity Award Grant Practices

Equity award grants to the Named Executive Officers are set forth in their employment agreements, which generally provide terms for annual grants to be made over the agreement's term. These grants are strategically designed to provide incentives throughout the agreement's duration and to incentivize performance throughout the agreement's term. The Compensation Committee then assesses the award terms in the employment agreements each year and makes a final determination as to the terms of the annual equity awards to be granted to the Named Executive Officers for that year.

The Compensation Committee's practice has been to grant the annual equity awards at its first meeting after July 1 each year, which meeting is usually scheduled well in advance. Additionally, the Company may, from time-to-time, grant equity-based awards to executive officers and other employees as part of annual bonuses, in connection with new-hires or promotions, or in other special circumstances, and retains discretion to grant equity awards from time-to-time when and as the Compensation Committee may determine to be appropriate. The release of materialnon-public information is not taken into account in determining the timing and terms of equity award grants, and the Company does not time the disclosure of material nonpublic information for the purpose of affecting the value of executive compensation.

The Company's equity incentive awards as described below are generally made with respect to Class Bnon-voting shares. However, the Compensation Committee has discretion to provide that awards granted under stock incentive plans may be made with respect to the Class A voting shares rather than Class B non-voting shares.

Restricted Share Units	The Company grants long-term incentive awards to the Named Executive Officers in the form of restricted share units that may be subject to time-based and performance-based vesting requirements. Awards generally relate to Class B non-voting shares, with each unit that vests being payable in Class Bnon-voting shares (although awards may also be structured to be payable in cash based on the value of the underlying shares). Awards of time-based restricted share units vest over a period of several years following the date of grant. Thus, the units are designed both to link executives' interests with those of the Company's shareholders (as the units' value is based on the value of Class B non-voting shares) and to provide a long-term retention incentive for the vesting period, as they generally have value regardless of share price volatility. Awards of performance-based restricted share units also cover multiple years, with a percentage of the units subject to the award becoming eligible to vest each year based on the Company's and the individual's performance during that year relative to performance goals reviewed by the Compensation Committee. Before any performance-based restricted share unit is paid, the Compensation Committee must certify that the performance target(s) have been satisfied. The Compensation Committee has discretion to determine the performance target(s) and any other restrictions or other limitations of performance-based restricted share units and may reserve discretion to reduce payments below maximum award limits. Thus, the performance units are designed both to motivate executives to maximize the Company's performance each year and to provide a long-term retention incentive for the entire period covered by the award.
Stock Options	A stock option is the right to purchase shares at a future date at a specified price per share. The Company grants stock options to the Named Executive Officers with an exercise price that is equal to (i) the closing price of a Class B non-voting share on the date of grant, and (ii) in certain cases, as a percentage premium to the closing price of a Class B non-voting share on the date of grant. Thus, the Named Executive Officers will realize value on their stock options only if the Company's shareholders realize value on their shares and, for that reason, the Compensation Committee considers all options to be performance-based awards. The stock options function as a retention incentive for the Company's executives as the executive generally must remain employed through the vesting period. The maximum term of a stock option is 10 years from the date of grant.
Share Appreciation Rights	A share appreciation right (or SAR) is the right to receive payment of an amount equal to the excess of the fair market value of a Class B non-voting share on the date of exercise of the SAR over the base price of the SAR. The Company has made a portion of its long-term incentive awards to the Named Executive Officers in the form of SARs. Upon exercise of a SAR, the holder receives a payment in cash or shares with a value equal to the excess, if any, of the fair market value of a Class B non-voting share on the date of exercise of the SAR over the base price of the SAR. Because the base price of the SAR is not less than the closing price of a Class B non-voting share on the grant date, SARs provide the same incentives as stock options because the holder will realize value on their SARs only if the Company's share price increases after the date of grant. Thus, similar to stock options, SARs are considered by the Compensation Committee to be performance-based awards. The SARs function as a retention incentive for the Company's executives as the executive generally must remain employed through the vesting period. The maximum term of a SAR is 10 years from the date of grant.

Granting of Equity Awards in Fiscal 2024

The following equity awards were granted to the Named Executive Officers in fiscal 2024.

These awards consist of (i) annual grants made to Messrs. Feltheimer, Burns, Barge, Goldsmith and Tobey pursuant to their employment agreements and (ii) a one-time grant made to Mr. Tobey. In addition, these awards consist of a portion of certain performance-based awards approved by the Compensation Committee prior to fiscal 2024 that became eligible to vest during fiscal 2024. In the case of these performance-based awards, the award (or a portion thereof) is treated as granted for accounting purposes on the date on which the Compensation Committee determines whether the applicable performance requirements have been met, and the discussion below relates to the vesting tranches of these awards allocated to fiscal 2024 (including the number of shares awarded by the Compensation Committee based on performance during fiscal 2024) that were allocated to a performance period that ended during fiscal 2024. For more information on these awards, please see the executive compensation tables and narratives that follow this *Compensation Discussion and Analysis*.

- In May 2023, the Compensation Committee determined the vesting of a tranche of an award of performance-based SARs granted to Mr. Barge in September 2019 that was eligible to vest during fiscal 2023. This tranche covered 211,842 SARs with respect to Class B non-voting shares that were eligible to vest based on the Compensation Committee's assessment of the Company's and Mr. Barge's performance during the 12-month period covered by that tranche. For these purposes, the Compensation Committee reviewed the Company's corporate performance discussed in the Company's 2023 proxy statement, and reflected in the Company's Quarterly Reports on Form 10-Q, and also acknowledged the contributions of Mr. Barge cited in the Company's 2023 proxy statement. Accordingly, based on its review, the Compensation Committee approved the vesting of 100% of the performance-based SARs that were subject to this vesting tranche.

- In June 2023, effective July 3, 2023, the Compensation Committee approved annual grants of restricted share units for fiscal 2024(one-half of which would be subject to time-based vesting and one-half of which would be subject to performance-based vesting) to each of the Named Executive Officers. Each of these grants is scheduled to vest over a three-year period. The number of shares subject to the time-based grants are shown in the *Grants of Plan-Based Awards Table* below. As noted above, the performance-based awards are not treated as granted for accounting purposes until the Compensation Committee determines whether the applicable performance requirements have been met, and accordingly, the annual grants made in fiscal 2024 that are subject to performance-based vesting are not reflected in the table.

- In June 2023, the Compensation Committee determined the vesting of a tranche of awards of performance-based restricted share units granted to Messrs. Feltheimer, Barge and Goldsmith in July 2022, that were eligible to vest during fiscal 2024. The tranches covered 96,811, 60,507 and 56,473 restricted share units, respectively with respect to Class B non-voting shares, that were eligible to vest based on the Compensation Committee's assessment of the Company's and the executive's performance during the 12-month period covered by the tranche. For these purposes, the Compensation Committee reviewed the Company's corporate performance reflected in the Company's Annual Report on Form 10-K for the year ended March 31, 2023 and the contributions of Messrs. Feltheimer, Barge and Goldsmith cited in the Company's 2023 proxy statement. Accordingly, based on its review, the Compensation Committee approved the vesting of 100% of the performance-based restricted share units that were subject to these vesting tranches, and these tranches are considered granted for accounting purposes upon the date of the Compensation Committee's determination and are reported in the compensation tables below. However, these tranches of performance-based restricted share units do not vest unless a VWAP Goal (as defined below) is achieved on or before the earlier of (i) the third anniversary of the award date or (ii) the date of termination of the executive's employment or service with the Company or any of its subsidiaries for any reason. The "VWAP Goal" shall be considered achieved on the date on which the volume weighted average of the closing prices of Class B non-voting shares over a period of twenty (20) consecutive trading days ending on such date is equal to or greater than $14.61, in each case in regular trading on the New York Stock Exchange. The VWAP Goal (if not previously achieved) is deemed to have been achieved in full upon any change in control of the Company, or any other extraordinary transaction (including, but not limited to, a full or partial spin-off, split-off, issuance of a tracking stock or other transaction by the Company or its subsidiaries). The VWAP Goal has not yet been achieved and these tranches have not yet vested.

- In June 2023, the Compensation Committee determined the vesting of (i) a tranche covering 90,703 shares of an award of performance-based restricted share units granted to Mr. Barge in July 2020 and (ii) a tranche covering 42,779 shares of an award of performance-based restricted share units granted to Mr. Barge in July 2021, in each case, that were eligible to vest during fiscal 2024 based on the Compensation Committee's assessment of the Company's and Mr. Barge's performance during the 12-month period covered by that tranche. For these purposes, the Compensation Committee reviewed the Company's corporate performance reflected in the Company's Annual Report on Form 10-K for the year ended March 31, 2023 and the contributions of Mr. Barge cited in the Company's 2023 proxy statement. Accordingly, based on its review, the Compensation Committee approved the vesting of 100% of the performance- based restricted share units that were subject to these vesting tranches.
- In June 2023, the Compensation Committee determined the vesting of (i) a tranche covering 79,365 shares of an award of performance-based restricted share units granted to Mr. Goldsmith in July 2020 and (ii) a tranche covering 39,927 shares of an award of performance-based restricted share units granted to Mr. Goldsmith in July 2021, in each case, that were eligible to vest during fiscal 2024 based on the Compensation Committee's assessment of the Company's and Mr. Goldsmith's performance during the 12-month period covered by that tranche. For these purposes, the Compensation Committee reviewed the Company's corporate performance reflected in the Company's Annual Report on Form 10-K for the year ended March 31, 2023, and the contributions of Mr. Goldsmith cited in the Company's 2023 proxy statement. Accordingly, based on its review, the Compensation Committee approved the vesting of 100% of the performance-based restricted share units and the performance-based stock options that were subject to these vesting tranches.
- In July 2023, the Compensation Committee approved the grant of 12,165 time-based restricted share units to Mr. Tobey. The grant is scheduled to vest in July 2024.

Severance and Other Benefits upon Termination of Employment

The Company provides severance protections for the Named Executive Officers under their respective employment agreements. The Compensation Committee determines the level of severance benefits on a case-by-case basis, and, in general, considers them an important part of an executive's compensation, consistent with competitive practices and, particularly in the context of a change in control transaction, playing a valuable role in attracting and retaining key executive officers.

As described in more detail under *Potential Payments Upon Termination or Change in Control* below, the Named Executive Officers would be entitled to severance benefits under their employment agreements in the event of a termination of employment by the Company "without cause" or, in certain cases, for "good reason," as such terms are defined in the executive's employment agreement. The Company has determined that it is appropriate to provide these executives with severance benefits under these circumstances in light of their positions with the Company and as part of their overall compensation package. The cash severance benefits for these executives are generally determined, in the case of Messrs. Feltheimer and Burns, based on their base salary through the remainder of the term covered by their employment agreement and, in the case of the other Named Executive Officers, the greater of 50% of their base salary through the remainder of the term covered by their employment agreement or their base salary for a specified number of months following termination.

The Company also believes that the occurrence, or potential occurrence, of a change in control transaction will create uncertainty regarding the continued employment of our executive officers. This uncertainty results from the fact that many change in control transactions result in significant organizational changes, particularly at the senior executive level. In order to encourage our executive officers to remain employed with the Company during an important time when their prospects for continued employment following the transaction are often uncertain, we provide certain Named Executive Officers with enhanced severance benefits if their employment is terminated by the Company "without cause" or, in certain cases, by the executive for "good reason" in connection with a change in control. We believe that such enhanced severance benefits the Company and the

shareholders by incentivizing the executives to be receptive to potential transactions that are in the best interest of shareholders even if the executives face great personal uncertainty in the change in control context. The cash severance benefits for these executives are generally determined based on their base salary through the remainder of the term covered by their employment agreement (or, if greater, a specified amount in the case of Messrs. Feltheimer and Burns or a specified number of months of base salary following termination in the case of the other Named Executive Officers). In addition, the Company believes it is appropriate to provide these benefits to certain Named Executive Officers (other than Messrs. Feltheimer and Burns) if their employment is terminated in circumstances described above following a change in the senior management of the Company as specified in their respective employment agreements.

As noted above, we do not provide any benefits to the Named Executive Officers that would be payable solely because a change in control occurs or any right to receive a gross-up payment for any parachute payment taxes that may be imposed in connection with a change in control.

See *Potential Payments Upon Termination or Change in Control* below for more information on the severance benefits provided under the Named Executive Officers' employment agreements.

Perquisites and Other Benefits

We provide certain Named Executive Officers with limited perquisites and other personal benefits, such as life insurance policy contributions and club membership dues that the Compensation Committee believes are reasonable and consistent with our overall compensation program, to better enable us to attract and retain superior employees for key positions. Additionally, we own an interest in an aircraft through a fractional ownership program for use, from time to time, for film promotion and other corporate purposes. As we maintain this interest for business purposes, we believe that it is reasonable to afford limited personal use of the aircraft consistent with regulations of the Internal Revenue Service, the SEC and the Federal Aviation Administration. Messrs. Feltheimer and Burns reimburse the Company for a portion of the costs incurred for their limited personal use of the aircraft. All of these perquisites are reflected in the *All Other Compensation* column of the *Summary Compensation Table* and the accompanying footnotes below.

We have also adopted a nonqualified deferred compensation plan to allow the Named Executive Officers and certain other key employees the opportunity to defer a portion of their compensation without regard to the tax code limitations applicable to tax-qualified plans. The deferred compensation plan is intended to promote retention by providing participants with an opportunity to save for retirement in a tax-efficient manner. Please see the *Non-Qualified Deferred Compensation* section below for a description of the plan.

Clawback Policy

In accordance with SEC and NYSE requirements, the Compensation Committee has adopted an executive compensation recovery policy regarding the adjustment or recovery of certain incentive awards or payments made to current or former executive officers in the event that we are required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under the securities laws. In general, the policy provides that, unless an exception applies, we will seek to recover compensation that is awarded to an executive officer based on the Company's attainment of a financial metric during the three-year period prior to the fiscal year in which the restatement occurs, to the extent such compensation exceeds the amount that would have been awarded based on the restated financial results.

Policy with Respect to Section 162(m)

U.S. federal income tax law generally prohibits a publicly held company from deducting compensation paid to a current or former named executive officer that exceeds $1 million during the tax year. Certain awards granted before November 2, 2017, that were based upon attaining pre-established performance measures that were set by

the Compensation Committee under a plan approved by the Company's shareholders, as well as amounts payable to former executives pursuant to a written binding contract that was in effect on November 2, 2017, may qualify for an exception to the $1 million deductibility limit. As one of the factors in its consideration of compensation matters, the Compensation Committee notes this deductibility limitation. However, the Compensation Committee has the flexibility to take any compensation-related actions that it determines are in the best interests of the Company and its shareholders, including awarding compensation that may not be deductible for tax purposes. There can be no assurance that any compensation will in fact be deductible.

COMPANY'S COMPENSATION POLICIES AND RISK MANAGEMENT

The Compensation Committee has reviewed the design and operation of the Company's current compensation structures and policies as they pertain to risk and has determined that the Company's compensation programs do not create or encourage the taking of risks that are reasonably likely to have a material adverse effect on the Company.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

During fiscal 2024, the Compensation Committee consisted of Messrs. Simm (Chair), Fries, Rachesky, Sloan and Ms. McCaw. No member who served on the Compensation Committee at any time during fiscal 2024 is or has been a former or current executive officer of the Company, or had any relationships requiring disclosure by the Company under the SEC's rules requiring disclosure of certain relationships and related-party transactions. None of the Company's executive officers served as a director or a member of a compensation committee (or other committee serving an equivalent function) of any other entity, the executive officers of which served as a director or member of the Compensation Committee during fiscal 2024.

Mr. Harry E. Sloan was an executive officer of SEAC, the parent entity of New SEAC, which was a predecessor of Pubco until the Closing. He owns, directly or indirectly, collectively with other former members of SEAC's management, a material interest in the SEAC Sponsor. See the sections entitled "*Certain Relationships and Related Transactions*" for a summary of agreements between Pubco and the SEAC Sponsor.

EXECUTIVE COMPENSATION INFORMATION

Summary Compensation Table

The *Summary Compensation Table* below quantifies the value of the different forms of compensation earned by or awarded to the Named Executive Officers for fiscals 2024, 2023 and 2022. The primary elements of each Named Executive Officer's total compensation reported in the table are base salary, an annual bonus and long-term equity incentives. The Named Executive Officers also received the other benefits listed in column (i) of the *Summary Compensation Table*, as further described in footnote 3 to the table.

The *Summary Compensation Table* should be read in conjunction with the tables and narrative descriptions that follow. The *Grants of Plan-Based Awards* table and the accompanying description of the material terms of equity awards granted in fiscal 2024 provide information regarding the long-term equity incentives awarded to the Named Executive Officers in fiscal 2024. The *Outstanding Equity Awards at Fiscal 2024 Year-End* and *Option Exercises and Stock Vested* tables provide further information on the Named Executive Officers' potential realizable value and actual value realized with respect to their equity awards. The *Pay Versus Performance* table reflects certain information regarding compensation actually paid to the Named Executive Officers, as defined by Item 402(v) of the SEC's Regulation S-K, and certain measures of our financial performance for the past four fiscal years.

Summary Compensation — Fiscals 2024, 2023 and 2022

Name and Principal Position(a)	Fiscal Year(b)	Salary ($)(c)	Bonus ($)(1) (d)	Stock Awards ($)(2) (e)	Option Awards ($)(2) (f)	Non-Equity Incentive Plan Compensation ($)(1) (g)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($) (h)	All Other Compensation ($)(3) (i)	Total ($) (j)
Jon Feltheimer	2024	$1,500,000	$ *	$5,427,902	$ 0	$ 0	$ 0	$ 286,046	$ *
Chief Executive	2023	$1,500,000	$10,000,000	$9,750,004**	$ 0	$ 0	$ 0	$ 278,405	$21,528,409
Officer	2022	$1,500,000	$ 2,800,000	$1,000,003	$ 0	$ 0	$ 0	$ 285,409	$ 5,585,412
Michael Burns	2024	$1,000,000	$ *	$1,749,999	$ 0	$ 0	$ 0	$ 86,643	$ *
Vice Chair	2023	$1,000,000	$ 5,500,000	$3,500,005**	$ 0	$ 0	$ 0	$ 98,975	$10,098,980
	2022	$1,000,000	$ 2,000,000	$1,344,000	$ 0	$ 0	$ 0	$ 62,289	$ 4,406,289
James W. Barge	2024	$1,166,667	$ *	$3,033,711	$ 911,481	$ 0	$ 0	$ 15,236	$ *
Chief Financial	2023	$1,000,000	$ 3,000,000	$5,965,724**	$ 891,066	$ 0	$ 0	$ 14,285	$10,871,075
Officer	2022	$1,000,000	$ 800,000	$3,200,174	$1,437,120	$ 0	$ 0	$ 13,486	$ 6,450,780
Brian Goldsmith	2024	$1,250,000	$ *	$3,019,557	$ 0	$ 0	$ 0	$ 14,122	$ *
Chief Operating	2023	$1,125,000	$ 1,625,000	$3,648,468**	$ 184,629	$ 0	$ 0	$ 18,802	$ 6,601,899
Officer	2022	$1,000,000	$ 375,000	$3,483,617	$ 568,463	$ 0	$ 0	$ 14,034	$ 5,441,114
Bruce Tobey	2024	$1,000,000	$ *	$ 599,996	$ 0	$ 0	$ 0	$ 25,015	$ *
Executive Vice President and General Counsel	2023	$ 19,231	$ 0	$ 249,999	$ 0	$ 0	$ 0	$ 0	$ 269,230

* As noted above, the Compensation Committee has not yet determined the 2024 annual incentive bonuses for the Named Executive Officers, as the Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Company expects that such determination will be made in the first quarter of fiscal 2025 and will provide an updated *Summary Compensation Table* following such determination.

** As explained in note (1) below, these amounts include the value of equity awards granted early in fiscal 2023 as a portion of the executive's fiscal 2022 annual incentive bonus as follows: for Mr. Feltheimer, $7,200,002 in stock awards; for Mr. Burns, $3,500,005 in stock awards; for Mr. Barge, $3,199,998 in stock awards; and for Mr. Goldsmith, $900,003 in stock awards. Accordingly, the total amount in column (j) for fiscal 2023 is much greater than the total amount for fiscal 2022 as fiscal 2023 reflects both a substantial portion of the value of executive's fiscal 2022 annual incentive bonus granted in equity in fiscal 2023 and the executive's entire fiscal 2023 annual incentive bonus paid in cash in fiscal 2024.

(1) In accordance with SEC rules, any portion of a Named Executive Officer's annual bonus that the Compensation Committee determined would be paid in the form of an equity award is reported in the *Summary Compensation Table* as compensation for the fiscal year in which the award was approved by the Compensation Committee (i.e., the year after the year in which the bonus was earned). For fiscal 2022 each Named Executive's Officer's bonus was awarded partly in cash and partly in the form of equity-based awards with a one-year vesting schedule. Accordingly, the cash portion of each bonus awarded for fiscal 2022 performance is reported in the "Bonus" column for fiscal 2022, and the grant date fair value of the equity awards granted to each executive as part of their fiscal 2022 bonus is reported as compensation for fiscal 2023. For fiscal 2023 each Named Executive's Officer's bonus was awarded in cash. As noted above, the Compensation Committee has not yet determined the 2024 annual incentive bonuses for the Named Executive Officers. The Company expects that such determination will be made in the first quarter of fiscal 2025 and will provide an updated *Summary Compensation Table* following such determination.

(2) The amounts reported in columns (e) and (f) reflect the fair value of these awards on the grant date as determined under the principles used to calculate the value of equity awards for purposes of the Company's financial statements. The fair value of an option award is estimated on the date of grant using a closed-form option valuation model (Black-Scholes). The applicable assumptions used in the Black-Scholes option-pricing model for option awards granted during fiscal 2024 were as follows: risk-free interest rate of 4.01%, expected option life of 3.3 years, expected volatility for options of 46% and expected dividend-yield of 0%. The fair value of a stock award is determined based on the market value of the stock award on the date of grant. Under SEC rules, the entire grant date value of these awards is reported as compensation for the Named Executive Officer for the fiscal year in which the award was granted. As described in the Compensation Discussion and Analysis above under Long-Term Incentive Awards, the Compensation Committee has approved certain grants of restricted share units to Messrs. Feltheimer, Barge and Goldsmith that would vest based on such company and/or individual performance criteria determined by the Compensation Committee in consultation with Mr. Feltheimer for each of the 12-month performance periods covered by these awards (with a tranche of each award being allocated to each of the performance periods for that award). The grant date for accounting purposes for each portion of the award occurs at the end of the applicable performance period when it is determined whether the performance criteria applicable to that portion of the award have been met. Under SEC rules, the value of equity awards is reported as compensation for the fiscal year in which the grant date (as determined for accounting purposes) occurs. Accordingly, to the extent the Compensation Committee determined during a particular fiscal year the performance level achieved for a particular performance period under the award, the portion of the award that relates to that performance period is reported as compensation for the fiscal year in which the determination was made.

(3) The following table outlines the amounts included in *All Other Compensation* in column (i) of the *Summary Compensation Table* for the Named Executive Officers in fiscal 2024:

Name	401(k) Contribution	Term Life Insurance Premiums(a)	Severance/ Retirement	Automobile Allowance	Miscellaneous(b)	Disability Benefits	Total
Jon Feltheimer	$ 13,200	$ 835	$ 0	$ 0	$ 270,994	$ 1,018	$286,046
Michael Burns	$ 13,200	$ 1,566	$ 0	$ 13,332	$ 57,527	$ 1,018	$ 86,643
James W. Barge	$ 13,200	$ 1,108	$ 0	$ 0	$ 0	$ 1,018	$ 15,236
Brian Goldsmith	$ 11,538	$ 1,566	$ 0	$ 0	$ 0	$ 1,018	$ 14,122
Bruce Tobey	$ 22,431	$ 1,566	$ 0	$ 0	$ 0	$ 1,018	$ 25,015

(a) The Company is not the beneficiary of the life insurance policies, and the premiums that the Company pays are taxable as income to the applicable officer. This insurance is not split-dollar life insurance.

(b) For Mr. Feltheimer, the amount in this column for fiscal 2024 includes $45,201 in club membership dues, $25,200 in security service costs, and $200,593 in incremental costs for the personal use of the company-leased aircraft (net of approximately $45,750 reimbursed to the Company by Mr. Feltheimer). For Mr. Burns, the amount in this column for fiscal 2024 includes $57,527 in incremental costs for the personal use of the company-leased aircraft (net of approximately $19,950 reimbursed to the Company by Mr. Burns). Personal use of the aircraft is valued using an incremental cost method that takes into account variable cost per flight hour, as well as other direct operating costs to the Company, including fuel costs, crew fees and travel expenses, trip-related repairs and maintenance, landing fees, and other direct operating costs. Incremental costs do not include certain fixed costs that do not change based on usage (e.g., maintenance not related to personal trips, flight crew salaries, and depreciation).

Description of Employment Agreements

We have entered into employment agreements with each of the Named Executive Officers. Key terms of these employment agreements are briefly described below. Provisions of these agreements relating to post-termination of employment benefits are discussed below under *Potential Payments Upon Termination or Change in Control*.

Jon Feltheimer	Employment Agreement:	August 12, 2022
	Title:	Chief Executive Officer
	Term Ending:	August 21, 2025
	Base Salary:	$1,500,000
	Bonus:	Eligible for an annual incentive bonus to be determined at the full discretion of the Compensation Committee, with a target of $7,000,000; any portion that exceeds $1,500,000 for a particular year may be paid in the form of fully vested existing common stock.
	Other Benefits:	Eligible to participate in the Company's usual benefit programs for executives at the same level, as well as company-provided life and disability insurance coverage, reasonable club membership dues, and limited use of the Company's private aircraft.
	Annual Equity Award (Fiscal 2024-2026):	Eligible to receive annual grants as to Class B non-voting shares each year from fiscal 2024 through fiscal 2026 with a grant date value of $6,000,000, each with a three-year vesting period and to consist of restricted share units and/or stock options (or SARs) as determined by the Compensation Committee.
Michael Burns	Employment Agreement:	December 18, 2020
	Title:	Vice Chair
	Term Ending:	October 30, 2024
	Base Salary:	$1,000,000
	Bonus:	Eligible for an annual incentive bonus to be determined at the full discretion of the Compensation Committee, with a target of 75% of base salary. Any portion that exceeds $1,500,000 for a particular year may be paid in the form of either an award of existing common stock or a stock option to purchase existing common stock, as determined by the Compensation Committee (any such award to be fully vested on grant and the number of shares subject to such award to be determined based on the Company's then-current share price and, in the case of a stock option, the assumptions then used to value stock options for purposes of the Company's financial reporting).
	Other Benefits:	Eligible to participate in the Company's usual benefit programs for executives at the same level, as well as company-provided life and disability insurance coverage, and limited use of the Company's private aircraft.
	Equity Award:	Received an award in December 2020 of performance-based SARs with respect to 1,500,000 of Class B non-voting shares at a per-share exercise price of $8.51, which vested in equal amounts on December 18, 2021, December 18, 2022, and December 18, 2023; provided, however, that no

		portion of the SARs would have vested or been exercisable prior to the date on which the volume-weighted average of the closing prices of Class B non-voting shares over a period of 30 consecutive trading days ending on or before December 18, 2023, was greater than or equal to $17.02 (the "VWAP Performance Goal"). The VWAP Performance Goal was met on June 25, 2021.
James W. Barge	Employment Agreement:	As of August 1, 2023
	Title:	Chief Financial Officer
	Term Ending:	July 31, 2026
	Base Salary:	$1,250,000
	Bonus:	Eligible for an annual incentive bonus to be determined at the full discretion of the Compensation Committee in consultation with the Company's Chief Executive Officer, with a target amount two hundred forty percent (240%) of his base salary.
	Other Benefits:	Eligible to participate in the Company's usual benefit programs for executives at the same level.
	Annual Equity Awards:	Eligible to receive annual grants as to Class B non-voting shares each year from fiscal 2024 through fiscal 2026 with a grant date value of $3,750,000, each with a three-year vesting period and to consist of restricted stock units and/or options (or SARs) as determined by the Compensation Committee.
	Consulting Agreement:	Effective as of August 1, 2026, a one-year consulting agreement for finance consulting services to the Company for the monthly rate of $41,666.67.
Brian Goldsmith	Employment Agreement:	October 1, 2020
	Title:	Chief Operating Officer
	Term Ending:	September 30, 2025
	Base Salary:	$1,250,000
	Bonus:	Eligible for an annual incentive bonus to be determined at the full discretion of the Compensation Committee in consultation with the Company's Chief Executive Officer, with a target of 100% of base salary.
	Other Benefits:	Eligible to participate in the Company's usual benefit programs for executives at the same level.
	Annual Equity Awards:	Eligible to receive annual grants as to Class B non-voting shares each year from fiscal 2024 through fiscal 2026 with a grant date value of $3,500,000, each with a three-year vesting period and to consist of restricted share units and/ or stock options (or SARs) as determined by the Compensation Committee.
Bruce Tobey	Employment Agreement:	March 27, 2023
	Title:	Executive Vice President and General Counsel
	Term Ending:	March 26, 2026

Base Salary:	$1,000,000
Bonus:	Eligible for an annual incentive bonus to be determined at the full discretion of the Compensation Committee in consultation with the Company's Chief Executive Officer, with a target of 75% of base salary.
Other Benefits:	Eligible to participate in the Company's usual benefit programs for executives at the same level.
Annual Equity Awards:	Eligible to receive annual grants as to Class B non-voting shares each year for fiscal 2024 through fiscal 2026 with a grant date value of $1,000,000, each with a three-year vesting period and to consist of restricted share units and/or stock options (or SARs) as determined by the Compensation Committee.
Equity Award:	Received grant in March 2023 as to Class B non-voting shares of 26,511 time-vesting restricted share units, with a three-year vesting period.

Grants of Plan-Based Awards

The following table presents information regarding the incentive awards granted to the Named Executive Officers during fiscal 2024. Each of the equity-based awards was granted under the Lions Gate Entertainment Corp. 2019 Performance Incentive Plan (the "2019 Plan"), which was succeeded by the 2023 Plan and approved by our shareholders. Detailed information on each equity award is presented in the narrative that follows the table.

Grants of Plan-Based Awards — Fiscal 2024

		Estimated future payouts under non-equity incentive plan awards			Estimated future payouts under equity incentive plan awards						
Name[(a)]	Grant Date[(b)]*	Threshold ($)[(c)]	Target ($)[(d)]	Maximum ($)[(e)]	Threshold (#)[(f)]	Target (#)[(g)]	Maximum (#)[(h)]	All Other Stock Awards: Numbers of Shares of Stock or Units (#)[(i)]	All Other Options Awards: Number of Securities Underlying Options (#)[(j)]	Exercise or Base Price of Option Awards ($/sh)[(k)]	Grant Date Fair Value of Stock and Option Awards ($)[(1)(l)]
Jon Feltheimer	6/29/2023	—	—	—	—	96,811	—	—	—	—	$ 427,905
	7/3/2023	—	—	—	—	—	—	599,520	—	—	$4,999,997
Michael Burns	7/3/2023	—	—	—	—	—	—	209,832	—	—	$1,749,999
James W. Barge	5/15/2023	—	—	—	—	211,842	—	—	—	$ 8.66	$ 911,481
	6/29/2023	—	—	—	—	60,507	—	—	—	—	$ 267,441
	6/29/2023	—	—	—	—	90,703	—	—	—	—	$ 775,511
	6/29/2023	—	—	—	—	42,779	—	—	—	—	$ 365,760
	7/3/2023	—	—	—	—	—	—	194,844	—	—	$1,624,999
Brian Goldsmith	6/29/2023	—	—	—	—	56,473	—	—	—	—	$ 249,611
	6/29/2023	—	—	—	—	79,365	—	—	—	—	$ 678,571
	6/29/2023	—	—	—	—	39,927	—	—	—	—	$ 341,376
	7/3/2023	—	—	—	—		—	209,832	—	—	$1,749,999
Bruce Tobey	7/3/2023	—	—	—	—	—	—	59,952	—	—	$ 500,000
	7/6/2023	—	—	—	—	—	—	12,165	—	—	$ 99,996

* These awards were granted with respect to Class B non-voting shares.

(1) The amounts reported in column (l) reflect the fair value of these awards on the grant date as determined under the principles used to calculate the value of equity awards for purposes of the Company's financial statements. For a discussion of the assumptions and methodologies used to value the awards reported in column (l), see footnote (2) to the *Summary Compensation Table.*

Each of the equity-based awards reported in the Grants of Plan-Based Awards table was granted under, and is subject to, the terms of the 2019 Plan. The 2019 Plan is administered by the Compensation Committee, which has

authority to interpret the plan provisions and make all required determinations under the plan. This authority includes, subject to the provisions of the 2019 Plan, selecting participants and determining the type(s) of award(s) that they are to receive, determining the number of shares that are to be subject to awards and the terms and conditions of awards, including the price (if any) to be paid for the shares or the award, accelerating or extending the vesting or exercisability or extending the term of any or all outstanding awards, making certain adjustments to an outstanding award and authorizing the conversion, succession or substitution of an award, determining the manner in which the purchase price of an award or the Company's common shares may be paid, making required proportionate adjustments to outstanding awards upon the occurrence of certain corporate events such as reorganizations, mergers and stock splits, and making provisions to ensure that any tax withholding obligations incurred in respect of awards are satisfied. Awards granted under the plan are generally only transferable to a beneficiary of a Named Executive Officer upon his or her death or, in certain cases, to family members for tax or estate planning purposes

Under the terms of the 2019 Plan, a change in control of the Company does not automatically trigger vesting of the awards then outstanding under the plan. If there is a change in control, each participant's outstanding awards granted under the plan will generally be assumed by the successor company, unless the Compensation Committee provides that the award will not be assumed and will become fully vested and, in the case of stock options, exercisable. Any stock options that become vested in connection with a change in control will generally terminate to the extent they are not exercised prior to the change in control.

As described below under *Potential Payments upon Termination or Change in Control*, certain equity awards granted to the Named Executive Officers are subject to accelerated vesting under the terms of their respective employment agreements in the event of a termination of their employment under certain circumstances.

Restricted Share Units

Columns (g) and (i) in the table above report awards of restricted share units granted to the Named Executive Officers during fiscal 2024, including tranches of certain performance-based awards that are treated as granted during fiscal 2024 under applicable accounting rules. Each restricted share unit represents a contractual right to receive, upon vesting of the unit, payment equal to the value of Class B non-voting shares (typically in an equal number of Class B non-voting shares, but the Compensation Committee has the discretion to settle the units in cash or shares of Class A voting shares). The Named Executive Officer does not have the right to vote or dispose of the restricted share units, but will be credited with additional share units under the award as dividend equivalents based on the amount of dividends (if any) paid by the Company during the term of the award on a number of Class B non-voting shares equal to the number of outstanding and unpaid restricted share units then subject to the award. Such dividend equivalents will be paid only if and when vesting requirements applicable to the underlying share units are met.

Time-Based Units

For Messrs. Feltheimer, Burns, Barge, Goldsmith and Tobey, the awards of 599,520, 209,832, 194,844, 209,832 and 59,952 Class B non-voting shares, respectively, made in July 2023, and reported in column (i) in the table above, represent annual grants of time-based restricted share units. These awards are subject to a three-year vesting schedule, subject to the executive's continued employment through the vesting dates.

For Mr. Tobey, the award of 12,165 Class B non-voting shares made in July 2023, and reported in column (i) in the table above, represents a grant of time-based restricted share units. These awards are subject to a one-year vesting schedule, subject to the executive's continued employment through the vesting date.

Performance-Based Units

Column (g) in the table above report awards of performance share units that are treated as granted to the Named Executive Officers during fiscal 2024 under applicable accounting rules. Performance share units are similar to

the restricted share units described above, except that they are subject to performance based vesting conditions as well as time-based vesting.

For Messrs. Feltheimer, Barge and Goldsmith, the awards of 96,811, 60,507 and 56,473 Class B non-voting shares, respectively, made in June 2023, and reported in column (g) in the table above, represent the portion of awards of restricted share units that vested with respect to performance only based on Messrs. Feltheimer's, Barge's, Goldsmith's and the Company's performance, respectively. These awards were originally approved by the Compensation Committee in July 2022, and cover a three-year period ending in July 2025, with one-third of the total award being eligible to vest based on Messrs. Feltheimer's, Barge's, Goldsmith's and the Company's respective performance over a specified 12-month period. Each grant is treated as three separate annual awards for accounting purposes and, in each case, is treated as granted for accounting purposes on the date the Compensation Committee determines the level of performance achieved for the particular performance period. Accordingly, only the units eligible to vest during fiscal 2024 based on Messrs. Feltheimer's, Barge's, Goldsmith's and the Company's respective performance are reflected in the table above. However, none of the performance-based restricted share units vest unless a VWAP Goal (as defined below) is achieved on or before the earlier of (i) the third anniversary of the award date or (ii) the date of termination of the executive's employment or service with the Company or any of its subsidiaries for any reason. The "VWAP Goal" shall be considered achieved on the date on which the volume weighted average of the closing prices of Class B non-voting shares over a period of twenty (20) consecutive trading days ending on such date is equal to or greater than $14.61, in each case in regular trading on the New York Stock Exchange. The VWAP Goal was not achieved as of March 31, 2024. The VWAP Goal (if not previously achieved) is deemed to have been achieved in full upon any change in control of the Company, or any other extraordinary transaction (including, but not limited to, a full or partial spin-off, split-off, issuance of a tracking stock or other transaction by the Company or its subsidiaries).

For Mr. Barge, the award of 90,703 Class B non-voting shares made in June 2023, and reported in column (g) in the table above, represents the portion of an award of restricted share units that vested based on Mr. Barge's and the Company's performance. This award was originally approved by the Compensation Committee in July 2020 and covers a three-year period ending in July 2023, with one-third of the total award being eligible to vest based on Mr. Barge's and the Company's performance over a specified 12-month period. This grant is treated as three separate annual awards for accounting purposes and, in each case, is treated as granted for accounting purposes on the date the Compensation Committee determines the level of performance achieved for the particular performance period. Accordingly, only the units eligible to vest during fiscal 2024 based on Mr. Barge's and the Company's performance are reflected in the table above.

For Mr. Barge, the award of 42,779 Class B non-voting shares made in June 2023, and reported in column (g) in the table above, represents the portion of an award of restricted share units that vested based on Mr. Barge's and the Company's performance. This award was originally approved by the Compensation Committee in July 2021 and covers a three-year period ending in July 2024, with one-third of the total award being eligible to vest based on Mr. Barge's and the Company's performance over a specified 12-month period. This grant is treated as three separate annual awards for accounting purposes and, in each case, is treated as granted for accounting purposes on the date the Compensation Committee determines the level of performance achieved for the particular performance period. Accordingly, only the units eligible to vest during fiscal 2024 based on Mr. Barge's and the Company's performance are reflected in the table above.

For Mr. Goldsmith, the award of 79,365 Class B non-voting shares made in June 2023, and reported in column (g) in the table above, represents the portion of an award of restricted share units that vested based on Mr. Goldsmith's and the Company's performance. This award was originally approved by the Compensation Committee in July 2020 and covers a three-year period ending in July 2023, with one-third of the total award being eligible to vest based on Mr. Goldsmith's and the Company's performance over a specified 12-month period. This grant is treated as three separate annual awards for accounting purposes and, in each case, is treated
as granted for accounting purposes on the date the Compensation Committee determines the level of performance

achieved for the particular performance period. Accordingly, only the units eligible to vest during fiscal 2024 based on Mr. Goldsmith's and the Company's performance are reflected in the table above.

For Mr. Goldsmith, the award of 39,927 Class B non-voting shares made in June 2023, and reported in column (g) in the table above, represents the portion of an award of restricted share units that vested based on Mr. Goldsmith's and the Company's performance. This award was originally approved by the Compensation Committee in July 2021 and covers a three-year period ending in July 2024, with one-third of the total award being eligible to vest based on Mr. Goldsmith's and the Company's performance over a specified 12-month period. This grant is treated as three separate annual awards for accounting purposes and, in each case, is treated as granted for accounting purposes on the date the Compensation Committee determines the level of performance achieved for the particular performance period. Accordingly, only the units eligible to vest during fiscal 2024 based on Mr. Goldsmith's and the Company's performance are reflected in the table above.

Share Appreciation Rights

Column (g) in the table above also report awards of SARs treated as granted to the Named Executive Officers during fiscal 2024 under applicable accounting rules. Once vested, each SAR will generally remain exercisable until its normal expiration date. SARs granted to the Named Executive Officers generally have a term of 10 years. However, vested SARs may terminate earlier in connection with a change-in-control transaction or a termination of the Named Executive Officer's employment. Subject to any accelerated vesting that may apply in the circumstances, the unvested portion of the SARs will immediately terminate upon a termination of the Named Executive Officer's employment. The Named Executive Officer will generally have six months to exercise the vested portion of the SARs following a termination of employment. However, SARs held by the Company's employees (including the Named Executive Officers) generally provide an extended period for the employee to exercise his or her vested SARs if the employee meets certain age and service requirements upon his or her retirement from employment with the Company. If the Named Executive Officer is terminated by the Company for cause, the SAR (whether or not vested) will immediately terminate. The SARs granted to the Company's employees (including the Named Executive Officers) do not include any dividend rights.

For Mr. Barge, the grant of 211,842 SARs with respect to Class B non-voting shares made in May 2023, and reported in column (g) in the table above, represents the portion of an award of SARs that vested based on Mr. Barge's and the Company's performance. This grant was originally approved by the Compensation Committee in September 2019 and covers a three-year period, with one-third of the total award being eligible to vest based on Mr. Barge's and the Company's performance over a specified 12-month period. This grant is treated as three separate annual awards for accounting purposes and, in each case, is treated as granted for accounting purposes on the date the Compensation Committee determines the level of performance achieved for the particular performance period. Accordingly, only the SARs eligible to vest during fiscal 2024 based on Mr. Barge's and the Company's performance are reflected in the table above.

Outstanding Equity Awards

The following table presents information regarding the outstanding equity awards held by each of the Named Executive Officers as of March 31, 2024, including the vesting dates for the portions of these awards that had not vested as of that date.

Outstanding Equity Awards at Fiscal 2024Year-End

	Option Awards						Stock Awards			
Name[(a)]	Securities Covered By Award	Number of Securities Underlying Unexercised Options (#) Exercisable[(b)]	Numbers of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)[(d)]	Option Exercise Price ($)[(e)]	Option Expiration Date[(f)]	Number of Shares or Units of Stock That Have Not Vested (#)[(g)]	Market Value of Shares or Units of Stock That Have Not Vested ($)[(1)(h)]	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)[(i)]	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)[(1)(j)]
Jon Feltheimer	LGF.A	565,037	—	—	$20.37	10/11/2026	—	—	—	—
	LGF.B	565,037	—	—	$19.69	10/11/2026	—	—	—	—
	LGF.A	565,037	—	—	$25.46	10/11/2026	—	—	—	—
	LGF.B	565,037	—	—	$24.61	10/11/2026	—	—	—	—
	LGF.B	125,000	—	—	$23.02	6/7/2028	—	—	—	—
	LGF.B	125,000	—	—	$28.78	6/7/2028	—	—	—	—
	LGF.B	418,245	—	—	$14.60	6/4/2024	—	—	—	—
	LGF.B	2,000,000	—	—	$ 8.17	8/21/2030	—	—	—	—
	LGF.B	—	—	—	—	—	193,622[(2)]	$1,802,621	—	—
	LGF.B	—	—	—	—	—	—	—	96,811[(3)]	$901,310
	LGF.B	—	—	—	—	—	599,520[(4)]	$5,581,531	—	—
Michael Burns*	LGF.A	425,476	—	—	$24.59	11/3/2026	—	—	—	—
	LGF.B	425,476	—	—	$23.77	11/3/2026	—	—	—	—
	LGF.A	425,476	—	—	$19.68	11/3/2026	—	—	—	—
	LGF.B	425,476	—	—	$19.02	11/3/2026	—	—	—	—
	LGF.B	106,594	—	—	$23.02	6/7/2028	—	—	—	—
	LGF.B	106,594	—	—	$28.78	6/7/2028	—	—	—	—
	LGF.B	166,340	—	—	$14.60	6/4/2024	—	—	—	—
	LGF.B	1,155,000	—	—	$ 8.51	12/18/2030	—	—	—	—
	LGF.B	—	—	—	—	—	33,333[(5)]	$ 310,330	—	—
	LGF.B	—	—	—	—	—	209,832[(4)]	$1,953,536	—	—
James W. Barge	LGF.B	850,000	—	—	$25.22	12/28/2026	—	—	—	—
	LGF.B	95,000	—	—	$23.02	6/7/2028	—	—	—	—
	LGF.B	74,405	—	—	$14.60	6/4/2024	—	—	—	—
	LGF.B	1,271,052	—	—	$ 8.66	9/26/2029	—	—	—	—
	LGF.B	—	—	—	—	—	42,779[(6)]	$ 398,272	—	—
	LGF.B	—	—	—	—	—	121,014[(2)]	$1,126,640	—	—
	LGF.B	—	—	—	—	—	—	—	60,507[(3)]	$563,320
	LGF.B	—	—	—	—	—	194,844[(4)]	$1,813,998	—	—
Brian Goldsmith	LGF.A	132,657	—	—	$39.16	11/13/2025	—	—	—	—
	LGF.B	132,657	—	—	$37.86	11/13/2025	—	—	—	—
	LGF.B	95,000	—	—	$23.02	6/7/2028	—	—	—	—
	LGF.B	315,372	—	—	$18.11	11/12/2028	—	—	—	—
	LGF.B	404,530	—	—	$11.99	7/1/2029	—	—	—	—
	LGF.B	74,405	—	—	$14.60	6/4/2024	—	—	—	—
	LGF.B	—	—	—	—	—	39,927[(6)]	$ 371,720	—	—
	LGF.B	—	—	—	—	—	112,946[(2)]	$1,051,527	—	—
	LGF.B	—	—	—	—	—	—	—	56,473[(3)]	$525,764
	LGF.B	—	—	—	—	—	209,832[(4)]	$1,953,536	—	—
Bruce Tobey	LGF.B	—	—	—	—	—	17,674[(7)]	$ 164,545	—	—
	LGF.B	—	—	—	—	—	59,952[(4)]	$ 558,153	—	—
	LGF.B	—	—	—	—	—	12,165[(8)]	$ 113,256	—	—

* Reflect adjusted option award amounts due to the terms of a divorce stipulation and order during fiscal 2022. See the *Option Exercises and Stock Vested* table below.

(1) The dollar amounts shown in columns (h) and (j) are determined by multiplying either the number of Class A voting shares or units (LGF.A) or Class B non-voting shares or units (LGF.B) reported in columns (g) and (i), respectively, by $9.95 and $9.31, respectively, the closing price of LGF.A and LGF.B on March 28, 2024 (the last trading day of fiscal 2024).

(2) The unvested portion of this award is scheduled to vest in two equal annual installments on July 27, 2024 and July 27, 2025.

(3) This award is subject to the VWAP Goal described above.
(4) The unvested portion of this award is scheduled to vest in three equal annual installments on July 3, 2024, July 3, 2025 and July 3, 2026.
(5) The unvested portion of this award is scheduled to vest on May 14, 2024.
(6) The unvested portion of this award is scheduled to vest on July 19, 2024.
(7) The unvested portion of this award is scheduled to vest in two equal annual installments on March 27, 2025 and March 27, 2026.
(8) The unvested portion of this award is scheduled to vest on July 6, 2024.

Option Exercises and Stock Vested

The following table presents information regarding the exercise of options and SARs by the Named Executive Officers during fiscal 2024 and the vesting during fiscal 2024 of other stock awards previously granted to the Named Executive Officers.

Option Exercises and Stock Vested — Fiscal 2024

		Option Awards		Stock Awards	
Name[(a)]	**Securities Covered by Award**	**Number of Shares Acquired on Exercise (#)[(b)]**	**Value Realized on Exercise ($)[(1)(c)]**	**Number of Shares Acquired on Vesting (#)[(d)]**	**Value Realized on Vesting ($)[(1)(e)]**
Jon Feltheimer	LGF.B	—	$ —	848,377	$7,972,937
Michael Burns	LGF.A	27,314[(2)]	$ —	—	$ —
	LGF.B	382,636[(3)]	$ 351,900[(3)]	—	$ —
	LGF.B	—	$ —	398,678	$3,866,856
James W. Barge	LGF.B	—	$ —	661,500	$5,528,619
Brian Goldsmith	LGF.B	—	$ —	389,003	$2,976,826
Bruce Tobey	LGF.B	—	$ —	8,837	$ 77,324

(1) The dollar amounts shown in column (c) above for option awards are determined by multiplying (i) the number of shares of existing common stock to which the exercise of the option related by (ii) the difference between the per-share closing price of the applicable class of shares of existing common stock to on the date of exercise and the exercise price of the stock options. The dollar amounts shown in column (e) above for stock awards are determined by multiplying the number of shares or units, as applicable, that vested by the per-share closing price of the applicable class of shares of existing common stock on the vesting date.
(2) Reflects option awards transferred during fiscal 2024 due to the terms of a divorce stipulation and order. With respect to 27,314 of the shares subject to such transferred awards, no value is reported in the table above as the per-share exercise price of the award was greater than theper-share price of our Class A voting shares at the time the award was transferred.
(3) Reflects option awards transferred during fiscal 2024 due to the terms of a divorce stipulation and order. With respect to 152,636 of the shares subject to such transferred awards, no value is reported in the table above as the per-share exercise price of the award was greater than theper-share price of our Class B non-voting shares at the time the award was transferred.

Non-Qualified Deferred Compensation

We permit the Named Executive Officers and certain other key employees to elect to receive a portion of their compensation reported in the*Summary Compensation Table* above on a deferred basis under our Deferred Compensation Plan. Under the plan, we are also permitted to make additional discretionary contributions with respect to amounts deferred under the plan.

For cash amounts deferred under the plan, the participant may elect one or more measurement funds to be used to determine investment gains or losses to be credited to his or her account balance, including certain mutual funds. Amounts may be deferred until a specified date, retirement or other termination of service, disability or death. At

the participant's election, compensation deferred until a specified date or termination of service may be paid as a lump sum or in annual installments as specified in the plan document. If the participant's employment terminates due to death or disability, the participant's deferred compensation balance will be paid in a single lump sum. Emergency hardship withdrawals are also permitted under the plan.

As of March 31, 2024, none of the Named Executive Officers had deferred any amount under the plan, and the Company had not made any contributions with respect to any Named Executive Officer under the plan.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

The following section describes the benefits that may become payable to the Named Executive Officers in connection with a termination of their employment with us pursuant to the terms of their respective employment agreements with the Company. In addition to the benefits described below, outstanding equity-based awards held by the Named Executive Officers may also be subject to accelerated vesting in connection with a change in control of the Company under the terms of our equity incentive plans if the awards are not assumed or otherwise continued upon the transaction, as noted under Grants of Plan-Based Awards above. None of the Named Executive Officers are entitled to any reimbursement or gross-up payment for any excise taxes imposed under Section 280G of the U.S. Internal Revenue Code of 1986. The Named Executive Officers also do not have a right to voluntarily terminate employment (other than for "good reason" in certain cases) following a change in control and receive severance and are not entitled to any "single-trigger" vesting of equity awards or other benefits upon a change in control unless the executive's employment terminates in the circumstances described below. In each case, the Named Executive Officer's right to receive the severance benefits described below in connection with a termination of the executive's employment (other than as a result of death or disability) is subject to his execution of a release of claims in favor of the Company.

Jon Feltheimer

Severance Benefits — Termination of Employment. In the event Mr. Feltheimer's employment is terminated by the Company "without cause" or by him for "good reason" (as such terms are defined in Mr. Feltheimer's employment agreement), Mr. Feltheimer would be entitled to a cash severance payment equal to the present value of his base salary through August 21, 2025, as well as payment of his premiums for continued health coverage for up to six months following his termination and his premiums for continued life and disability insurance through August 21, 2025. In addition, Mr. Feltheimer would be entitled to payment of the target amount of his annual bonus for the fiscal year in which his termination occurs. Mr. Feltheimer's equity awards granted by the Company prior to his termination, to the extent then outstanding and unvested, would become fully vested upon his termination (and if an annual grant for the fiscal year in which his termination occurs has not previously been granted, that annual grant would be made and would fully vest upon his termination).

Severance Benefits — Termination of Employment in Connection with Change in Control If Mr. Feltheimer's employment is terminated by the Company "without cause" or by him for "good reason" and such termination occurs on or within 12 months following a change in control of the Company (as such terms are defined in Mr. Feltheimer's employment agreement), Mr. Feltheimer would be entitled to the severance benefits described above, except that his cash severance would be the greater of the present value of his base salary through August 21, 2025 and $6.0 million.

Severance Benefits — Death or Disability. In the event Mr. Feltheimer's employment with the Company terminates due to his death or "disability" (as such term is defined in Mr. Feltheimer's employment agreement), the equity awards granted by the Company pursuant to Mr. Feltheimer's employment agreement, to the extent then

	outstanding and unvested, would become fully vested as of the date of such termination. In addition, in the event Mr. Feltheimer's employment with the Company terminates due to his disability, the Company will continue to pay the premiums for his continued life and disability insurance through August 21, 2025.
Michael Burns	*Severance Benefits — Termination of Employment.* In the event Mr. Burns' employment is terminated by the Company "without cause" or by him for "good reason" (as such terms are defined in Mr. Burns' employment agreement), Mr. Burns would be entitled to a lump sum cash severance payment equal to the present value of his remaining base salary through October 23, 2024, a prorated amount of the annual bonus that Mr. Burns would have received for the fiscal year in which his termination occurs, as well as payment of his premiums for continued health coverage for up to six months following his termination and payment for continued life and disability insurance through October 30, 2024. In addition, Mr. Burns' equity awards granted by the Company pursuant to his employment agreement, to the extent then outstanding and unvested, would become fully vested upon his termination. *Severance Benefits — Termination of Employment in Connection with Change in Control.* If Mr. Burns' employment is terminated by the Company "without cause" or by him for "good reason" and such termination occurs on or within 12 months following a change in control of the Company (as such terms are defined in Mr. Burns' employment agreement), Mr. Burns would be entitled to the severance benefits described above, except that his lump sum cash severance would be the greater of the present value of his remaining base salary through October 23, 2024 or $3.5 million. *Severance Benefits — Death or Disability.* In the event Mr. Burns' employment with the Company terminates due to his death or "disability" (as such term is defined in Mr. Burns' employment agreement), his equity awards granted by the Company pursuant to Mr. Burns' employment agreement, to the extent then outstanding and unvested, would become fully vested as of the date of such termination.
James W. Barge	*Severance Benefits — Termination of Employment.* In the event that Mr. Barge's employment is terminated by the Company "without cause" (as such term is defined in Mr. Barge's employment agreement), Mr. Barge will be entitled to a lump sum cash severance payment equal to the greater of (i) 50% of his base salary for the remainder of the term of the agreement or (ii) 18 months of his base salary, a prorated amount of the annual bonus that Mr. Barge would have received for the fiscal year in which his termination occurs, and payment of his COBRA premiums for up to 18 months. Additionally, in the event Mr. Barge's employment is terminated by the Company "without cause", or if Mr. Barge resigns for "good reason" within 12 months following a change in control or "change in management" (as such terms are defined in Mr. Barge's employment agreement), (1) any portion of the equity awards granted under Mr. Barge's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 12 months following his termination date will accelerate and be fully vested on his termination date, and (2) 50% of any portion of the equity awards granted under Mr. Barge's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest more than 12 months and less than 24 months following his termination date will accelerate and be fully vested on his termination date. *Severance Benefits — Termination of Employment in Connection with Change in Control.* In the event that Mr. Barge's employment is terminated by the Company "without cause" or by him for "good reason" and such termination occurs on or

within 12 months following a change in control or a "change in management" of the Company (as such terms are defined in Mr. Barge's employment agreement), Mr. Barge would be entitled to the severance benefits described above, except that his lump sum cash severance payment would be equal to the greater of 100% of his base salary for the remainder of the term and 18 months of his base salary. Additionally, in the event Mr. Barge's employment is terminated by the Company "without cause" on or within 12 months following a change in control, (a) any portion of the equity awards granted under Mr. Barge's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) will accelerate and be fully vested on his termination date and (b) Mr. Barge will be entitled to receive a payment equal to 50% of the value of each portion of the annual equity award grants provided in his employment agreement (as referred to above under "Description of Employment Agreements") that has not previously been granted and is otherwise scheduled to be granted after his termination date under the terms of his agreement, with the value of each annual grant for these purposes to be based on the grant date value of the award and such payment to be made in cash or, at the Company's election, Class B non-voting shares.

Severance Benefits — Death or Disability. In the event Mr. Barge's employment is terminated due to his death or "disability" (as such term is defined in Mr. Barge's employment agreement), Mr. Barge will be entitled to receive a prorated bonus for the fiscal year in which his termination occurs. In addition, Mr. Barge's equity awards granted by the Company pursuant to his employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 24 months following his termination date will accelerate and be fully vested on his termination.

Brian Goldsmith

Severance Benefits — Termination of Employment. In the event Mr. Goldsmith's employment is terminated by the Company "without cause" (as such term is defined in Mr. Goldsmith's employment agreement), Mr. Goldsmith will be entitled to a lump sum severance payment equal to the greater of (i) 50% of his salary for the remainder of the term of the agreement or (ii) 18 months of his base salary, a prorated discretionary bonus for the fiscal year in which his termination occurs, and payment of COBRA premiums for up to 18 months. Additionally, in the event Mr. Goldsmith's employment is terminated by the Company "without cause" or if Mr. Goldsmith resigns for "good reason" within 12 months following a change in control or "change in management" (as such terms are defined in Mr. Goldsmith's employment agreement), (i) any portion of equity awards granted under Mr. Goldsmith's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 12 months following his termination date will accelerate and become fully vested, and (ii) 50% percent of any portion of equity awards granted under Mr. Goldsmith's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest more than 12 months and less than 24 months following his termination date will accelerate and become fully vested. Moreover, if Mr. Goldsmith's employment is terminated at the end of the term of the agreement because the Company does not offer to extend the term or offers to extend the term on terms that would constitute "good reason" under the agreement, Mr. Goldsmith would be entitled to a severance payment equal to 12 months of his base salary, in addition to the pro-rated discretionary bonus and payment of COBRA premiums noted above. In addition, any portion of equity granted under Mr. Goldsmith's employment agreement (to the

extent such awards have been granted prior to his termination and are then outstanding) that is scheduled to vest within 12 months following his termination date will accelerate and be fully vested on his termination date.

Severance Benefits — Termination of Employment in Connection with Change in Control In the event Mr. Goldsmith's employment is terminated by the Company "without cause" or by him for "good reason" within twelve (12) months following the date of a change in control or a "change in management" (as such terms are defined in Mr. Goldsmith's employment agreement), Mr. Goldsmith would be entitled to the severance benefits described above, except that his lump sum cash severance payment would be equal to the greater of 100% of his base salary for the remainder of the term and 18 months of his base salary. Additionally, in the event Mr. Goldsmith's employment is terminated by the Company "without cause" on or within 12 months following a change in control, (a) any portion of the equity awards granted under Mr. Goldsmith's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) will accelerate and be fully vested on his termination date and (b) Mr. Goldsmith will be entitled to receive a payment equal to 50% of the value of each portion of the annual equity award grants provided in his employment agreement (as referred to above under "Description of Employment Agreements") that has not previously been granted and is otherwise scheduled to be granted after his termination date under the terms of his agreement, with the value of each annual grant for these purposes to be based on the grant date value of the award and such payment to be made in cash or, at the Company's election, in Class B non-voting shares.

Severance Benefits — Death or Disability. In the event Mr. Goldsmith's employment is terminated due to his death or "disability" (as such term is defined in Mr. Goldsmith's employment agreement), Mr. Goldsmith will be entitled to receive a prorated discretionary bonus for the fiscal year in which his termination occurs and payment of his COBRA premiums for up to 18 months. In addition, Mr. Goldsmith's equity awards granted by the Company pursuant to his employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 24 months following his termination date will accelerate and be fully vested on his termination.

Bruce Tobey

Severance Benefits — Termination of Employment. In the event that Mr. Tobey's employment is terminated by the Company "without cause" (as such term is defined in Mr. Tobey's employment agreement), Mr. Tobey will be entitled to a lump sum severance payment equal to the greater of (i) 50% of his base salary for the remainder of the term of the agreement or (ii) 18 months of his base salary, a prorated amount of the bonus that Mr. Tobey would have received for the fiscal year in which his termination occurs, and payment of his COBRA premiums for up to 18 months. Additionally, in the event Mr. Tobey's employment is terminated by the Company "without cause" or if Mr. Tobey resigns for "good reason" within 12 months following a change in control or "change in management" (as such terms are defined in Mr. Tobey's employment agreement), (1) any portion of the equity awards granted under Mr. Tobey's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 12 months following his termination date will accelerate and be fully vested on his termination date, and (2) 50% of any portion of the equity awards granted under Mr. Tobey's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest more than 12 months and less than 24 months following his termination date will accelerate and be fully vested on his termination date. Moreover, if Mr. Tobey's

employment is terminated at the end of the term of the agreement because the Company does not offer to extend the term or offers to extend the term on terms that would constitute "good reason" under the agreement, Mr. Tobey would be entitled to a severance payment equal to 12 months of his base salary, in addition to the pro-rated bonus and payment of COBRA premiums noted above.

Severance Benefits — Termination of Employment in Connection with Change in Control In the event that Mr. Tobey's employment is terminated by the Company "without cause" or by him for "good reason" and such termination occurs on or within 12 months following a change in control or a "change in management" of the Company (as such terms are defined in Mr. Tobey's employment agreement), Mr. Tobey would be entitled to the severance benefits described above, except that his lump sum cash severance payment would be equal to the greater of 100% of his base salary for the remainder of the term and 18 months of his base salary. Additionally, in the event Mr. Tobey's employment is terminated by the Company "without cause" on or within 12 months following a change in control, (a) any portion of the equity awards granted under Mr. Tobey's employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) will accelerate and be fully vested on his termination date and (b) Mr. Tobey will be entitled to receive a payment equal to 50% of the value of each portion of the annual equity award grants provided in his employment agreement (as referred to above under "Description of Employment Agreements") that has not previously been granted and is otherwise scheduled to be granted after his termination date under the terms of his agreement, with the value of each annual grant for these purposes to be based on the grant date value of the award and such payment to be made in cash or, at the Company's election, in Class B non-voting shares.

Severance Benefits — Death or Disability. In the event Mr. Tobey's employment is terminated due to his death or "disability" (as such term is defined in Mr. Tobey's employment agreement), Mr. Tobey's equity awards granted by the Company pursuant to his employment agreement (to the extent such awards have been granted prior to his termination and are then outstanding) that are scheduled to vest within 24 months following his termination date will accelerate and be fully vested on his termination.

Estimated Severance and Change in Control Benefits

Severance Benefits. The following chart presents our estimate of the dollar value of the benefits each of the Named Executive Officers would have been entitled to receive, had his employment terminated under the circumstances described above (other than in connection with a change in control of the Company) on March 31, 2024 (with the value of equity awards calculated based on the $9.95 and $9.31 closing prices of Class A voting shares and Class B non-voting shares, respectively, on March 28, 2024, the last trading day of fiscal 2024). Since this hypothetical termination would have occurred on the last day of the fiscal year, no pro-rata bonus was included in the cash severance amounts in the charts below.

	Termination by Lionsgate Without Cause (1)			
Name	Cash Severance	Equity Acceleration(2)	Insurance Premiums	Total
Jon Feltheimer	$ 1,933,690	$ 21,669,614	$ 163,279(3)	$ 23,766,583
Michael Burns	$ 560,557	$ 4,217,402	$ 29,401(4)	$ 4,807,360
James W. Barge	$ 1,875,000	$ 4,863,823	$ 55,460(5)	$ 6,794,283
Brian Goldsmith	$ 1,875,000	$ 4,800,031	$ 55,460(5)	$ 6,730,491
Bruce Tobey	$ 1,500,000	$ 738,190	$ 55,460(5)	$ 2,293,650

(1) As described above, Messrs. Feltheimer and Burns would also be entitled to these benefits pursuant to their respective employment agreements if their employment is terminated by the executive for good reason.

(2) These columns report the intrinsic value of the unvested portions of each executive's awards that would accelerate in the circumstances. For stock options and SARs, this value is calculated by multiplying the amount (if any) by which the closing price of the applicable class of the Company's common shares on the last trading day of the fiscal year exceeds the exercise price or base price of the award by the number of shares subject to the accelerated portion of the award. No value is included in the table for stock options and SARs with a per-share exercise price that is greater than or equal to the closing price of the applicable class of the Company's shares on the last trading day of the fiscal year. For restricted share unit awards, this value is calculated by multiplying the closing price of the applicable class of the Company's common shares on the last trading day of the fiscal year by the number of units subject to the accelerated portion of the award.

(3) Includes $18,487 for payment of COBRA premiums and $144,793 for payment of continued life and disability insurance premiums.

(4) Includes $18,487 for payment of COBRA premiums and $10,915 for payment of continued life and disability insurance premiums.

(5) Includes payment of COBRA premiums.

Name	Termination Due to Executive's Death or Disability		
	Equity Acceleration(1)	Insurance Premiums	Total
Jon Feltheimer	$ 15,669,614	$ 163,279(2)	$ 15,832,893
Michael Burns	$ 4,217,402	$ 29,401(3)	$ 4,246,803
James W. Barge	$ 6,031,809	$ 55,460(4)	$ 6,087,269
Brian Goldsmith	$ 5,976,973	$ 55,460(4)	$ 6,032,433
Bruce Tobey	$ 984,253	$ 55,460(4)	$ 1,039,713

(1) See note (2) to the table above for the valuation of these benefits.

(2) Includes $18,487 for payment of COBRA premiums for a termination due to executive's death or disability, and $144,793 for payment of continued life and disability insurance premiums for a termination due to executive's disability.

(3) Includes $18,487 for payment of COBRA premiums for a termination due to executive's death or disability, and $10,915 for payment of continued life and disability insurance premiums for a termination due to executive's disability.

(4) Includes payment of COBRA premiums.

Change in Control Severance Benefits. The following chart presents our estimate of the dollar value of the benefits each of the Named Executive Officers would have been entitled to receive had a change in control of the Company, or, in the case of Messrs. Barge, Goldsmith and Tobey, a change in management of the Company, occurred on March 31, 2024 and the executive's employment with us had terminated by the Company without cause or by the executive for good reason as described above on such date. See note (2) to the table above for the valuation of equity award acceleration.

Name	Cash Severance(1)	Equity Acceleration	Insurance Premiums	Total
Jon Feltheimer	$6,000,000	$21,669,614	$163,279(2)	$27,832,893
Michael Burns	$3,500,000	$ 4,217,402	$ 29,401(3)	$ 7,746,803
James W. Barge	$8,542,808	$ 7,241,141(4)	$ 55,460(5)	$15,839,409
Brian Goldsmith	$5,376,712	$ 7,279,331(4)	$ 55,460(5)	$12,711,503
Bruce Tobey	$2,986,301	$ 1,394,107(4)	$ 55,460(5)	$ 4,435,868

(1) For Messrs. Barge, Goldsmith and Tobey, this amount includes 50% of the grant date value of the annual equity awards provided for in the executive's employment agreement as described above that had not been granted as of March 31, 2024.

(2) Includes $18,487 for payment of COBRA premiums and $144,793 for payment of continued life and disability insurance premiums.

(3) Includes $18,487 for payment of COBRA premiums and $10,915 for payment of continued life and disability insurance premiums.
(4) For Messrs. Barge, Goldsmith, and Tobey, the equity acceleration value reported in this table only applies to a termination without cause. If such executives' employment had been terminated for good reason on or within 12 months following a change in control or a "change in management," the equity acceleration value would be the same as described above for a termination without cause not in connection with a change in control. A change in management in these Named Executive Officers' employment agreements would generally occur when both Messrs. Feltheimer and Burns are no longer employed by the Company.
(5) Includes payment of COBRA premiums.

Pay Ratio Disclosure

Pursuant to the Securities Exchange Act of 1934, as amended, we are required to disclose in this proxy statement the ratio of the total annual compensation of our Chief Executive Officer to the median of the total annual compensation of all of our employees (excluding our Chief Executive Officer).

The Compensation Committee has not yet determined 2024 annual incentive bonuses for the Company's Chief Executive Officer and other Named Executive Officers. Additionally, the Company has not yet determined 2024 annual incentive bonuses for its other employees. The Company expects that such determinations will be made in the first quarter of fiscal 2025. At such time, the Company will estimate the ratio of the Chief Executive Officer's total compensation for fiscal 2024 to the median of the total compensation of all of the Company's employees (excluding the Chief Executive Officer) for fiscal 2024 and file such information.

We have selected March 31, 2024, which is a date within the last three months of fiscal 2024, as the date to be used to identify the Company's median employee. To find the median of the annual total compensation of all the Company's employees (excluding the Company's Chief Executive Officer), we will use the amount of each employee's total cash compensation (i.e., base salary, wages, overtime and bonus) from the Company's payroll records. In making this determination, we will not annualize compensation for those employees who did not work for the Company for the entire fiscal year. We will also not make any cost-of-living adjustments in identifying the median employee. We believe total cash compensation for all employees will be an appropriate measure because total cash compensation data is readily available, and the Company considers this a reasonable measure of employees' overall compensation.

As of March 31, 2024, we had a total of 1,723 employees, of whom 1,383 were based in the U.S. and 340 were based outside of the U.S. In making the determination of the median employee, we will not include 5 employees based in Australia, 3 employees based in China, 36 employees based in India, 2 employees based in Indonesia, 2 employees based in Luxembourg and 4 employees based in Spain, in accordance with SEC rules permitting exclusion of a de minimis number of non-U.S. employees (so that all U.S.-based employees and 52 employees based outside of the U.S. will be included in this determination).

This pay ratio will be an estimate calculated in a manner consistent with SEC rules based on the methodology described above. The SEC rules for identifying the median compensated employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions, and to make reasonable estimates and assumptions. As such, the pay ratio reported by other companies may not be comparable to the pay ratio to be reported above, as other companies may have different employment and compensation practices and may utilize different methodologies, exclusions, estimates and assumptions in calculating their own pay ratios.

Pay Versus Performance

This section summarizes the relationship between the total compensation paid for the Company's Chief Executive Officer and the other Named Executive Officers and the Company's financial performance for the fiscal years shown in the table (in this discussion, the Company's Chief Executive Officer is also referred to as the principal executive officer or "PEO", and the Named Executive Officers other than the Company's Chief Executive Officer are referred to as the "Non-PEO NEOs").

						Value of Initial Fixed $100 Investment Based On:			
Fiscal Year	Summary Compensation Table Total for PEO ($)(1)(2)	Compensation Actually Paid to PEO ($)(3)	Average Summary Compensation Table Total for Non-PEO NEOs ($)(1)(2)	Average Compensation Actually Paid to Non-PEO NEOs ($)(3)	Lionsgate TSR ($)(4)	Dow Jones U.S. Media Sector TSR ($)(4)	S&P Movies & Entertainment Index TSR ($)(4)	Lionsgate Net Income (Loss) ($ Millions)(5)	Lionsgate Adjusted OIBDA ($ Millions)(6)
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)
2024*	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
2023	$21,528,409	$13,153,336	$ 6,429,940	$ 4,169,033	$ 182	$ 108	$ 96	$ (2,010.2)	$ 358.1
2022	$ 5,585,412	$10,753,069	$ 4,649,415	$ 6,185,148	$ 267	$ 144	$ 124	$ (188.2)	$ 402.2
2021	$19,176,875	$30,384,695	$ 5,694,133	$10,065,318	$ 246	$ 176	$ 166	$ (18.9)	$ 540.9

* The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs. The Company expects that such determinations will be made in the first quarter of fiscal 2025 and will provide an updated *Pay Versus Performance Table* following such determination.

(1) Mr. Feltheimer was the Company's Chief Executive Officer for each of the four fiscal years included in the table above. For each of fiscal years 2021 and 2022, the Company's Non-PEO NEOs were Messrs. Burns, Barge, Goldsmith and Corii Berg, the Company's former General Counsel. For fiscal year 2023, the Company's Non-PEO NEOs were Messrs. Burns, Barge, Goldsmith, Tobey and Berg. For fiscal year 2024, the Company'sNon-PEO NEOs were Messrs. Burns, Barge, Goldsmith, and Tobey.

(2) See the *Summary Compensation Table* above for detail on the total compensation for the Company's Chief Executive Officer for fiscal year 2024. The total compensation for the CEO and the average compensation for the Non-PEO NEOs for each of fiscal years 2023, 2022 and 2021 was calculated from the Summary Compensation Table as disclosed in the Company's proxy statement filed with the Securities and Exchange Commission in the calendar year in which the applicable fiscal year ended.

(3) For purposes of this table, the compensation actually paid (also referred to as "CAP") to each of Lionsgate's NEOs (including, for purposes of this table, former Named Executive Officers as noted above) is equal to the NEO's total compensation reported in the Summary Compensation Table for the applicable fiscal year and adjusted for the following with respect to that NEO:

- Less the amounts reported in the "Stock Awards" and "Option Awards" columns of the*Summary Compensation Table* for the applicable fiscal year,
- Plus the fiscal year-end value of Company option and stock awards granted in the covered fiscal year which were outstanding and unvested at the end of the covered fiscal year,
- Plus/(less) the change in value as of the end of the covered fiscal year as compared to the value at the end of the prior fiscal year for Company option and stock awards which were granted in prior fiscal years and were outstanding and unvested at the end of the covered fiscal year,
- Plus the vesting date value of Company option and stock awards which were granted and vested during the same covered fiscal year,
- Plus/(less) the change in value as of the vesting date as compared to the value at the end of the prior fiscal year for Company option and stock awards which were granted in prior fiscal years and vested in the covered fiscal year,
- Less, as to any Company option and stock awards which were granted in prior fiscal years and were forfeited during the covered fiscal year, the value of such awards as of the end of the prior fiscal year,

- Plus the dollar value of any dividends or other earnings paid during the covered fiscal year on outstanding and unvested Company stock awards not otherwise included,
- Plus, as to a Company option or stock award that was materially modified during the covered fiscal year, the amount by which the value of the award as of the date of the modification exceeds the value of the original award on the modification date.

In making each of these adjustments, the "value" of an option or stock award is the fair value of the award on the applicable date determined in accordance with FASB ASC Topic 718 using the valuation assumptions the Company then used to calculate the fair value of its equity awards. For more information on the valuation of the Company's equity awards, please see the notes to the Company's financial statements that appear in its Annual Report on Form 10-K for each fiscal year and the footnotes to the *Summary Compensation Table* that appears in the Company's annual proxy statement.

The table above reflects the CAP (determined as noted above) for the Company's Chief Executive Officer and, for the Company's Non-PEO NEOs, the average of the CAPs determined for the Non-PEO NEOs for each of the fiscal years shown in the table.

The following table provides a reconciliation of the *Summary Compensation Table Total* to *Compensation Actually Paid* for the PEO.

Reconciliation of Summary Compensation Table Total to Compensation Actually Paid for PEO	Fiscal Year 2024 ($)	Fiscal Year 2023 ($)	Fiscal Year 2022 ($)	Fiscal Year 2021 ($)
Summary Compensation Table Total	*	**21,528,409**	**5,585,412**	**19,176,875**
Grant Date Fair Value of Option and Stock Awards Granted in Fiscal Year	(5,427,902)	(9,750,004)	(1,000,003)	(7,446,931)
Fair Value at Fiscal Year-End of Outstanding and Unvested Option and Stock Awards Granted in Fiscal Year	5,986,201	10,815,950	—	15,610,964
Change in Fair Value of Outstanding and Unvested Option and Stock Awards Granted in Prior Fiscal Years	(207,176)	(8,868,143)	3,994,288	2,420,353
Fair Value at Vesting of Option and Stock Awards Granted in Fiscal Year That Vested During Fiscal Year	—	—	1,000,003	—
Change in Fair Value as of Vesting Date of Option and Stock Awards Granted in Prior Fiscal Years For Which Applicable Vesting Conditions Were Satisfied During Fiscal Year	(5,562,855)	(572,876)	1,173,369	623,434
Fair Value as of Prior Fiscal Year-End of Option and Stock Awards Granted in Prior Fiscal Years That Failed to Meet Applicable Vesting Conditions During Fiscal Year	—	—	—	—
Compensation Actually Paid	*	**$ 13,153,336**	**$ 10,753,069**	**$ 30,384,695**

* The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs. The Company expects that such determinations will be made in the first quarter of fiscal 2025 and will provide an updated table following such determination.

The following table provides a reconciliation of the average of the *Summary Compensation Table Total for the Non-PEO NEOs* for a fiscal year to the average of the *Compensation Actually Paid for the Non-PEO NEOs* for that fiscal year.

Reconciliation of Average Summary Compensation Table Total to Average Compensation Actually Paid for Non-PEO NEOs	Fiscal Year 2024 ($)	Fiscal Year 2023 ($)	Fiscal Year 2022 ($)	Fiscal Year 2021 ($)
Summary Compensation Table Total	*	**6,429,940**	**4,649,415**	**5,694,133**
Grant Date Fair Value of Option and Stock Awards Granted in Fiscal Year	(2,328,686)	(3,272,202)	(2,759,912)	(2,366,952)
Fair Value at Fiscal Year-End of Outstanding and Unvested Option and Stock Awards Granted in Fiscal Year	1,720,364	2,430,521	1,022,759	4,803,958
Change in Fair Value of Outstanding and Unvested Option and Stock Awards Granted in Prior Fiscal Years	(98,353)	(761,350)	1,155,466	1,236,985
Fair Value at Vesting of Option and Stock Awards Granted in Fiscal Year That Vested During Fiscal Year	672,750	948,244	1,392,662	158,084
Change in Fair Value as of Vesting Date of Option and Stock Awards Granted in Prior Fiscal Years For Which Applicable Vesting Conditions Were Satisfied During Fiscal Year	(372,295)	(1,571,828)	724,758	539,110
Fair Value as of Prior Fiscal Year-End of Option and Stock Awards Granted in Prior Fiscal Years That Failed to Meet Applicable Vesting Conditions During Fiscal Year	—	(34,292)	—	—
Compensation Actually Paid	*	**$ 4,169,033**	**$ 6,185,148**	**$ 10,065,318**

* The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs. The Company expects that such determinations will be made in the first quarter of fiscal 2025 and will provide an updated table following such determination.

(4) The Company's TSR represents cumulative total shareholder return on a fixed investment of $100 in existing common stock for the period beginning on the last trading day of fiscal year 2020 through the end of the applicable fiscal year, and is calculated assuming the reinvestment of dividends. The Dow Jones U.S. Media Sector Index TSR and the S&P Movies & Entertainment Index (which the Company also utilizes in the stock performance graph required by Item 201(e) of Regulation S-K included in its Annual Reports for each covered fiscal year) represent cumulative total shareholder return on a fixed investment of $100 in the Dow Jones U.S. Media Sector Index and the S&P Movies & Entertainment Index, respectively, for the period beginning on the last trading day of fiscal year 2020 through the end of the applicable fiscal year, and are calculated assuming the reinvestment of dividends. The following chart illustrates the CAP for the Company's Chief Executive Officer and the average CAP for the Company's Non-PEO NEOs for each of the last three fiscal years against the Company's total shareholder return and the total shareholder return for each of the Dow Jones U.S. Media Sector and the S&P Movies & Entertainment Index (each calculated as described above) over that period of time.

The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs, and therefore, the CAP for the PEO and Non-PEO NEOs for fiscal year 2024 was not known at the time of this filing. The Company expects that such determinations will be made in the first quarter of fiscal 2025, at which time the chart showing the relationship between CAP and TSR required by Item 402(v) of Regulation S-K will be provided.

(5) This column shows the Company's net income (loss) for each fiscal year covered by the table. The following chart illustrates the CAP for the Company's Chief Executive Officer and the average CAP for the Company's Non-PEO NEOs for each of the last three fiscal years against the Company's net income for each of those years.

The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs. The Company expects that such determinations will be made in the first quarter of fiscal 2025, at which time the chart will be provided.

(6) This column shows the Company's adjusted OIBDA for each fiscal year covered by the table. The Company considers adjusted OIBDA to be a key metric in its executive compensation program, used in determining corporate performance under fiscal year 2024 annual incentive plan. See the "Compensation Discussion and Analysis" section of this report for more information regarding the use of this performance measure in the Company's executive compensation program and "*Use of Non-GAAP Financial Measures*" at the end of this section for the definition, adjustments and related reconciliation for this non-GAAP measure. The following chart illustrates the CAP for the Company's Chief Executive Officer and the average CAP for the Company's Non-PEO NEOs for each of the last three fiscal years against the Company's adjusted OIBDA for each of those years.

The Company has not yet completed its review of the Company's financial performance for the 2024 fiscal year. The Compensation Committee has also not yet determined 2024 annual incentive bonuses for the PEO and the Non-PEO NEOs. The Company expects that such determinations will be made in the first quarter of fiscal 2025, at which time the chart showing the relationship between CAP and adjusted OIBDA required by Item 402(v) of Regulation S-K will be provided.

Following is an unranked list of the company's financial performance measures it considers most important in linking the compensation actually paid to the Company's NEOs for fiscal 2024 with the Company's performance.

- Adjusted OIBDA (used in determining corporate performance for purposes of the annual incentive plan)
- Volume-Weighted Average Stock Price (used in determining vesting of certain stock units granted to Named Executive Officers during the fiscal year)
- Certain Discretionary Assessment of Achievement of Operational and Strategic Goals (used in determining individual performance for purposes of the annual incentive plan and the vesting of performance-based equity awards)

See the "*Compensation Discussion and Analysis*" section for more information regarding the use of these performance measures in the Company's executive compensation program.

In general, the Company also views its stock price, upon which the value of all of the equity awards granted by the Company is dependent, as a key performance-based component of its executive compensation program in order to further align the interests of the Company's senior management with the interests of the Company's shareholders.

Director Compensation

Compensation Program

For fiscal 2024, the Company's non-employee directors were compensated as follows:

Type of Compensation	Amount
Annual Equity Retainer	$ 150,000
Annual Cash Retainer	$ 100,000
Annual Board Chair Retainer	$ 52,000
Annual Audit & Risk Committee Chair Retainer	$ 30,000
Annual Compensation Committee Chair Retainer.	$ 30,000
Annual Nominating and Corporate Governance Committee Chair Retainer	$ 20,000
Annual Strategic Advisory Committee Chair Retainer	$ 20,000

The annual equity retainer consists of an award of restricted share units granted under the Company's equity incentive plan then in effect with a grant date value of $150,000 granted annually on the date of date of the Company's annual general meeting of shareholders (with $75,000 of the value based on the closing price Class A voting shares and $75,000 of the value based on the closing price of Class B non-voting shares on the date of grant, and the number of units rounded to the nearest whole unit). The restricted share units vest after one year following the date of grant (or, if earlier, the date of the annual general meeting of shareholders in the year after the year of grant) and will be paid in an equivalent number of Class A voting shares and Class B non-voting shares, as applicable. The Board retains discretion to provide for the award to instead be granted as a fixed amount of cash subject to the same vesting terms. The Board may also provide non-employee directors an election to defer payment of their vested awards in accordance with applicable tax law.

The annual cash retainer and other retainers set for in the table above will be paid, at the director's election, in all cash, 50% in cash and 50% in the form of shares of common stock (with the 50% portion to be paid in shares to be paid 50% in Class A voting shares and 50% in Class B non-voting shares), or 100% in the form of shares of common stock (with 50% to be paid in Class A voting shares and 50% in Class B non-voting shares). The Board retains discretion to provide for retainers for one or more directors to be paid in a different mix of cash and shares of common stock (whether in Class A voting shares, Class B non-voting shares, or a combination thereof) as it determined appropriate. Retainers are paid in two installments, with the number of shares of common stock delivered in payment of any retainer determined by dividing the dollar amount of the retainer paid in the form of shares of common stock by the closing price of common stock (either Class A voting shares or Class B non-voting shares, as applicable) on the date of payment, and are fully vested at the time of payment.

Pursuant to the Company's policies, non-employee directors will also be reimbursed for reasonable expenses incurred in the performance of their duties. The Board (or any committee of the Board within the authority delegated to it) has the right to amend this policy from time to time.

Director Onboarding and Education

Upon a new director's appointment to the Board, an orientation is conducted by management and current Board members aiming to acquaint new directors with the Company's business strategies, vital financial aspects, core values encompassing ethics and compliance, corporate governance practices, and key policies. This orientation involves meetings with senior management to delve into the Company's strategy, business plan, risk profile, and provision of background material.

Additionally, the Company actively supports the ongoing education of its Board members, covering expenses for relevant continuing education programs. These programs are tailored to enhance the directors' understanding of the Company's operations, their responsibilities within the Board and its committees, and to stay updated on industry trends and developments.

Fiscal 2024 Director Compensation

The following table presents information regarding compensation earned or paid to each of the Company'snon-employee directors for services rendered during fiscal 2024. Messrs. Feltheimer and Burns, who are employed by the Company, do not receive any compensation for their services on the Board.

Name (a)	Fees Earned or Paid in Cash ($)(1) (b)	Stock Awards ($)(2)(3) (c)	Option Awards ($)(3) (d)	Non-Equity Incentive Plan Compensation ($) (e)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($) (f)	All Other Compensation ($) (g)	Total ($) (h)
Mignon Clyburn	$100,000	$149,993	$ —	$ —	$ —	$ —	$249,993
Gordon Crawford	$120,000	$149,993	$ —	$ —	$ —	$ —	$269,993
Emily Fine	$100,000	$149,993	$ —	$ —	$ —	$ —	$249,993
Michael T. Fries	$195,832	$ —	$ —	$ —	$ —	$ —	$195,832
John D. Harkey, Jr.(4)	$ 76,503	$149,993	$ —	$ —	$ —	$ —	$226,496
Susan McCaw	$100,000	$149,993	$ —	$ —	$ —	$ —	$249,993
Yvette Ostolaza	$120,000	$149,993	$ —	$ —	$ —	$ —	$269,993
Mark H. Rachesky, M.D.	$172,000	$149,993	$ —	$ —	$ —	$ —	$321,993
Daryl Simm	$130,000	$149,993	$ —	$ —	$ —	$ —	$279,993
Hardwick Simmons	$130,000	$149,993	$ —	$ —	$ —	$ —	$279,993
Harry E. Sloan	$100,000	$149,993	$ —	$ —	$ —	$ —	$249,993

(1) The amounts reported in column (b) represent director annual retainer and chair fees, for fiscal 2024, paid, at the director's election, either 50% in cash and 50% in the form of existing common stock, 100% in the form of existing common stock, or 100% in cash, as described above. The value of the common shares is calculated using the closing price of shares of common stock on the date of payment. Retainers and fees are paid twice a year. During fiscal 2024, the Company's non-employee directors who elected to receive 50% of their retainers and fees in the form of common shares received the following number of shares: Ms. Clyburn, 6,599 shares, Ms. McCaw, 1,593 shares, Mr. Simm, 8,573 shares and Mr. Simmons, 8,767 shares. During fiscal 2024, the Company's non-employee directors who elected to receive 100% of their retainers and fees in the form of common shares received the following number of shares: Mr. Crawford, 15,950 shares, Ms. Fine, 13,196 shares, Mr. Harkey, 3,079 shares, Ms. Ostolaza, 15,810 shares, Dr. Rachesky, 24,454 shares, and Mr. Sloan, 14,033 shares. For fiscal 2024, the Board determined that Mr. Fries would receive 100% of his retainer and fees in the form of cash (so that the amount reported in this column for Mr. Fries includes cash received in lieu of any equity award).

(2) Each non-employee director then in office received a grant of 8,455 restricted share units with respect to Class A voting shares and 8,971 restricted share units with respect to Class B non-voting shares units on November 28, 2023 at the Company's 2023 Annual General and Special Meeting of Shareholders (other than Mr. Fries, who receives cash in lieu of equity grants). The amounts reported in column (c) reflect the fair value of these awards on the grant date as determined under the principles used to calculate the value of equity awards for purposes of the Company's financial statements. The fair values of the restricted share units are determined based on the market value of the shares on the date of grant.

(3) The following table presents the number of unvested stock awards held by each of the Company'snon-employee directors as of March 31, 2024. No non-employee directors held any outstanding option awards as of that date.

Director	Number of Unvested Restricted Share Units as of March 31, 2024	
	LGF.A	LGF.B
Mignon Clyburn	10,710	11,382
Gordon Crawford	10,710	11,382
Emily Fine	10,710	11,382
Michael T. Fries	—	—
John D. Harkey, Jr.	8,455	8,971
Susan McCaw	10,710	11,382
Yvette Ostolaza	10,710	11,382
Mark H. Rachesky, M.D.	10,710	11,382
Daryl Simm	10,710	11,382
Hardwick Simmons	10,710	11,382
Harry E. Sloan	10,077	10,693

(4) Mr. Harkey was appointed to the Board effective June 26, 2023.

Use of Non-GAAP Financial Measures

LIONS GATE ENTERTAINMENT CORP.
USE OF NON-GAAP FINANCIAL MEASURES

This prospectus presents the following important financial measures utilized by Lions Gate Entertainment Corp. (the "Company," "we," "us" or "our") that are not all financial measures defined by generally accepted accounting principles ("GAAP"). The Company uses non-GAAP financial measures, among other measures, to evaluate the operating performance of our business. These non-GAAP financial measures are in addition to, not a substitute for, or superior to, measures of financial performance prepared in accordance with United States GAAP.

Adjusted OIBDA: Adjusted OIBDA is defined as operating income (loss) before adjusted depreciation and amortization ("OIBDA"), adjusted for adjusted share-based compensation ("adjusted SBC"), purchase accounting and related adjustments, restructuring and other costs, certain charges (benefits) related to the COVID-19 global pandemic, certain programming and content charges as a result of management changes and/or changes in strategy, and unusual gains or losses (such as goodwill impairment, charges related to Russia's invasion of Ukraine, and the gain on sale of Pantaya on March 31, 2021), when applicable.

- Adjusted depreciation and amortization represents depreciation and amortization as presented on our consolidated statement of operations, less the depreciation and amortization related to the amortization of purchase accounting and related adjustments associated with recent acquisitions. Accordingly, the full impact of the purchase accounting is included in the adjustment for "purchase accounting and related adjustments", described below.
- Adjusted share-based compensation represents share-based compensation excluding the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements, which are included in restructuring and other expenses, when applicable.
- Restructuring and other includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable.
- COVID-19 related charges or benefits include incremental costs associated with the pausing and restarting of productions including paying/hiring certain cast and crew, maintaining idle facilities and equipment costs, and when applicable, certain motion picture and television impairments and development charges associated with changes in performance expectations or the feasibility of completing the project resulting from circumstances associated with the COVID-19 global pandemic,

net of insurance recoveries, which are included in direct operating expense, when applicable. In addition, the costs include early or contractual marketing spends for film releases and events that have been canceled or delayed and will provide no economic benefit, which are included in distribution and marketing expense, when applicable.

- Programming and content charges include certain charges as a result of changes in management and/or changes in programming and content strategy, which are included in direct operating expenses, when applicable.
- Purchase accounting and related adjustments primarily represent the amortization of non-cash fair value adjustments to certain assets acquired in recent acquisitions. These adjustments include the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense.

Adjusted OIBDA is calculated similar to how the Company defines segment profit and manages and evaluates its segment operations. Segment profit also excludes corporate general and administrative expense.

Total Segment Profit and Studio Business Segment Profit: We present the sum of our Motion Picture and Television Production segment profit as our "Studio Business" segment profit. Total segment profit and Studio Business segment profit, when presented outside of the segment information and reconciliations included in our consolidated financial statements, is considered a non-GAAP financial measure, and should be considered in addition to, not as a substitute for, or superior to, measures of financial performance prepared in accordance with United States GAAP. We use this non-GAAP measure, among other measures, to evaluate the aggregate operating performance of our business.

The Company believes the presentation of total segment profit and Studio Business segment profit is relevant and useful for investors because it allows investors to view total segment performance in a manner similar to the primary method used by the Company's management and enables them to understand the fundamental performance of the Company's businesses before non-operating items. Total segment profit and Studio Business segment profit is considered an important measure of the Company's performance because it reflects the aggregate profit contribution from the Company's segments, both in total and for the Studio Business and represents a measure, consistent with our segment profit, that eliminates amounts that, in management's opinion, do not necessarily reflect the fundamental performance of the Company's businesses, are infrequent in occurrence, and in some cases are non-cash expenses. Not all companies calculate segment profit or total segment profit in the same manner, and segment profit and total segment profit as defined by the Company may not be comparable to similarly titled measures presented by other companies due to differences in the methods of calculation and excluded items.

Overall: These measures are non-GAAP financial measures as defined in Regulation G promulgated by the SEC and are in addition to, not a substitute for, or superior to, measures of financial performance prepared in accordance with United States GAAP.

We use these non-GAAP measures, among other measures, to evaluate the operating performance of our business. We believe these measures provide useful information to investors regarding our results of operations and cash flows before non-operating items. Adjusted OIBDA is considered an important measure of the Company's performance because this measure eliminates amounts that, in management's opinion, do not necessarily reflect the fundamental performance of the Company's businesses, are infrequent in occurrence, and in some cases are non-cash expenses.

These non-GAAP measures are commonly used in the entertainment industry and by financial analysts and others who follow the industry to measure operating performance. However, not all companies calculate these

measures in the same manner and the measures as presented may not be comparable to similarly titled measures presented by other companies due to differences in the methods of calculation and excluded items.

A general limitation of these non-GAAP financial measures is that they are not prepared in accordance with U.S. generally accepted accounting principles. These measures should be reviewed in conjunction with the relevant GAAP financial measures and are not presented as alternative measures of operating income, as determined in accordance with GAAP. Reconciliations of the adjusted metrics utilized to their corresponding GAAP metrics are provided below.

LIONS GATE ENTERTAINMENT CORP.
RECONCILIATION OF OPERATING INCOME (LOSS)
TO ADJUSTED OIBDA AND TOTAL SEGMENT PROFIT

The following table reconciles the GAAP measure, operating income (loss) to the non-GAAP measures, Adjusted OIBDA and Total Segment Profit:

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Operating income (loss)	**$170.6**	**$ 9.0**	**$ (2.2)**	**$(1,857.7)**
Gain on sale of Pantaya[(1)]	(44.1)	—	—	—
Goodwill impairment[(2)]	—	—	—	1,475.0
Adjusted depreciation and amortization[(3)]	44.3	43.0	41.8	40.2
Restructuring and other[(2)]	24.7	16.8	20.5	411.9
COVID-19 related charges (benefit)[(4)]	67.5	(3.4)	—	(11.6)
Programming and content charges[(5)]	—	36.9	—	7.0
Charges related to Russia's invasion of Ukraine[(6)]	—	5.9	—	—
Adjusted share-based compensation expense[(7)]	85.5	100.0	139.8	97.8
Purchase accounting and related adjustments[(8)]	192.4	194.0	180.2	195.5
Adjusted OIBDA	**$540.9**	**$402.2**	**$380.1**	**$ 358.1**
Corporate general and administrative expenses	113.7	97.1	117.5	122.9
Total Segment Profit	**$654.6**	**$499.3**	**$497.6**	**$ 481.0**

(1) Represents the gain before income taxes on the sale of the Company's majority interest in Pantaya on March 31, 2021.

(2) Restructuring and other includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable, as shown in the table below:

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Restructuring and other:				
Content and other impairments[(a)]	$ —	$ —	$ —	$385.2
Severance[(b)]				
Cash	14.8	4.6	—	18.0
Accelerated vesting on equity awards	3.5	—	—	4.2
Total severance costs	18.3	4.6	—	22.2
COVID-19 related charges included in restructuring and other[(c)]	3.0	1.1	—	0.1
Transaction and other costs (benefits)[(d)]	3.4	11.1	20.5	4.4
	$24.7	$16.8	$20.5	$411.9

(a) *Media Networks Goodwill Impairment and Restructuring*: In fiscal 2023, in the second quarter ended September 30, 2022, due to the macro and microeconomic conditions, including the competitive environment, continued inflationary trends and recessionary economies worldwide and its impact on the Company's growth in subscribers worldwide, we began a plan to restructure our LIONSGATE+ business (formerly STARZPLAY International). This restructuring includes exiting the business in seven international territories (France, Germany, Italy, Spain, Benelux, the Nordics and Japan). Our Starz domestic operations have also been impacted by these current market conditions, and we have revised our subscriber growth and forecasted cash flow assumptions and implemented certain cost-saving measures. These changes in forecasted cash flow resulted in an impairment of $1.475 billion of goodwill related to the Media Networks segment in the second quarter ended September 30, 2022.

During the third quarter ended December 31, 2022, due to the continuing macro and microeconomic conditions which led to the LIONSGATE+ restructuring, we expanded our restructuring plan discussed above to identify additional cost-saving initiatives, which included a strategic review of content performance across Starz's domestic and international platforms, resulting in certain programming being removed from those platforms and written down to fair value.

As a result of these restructuring initiatives, we recorded content impairment charges associated with impairment of programming related to the territories being exited and individual content abandonment upon removal of certain titles from the Starz platforms related to the Media Networks segment in the year ended March 31, 2023 of $379.3 million.

Other Impairments: Amounts in the fiscal year ended March 31, 2023 also include an impairment of an operating lease right-of-use asset related to the Studio business and corporate facilities associated with a portion of a facility lease that will no longer be utilized by the Company. The impairment reflects a decline in market conditions since the inception of the lease impacting potential sublease opportunities, and represents the difference between the estimated fair value, which was determined based on the expected discounted future cash flows of the lease asset, and the carrying value.

(b) Severance costs were primarily related to the restructuring activities and other cost-saving initiatives.

(c) Amounts represent certain incremental general and administrative costs associated with the COVID-19 global pandemic, such as costs related to transitioning the Company to a remote-work environment, costs associated with return-to-office safety protocols, and other incremental general and administrative costs associated with the COVID-19 global pandemic.

(d) Transaction and other costs reflect transaction, integration and legal costs associated with certain strategic transactions, and restructuring activities and also include costs and benefits associated with certain legal matters. In the year ended March 31, 2023, these amounts include a benefit of $11.0 million for a settlement of a legal matter related to the Media Networks segment.

(3) Adjusted depreciation and amortization represents depreciation and amortization as presented on our consolidated statements of operations less the depreciation and amortization related to the non-cash fair value adjustments to property and equipment and intangible assets acquired in recent acquisitions which are included in the purchase accounting and related adjustments line item above, as shown in the table below:

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Depreciation and amortization	$ 188.5	$ 177.9	$ 172.0	$ 180.3
Less: Amount included in purchase accounting and related adjustments	(144.2)	(134.9)	(130.2)	(140.1)
Adjusted depreciation and amortization	$ 44.3	$ 43.0	$ 41.8	$ 40.2

(4) Amounts represent the incremental costs included in direct operating expense and distribution and marketing expense resulting from circumstances associated with the COVID-19 global pandemic, net of insurance recoveries, as presented in the table below. During the fiscal years ended March 31, 2023 and 2022, the Company has incurred a net benefit in direct operating expense due to insurance recoveries in excess of the incremental costs expensed in the period. These charges (benefits) are excluded from segment operating results.

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
COVID-19 related charges (benefit) included in:				
Direct operating expense[(a)]	$50.6	$ (3.6)	$—	$(11.6)
Distribution and marketing expense[(b)]	16.9	0.2	—	—
	$67.5	$ (3.4)	$—	$(11.6)

(a) Amounts reflected in direct operating expense include incremental costs associated with the pausing and restarting of productions including paying/hiring certain cast and crew, maintaining idle facilities and equipment costs, net of insurance recoveries. In fiscal 2021, these charges also included film impairment due to changes in performance expectations resulting from circumstances associated with the COVID-19 global pandemic.

(b) Amounts reflected in distribution and marketing expense primarily consist of contractual marketing spends for film releases and events that have been canceled or delayed and will provide no economic benefit.

(5) Amounts represent certain unusual programming and content charges. In the fiscal year ended March 31, 2023, the amounts represent development costs written off as a result of changes in strategy across the Company's theatrical slate in connection with certain management changes and changes in the theatrical marketplace in the Motion Picture segment. In the fiscal year ended March 31, 2022, the amounts represent impairment charges recorded as a result of a strategic review of original programming on the STARZ platform, which identified certain titles with limited viewership or strategic purpose which were removed from the STARZ service and abandoned by the Media Networks segment. These charges are excluded from segment results and included in amortization of investment in film and television programs in direct operating expense on the consolidated statement of operations.

(6) Amounts represent charges related to Russia's invasion of Ukraine, primarily related to bad debt reserves for accounts receivable from customers in Russia, included in direct operating expense in the consolidated statements of operations, and excluded from segment operating results.

(7) The following table reconciles total share-based compensation expense to adjusted share-based compensation expense:

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Total share-based compensation expense	$89.0	$100.0	$139.8	$102.0
Less: Amount included in restructuring and other[(a)]	(3.5)	—	—	(4.2)
Adjusted share-based compensation	$85.5	$100.0	$139.8	$ 97.8

(a) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements.

(8) Purchase accounting and related adjustments primarily represent the amortization of non-cash fair value adjustments to certain assets acquired in recent acquisitions. The following sets forth the amounts included in each line item in the financial statements:

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Purchase accounting and related adjustments:				
Direct operating	$ 1.0	$ 0.4	$ 0.2	$ 0.7
General and administrative expense[(a)]	47.2	58.7	49.8	54.7
Depreciation and amortization	144.2	134.9	130.2	140.1
	$192.4	$194.0	$180.2	$195.5

(a) These adjustments include the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the amortization of the recoupable portion of the purchase price and the expense associated with the earned distributions related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense, as presented in the table below. The earned distributions related to 3 Arts Entertainment represent the 3 Arts Entertainment noncontrolling equity interest in the earnings of 3 Arts Entertainment and are reflected as an expense rather than noncontrolling interest in the consolidated statement of operations due to the relationship to continued employment.

	Year Ended March 31,			
	2021 Actual	2022 Actual	2023 Plan	2023 Actual
	(Unaudited, amounts in millions)			
Amortization of recoupable portion of the purchase price	$ 7.7	$ 7.7	$ 7.7	$ 7.7
Noncontrolling interest discount amortization	22.7	22.7	13.2	13.2
Noncontrolling equity interest in distributable earnings	16.8	28.3	28.9	33.8
	$47.2	$58.7	$49.8	$54.7

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

SEAC Relationships and Related Party Transactions

As a result of the Business Combination, Pubco assumed the obligations of SEAC under the Administrative Services and Indemnification Agreement, dated January 5, 2022, by and among SEAC, the SEAC Sponsor and Global Eagle Acquisition LLC (the "**Administrative Services and Indemnification Agreement**"), pursuant to which Pubco will indemnify the SEAC Sponsor from any claims arising out of or relating to SEAC's initial public offering of securities or SEAC's operations or conduct of SEAC's business (including, for the avoidance of doubt, the consummation by SEAC of the initial business combination) or any claim against the SEAC Sponsor alleging any expressed or implied management or endorsement by the SEAC Sponsor of any of SEAC's activities or any express or implied association between the SEAC Sponsor and SEAC or any of its affiliates.

Harry E. Sloan, a member of Pubco's Board of Directors, was also the Chairman of SEAC, and owns, directly or indirectly, collectively with other former members of SEAC's management, a material interest in Eagle Equity Partners V, LLC, a Delaware limited liability company (referred to as "SEAC Sponsor" herein).

On May 7, 2024, SEAC issued a Promissory Note to SEAC Sponsor, pursuant to which SEAC could borrow up to an aggregate principal amount of $2,000,000. The Promissory Note was non-interest bearing and payable on the earlier of (i) the date upon which SEAC consummates an initial business combination or (ii) the date of the liquidation of SEAC. The Promissory Note is expected to be paid in full in connection with Closing and borrowings under the Promissory Note are no longer available.

Sponsor Support Agreement

Concurrently with the execution of the Business Combination Agreement, SEAC, SEAC Sponsor, StudioCo and Lions Gate Parent entered into a Sponsor Support Agreement, pursuant to which, among other things, SEAC Sponsor agreed to (i) one business day prior to the Closing Date, immediately following the Unit Separation and prior to the SEAC Merger, surrender, forfeit and transfer to SEAC, for no consideration and without further right thereto, and consent to the termination and cancellation of, the SEAC Private Placement Warrants held by it, (ii) not transfer any securities of SEAC held by it until the earlier of (a) the Closing and (b) the valid termination of the Sponsor Support Agreement, subject to certain exceptions as provided in the Sponsor Support Agreement or permitted by the Business Combination Agreement or other agreement in connection with the Proposed Transactions; and (iii) vote all SEAC Ordinary Shares held by it in favor of each of the proposals to be presented at the SEAC Shareholders' Meeting.

Additionally, SEAC Sponsor agreed to purchase, or cause its affiliates to purchase in the open market, in the aggregate, no less than 5.81% of the outstanding SEAC Public Warrants within the Warrant Re-Purchase Cut-Off Date, which would cost the SEAC Sponsor or its affiliates an aggregate of approximately $726,000, assuming a purchase price of $0.50 per SEAC Public Warrant.

The foregoing summary does not purport to describe all of the terms of the Sponsor Support Agreement and is qualified in its entirety by reference to the complete text of the Sponsor Support Agreement, which is filed as Exhibit 10.2 to this Registration Statement and is incorporated herein by reference.

StudioCo Relationships and Related Party Transactions

Registration Rights

Concurrently with the Closing, Pubco, Studio HoldCo and SEAC Sponsor entered into the A&R Registration Rights Agreement, pursuant to which, among other things, Pubco agreed that, within 30 days after the Closing,

Pubco will file with the SEC (at Pubco's sole cost and expense) the Resale Registration Statement, and Pubco will use its commercially reasonable efforts to have the Resale Registration Statement declared effective as soon as reasonably practicable after the filing thereof. Such holders will be entitled to customary piggyback registration rights and demand registration rights.

The foregoing summary does not purport to describe all of the terms of the Registration Rights Agreement and is qualified in its entirety by reference to the complete text of the Registration Rights Agreement, which is filed as Exhibit 10.5 to this Registration Statement and is incorporated herein by reference.

Lock-Up Agreement

In connection with the Closing, SEAC Sponsor and its transferees (collectively, the "**SEAC Holders**") and holders of Pubco Common Shares affiliated with Lions Gate Parent (the "**Lionsgate Holders**") entered into the Lockup Agreement with Pubco. Pursuant to the Lockup Agreement, the SEAC Holders agreed not to transfer (except for certain permitted transfers) the Lockup Shares held by them until the earliest of (i) the date that is one year after the Closing Date, (ii) (x) with respect to 50% of the SEAC Lock-Up Shares, the date on which the Trading Price of the Pubco Common Shares equals or exceeds $12.50 per share and (y) with respect to the remaining 50% of the SEAC Lock-Up Shares, the date on which the Trading Price of a Pubco Common Share equals or exceeds $15.00 per share, in each case at least 180 days after the Closing Date, and (iii) the date on which Pubco completes a liquidation, merger, amalgamation, capital stock exchange, spin-off, separation, distribution, reorganization or other similar transaction.

The foregoing summary does not purport to describe all of the terms of the Lockup Agreement and is qualified in its entirety by reference to the complete text of the Lockup Agreement, which is filed as Exhibit 10.3 to this Registration Statement and is incorporated herein by reference.

Sponsor Option Agreement

One business day prior to the Closing, in connection with the Sponsor Securities Repurchase, SEAC, New SEAC and SEAC Sponsor entered into the Sponsor Option Agreement, pursuant to which SEAC Sponsor will receive, as partial consideration for the Sponsor Securities Repurchase (with respect to the SEAC Class B Ordinary Shares held by SEAC Sponsor), 2,200,000 SEAC Sponsor Options, each of which will entitle SEAC Sponsor to purchase one SEAC Class A Ordinary Share at $0.0001 per share. In connection with the Transactions, the SEAC Sponsor Options will ultimately become options to purchase Pubco Common Shares pursuant to the terms of the Sponsor Option Agreement.

The SEAC Sponsor Options will become exercisable, subject to the terms, conditions and exceptions set forth in the Sponsor Option Agreement, (i) on or after the date on which the Trading Price of the Pubco Common Shares (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) equals or exceeds $16.05 per share or (ii) if a change of control occurs, subject to certain conditions.

The foregoing summary does not purport to describe all of the terms of the Sponsor Option Agreement and is qualified in its entirety by reference to the complete text of the Sponsor Option Agreement, which is filed as Exhibit 10.4 to this Registration Statement and is incorporated herein by reference.

Separation Agreement

In connection with the Business Combination, on May 8, 2024, Lions Gate Parent and StudioCo entered into a separation agreement (the "**Separation Agreement**"), pursuant to which, among other things, (i) the assets and liabilities of the Studio Business (including certain subsidiaries of Lions Gate Parent engaged in the Studio

Business) were separated from the assets and liabilities of the Starz Business (including certain subsidiaries of Lions Gate Parent engaged in the Starz Business) and transferred to StudioCo such that StudioCo held, directly or indirectly, all of the assets and liabilities of the Studio Business prior to the Closing, and (ii) all of Lions Gate Parent's equity interests in StudioCo were transferred to Studio HoldCo prior to the Closing.

The Separation Agreement requires Pubco, as successor to StudioCo, to indemnify Lions Gate Parent for losses arising from certain liabilities of the Studio Business and requires Lions Gate Parent to indemnify Pubco for losses arising from certain liabilities of the Starz Business.

The foregoing summary does not purport to describe all of the terms of the Separation Agreement and is qualified in its entirety by reference to the complete text of the Separation Agreement, which is filed as Exhibit 10.11 to this Registration Statement and is incorporated herein by reference.

Shared Services Agreement/Overhead Sharing Agreement

In connection with the Business Combination, on May 9, 2024, Lions Gate Parent and StudioCo entered into a shared services and overhead sharing agreement which took effect upon the Closing and which facilitated the allocation to Pubco of all corporate general and administrative expenses of Lions Gate Parent, except for an amount of $10 million to be allocated annually to Lions Gate Parent or one of its subsidiaries (other than subsidiaries of LG Studios), with reimbursements to be made by the parties thereto as necessary in connection with such allocations.

The corporate general and administrative expenses that are allocated to Pubco include salaries and wages for certain executives and other corporate officers related to executive oversight, investor relations costs, costs for the maintenance of corporate facilities, and other common administrative support functions, including corporate accounting, finance and financial reporting, audit and tax costs, corporate and other legal support functions, and certain information technology and human resources.

In addition, the Separation Agreement and the Shared Services Agreement/Overhead Sharing Agreement provide that officers, employees and directors of Pubco will continue to receive awards of equity and equity-based compensation pursuant to the existing plans of Lions Gate Parent. Such awards will be treated as a capital contribution by Lions Gate Parent to Pubco, and the accounting expenses for such awards will be allocated to Pubco.

In addition, if any of the directors of Pubco is also serving on (or is an observer of) the Board of Directors of Lions Gate Parent, the director will be compensated solely by Lions Gate Parent in accordance with Lions Gate Parent's non-employee director compensation program and will not receive additional compensation from Pubco.

The foregoing summary does not purport to describe all of the terms of the Shared Services Agreement/Overhead Sharing Agreement and is qualified in its entirety by reference to the complete text of the Shared Services Agreement/Overhead Sharing Agreement, which is filed as Exhibit 10.12 to this Registration Statement and is incorporated herein by reference.

Tax Matters Agreement

In connection with the Business Combination, on May 9, 2024, Lions Gate Parent and StudioCo entered into a tax matters agreement (the "Tax Matters Agreement") that governs the parties' respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, certain indemnification rights with respect to tax matters, the preparation and filing of tax returns, the control of audits and other tax proceedings and other matters regarding taxes.

The foregoing summary does not purport to describe all of the terms of the Tax Matters Agreement and is qualified in its entirety by reference to the complete text of the Tax Matters Agreement, which is filed as Exhibit 10.6 to this Registration Statement and is incorporated herein by reference.

Intercompany Note and Assumption Agreement

In connection with the Business Combination, on May 8, 2024, Lions Gate Capital Holdings LLC, a Delaware limited liability company and subsidiary of Lions Gate Parent ("**LGCH**"), as lender, entered into an intercompany note and assumption agreement (the "Intercompany Note") with Lions Gate Television Inc., a Delaware corporation and subsidiary of LG Studios ("**LGTV**"), as borrower and assuming party.

Pursuant to the Intercompany Note, LGTV will be able to borrow up to $1,100 million from LGCH on a revolving basis. LGTV also assumed approximately $399 million in term A loans and approximately $819 million in term B loans thereunder. The Intercompany Note will, among other things, terminate in connection with a full separation of the Studio Business from the Starz Business as determined by Lions Gate Parent.

The foregoing summary does not purport to describe all of the terms of the Intercompany Note and Assumption Agreement and is qualified in its entirety by reference to the complete text of the Intercompany Note and Assumption Agreement, which is filed as Exhibit 10.13 to this Registration Statement and is incorporated herein by reference.

Intercompany Revolver

In connection with the Business Combination, on May 13, 2024, LGAC International LLC, a Delaware limited liability company and subsidiary of LG Studios ("**LGAC International**") and Lions Gate Capital Holdings 1, Inc., a Delaware corporation and subsidiary of Lions Gate Parent ("**LGCH1**") entered into a revolving credit agreement (the "**Intercompany Revolver**"), pursuant to which LGAC International and LGCH1 agreed to make revolving loans to each other from time to time, provided that the net amount owing by one party to the other at any particular time may not exceed $150,000,000. Amounts advanced by one party will be used to repay existing indebtedness owing to the other party thereunder, if any, such that at no time will amounts be owing in both directions. The net amount owing under the Intercompany Revolver, at any time, shall bear interest on the outstanding principal amount at a rate equal to adjusted term SOFR plus 1.75%. The Intercompany Revolver will, among other things, terminate in connection with a full separation of the entities.

The foregoing summary does not purport to describe all of the terms of the Intercompany Revolver and is qualified in its entirety by reference to the complete text of the Intercompany Revolver, which is filed as Exhibit 10.14 to this Registration Statement and is incorporated herein by reference.

Investor Rights Agreement

On November 10, 2015, (i) Liberty Global Incorporated Limited, a limited company organized under the laws of the United Kingdom (or its successor, "**Liberty**") and a wholly-owned subsidiary of Liberty Global Ltd., a Bermuda exempted company limited by shares ("**Liberty Global**"), agreed to purchase 5,000,000 of Lions Gate Parent's then outstanding common shares from funds affiliated with MHR Fund Management, LLC ("**MHR Fund Management**"), and (ii) Discovery Lightning Investments Ltd., a limited company organized under the laws of the United Kingdom ("**Discovery Lightning**") and a wholly-owned subsidiary of Warner Bros. Discovery, Inc. ("**Discovery**") agreed to purchase 5,000,000 of Lions Gate Parent's then outstanding common shares from funds affiliated with MHR Fund Management (collectively, the "**Purchases**").

In connection with the Purchases, on November 10, 2015, Lions Gate Parent entered into an investor rights agreement with Liberty Global, Discovery, Liberty, Discovery Lightning and certain affiliates of MHR Fund Management (as amended from time to time, the "**LG Parent Investor Rights Agreement**"). The LG Parent Investor Rights Agreement provides that, among other things, (i) for so long as funds affiliated with MHR Fund Management beneficially own at least 10,000,000 of Lions Gate Parent's then outstanding common shares in the aggregate, Lions Gate Parent will include three (3) designees of MHR Fund Management (at least one of whom will be an independent director and will be subject to LGEC Board approval) on its slate of director nominees for

election at each future annual general and special meeting of Lions Gate Parent's shareholders and (ii) for so long as funds affiliated with MHR Fund Management beneficially own at least 5,000,000, but less than 10,000,000 of Lions Gate Parent's then outstanding common shares in the aggregate, Lions Gate Parent will include one designee of MHR Fund Management on its slate of director nominees for election at each future annual general and special meeting of Lions Gate Parent's shareholders.

In addition, the LG Parent Investor Rights Agreement provides that (i) for so long as Liberty and Discovery Lightning (together with certain of their affiliates) beneficially own at least 10,000,000 of Lions Gate Parent's then outstanding common shares in the aggregate, Lions Gate Parent's will include one designee of Liberty and one designee of Discovery Lightning on its slate of director nominees for election at each future annual general and special meeting of Lions Gate Parent's shareholders and (ii) for so long as Liberty and Discovery Lightning (together with certain of their affiliates) beneficially own at least 5,000,000, but less than 10,000,000 of Lions Gate Parent's then outstanding common shares in the aggregate, Lions Gate Parent will include one designee of Liberty and Discovery Lightning, collectively, on its slate of director nominees for election at each future annual general and special meeting of Lions Gate Parent's shareholders, selected by (a) Liberty, if Liberty individually exceeds such 5,000,000 common share threshold but Discovery Lightning does not, (b) Discovery Lightning, if Discovery Lightning individually exceeds such 5,000,000 common share threshold but Liberty does not and (c) Liberty and Discovery Lightning, jointly, if neither Liberty nor Discovery Lightning individually exceeds such 5,000,000 common share threshold.

In addition, under the Investor Rights Agreement, Lions Gate Parent agreed to provide Liberty, Discovery Lightning and MHR Fund Management with certain preemptive rights on shares that Lions Gate Parent may issue in the future for cash consideration.

In connection with the Business Combination, on the Closing Date, Pubco, Liberty, Liberty Global, Discovery, Discovery Lightning, MHR Fund Management, and funds affiliated with MHR Fund Management entered into an investor rights agreement (the "**Investor Rights Agreement**") that duplicates the provisions of the LG Parent Investor Rights Agreement described above with respect to Pubco, including board designation and preemptive rights. Under the Investor Rights Agreement, the initial designees to the Pubco Board of MHR Fund Management are Dr. Mark H. Rachesky, Emily Fine and John D. Harkey, Jr. The initial designee to the Pubco Board of Liberty Global are Michael T. Fries and the initial designee to the Pubco Board of Discovery is Priya Dogra.

The foregoing summary does not purport to describe all of the terms of the LG Parent Investor Rights Agreement or the Investor Rights Agreement and is qualified in its entirety by reference to the complete text of the LG Parent Investor Rights Agreement, which was filed as Exhibit 10.1 to Lions Gate Parent's Current Report on Form 8-K, filed with the SEC on November 10, 2015, and the Investor Rights Agreement, which is filed as Exhibit 10.10 to this Registration Statement and is incorporated herein by reference.

Voting and Standstill Agreement

Also in connection with the Purchases, on November 10, 2015, Lions Gate Parent entered into a voting and standstill agreement with Liberty Global, Liberty, Discovery Lightning, Discovery, Dr. John C. Malone, MHR Fund Management and certain affiliates of MHR Fund Management (as amended from time to time, the "**Voting and Standstill Agreement**"). Under the Voting and Standstill Agreement, Liberty and Discovery have agreed to vote, in any vote of Lions Gate Parent's shareholders on a merger, amalgamation, plan of arrangement, consolidation, business combination, third party tender offer, asset sale or other similar transaction involving Lions Gate Parent or any of its subsidiaries (and any proposal relating to the issuance of capital, increase in the authorized capital or amendment to any constitutional documents in connection with any of the foregoing), all of the common shares beneficially owned by them (together with certain of their affiliates) in excess of 18.5% of Lions Gate Parent's outstanding voting power in the aggregate in the same proportion as the votes cast by other shareholders.

In addition, each of Liberty, Discovery and MHR Fund Management (together with certain of their affiliates) has agreed that as long as any of them have the right to nominate at least one representative to the board of directors of Lions Gate Parent, each of them will vote all of Lions Gate Parent's common shares owned by them (together with certain of their affiliates) in favor of each of the other's respective director nominees, subject to certain exceptions set forth in the Voting and Standstill Agreement.

Under the Voting and Standstill Agreement, Liberty and Discovery (together with certain of their affiliates) have also agreed that if they sell or transfer any of their common shares to a shareholder or group of shareholders that beneficially own 5% or more of Lions Gate Parent's common shares, or that would result in a person or group of persons beneficially owning 5% or more of Lions Gate Parent's common shares, any such transferee would have to agree to the Voting and Standstill Agreement, subject to certain exceptions set forth in the Voting and Standstill Agreement.

In connection with the Business Combination, on the Closing Date, Pubco, Liberty, Liberty Global, Discovery, Discovery Lightning, MHR Fund Management, and funds affiliated with MHR Fund Management entered into an amendment to the Voting and Standstill Agreement (the "**Amendment to the Voting and Standstill Agreement**") to add Pubco as a party thereto such that foregoing provisions of the Voting and Standstill Agreement apply to Pubco as if it were Lions Gate Parent. Additionally, under the Amendment to the Voting and Standstill Agreement, LGEC agreed to vote its Common Shares in favor of designees of Liberty Global, Discovery and MHR Fund Management to the Pubco Board.

The foregoing summary does not purport to describe all of the terms of the Voting and Standstill Agreement and is qualified in its entirety by reference to the complete text of the Voting and Standstill Agreement and previous amendment, which were previously filed as Exhibit 10.12 and Exhibit 10.12.1, respectively, to Form S- 4/A, and to the complete text of the Amendment to the Voting and Standstill Agreement, which is filed as Exhibit 10.8 to this Registration Statement and is incorporated herein by reference.

Other Commercial Arrangements

Following the consummation of the Business Combination, Lions Gate Parent (or certain of its subsidiaries) and LG Studios (or certain of its subsidiaries) will continue to be parties to certain commercial agreements, which may include: (i) a master originals content licensing agreement that will license SVOD and pay television rights to Starz for certain LG Studios owned first-run original series for Starz's global footprint, and will include terms that are customary in the industry for arrangements of this nature (including license fees equal to a percentage of the approved budget and industry-standard holdbacks); (ii) a multiyear pay 1 television output arrangement, granting Starz an exclusive U.S. pay television/SVOD license for Lionsgate- or Summit-branded films theatrically released in the U.S., with industry-standard holdbacks and pricing based on each film's domestic box office performance; (iii) a production services agreement for LG Studios' production services for the physical production (including clearance and insurance) of certain scripted series developed and owned by Starz, under which Starz shall pay all approved production costs and pay LG Studios a negotiated industry-standard producer fee; and (iv) a distribution agreement authorizing LG Studios to globally sublicense on an exclusive basis off-platform linear, on-demand, and transactional rights to certain original series owned by Starz (subject to industry-standard holdbacks to preserve periods of exclusivity for Starz's platforms) for an industry-standard percentage of sales net distribution costs.

Pubco's Procedures for Approval of Related Persons Transactions

Pubco has established, and the Pubco Board has adopted, a written related persons transactions policy to monitor transactions, arrangements or relationships, including any indebtedness or guarantee of indebtedness, in which Pubco and any of the following have an interest: (i) any person who is or was an executive officer, director, or director nominee of Pubco at any time since the beginning of Pubco's last fiscal year; (ii) a person who is or was an immediate family member (as defined in the policy) of an executive officer, director, or director nominee at any time since the beginning of Pubco's last fiscal year; (iii) any person who, at the time of the occurrence or

existence of the transaction, is greater than 5% beneficial owner of Pubco's common stock; (iv) any person who, at the time of the occurrence or existence of the transaction, is an immediate family member (as defined in the policy) of the greater than 5% beneficial owner of Pubco's common stock; or (v) any firm, corporation or other entity in which any of the foregoing persons is employed or is a partner or principal or in which such person has a 10% or greater beneficial ownership interest (which Pubco refers to herein as a "related person"). The policy will cover any transaction where the aggregate amount is expected to exceed $120,000 in which a related person has a direct or indirect material interest.

Under this policy, reviews will be conducted by the Audit & Risk Committee of the Pubco Board, or, if it is not practicable to wait for the entire committee to consider the matter, the chair thereof. Pubco's Audit & Risk Committee will review the material facts and circumstances regarding a transaction and determine whether to approve, ratify, reject or rescind a related person transaction.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of material U.S. federal income tax considerations for U.S. Holders (as defined below) of the ownership and disposition of Offering Shares. This section applies only to U.S. Holders who are initial purchasers of Offering Shares pursuant to this offering and hold their Offering Shares as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment).

This discussion is limited to U.S. federal income tax considerations and does not address any estate, gift or other U.S. federal non-income tax considerations or considerations arising under the tax laws of any U.S. state or local or non-U.S. jurisdiction. This discussion does not describe all of the U.S. federal income tax consequences that may be relevant to any particular investor in light of their particular circumstances, including the different consequences to investors that receive Pubco shares in connection with the Business Combination, considerations relating to the alternative minimum tax, the Medicare tax on certain investment income, the Foreign Account Tax Compliance Act of 2010 (including the Treasury Regulations promulgated thereunder and intergovernmental agreements entered into in connection therewith and any laws, regulations or practices adopted in connection with any such agreement) and the different consequences that may apply to investors subject to special rules under U.S. federal income tax law, such as:

- banks, financial institutions or financial services entities;
- mutual funds;
- broker-dealers;
- taxpayers that are subject to the mark-to-market accounting rules with respect to Offering Shares;
- tax-exempt entities;
- retirement plans, individual retirement accounts and other tax deferred accounts;
- governments or agencies or instrumentalities thereof;
- insurance companies;
- regulated investment companies or real estate investment trusts;
- partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) or pass-through entities (including S Corporations), or persons that hold Offering Shares through such partnerships or pass-through entities;
- U.S. expatriates or former long-term residents of the United States;
- except as specifically provided below, persons that directly, indirectly or constructively own five percent (5%) or more (by vote or value) of Pubco's shares;
- persons that acquire their Offering Shares pursuant to an exercise of employee share options, in connection with employee share incentive plans or otherwise as compensation;
- persons that hold their Offering Shares as part of a straddle, constructive sale, hedge, wash sale, conversion or other integrated or similar transaction;
- accrual method taxpayers that file applicable financial statements as described in Section 451(b) of the Code;
- persons whose functional currency is not the U.S. dollar;
- persons subject to any alternative minimum tax;
- grantor trusts; or
- "specified foreign corporations" (including "controlled foreign corporations"), "passive foreign investment companies," expatriated entities subject to Section 7874 of the Code or corporations that accumulate earnings to avoid U.S. federal income tax.

If a partnership (or any entity or arrangement treated as a partnership for U.S. federal income tax purposes) or other pass-through entity holds Offering Shares, the tax treatment of such partnership or pass-through entity and a person treated as a partner, member or beneficial owner of such partnership or pass-through entity will generally depend on the status of such partner, member or beneficial owner, the activities of the partnership or pass-through entity and certain determinations made at the level of the partner, member or beneficial owner. Partnerships and other pass-through entities holding any Offering Shares and persons that are treated as partners, members or beneficial owners of such partnerships or pass-through entities should consult their tax advisors as to the particular U.S. federal income tax consequences to them of the ownership and disposition of Offering Shares.

This discussion is based on the Code, U.S. Treasury regulations promulgated thereunder, and judicial and administrative interpretations thereof, all as of the date hereof. All of the foregoing is subject to change or differing interpretation, which change or differing interpretation could apply retroactively and could affect the tax considerations described herein. Pubco has not sought, and does note intend to seek, any rulings from the IRS as to any U.S. federal income tax considerations described herein. Accordingly, there can be no assurance that the IRS will not take positions inconsistent with the considerations discussed below or that any such positions would not be sustained by a court.

THIS DISCUSSION IS ONLY A SUMMARY OF MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS ASSOCIATED WITH THE OWNERSHIP AND DISPOSITION OF OFFERING SHARES. EACH U.S. HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE PARTICULAR TAX CONSEQUENCES TO SUCH U.S. HOLDER OF THE OWNERSHIP AND DISPOSITION OF OFFERING SHARES, INCLUDING THE APPLICABILITY AND EFFECTS OF U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX LAWS.

As used herein, a "U.S. Holder" is a beneficial owner of an Offering Share who or that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation that is created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a U.S. court can exercise primary supervision over the administration of such trust and one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code) have the authority to control all substantial decisions of the trust or (2) it has a valid election in place to be treated as a United States person.

Distributions on Offering Shares

Subject to the PFIC rules discussed below under the section entitled "*—Passive Foreign Investment Company Considerations*," the gross amount of any distribution on Offering Shares that is made out of Pubco's current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) generally will be taxable to a U.S. Holder as dividend income on the date such distribution is actually or constructively received. Any such dividends generally will not be eligible for the dividends received deduction allowed to U.S. corporations in respect of dividends received from other U.S. corporations. To the extent that the amount of the distribution exceeds Pubco's current and accumulated earnings and profits (as determined under U.S. federal income tax principles), such excess amount will be treated first as a non-taxable return of capital to the extent of the U.S. Holder's tax basis in its Offering Shares, and thereafter as capital gain recognized on a sale or exchange and treated as described below under "*—Sale, Exchange, Redemption or Other Taxable Disposition of Offering Shares*." However, it is not expected that Pubco will maintain calculations of its earnings and profits in accordance with U.S. federal income tax principles. U.S. Holders should therefore assume that any distribution by Pubco with respect to Offering Shares will be reported as dividend income. U.S. Holders are urged to consult

with their own tax advisors with respect to the appropriate U.S. federal income tax treatment of any distribution received from Pubco.

Subject to the PFIC rules discussed below under the section entitled "—*Passive Foreign Investment Company Considerations*," dividends received by non-corporate U.S. Holders (including individuals) from a "qualified foreign corporation" may be eligible for reduced rates of taxation, provided that certain holding period requirements and other conditions are satisfied. For these purposes, a non-U.S. corporation will be treated as a qualified foreign corporation if it is eligible for the benefits of a comprehensive income tax treaty with the United States that meets certain requirements. U.S. Treasury guidance indicates that the U.S.-Canada income tax treaty satisfies such requirements for this purpose, and Pubco currently expects to be eligible for the benefits of the U.S.-Canada income tax treaty. A non-U.S. corporation is also treated as a qualified foreign corporation with respect to dividends it pays on shares that are readily tradable on an established securities market in the United States. U.S. Treasury guidance indicates that shares listed on Nasdaq (on which Offering Shares are expected to be) will be considered readily tradable on an established securities market in the United States. There can be no assurance that Pubco will be eligible for the benefits of the U.S.-Canada income tax treaty (or any other applicable comprehensive income tax treaty with the United States) or that Offering Shares will be considered readily tradable on an established securities market in the current or future years. Pubco will not constitute a qualified foreign corporation for purposes of these rules if it is a PFIC for the taxable year in which it pays a dividend or for the preceding taxable year. See below under the section entitled "—*Passive Foreign Investment Company Considerations*."

Subject to certain conditions and limitations, non-refundable withholding taxes (at a rate not in excess of any applicable tax treaty rate), if any, on dividends paid by Pubco may be treated as foreign taxes eligible for credit against a U.S. Holder's U.S. federal income tax liability under the U.S. foreign tax credit rules. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. The rules governing the U.S. foreign tax credit are complex. U.S. Holders should consult their tax advisors regarding the availability of the U.S. foreign tax credit under their particular circumstances.

The amount included income as a result of any dividend paid in a non-U.S. currency will be the U.S. dollar amount calculated by reference to the exchange rate in effect on the date the dividend is includible in a U.S. Holder's income, regardless of whether the payment is in fact converted into U.S. dollars at that time. A U.S. holder's tax basis in the non-U.S. currency will equal the U.S. dollar amount included in income. Any gain or loss realized on a subsequent conversion or other disposition of the non-U.S. currency for a different U.S. dollar amount generally will be U.S. source ordinary income or loss.

Sale, Exchange, Redemption or Other Taxable Disposition of Offering Shares

Subject to the PFIC rules discussed below under the section entitled "—*Passive Foreign Investment Company Considerations*," a U.S. Holder generally will recognize gain or loss on any sale, exchange, redemption or other taxable disposition of Offering Shares in an amount equal to the difference between (i) the sum of the amount of cash and the fair market value of any property received in the disposition and (ii) such U.S. Holder's adjusted tax basis in such shares. Any such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in such shares exceeds one year at the time of the disposition. Long-term capital gains recognized by non-corporate U.S. Holders generally will be eligible to be taxed at reduced rates. The deductibility of capital losses is subject to limitations. Any gain or loss recognized on the sale, exchange, redemption or other taxable disposition of Offering Shares generally will be U.S.-source income or loss for purposes of computing the foreign tax credit allowable to a U.S. Holder.

Additional Reporting Requirements

Certain U.S. Holders holding specified foreign financial assets with an aggregate value in excess of the applicable dollar thresholds are required to report information to the IRS relating to such assets, subject to certain

exceptions (including an exception for specified foreign financial assets held in accounts maintained by U.S. financial institutions), by attaching a completed IRS Form 8938 to their U.S. federal income tax returns, for each year in which they hold such assets. Offering Shares constitute specified foreign financial assets for these purposes. Substantial penalties apply to any failure to file IRS Form 8938, unless the failure is shown to be due to reasonable cause and not willful neglect. Also, in the event a U.S. Holder does not file IRS Form 8938 or fails to report a specified foreign financial asset that is required to be reported, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Holder for the related taxable year may not close until three years after the date on which the required information is filed. U.S. Holders should consult their tax advisors regarding the effect, if any, of these rules on the ownership and disposition of Offering Shares.

Passive Foreign Investment Company Considerations

Adverse U.S. federal income tax rules apply to U.S. persons that hold, or are treated as holding, shares in a foreign (i.e., non-U.S.) corporation classified as a PFIC for U.S. federal income tax purposes.

Definition of a PFIC

A foreign (i.e., non-U.S.) corporation will be classified as a PFIC for U.S. federal income tax purposes if, after application of certain look-through rules, either (a) at least seventy five percent (75%) of its gross income in a taxable year is passive income as defined in relevant provisions of the Code or (b) at least fifty percent (50%) of its assets in a taxable year (generally determined based on fair market value and averaged quarterly over the year) are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business received from unrelated persons) and gains from the disposition of passive assets. The determination of whether a foreign corporation is a PFIC is made annually.

PFIC Status of Pubco

Because the timing of the Business Combination is uncertain and PFIC status is based on income, assets and activities for the entire taxable year and will be determined based on the assets and activities of the combined business, it is not possible to determine Pubco's PFIC status until after the close of the current taxable year. In addition, the determination of PFIC status is fundamentally factual in nature and depends on the application of complex U.S. federal income tax rules that are subject to differing interpretations. Accordingly, there can be no assurance that Pubco will not be treated as a PFIC under the income or asset test for the current taxable year or any future taxable year. In addition, the U.S. counsel to Pubco expresses no opinion with respect to the PFIC status of Pubco for any taxable year.

Although a PFIC determination is made annually, if Pubco is treated as a PFIC, such determination will generally apply for subsequent years to a U.S. Holder who held (or was deemed to hold) Pubco shares during any taxable year (or portion thereof) that it was a PFIC, whether or not Pubco is a PFIC in those subsequent years (unless the U.S. Holder makes a valid QEF Election or MTM Election (each as defined below) for Pubco's first taxable year as a PFIC in which the U.S. Holder held (or was deemed to hold) Pubco shares.

Excess Distribution Regime

If Pubco is a PFIC in any taxable year during which a U.S. Holder held (or is treated as holding) Offering Shares and a U.S. Holder has not made, does not make or is not eligible to make a QEF Election or an MTM Election with respect to its Offering Shares, the U.S. Holder will be subject to the default "excess distribution regime" under the PFIC rules with respect to (i) any gain realized on a sale or other disposition (including a pledge) of such Offering Shares and (ii) any "excess distribution" on the Offering Shares (generally, any distributions in excess of 125% of the average of the annual distributions on the Offering Shares during the preceding three

taxable years or the U.S. Holder's holding period for the Offering Shares that preceded the taxable year of the distribution, whichever is shorter). Generally, under this excess distribution regime:

- the gain or excess distribution will be allocated ratably over the period during which the U.S. Holder held Offering Shares;
- the amount allocated to the U.S. Holder's taxable year in which the U.S. Holder recognized the gain or received the distribution and to any taxable year during the U.S. Holder's holding period before the first day of the first taxable year in which Pubco became a PFIC, will be treated as ordinary income; and
- the amount allocated to other prior taxable years (or portions thereof) not described in the preceding bullet and included in such U.S. Holder's holding period will be subject to the highest tax rate in effect for that taxable year for individuals or corporations, as applicable, and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or excess distribution will be payable generally without regard to offsets from deductions, losses and expenses. In addition, gains (but not losses) realized on the sale of a U.S. Holder's Offering Shares cannot be treated as capital gains even if such securities are held as capital assets. Further, no portion of any distribution will be treated as qualified dividend income.

If Pubco is a PFIC and, at any time, has a foreign subsidiary that is classified as a PFIC, U.S. Holders generally would be deemed to own a portion of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge under the excess distribution regime described above if Pubco receives a distribution from, or disposes of all or part of its interest in, the lower-tier PFIC or the U.S. Holders otherwise were deemed to have disposed of an interest in the lower-tier PFIC.

QEF Regime and Mark-to-Market Regime

The impact of the PFIC rules on a U.S. Holder of Offering Shares will depend on whether the U.S. Holder has made a timely and effective election to treat Pubco as a "qualified electing fund" under Section 1295 of the Code for the taxable year that is the first year in the U.S. Holder's holding period of Offering Shares during which Pubco is classified as a PFIC (a "**QEF Election**") or a MTM Election (as defined below). A QEF Election is effective for the taxable year for which the election is made and all subsequent taxable years and may not be revoked without the consent of the IRS. If a U.S. Holder makes a timely QEF Election with respect to its direct or indirect interest in a PFIC, the U.S. Holder will be required to include in income each year its allocable portion of the ordinary earnings and net capital gains of the PFIC as QEF income inclusions, even if amount is not distributed to the U.S. Holder. Thus, the U.S. Holder may be required to report taxable income as a result of QEF income inclusions without corresponding receipts of cash. U.S. Holders should not expect that they will receive cash distributions from Pubco sufficient to cover their respective U.S. tax liability with respect to such QEF income inclusions.

The timely QEF Election also allows the electing U.S. Holder to: (i) generally treat any gain recognized on the disposition of its shares of the PFIC as capital gain; (ii) treat its share of the PFIC's net capital gain, if any, as long-term capital gain instead of ordinary income; and (iii) either avoid interest charges resulting from PFIC status altogether, or make an annual election, subject to certain limitations, to defer payment of current taxes on its undistributed QEF income inclusions subject, however, to an interest charge on the deferred tax computed by using the statutory rate of interest applicable to an extension of time for payment of tax. In addition, net losses (if any) of a PFIC will not pass through to its shareholders and may not be carried back or forward in computing such PFIC's ordinary earnings and net capital gain in other taxable years. Consequently, a U.S. Holder of PFIC stock may over time be taxed on amounts that as an economic matter exceed the net profits of the PFIC.

An electing U.S. Holder's tax basis in its PFIC shares will be increased to reflect QEF income inclusions and will be decreased to reflect distributions of amounts previously included in income as QEF income inclusions. No

portion of the QEF income inclusions attributable to ordinary income will be treated as qualified dividend income. Amounts included as QEF income inclusions with respect to direct and indirect (i.e., lower-tier) PFICs generally will not be taxed again when distributed by such PFICs. A U.S. Holder may make and maintain a QEF Election with respect to its Offering Shares only if Pubco provides U.S. Holders on an annual basis with certain information, including a PFIC annual information statement. There is no assurance that Pubco will have timely knowledge of its status (or the status of any of its non-U.S. subsidiaries) as a PFIC in the future or of the required information to be provided or that Pubco will timely provide U.S. Holders with the required information on an annual basis to allow U.S. Holders to make and maintain a QEF Election with respect to Offering Shares (or with respect to any lower-tier PFICs) in the event Pubco is treated as a PFIC for any future taxable year. The failure to provide such information on an annual basis could prevent a U.S. Holder from making a QEF Election or result in the invalidation or termination of a U.S. Holder's prior QEF Election.

If a U.S. Holder makes a QEF Election with respect to its Offering Shares in a year after Pubco's first taxable year as a PFIC in which the U.S. Holder held (or was deemed to hold) Pubco shares, then notwithstanding such QEF Election, the excess distribution regime discussed above, adjusted to take into account the QEF income inclusions resulting from the QEF Election, will continue to apply with respect to such U.S. Holder's Offering Shares, unless the U.S. Holder makes a purging election under the PFIC rules. Under one type of purging election, the U.S. Holder will be deemed to have sold such Offering Shares at their fair market value and any gain recognized on such deemed sale will be treated as an excess distribution, taxed as described above. As a result of such purging election, the U.S. Holder will have additional basis (to the extent of any gain recognized on the deemed sale) and, solely for purposes of the PFIC rules, a new holding period in the Offering Shares. U.S. Holders are urged to consult their tax advisors as to the application of the rules governing purging elections to their particular circumstances.

Alternatively, a U.S. Holder may make an election to mark marketable shares in a PFIC to market on an annual basis (an "**MTM Election**"). PFIC shares generally are marketable if they are "regularly traded" on a national securities exchange that is registered with the SEC, such as Nasdaq. It is expected that Offering Shares will be listed on Nasdaq, but there can be no assurance that Offering Shares will continue to be so listed or that Offering Shares are or will be considered "regularly traded" for purposes of these rules. Pursuant to an MTM Election, a U.S. Holder of Offering Shares would include in each year as ordinary income the excess, if any, of the fair market value of such shares over its adjusted basis at the end of the taxable year. A U.S. Holder may treat as ordinary loss any excess of the adjusted basis of the Offering Shares over its fair market value at the end of the year, but only to the extent of the net amount previously included in income as a result of the election in prior years. A U.S. Holder's adjusted tax basis in the Offering Shares will be increased to reflect any amounts included in income, and decreased to reflect any amounts deducted, as a result of an MTM Election. Any gain recognized on a disposition of Offering Shares in a taxable year in which Pubco is a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss (but only to the extent of the net amount of income previously included as a result of an MTM Election, and any loss in excess of such prior inclusions generally would be treated as capital loss). An MTM Election applies for the taxable year in which the election was made, and for each subsequent taxable year, unless the PFIC shares cease to be marketable or the IRS consents to the revocation of the election.

U.S. Holders should be aware that the Code and the U.S. Treasury regulations do not allow an MTM Election to be made with respect to stock of lower-tier PFICs that is non-marketable. U.S. Holders are urged to consult their own tax advisor to determine whether the MTM Election may be available to them and the consequences resulting from such election.

PFIC Reporting Requirements

A U.S. Holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. Holder generally is required to file an IRS Form 8621 (whether or not a QEF Election or MTM Election is made) with such U.S. Holder's U.S. federal income tax return and provide such other information as the IRS may require.

Failure to file IRS Form 8621 for each applicable taxable year may result in substantial penalties and result in the U.S. Holder's taxable years being open to audit by the IRS until such forms are properly filed.

THE RULES DEALING WITH PFICS ARE VERY COMPLEX AND ARE IMPACTED BY VARIOUS FACTORS IN ADDITION TO THOSE DESCRIBED ABOVE. ALL U.S. HOLDERS OF OFFERING SHARES ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE CONSEQUENCES TO THEM OF THE PFIC RULES, INCLUDING, WITHOUT LIMITATION, WHETHER A QEF ELECTION (OR A QEF ELECTION ALONG WITH A PURGING ELECTION), AN MTM ELECTION OR ANY OTHER ELECTION IS AVAILABLE, AND THE CONSEQUENCES TO THEM OF ANY SUCH ELECTION AND THE IMPACT OF ANY PROPOSED OR FINAL PFIC U.S. TREASURY REGULATIONS.

Information Reporting and Backup Withholding

Payments of dividends on Offering Shares and proceeds from a sale, exchange, redemption or other taxable disposition of Offering Shares that are made within the United States or through certain U.S.-related financial intermediaries may be subject to U.S. information reporting or backup withholding (currently at a rate of 24%), unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding or otherwise establishes an exemption. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability, and may entitle it to a refund, provided that the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules to an investment in the Offering Shares.

THE FOREGOING DISCUSSION IS NOT A COMPREHENSIVE DISCUSSION OF ALL OF THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF OFFERING SHARES. SUCH HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS TO DETERMINE THE SPECIFIC TAX CONSEQUENCES TO THEM OF OWNING AND DISPOSING OF OFFERING SHARES, INCLUDING THE APPLICABILITY AND EFFECT (AND ANY POTENTIAL FUTURE CHANGES THERETO) OF ANY U.S. FEDERAL, STATE OR LOCAL OR NON-U.S. TAX LAWS AND ANY INCOME TAX TREATIES.

PLAN OF DISTRIBUTION

This prospectus relates to the resale by the Selling Shareholders from time to time of up to 26,207,557 Pubco Common Shares, without par value, which were issued pursuant to the Subscription Agreements or under the Non-Redemption Agreements in connection with, and as part of the consideration for, the Business Combination.

We will not receive any of the proceeds from the sale of the securities by the Selling Shareholders.

Once issued and upon effectiveness of the registration statement of which this prospectus forms a part, the securities beneficially owned by the Selling Shareholders covered by this prospectus may be offered and sold from time to time by the Selling Shareholders. The term "Selling Shareholders" includes donees, pledgees, transferees or other successors in interest selling securities received after the date of this prospectus from a Selling Shareholder as a gift, pledge, partnership distribution or other transfer. The Selling Shareholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Such sales may be made on one or more exchanges or in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions. Each Selling Shareholder reserves the right to accept and, together with its respective agents, to reject, any proposed purchase of securities to be made directly or through agents. The Selling Shareholders and any of their permitted transferees may sell their securities offered by this prospectus on any stock exchange, market or trading facility on which the securities are traded or in private transactions.

Subject to the limitations set forth in any applicable registration rights agreement, the Selling Shareholders may use any one or more of the following methods when selling the securities offered by this prospectus:

- purchases by a broker-dealer as principal and resale by such broker-dealer for its own account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- block trades in which the broker-dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- an over-the-counter distribution in accordance with the rules of the applicable exchange;
- settlement of short sales entered into after the date of this prospectus;
- agreements with broker-dealers to sell a specified number of the securities at a stipulated price per share;
- in "at the market" offerings, as defined in Rule 415 under the Securities Act, at negotiated prices, at prices prevailing at the time of sale or at prices related to such prevailing market prices, including sales made directly on a national securities exchange or sales made through a market maker other than on an exchange or other similar offerings through sales agents;
- directly to purchasers, including through a specific bidding, auction or other process or in privately negotiated transactions;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- through a combination of any of the above methods of sale; or
- any other method permitted pursuant to applicable law.

In addition, a Selling Shareholder that is an entity may elect to make a pro ratain-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or stockholders would thereby receive

freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

The Selling Shareholders also may transfer the securities in other circumstances, in which case the transferees, pledgees or othersuccessors-in-interest will be the selling beneficial owners for purposes of this prospectus. Upon being notified by a Selling Shareholder that a donee, pledgee, transferee, other successor-in-interest intends to sell our securities, we will, to the extent required, promptly file a supplement to this prospectus to name specifically such person as a Selling Shareholder.

To the extent required, the Offering Shares to be sold, the names of the Selling Shareholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In connection with the sale of the Offering Shares, the Selling Shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the Offering Shares in the course of hedging the positions they assume. The Selling Shareholders may also sell the Offering shares short and deliver these securities to close out their short positions, or loan or pledge the Offering Shares to broker-dealers that in turn may sell these shares. The Offering Shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

In offering the securities covered by this prospectus, the Selling Shareholders and any underwriters, broker-dealers or agents who execute sales for the Selling Shareholders may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. Any discounts, commissions, concessions or profit they earn on any resale of those securities may be underwriting discounts and commissions under the Securities Act.

In order to comply with the securities laws of certain states, if applicable, the securities must be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the securities may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

We have advised the Selling Shareholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the Selling Shareholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the Selling Shareholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The Selling Shareholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

LEGAL MATTERS

Dentons Canada LLP, Canadian counsel to Pubco, will pass upon the validity of the Pubco Common Shares issued in connection with the Business Combination and certain other legal matters related to this prospectus.

EXPERTS

The financial statements of SEAC as of and for the years ended December 31, 2023 and 2022 and for the period from November 3, 2021 (inception) through December 31, 2021, included in this prospectus (which contains an explanatory paragraph relating to substantial doubt about the ability of SEAC to continue as a going concern, as described in Note 1 to the consolidated financial statements), and the effectiveness of SEAC's internal control over financial reporting as of December 31, 2023 have been audited by WithumSmith+Brown, PC, independent registered public accounting firm, as set forth in their reports appearing elsewhere herein, and are included in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The combined financial statements of the Studio Business of Lions Gate Entertainment Corp. at March 31, 2023 and 2022, and for each of the three years in the period ended March 31, 2023, appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined financial statements of the Entertainment One Film and Television Business, as of December 25, 2022 and December 26, 2021 and for the fiscal years ended December 25, 2022 and December 26, 2021, have been included in this prospectus, in reliance upon the report of KPMG LLP, independent auditors, appearing elsewhere herein, and upon the authority of such firm as experts in accounting and auditing.

Ernst & Young LLP, independent registered public accounting firm, is the auditor of Pubco following Closing.

CHANGE IN AUDITOR

Dismissal of independent registered public accounting firm.

On May 10, 2024, the board of directors of MergerCo, as successor to SEAC following the SEAC Merger, dismissed WithumSmith+Brown, PC ("**WithumSmith+Brown**"), SEAC's independent registered public accounting firm prior to the Business Combination, as its independent registered public accounting firm.

The audit reports dated February 28, 2024 of WithumSmith+Brown on SEAC's (parent company of New SEAC, Pubco's legal predecessor), relating to the consolidated financial statements as of December 31, 2023 and 2022 and for the years then ended, and for the period from November 3, 2021 (inception) through December 31, 2021 and the effectiveness of internal control over financial reporting of SEAC did not contain an adverse opinion or a disclaimer of opinion and was not qualified or modified as to uncertainties, audit scope or accounting principles, except that the audit report on the consolidated financial statements contained an explanatory paragraph in which WithumSmith+Brown expressed substantial doubt about SEAC's ability to continue as a going concern.

During the period from November 3, 2021 (inception) through December 31, 2023 and subsequent interim period through May 13, 2024, there were no disagreements between SEAC and WithumSmith+Brown on any matter of accounting principles or practices, financial disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of WithumSmith+Brown, would have caused it to make reference to the subject matter of the disagreements in its reports on SEAC's financial statements for such periods. In addition, no "reportable events," as defined in Item 304(a)(1)(v) of Regulation S-K, occurred within the period of WithumSmith+Brown's engagement and the subsequent interim period preceding WithumSmith+Brown's dismissal.

Pubco has provided WithumSmith+Brown with a copy of the foregoing disclosures and has requested that WithumSmith+Brown furnish Pubco with a letter addressed to the SEC stating whether it agrees with the statements made by Pubco set forth above. A copy of WithumSmith+Brown's letter, dated May 13, 2024, is filed as Exhibit 16.1 to the registration statement of which this prospectus forms a part.

Disclosures regarding the new independent auditor.

On May 13, 2024, the Board approved the engagement of Ernst & Young LLP ("**EY**") as Pubco's independent registered public accounting firm to audit Pubco's consolidated financial statements as of and for the year ending March 31, 2025. EY served as the independent registered public accounting firm of the Studio Business of Lions Gate Parent prior to the Business Combination. During the years ended December 31, 2023 and 2022, and subsequent interim period through May 13, 2024, New SEAC did not consult with EY with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, the type of audit opinion that might be rendered on its financial statements, and neither a written report nor oral advice was provided to New SEAC that EY concluded was an important factor considered by Pubco's in reaching a decision as to any accounting, auditing or financial reporting issue, or (ii) any other matter that was the subject of a disagreement or a reportable event (each as defined above).

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-1, including exhibits, under the Securities Act of 1933, as amended, with respect to the common stock offered by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our securities, you should refer to the registration statement and our exhibits.

In addition, we file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public on a website maintained by the SEC located at www.sec.gov. We also maintain a website at www.lionsgatestudios.com. Through our website, we make available, free of charge, annual, quarterly and current reports, proxy statements and other information as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained on, or that may be accessed through, our website is not part of, and is not incorporated into, this prospectus.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Screaming Eagle Acquisition Corp.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Screaming Eagle Acquisition Corp. and Subsidiaries (the "Company") as of December 31, 2023 and 2022, and the related consolidated statements of operations, changes in shareholders' equity (deficit), and cash flows for the years ended December 31, 2023 and 2022, and for the period from November 3, 2021 (inception) through December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years ended December 31, 2023 and 2022, and for the period from November 3, 2021 (inception) through December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 28, 2024, expressed an opinion that the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023.

Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, if the Company is unable to complete a Business Combination and raise additional funds to alleviate liquidity needs and since the mandatory liquidation deadline is less than 12 months away, there is substantial doubt that the Company will operate as a going concern. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinions.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures of which it relates.

Accounting for and Valuation of Liability Classified Derivative Financial Instruments

Description:

As described in Notes 2, 9, 10 and 11 to the consolidated financial statements, the Company accounts for its derivative financial instruments, which include the private placement warrants and PIPE with reduction right liability, based on an assessment of the instruments' specific terms and the applicable accounting standards. The derivative financial instruments classified as liabilities are stated at fair value at each reporting period with the change in fair value recorded on the statements of operations. The fair value of the warrants on the date of issuance and at each reporting period including as of December 31, 2023 were estimated using a Black-Scholes option pricing model. The fair value of the PIPE with reduction right liability was initially and subsequently measured at fair value utilizing observable market prices for public shares, relative to the present value of contractual cash proceeds, each adjusted for the probability of executing a successful business combination. As of December 31, 2023, 11,733,333 private placement warrants at a fair value of approximately $0.5 million remained outstanding resulting in approximately $2.8 million of gain related to the change in fair value for the year ended December 31, 2023. As of December 31, 2023, the PIPE with reduction right liability was valued at approximately $18.3 million, with a gain of approximately $0.5 million related to the change in fair value from issuance during the year ended December 31, 2023.

The principal considerations for our determination that performing procedures relating to the accounting for and valuation of the derivative financial instruments are a critical audit matter are (i) the significant judgment by management when determining the accounting for and valuation; (ii) the high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to the accounting for the derivative financial instruments, and management's significant assumptions related to implied volatility and probability of executing a successful business combination; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Response:

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included, among others, obtaining an understanding of, evaluating the design of and testing the operating effectiveness of controls over management's process for accounting for and determining the fair value of the derivative financial instruments, reading the agreements, evaluating the accounting for the derivative financial instruments, and testing management's fair value estimates. Testing management's process included (i) evaluating the internal controls and methodology used by management to account for and determine the fair value of the derivative financial instruments; (ii) testing the mathematical accuracy of management's model; (iii) evaluating the reasonableness of management's significant assumptions related to implied volatility and probability of executing a successful business combination; and (iv) testing the completeness and accuracy of the underlying data used. Professionals with specialized skill and knowledge were used to assist in (i) evaluating management's accounting for the liability classified derivative financial instruments; (ii) evaluating the methodology to determine the fair value; (iii) testing the mathematical accuracy of the models; and (iv) evaluating the reasonableness of the significant

assumptions related to implied volatility and probability of executing a successful business combination by considering consistency with external market data.

Reference:

Notes 2, 9, 10 and 11

/s/ WithumSmith+Brown, PC

We have served as the Company's auditor since 2021.

New York, New York
February 28, 2024

PCAOB ID Number: 100

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of
Screaming Eagle Acquisition Corp.

Opinion on Internal Control Over Financial Reporting

We have audited Screaming Eagle Acquisition Corp. and Subsidiaries (the "Company")'s internal control over financial reporting as of December 31, 2023, based on criteria established in 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, and the related consolidated statements of operations, changes in shareholders' equity (deficit), and cash flows for the years ended December 31, 2023 and 2022, and for the period from November 3, 2021 (inception) through December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements") and our report dated February 28, 2024, expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Controls Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ WithumSmith+Brown, PC

We have served as the Company's auditor since 2021.
New York, New York
February 28, 2024

PCAOB ID Number: 100

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SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED BALANCE SHEETS

	December 31, 2023	December 31, 2022
ASSETS:		
Current assets:		
Cash	$ 999,152	$ 117,696
Prepaid expenses	158,142	581,784
Total current assets	1,157,294	699,480
Cash and investments held in Trust Account	794,750,266	759,712,942
Total assets	**$ 795,907,560**	**$ 760,412,422**
LIABILITIES AND SHAREHOLDERS' DEFICIT:		
Current liabilities:		
Accounts payable and accrued expenses	$ 3,695,499	$ 338,004
PIPE with reduction right liability (1)	18,253,010	—
Total current liabilities	21,948,509	338,004
Warrant liability	469,333	3,285,333
Deferred underwriting compensation	26,250,000	26,250,000
Total liabilities	**48,667,842**	**29,873,337**
Commitments and contingencies		
Class A ordinary shares subject to possible redemption; 75,000,000 and 75,000,000 shares at $10.60 and $10.09 redemption value at December 31, 2023 and December 31, 2022, respectively	794,650,266	756,862,942
Shareholders' deficit:		
Preference shares, $0.0001 par value; 1,000,000 shares authorized; none issued or outstanding as of December 31, 2023 and 2022	—	—
Class A ordinary shares, $0.0001 par value; 400,000,000 shares authorized; none issued or outstanding (excluding 75,000,000 shares subject to possible redemption) as of December 31, 2023 and 2022	—	—
Class B ordinary shares, $0.0001 par value; 80,000,000 shares authorized; 18,750,000 and 18,750,000 shares issued and outstanding as of December 31, 2023 and December 31, 2022, respectively	1,875	1,875
Additional paid-in capital	—	—
Accumulated deficit	(47,412,423)	(26,325,732)
Total shareholders' deficit	**(47,410,548)**	**(26,323,857)**
Total liabilities and shareholders' deficit	**$ 795,907,560**	**$ 760,412,422**

(1) Equity linked contract that is classified as a liability given potential for variable share settlement at close of the Business Combination. PIPE reflects common equity in the pro forma, combined company post-close of the Business Combination with StudioCo (Note 10).

The accompanying notes are an integral part of these consolidated financial statements.

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SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF OPERATIONS

	For the year ended December 31, 2023	For the year ended December 31, 2022	For the period from November 3, 2021 (Inception) through December 31, 2021
PIPE with reduction right expense	$ 18,797,300	$ —	$ —
General and administrative	5,649,682	1,628,308	5,000
Loss from operations	(24,446,982)	(1,628,308)	(5,000)
Other income (expense):			
Interest from investments held in Trust Account	37,787,325	9,962,942	—
Allocation of offering costs to warrant liability	—	(20,182)	—
Change in fair value of warrant liability	2,816,000	14,197,333	—
Change in fair value of PIPE with reduction right liability	544,290	—	—
Net income (loss)	**$ 16,700,633**	**$ 22,511,785**	**$ (5,000)**
Weighted average number of Class A ordinary shares subject to possible redemption outstanding	75,000,000	73,150,685	—
Basic and diluted net income per share, Class A ordinary shares subject to redemption	**$ 0.18**	**$ 0.24**	**$ —**
Weighted average number of Class B ordinary shares outstanding (1)	18,750,000	18,750,000	18,750,000
Basic and diluted net income per share, Class B ordinary shares	**$ 0.18**	**$ 0.24**	**$ —**

(1) Shares have been retroactively adjusted to reflect the issuance of 4,312,500 Class B ordinary shares in a share recapitalization on December 13, 2021 and the surrender of 2,812,500 Class B ordinary shares for no consideration on February 19, 2022 (Note 5).

The accompanying notes are an integral part of these consolidated financial statements.

SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)

FOR THE YEAR ENDED DECEMBER 31, 2023

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance at December 31, 2022	—	$ —	18,750,000	$ 1,875	$ —	$ (26,325,732)	$ (26,323,857)
Accretion of Class A ordinary shares subject to possible redemption	—	—	—	—	—	(37,787,324)	(37,787,324)
Net income	—	—	—	—	—	16,700,633	16,700,633
Balance at December 31, 2023	—	$ —	18,750,000	$ 1,875	$ —	$ (47,412,423)	$ (47,410,548)

FOR THE YEAR ENDED DECEMBER 31, 2022

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity (Deficit)
	Shares	Amount	Shares	Amount			
Balance at December 31, 2021	—	$ —	21,562,500	$ 2,156	$ 22,844	$ (5,000)	$ 20,000
Forfeiture of Class B shares [(1)]	—	—	(2,812,500)	(281)	281	—	—
Cash received in excess of fair value of private warrants	—	—	—	—	117,334	—	117,334
Fair value of public warrants at issuance	—	—	—	—	36,750,000	—	36,750,000
Accretion of Class A ordinary shares subject to possible redemption	—	—	—	—	(36,890,459)	(48,832,517)	(85,722,976)
Net income	—	—	—	—	—	22,511,785	22,511,785
Balance at December 31, 2022	—	$ —	18,750,000	$ 1,875	$ —	$ (26,325,732)	$ (26,323,857)

FOR THE PERIOD FROM NOVEMBER 3, 2021 (INCEPTION) THROUGH DECEMBER 31, 2021

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity (Deficit)
	Shares	Amount	Shares	Amount			
Balance at November 3, 2021 (Inception)	—	$ —	—	$ —	$ —	$ —	$ —
Issuance of Class B ordinary shares to initial shareholder at approximately $0.0014 per share [(2)]	—	—	21,562,500	2,156	22,844	—	25,000
Net loss	—	—	—	—	—	(5,000)	(5,000)
Balance at December 31, 2021	—	—	21,562,500	$ 2,156	$ 22,844	$ (5,000)	$ 20,000

(1) Reflects the surrender of 2,812,500 of Class B ordinary shares for no consideration on February 19, 2022 (Note 5).
(2) Reflects the issuance of 4,312,500 Class B ordinary shares in a share recapitalization on December 13, 2021 (Note 5).

The accompanying notes are an integral part of these consolidated financial statements.

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SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the year ended December 31, 2023	For the year ended December 31, 2022	For the period from November 3, 2021 (Inception) through December 31, 2021
Cash flows from operating activities:			
Net income (loss)	$ 16,700,633	$ 22,511,785	$ (5,000)
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Formation expenses paid by sponsor in exchange for Class B ordinary shares	—	—	5,000
Interest income from investments held in Trust Account	(37,787,325)	(9,962,942)	—
Change in fair value of warrant liability	(2,816,000)	(14,197,333)	—
Change in fair value of PIPE with reduction right liability	(544,290)	—	—
PIPE with reduction right expense	18,797,300	—	—
Warrant issuance transaction costs	—	20,182	—
Changes in operating assets and liabilities:			
Prepaid expenses	423,643	(581,784)	—
Accounts payable and accrued expenses	3,357,495	338,004	—
Net cash used in operating activities	(1,868,544)	(1,872,088)	—
Cash flows from investing activities:			
Principal deposited in Trust Account	—	(750,000,000)	—
Cash withdrawn from Trust Account for working capital	2,750,000	250,000	—
Net cash provided by (used in) investing activities	2,750,000	(749,750,000)	—
Cash flows from financing activities:			
Proceeds from private placement of warrants	—	17,600,000	—
Proceeds from sale of units in initial public offering	—	750,000,000	—
Payment of underwriters' discount	—	(15,000,000)	—
Payment of offering costs	—	(545,679)	—
Repayment of advances from Sponsor	—	(14,537)	—
Repayment of promissory note - related party	—	(300,000)	—
Net cash provided by financing activities	—	751,739,784	—
Net change in cash	881,456	117,696	—
Cash at beginning of period	117,696	—	—
Cash at end of period	**$ 999,152**	**$ 117,696**	**$ —**
Supplemental disclosure of non-cash investing and financing activities:			
Deferred underwriting fee payable	$ —	$ 26,250,000	$ —
Forfeiture of Class B shares for no consideration	$ —	$ 281	$ —
Offering costs paid by Sponsor in exchange for Class B ordinary shares	$ —	$ —	$ 20,000
Deferred offering costs paid through Advance from Sponsor	$ —	$ —	$ 14,537
Deferred offering costs paid through Promissory Note—Related Party	$ —	$ —	$ 300,000
Deferred offering costs included in accrued expenses	$ —	$ —	$ 453,401

The accompanying notes are an integral part of these consolidated financial statements.

SCREAMING EAGLE ACQUISITION CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023

Note 1-Organization and Plan of Business Operations

Screaming Eagle Acquisition Corp. (the "Company") is a blank check company incorporated as a Cayman Islands exempted company on November 3, 2021. The Company was formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses ("Business Combination").

Although the Company is not limited to a particular industry or geographic region for purposes of completing a Business Combination, the Company intends to capitalize on the ability of its management team to identify and combine with a business or businesses that can benefit from its management team's established global relationships and operating experience. The Company is an early stage company and, as such, the Company is subject to all of the risks associated with an early stage company.

As of December 31, 2023, the Company had not commenced any operations. All activity for the period from November 3, 2021 (inception) through December 31, 2023 relates to the Company's formation and the initial public offering ("initial public offering"), which is described below, and activities related to pursuing initial business combination opportunities. The Company will not generate any operating revenues until after the completion of a Business Combination, at the earliest. The Company generates non-operating income in the form of interest income on the proceeds derived from the initial public offering.

The registration statement for the Company's initial public offering was declared effective on January 5, 2022. On January 10, 2022, the Company consummated its initial public offering of 75,000,000 units (the "Units"). Each Unit consists of one Class A ordinary share of the Company, par value $0.0001 per share (the "Class A ordinary shares"), and one-third of one redeemable warrant of the Company (each whole warrant, a "Warrant"), with each Warrant entitling the holder thereof to purchase one Class A ordinary share for $11.50 per share, subject to adjustment. The Units were sold at a price of $10.00 per Unit, generating gross proceeds to the Company of $750,000,000.

Simultaneously with the closing of the initial public offering, the Company consummated the sale of11,733,333 warrants (the "private placement warrants") at a price of $1.50 per private placement warrant to the Company's Sponsor, generating gross proceeds of $17,600,000, (the "Private Placement"), which is described in Note 4.

Transaction costs amounted to $42,130,216, consisting of $15,000,000 of underwriting fees, $26,250,000 of deferred underwriting fees and $880,216 of other offering costs.

Following the closing of the initial public offering and the Private Placement, $750,000,000 ($10.00per Unit) from the net proceeds of the sale of the Units in the initial public offering and certain proceeds from the sale of the private placement warrants was placed in a trust account (the "Trust Account"). The proceeds held in the Trust Account were invested in U.S. government treasury obligations with a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 under the Investment Company Act of 1940, as amended (the "Investment Company Act"), which invest only in direct U.S. government treasury obligations, until January 2024, when the trustee liquidated such investments and moved the proceeds to an interest-bearing demand deposit account. Such assets will be held in the manner as determined by the Company, until the earlier of (i) the completion of a Business Combination and (ii) the distribution of the funds in the Trust Account to the Company's shareholders, as described below.

The Company's management has broad discretion with respect to the specific application of the net proceeds of the initial public offering and the sale of the private placement warrants, although substantially all of the net

proceeds are intended to be applied generally toward completing a Business Combination. The Company must complete one or more Business Combinations with having an aggregate fair market value equal to at least 80 % of the net assets held in the Trust Account (as defined below) (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. The Company will only complete a Business Combination if the post-Business Combination company owns or acquires 50% or more of the issued and outstanding voting securities of the target or otherwise acquires a controlling interest in the target business sufficient for it not to be required to register as an investment company under the Investment Company Act.

There is no assurance that the Company will be able to successfully effecta Business Combination. The Company will provide its shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) without a shareholder vote by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company. The shareholders will be entitled to redeem their shares for a pro rata portion of the amount held in the Trust Account (which, as of December 31, 2023, was approximately $10.60 per share), calculated as of two business days prior to the completion of Business Combination, including any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to fund its working capital requirements (subject to an aggregate limit of
$ 3,000,000) and to pay its tax obligations. There will be no redemption rights upon the completion of a Business Combination with respect to the Company's warrants. The Class A ordinary shares will be recorded at redemption value and classified as temporary equity upon the completion of the initial public offering, in accordance with Accounting Standards Codification ("ASC") Topic 480, "Distinguishing Liabilities from Equity." If the Company seeks shareholder approval, the Company will complete a Business Combination only if it receives an ordinary resolution under Cayman Islands law approving a Business Combination, which requires the affirmative vote of a majority of the Company's ordinary shares which are represented in person or by proxy and are voted at a general meeting of the Company. If a shareholder vote is not required under applicable law or stock exchange listing requirements and the Company does not decide to hold a shareholder vote for business or other reasons, the Company will, pursuant to its Amended and Restated Memorandum and Articles of Association, conduct the redemptions pursuant to the tender offer rules of the Securities and Exchange Commission ("SEC"), and file tender offer documents containing substantially the same information as would be included in a proxy statement with the SEC prior to completing a Business Combination. If the Company seeks shareholder approval in connection with a Business Combination, the Sponsor has agreed to vote its Founder Shares (as defined in Note 5) and any Public Shares purchased in or after the initial public offering in favor of approving a Business Combination and to waive its redemption rights with respect to any such shares in connection with a shareholder vote to approve a Business Combination. However, in no event will the Company redeem its Public Shares in an amount that would cause its net tangible assets to be less than $ 5,000,001. In such case, the Company would not proceed with the redemption of its Public Shares and the related Business Combination, and instead may search for an alternate Business Combination. Additionally, each public shareholder may elect to redeem its Public Shares, without voting, and if they do vote, irrespective of whether they vote for or against a proposed Business Combination.

Notwithstanding the foregoing, if the Company seeks shareholder approval of a Business Combination and it does not conduct redemptions pursuant to the tender offer rules, the Company's Amended and Restated Memorandum and Articles of Association provides that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), will be restricted from redeeming its shares with respect to more than an aggregate of 20% of the Public Shares without the Company's prior written consent.

The Sponsor and the Company's officers and directors have agreed (a) to waive its redemption rights with respect to any Founder Shares and Public Shares held by it in connection with the completion of a Business Combination and (b) not to propose an amendment to the Amended and Restated Memorandum and Articles of

Association (i) to modify the substance or timing of the Company's obligation to redeem 100% of the Public Shares if the Company does not complete a Business Combination within the Completion Window (as defined below) or (ii) with respect to any other provision relating to shareholders' rights or pre-initial business combination activity, unless the Company provides the public shareholders with the opportunity to redeem their Public Shares in conjunction with any such amendment and (iii) to waive its rights to liquidating distributions from the Trust Account with respect to the Founder Shares if the Company fails to complete a Business Combination.

Under the Amended and Restated Memorandum and Articles of Association, the Company has 27 months from the closing of the initial public offering, or until April 10, 2024, to close its initial Business Combination because it executed a definitive agreement for its initial Business Combination within 24 months from the closing of the initial public offering (the "Completion Window"). If the Company is unable to complete a Business Combination within the Completion Window and does not further extend such date with the approval of its shareholders, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no more than 10 business days thereafter, redeem 100% of the outstanding Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned (less taxes payable and up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish public shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Company's board of directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

The Sponsor and the Company's officers and directors have agreed to waive its liquidation rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the Completion Window. However, if the Sponsor acquires Public Shares in or after the initial public offering, such Public Shares will be entitled to liquidating distributions from the Trust Account if the Company fails to complete a Business Combination within the Completion Window. The underwriters have agreed to waive their rights to their deferred underwriting commission (see Note 7) held in the Trust Account in the event the Company does not complete a Business Combination within the Completion Window and, in such event, such amounts will be included with the funds held in the Trust Account that will be available to fund the redemption of the Public Shares. In the event of such distribution, it is possible that the per share value of the assets remaining available for distribution will be less than the initial public offering price per Unit ($10.00).

The Sponsor has agreed that it will be liable to the Company, if and to the extent any claims by a third party for services rendered or products sold to the Company, or by a prospective target business with which the Company has entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (1) $10.00 per Public Share and (2) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than $10.00 per Public Share due to reductions in the value of trust assets, less taxes payable. This liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account nor will it apply to any claims under the Company's indemnity of the underwriters of the initial public offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers (other than the Company's independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

Subsidiaries

In connection with the Business Combination with LG Orion Holdings ULC (“Lions Gate”), the Company formed SEAC II Corp. (“New SEAC”), a Cayman Islands exempted company and 1455941 B.C. Unlimited Liability Company (“New BC Sub”), a British Columbia unlimited liability company, both of which are direct, wholly-owned subsidiaries of the Company. In addition, the Company formed SEAC MergerCo (“MergerCo”) a Cayman Islands exempted company and a direct, wholly-owned subsidiary of New SEAC. New SEAC, New BC Sub, and MergerCo did not have any activity as of December 31, 2023 and they have not engaged in any operations or generated operating revenues to date.

Business Combination with LG Orion Holdings ULC

On December 22, 2023, the Company, New SEAC, Lions Gate Parent, Studio HoldCo, StudioCo, MergerCo and New BC Sub, entered into the Business Combination Agreement, pursuant to which, among other things and subject to the terms and conditions contained in the Business Combination Agreement and the Plan of Arrangement, (i) the Company will merge with and into MergerCo with SEAC Merger Surviving Company as the resulting entity, (ii) SEAC Merger Surviving Company will distribute all of its assets lawfully available for distribution to New SEAC by way of a cash dividend, (iii) SEAC Merger Surviving Company will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and convert to a British Columbia unlimited liability company in accordance with the applicable provisions of the BC Act, (iv) New SEAC will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and continue as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) in pursuant to the Arrangement and on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub will amalgamate to form MergerCo Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco will amalgamate to form SEAC Amalco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement and (C) StudioCo and SEAC Amalco will amalgamate to form Pubco, in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. The Arrangement is subject to the approval by the Supreme Court of British Columbia under the BC Act. For more information, please see the Current Report on Form 8-K filed with the SEC by the Company on December 22, 2023, and the Registration Statement on Form S-4 filed with the SEC by New SEAC on January 5, 2024, as amended by Amendment No. 1 filed with the SEC by New SEAC on February 9, 2024.

Liquidity, capital resources, and going concern

As of December 31, 2023, the Company had an unrestricted cash balance of $999,152, cash and investments held in the Trust Account of $794,750,266 and a working capital deficiency of $20,949,357. The Company’s liquidity needs had been satisfied prior to the completion of the initial public offering through receipt of a $25,000 capital contribution from the Sponsor in exchange for the issuance of the Founder Shares and a $300,000 loan from the Sponsor, which was paid in full on January 11, 2022. The Company’s working capital needs will be satisfied through the funds held outside of the Trust Account, from the Public Offering. In addition, the Company withdr e w interest earned on the Trust Account to fund the Company’s working capital requirements (subject to an aggregate maximum release of $3,000,000 , which has been reached as of December 31, 2023). The Sponsor or an affiliate of the Sponsor or certain of the Company’s officers and directors may, but are not obligated to, loan the Company funds as may be required. U p to $1,500,000 of such loans may be convertible into warrants of the post-Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the private placement warrants. The terms of such loans have not been determined and no written agreements exist with respect to such loans.

While the Company had a working capital deficiency of $20,949,357 as of December 31, 2023, most of its current liabilities are not expected to be repaid from current assets. For example, $18,253,010 of the total current

liabilities is related to the PIPE with reduction right liability, which is a non-cash item and is not expected to be repaid from current assets. Of the remaining $3,695,499 in accounts payable and accrued expenses,$3,576,713 is related to accrued legal expenses that are payable at the closing of the Business Combination and are not expected to be repaid from current assets.

The Company is a Special Purpose Acquisition Corporation with a scheduled liquidation date of April 10, 2024. Although the Company plans to complete the transaction before the scheduled liquidation date, there can be no assurance that the Company will be able to consummate a business combination by April 10, 2024. In connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standard Board's Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," management has determined that if the Company is unable to complete a Business Combination and raise additional funds to alleviate liquidity needs and since the mandatory liquidation deadline is less than 12 months away, there is substantial doubt that the Company will operate as a going concern. No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after April 10, 2024. Management plans to consummate a Business Combination prior to April 10, 2024, however there can be no assurance that one will be completed.

Note 2-Summary of Significant Accounting Policies

Basis of presentation

The accompanying financial statements of the Company are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC").

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Two of the more significant accounting estimates included in these financial statements is the determination of the fair value of the warrant liability and PIPE with reduction right liability. Such estimates may be subject to change as more current information becomes available and the actual results could differ significantly from those estimates.

Cash equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation limit of $250,000, and investments held in Trust Account. The Company has not experienced losses on these accounts.

Investments Held in Trust Account

The Company's portfolio of investments was comprised solely of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities, or a combination thereof until January 2024, when the trustee liquidated such investments and moved the proceeds to an interest-bearing demand deposit account. The Company classifies its U.S. Treasury and equivalent securities as held-to-maturity in accordance with ASC Topic 320 "Investments - Debt and Equity Securities." Held-to-maturity securities are those securities which the Company has the ability and intent to hold until maturity.Held-to-maturity treasury securities are recorded at amortized cost on the accompanying consolidated balance sheets and adjusted for the amortization or accretion of premiums or discounts. Money market funds are presented at fair value at the end of each reporting period. See Note 11.

Offering costs

Offering costs consisted of underwriting, legal, accounting and other expenses incurred directly related to the initial public offering. Upon completion of the initial public offering, offering costs were allocated to the separable financial instruments issued in the initial public offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with warrant liability were charged to operations. Offering costs allocated to Class A Ordinary Shares were initially charged to temporary equity and then accreted to ordinary shares subject to possible redemption upon the completion of the initial public offering. Offering costs amounted to $42,130,216, of which $42,110,034 was charged to temporary equity upon the completion of the initial public offering and $20,182 was expensed to the consolidated statements of operations.

Class A Ordinary Shares subject to possible redemption

The Company accounts for its Class A Ordinary Shares subject to possible redemption in accordance with the guidance in ASC Topic 480, "Distinguishing Liabilities from Equity ("ASC 480")." Ordinary shares subject to mandatory redemption are classified as a liability instrument and are measured at fair value. Conditionally redeemable ordinary shares (including ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, ordinary shares are classified as shareholders' equity. The Class A ordinary shares of the Company feature certain redemption rights that are considered to be outside of the Company's control and subject to occurrence of uncertain future events. Accordingly, at December 31, 2023 and 2022, Class A ordinary shares subject to possible redemption are presented at redemption value as temporary equity, outside of the shareholders' equity (deficit) section of the Company's consolidated balance sheets.

The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of Class A ordinary shares to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable ordinary shares are affected by charges against additional paid-in capital and accumulated deficit.

As of December 31, 2023 and 2022, the Class A ordinary shares reflected on the consolidated balance sheets are reconciled in the following table:

Gross proceeds	$ 750,000,000
Less	
Fair value of Public Warrants at issuance	(36,750,000)
Class A ordinary share issuance costs	(42,110,034)
Plus:	
Accretion of carrying value to redemption value	85,722,976
Class A Ordinary Shares subject to possible redemption as of December 31, 2022	756,862,942
Plus:	
Accretion of carrying value to redemption value	37,787,324
Class A ordinary shares subject to possible redemption as of December 31, 2023	$ 794,650,266

Derivative financial instruments

The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks. The Company evaluates all of its financial instruments, including issued stock purchase warrants, to determine if such instruments are derivatives or contain features that qualify as embedded derivatives, pursuant to ASC 480 and ASC Topic 815, "Derivatives and Hedging". The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period.

The Company accounts for the private placement warrants as liabilities at fair value on the consolidated balance sheets. The private placement warrants are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the exercise or expiration of the private placement warrants. At that time, the portion of the warrant liability related to the private placement warrants will be reclassified to additional paid-in capital.

The Company accounts for the Subscription Agreements as a liability at fair value on the consolidated balance sheets (the "**PIPE with reduction right liability**"). The Subscription Agreements are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the closing of the transactions contemplated by the Subscription Agreements or expiration of the Subscription Agreements. At that time, the PIPE with reduction right liability will be reclassified to additional paid-in capital.

Income taxes

The Company accounts for income taxes under ASC Topic 740, "Income Taxes" which prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts accrued for interest and penalties as of December 31, 2023, December 31, 2022 and December 31, 2021. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

There is currently no taxation imposed on income by the government of the Cayman Islands. In accordance with Cayman income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

Net income (loss) per ordinary share

The Company has two classes of shares, Class A ordinary shares and Class B ordinary shares. Income and losses are shared pro rata between the two classes of shares. The Company complies with accounting and disclosure requirements of ASC Topic 260, "Earnings Per Share". Net income per share is computed by dividing net income by the weighted average number of ordinary shares outstanding for the period. Accretion associated with the redeemable shares of Class A ordinary share is excluded from earnings per share as the redemption value approximates fair value.

The calculation of diluted income (loss) per share does not consider the effect of the warrants issued in connection with the (i) initial public offering, and (ii) the private placement since the exercise of the warrants is contingent upon the occurrence of future events. The warrants are exercisable to purchase 36,733,333 Class A ordinary share in the aggregate.

As of December 31, 2023 and 2022, the Company did not have any dilutive securities or other contracts that could, potentially, be exercised or converted into ordinary share, and then share in the earnings of the Company. As a result, diluted net income per share is the same as basic net income per share for the period presented.

	For The Year Ended December 31, 2023		For the Year Ended December 31, 2022		For the Period From November 3, 2021 (inception) to December 31, 2021	
	Class A	Class B	Class A	Class B	Class A	Class B
Basic and diluted net income (loss) per ordinary share						
Numerator:						
Allocation of net income (loss)	$13,360,506	$ 3,340,127	$17,918,827	$ 4,592,958	$ —	$ (5,000)
Denominator:						
Basic and diluted weighted average shares outstanding	75,000,000	18,750,000	73,150,685	18,750,000	—	18,750,000
Basic and diluted net income per share	$ 0.18	$ 0.18	$ 0.24	$ 0.24	$ —	$ —

Fair value of financial instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "Fair Value Measurements and Disclosures," approximates the carrying amounts represented in the accompanying balance sheets, primarily due to their short-term nature, except for the warrant liability and PIPE with reduction right liability (see Notes 9, 10 and 11).

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to

unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

Recently issued accounting standards

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company's financial statements.

Note 3-Initial Public Offering

The Company consummated the initial public offering of 75,000,000 units at $10.00 per unit. Each unit consisted of one Class A ordinary share and one-third of one redeemable warrant ("Public Warrant"). Each whole Public Warrant entitled the holder to purchase one Class A ordinary share at an exercise price of $11.50 per share, subject to adjustment (see Note 9).

Note 4-Private Placement

The Sponsor purchased an aggregate of 11,733,333 private placement warrants at a price of $1.50 per private placement warrant, for an aggregate purchase price of $17,600,000, from the Company in a private placement that closed simultaneously with the closing of the initial public offering. Each private placement warrant entitles the holder to purchase one Class A ordinary share at $11.50 per share, subject to adjustment (see Note 9). A portion of the proceeds from the sale of the private placement warrants were added to the net proceeds from the initial public offering held in the Trust Account (see Note 6). If the Company does not complete a Business Combination within the Completion Window, the proceeds from the sale of the private placement warrants held in the Trust Account will be used to fund the redemption of the Public Shares (subject to the requirements of applicable law) and the private placement warrants will expire worthless.

Note 5-Related Party Transactions

Founder Shares

On November 5, 2021, the Sponsor paid an aggregate of $25,000 to cover certain offeringand formation costs of the Company in consideration for 17,250,000 of the Company's Class B ordinary shares (the "Founder Shares"). On December 13, 2021, the Company effected a share recapitalization with respect to the Class B ordinary shares whereby the Company issued one and one-quarter Class B ordinary shares in respect of each outstanding Class B ordinary share, resulting in the Sponsor owning 21,562,500 Founder Shares. The Founder Shares included an aggregate of up to 2,812,500 shares subject to forfeiture by the Sponsor to the extent that the underwriters' over-allotment is not exercised in full or in part, so that the number of Founder Shares will collectively represent 20% of the Company's issued and outstanding shares upon the completion of the initial public offering. On February 19, 2022, 2,812,500 Founder Shares were forfeited because the underwriters did not exercise their over-allotment option, resulting in the Company's Sponsor holding 18,750,000 Founder Shares.

The Sponsor has agreed, subject to limited exceptions, not to transfer, assign or sell any of its Founder Shares until the earlier to occur of (A) one year after the completion of a Business Combination; and (B) subsequent to a Business Combination, (x) if the closing price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period, provided such release shall not occur earlier than 180 days after a Business Combination, or (y) the date on which the Company completes a liquidation, merger, amalgamation, share exchange, reorganization or other similar transaction that results in all of the Company's shareholders having the right to exchange their Class A ordinary shares for cash, securities or other property.

Promissory Note

On November 5, 2021, the Company issued the promissory note to the Sponsor, pursuant to which the Company may borrow up to an aggregate principal amount of $300,000 (the "Promissory Note"). The Promissory Note is non-interest bearing and payable on the earlier of (i) December 31, 2022 or (ii) the completion of the initial public offering. As of December 31, 2021, there was $300,000 outstanding under the Promissory Note. On January 11, 2022, the amount outstanding under the Promissory Note was repaid in full, and borrowings under the Promissory Note are no longer available.

Due to Sponsor

As of December 31, 2021, the amount due to Sponsor was $14,537. The amounts were unpaid reimbursements of offering costs paid by the Sponsor on behalf of the Company. On January 11, 2022, the amount outstanding due to Sponsor was repaid in full.

Administrative Services Agreement

The Company entered into an agreement with the Sponsor andGlobal Eagle Acquisition LLC ("**GEA**"), an entity affiliated with our Sponsor and the members of our management team, pursuant to which, commencing on January 5, 2022, it agreed to pay GEA, an affiliate of the Sponsor, $15,000 per month for office space, utilities, secretarial and administrative support services. Upon completion of a Business Combination or its liquidation, the Company will cease paying these monthly fees. During the years ended December 31, 2023 and 2022 and the period from November 3, 2021 (inception) to December 31, 2021, the Company incurred $180,000, $180,000 and $0, respectively, in expenses for services provided by the Sponsor in connection with the aforementioned agreement. As of December 31, 2023 and December 31, 2022, $45,000 and $45,000, respectively, is included in accounts payable and accrued expenses in the accompanying consolidated balance sheets.

In addition, the Company has agreed that it will indemnify the Sponsor from any claims arising out of or relating to the initial public offering or the Company's operations or conduct of the Company's business or any claim against the Sponsor alleging any expressed or implied management or endorsement by the Sponsor of any of the Company's activities or any express or implied association between the Sponsor and the Company or any of its affiliates, which agreement will provide that the indemnified parties cannot access the funds held in the Trust Account.

Related Party Loans

In order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). Such Working Capital Loans would be evidenced by promissory notes. The notes may be repaid upon completion of a Business Combination, without interest, or, at the lender's discretion, such loans may be converted upon completion of a Business Combination into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender up to $1,500,000, per going concern note. Such warrants would be identical to the private placement warrants. In the

event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. There have been no borrowings under this arrangement to date.

Note 6-Trust Account

A total of $750,000,000, which includes $735,000,000 of the net proceeds from the Public Offering and $15,000,000 from the sale of the private placement warrants, has been placed in the Trust Account.

As of December 31, 2023, investment securities in the Company's Trust Account consisted of $794,750,266 in money market fund. As December 31, 2022, investment securities in the Company's Trust Account consisted of $759,271,905 in United States Treasury Bills and $441,037 held in money market fund. The Company classifies its Treasury Instruments and equivalent securities as held to maturity in accordance with ASC 320, "Investments-Debt and Equity Securities". Held-to-maturity securities are those securities which the Company has the ability and intent to hold until maturity.Held-to-maturity treasury securities are recorded at amortized cost on the accompanying consolidated balance sheets and adjusted for the amortization or accretion of premiums or discounts.

In January 2022, the Company adopted the FASB issued Accounting Standards Update ("ASU")No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments," which requires an entity to utilize a new impairment model known as the current expected credit loss (CECL) model to estimate its lifetime "expected credit loss" and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is to result in more timely recognition of credit losses. This guidance also requires new disclosures for financial assets measured at amortized costs, loans, and available-for-sale debt securities. The adoption of this standard did not have a material effect on the Company's operating results or financial position as the only securities to which this standard applies are the Treasury Bills, which the Company deemed to have no credit losses.

The following tables presents fair value information as of December 31, 2023 and 2022 and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. In addition, the table presents the carrying value (held to maturity), excluding accrued interest income and gross unrealized holding loss. Since all of the Company's permitted investments consist of U.S. government treasury bills and cash, fair values of its investments are determined by Level 1 inputs utilizing quoted prices (unadjusted) in active markets for identical assets as follows:

	Quoted Prices in Active Markets (Level 1)
Money market fund as of December 31, 2022	$ 441,037
Money market fund as of December 31, 2023	$ 794,750,266

Transfers to/from Levels 1, 2, and 3 are recognized at the end of the reporting period. There were no transfers between levels for the years ended December 31, 2023 and 2022.

Level 1 instruments consist of investments in U.S. Treasury securities. The Company uses inputs such as actual trade data, benchmak yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

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The carrying value, excluding gross unrealized holding gain and fair value of held to maturity securities on December 31, 2022, is as follows:

	Amortized Cost	Gross Holding Gain	Quoted Prices in Active Markets (Level 1)
U.S. Government Treasury Securities as of December 31, 2022(1)	$ 759,271,905	$ 161,421	$ 759,433,326

(1) Maturity date March 23, 2023.

Note 7-Commitments and Contingencies

Registration Rights

The holders of the Founder Shares, private placement warrants and warrants that may be issued upon conversion of the Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the private placement warrants and warrants that may be issued upon conversion of Working Capital Loans and upon conversion of the Founder Shares) are entitled to registration rights pursuant to a registration rights agreement to be signed prior to or on the effective date of the initial public offering requiring the Company to register a sale of any of the securities held by them, including any other securities of the Company acquired by them prior to the consummation of the Company's initial business combination. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company register such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the completion of a Business Combination. The Company bears the expenses incurred in connection with the filing of any such registration statements.

Risks and Uncertainties

United States and global markets are experiencing volatility and disruption following the geopolitical instability resulting from the ongoing Russia-Ukraine conflict and the recent escalation of the Israel-Hamas conflict. In response to the ongoing Russia-Ukraine conflict, the North Atlantic Treaty Organization ("NATO") deployed additional military forces to eastern Europe, and the United States, the United Kingdom, the European Union and other countries have announced various sanctions and restrictive actions against Russia, Belarus and related individuals and entities, including the removal of certain financial institutions from the Society for Worldwide Interbank Financial Telecommunication (SWIFT) payment system. Certain countries, including the United States, have also provided and may continue to provide military aid or other assistance to Ukraine and to Israel, increasing geopolitical tensions among a number of nations. The invasion of Ukraine by Russia and the escalation of the Israel- Hamas conflict and the resulting measures that have been taken, and could be taken in the future, by NATO, the United States, the United Kingdom, the European Union, Israel and its neighboring states and other countries have created global security concerns that could have a lasting impact on regional and global economies. Although the length and impact of the ongoing conflicts are highly unpredictable, they could lead to market disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions and increased cyber-attacks against U.S. companies. Additionally, any resulting sanctions could adversely affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets.

Any of the above mentioned factors, or any other negative impact on the global economy, capital markets or other geopolitical conditions resulting from the Russian invasion of Ukraine, the escalation of the Israel-Hamas conflict and subsequent sanctions or related actions, could adversely affect the Company's search for an initial business combination and any target business with which the Company may ultimately consummate an initial business combination.

Underwriting Agreement

The Company had granted the underwriters a 45-day option to purchase up to 11,250,000 additional Units to cover over-allotments at the initial public offering price, less the underwriting discounts and commissions. On February 19, 2022, the option lapsed because the underwriters did not exercise their over-allotment option.

In addition, the underwriters are entitled to a deferred fee of $0.35 per Unit, or $26,250,000 in the aggregate. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

Subsequent to December 31, 2023, Goldman Sachs (asdefined below) waived its entitlement to any portion of the $26,250,000 deferred fee payable to it and Citi (as defined below) agreed to make certain adjustments to its entitlement to a portion of the $26,250,000 deferred underwriting fee. See Note 11 for additional information.

Note 8-Shareholders' Deficit

Preference Shares-The Company is authorized to issue 1,000,000 preference shares with a par value of $0.0001 per share. The Company's board of directors will be authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. The board of directors will be able to, without shareholder approval, issue preference shares with voting and other rights that could adversely affect the voting power and other rights of the holders of the ordinary shares and could have anti-takeover effects. At December 31, 2023, December 31, 2022 and December 31, 2021, there were no preference shares issued or outstanding.

Class A Ordinary Shares-The Company is authorized to issue 400,000,000 Class A ordinary shares, with a par value of $0.0001 per share. Holders of Class A ordinary shares are entitled to one vote for each share. At December 31, 2023 and December 31, 2022, there were75,000,000 Class A ordinary shares issued and outstanding subject to possible redemption. At December 31, 2021, there were no Class A ordinary shares issued or outstanding.

Class B Ordinary Shares-The Company is authorized to issue 80,000,000 Class B ordinary shares, with a par value of $0.0001 per share. Holders of the Class B ordinary shares are entitled to one vote for each share. On November 5, 2021, the Sponsor paid an aggregate of $25,000 to cover certain offering and formation costs of the Company in consideration for 17,250,000 of the Company's Class B ordinary shares (the "Founder Shares"). On December 13, 2021, the Company effected a share recapitalization with respect to the Founder Shares whereby the Company issued one and one-quarter Founder Shares in respect of each outstanding Founder Share, resulting in the Sponsor owning 21,562,500 Founder Shares. The Founder Shares included an aggregate of up to 2,812,500 shares subject to forfeiture by the Sponsor to the extent that the underwriters' over-allotment was not exercised in full or in part, so that the number of Founder Shares would collectively represent 20% of the Company's issued and outstanding shares upon the completion of the initial public offering. On February 19, 2022, 2,812,500 Founder Shares were forfeited because the underwriters did not exercise their over-allotment option, resulting in the Sponsor holding 18,750,000 Founder Shares.

Holders of the Founder Shares will be entitled to vote on the appointment and removal of directors or continuing the Company in a jurisdiction outside the Cayman Islands (including any special resolution required to amend the constitutional documents of the Company or to adopt new constitutional documents of the Company, in each case, as a result of the Company approving a transfer by way of continuation in a jurisdiction outside the Cayman Islands). On any other matter submitted to a vote of the shareholders prior to or in connection with the completion of the initial business combination, holders of the Founder Shares and holders of the Class A ordinary shares will vote together as a single class, except as required by law.

The Founder Shares will automatically convert into Class A ordinary shares concurrently with or immediately following the completion of a Business Combination on a one-for-one basis, subject to adjustment. In the case that additional Class A ordinary shares or equity-linked securities are issued or deemed issued in connection with a Business Combination, the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, 20% of the total number of Class A ordinary shares outstanding after such conversion (after giving effect to any redemptions of Class A ordinary shares by public shareholders), including the total number of Class A ordinary shares issued, or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of a Business Combination, excluding any Class A ordinary shares or equity- linked securities exercisable for or convertible into Class A ordinary shares issued, or to be issued, to any seller in a Business Combination and any private placement warrants issued to the Sponsor, officers or directors upon conversion of Working Capital Loans; provided that such conversion of Founder Shares will never occur on a less than one-for-one basis.

Note 9-Warrants

As of December 31, 2023 and 2022, the Company has 25,000,000 Public Warrants and 11,733,333 private placement warrants outstanding. The Public Warrants may only be exercised for a whole number of shares. No fractional warrants will be issued upon separation of the Units and only whole warrants will trade. The Public Warrants will become exercisable 30 days after the completion of a Business Combination. The Public Warrants will expire five years from the completion of a Business Combination, or earlier upon redemption or liquidation.

The Company will not be obligated to deliver any Class A ordinary shares pursuant to the exercise of a Public Warrant and will have no obligation to settle such Public Warrant exercise unless a registration statement under the Securities Act with respect to the Class A ordinary shares underlying the warrants is then effective and a prospectus relating thereto is current, subject to the Company satisfying its obligations with respect to registration. No warrant will be exercisable and the Company will not be obligated to issue a Class A ordinary share upon exercise of a warrant unless the Class A ordinary share issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the warrants.

The Company has agreed that as soon as practicable, but in no event later than 20 business days after the closing of a Business Combination, it will use its commercially reasonable efforts to file with the SEC a post-effective amendment to the registration statement of which this Form 10-K forms a part or a new registration statement for the registration, under the Securities Act, of the Class A ordinary shares issuable upon exercise of the warrants. The Company will use its best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the warrants in accordance with the provisions of the Warrant Agreement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th business day after the closing of a Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act or another exemption.

In addition, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a “covered security” under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of the Public Warrants who exercise their warrants to do so on a “cashless basis” in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company elects to do so, the Company will not be required to file or maintain in effect a registration statement, but it will use its best efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

Once the warrants become exercisable, the Company may redeem the outstanding Public Warrants:

(1) in whole and not in part;

(2) at a price of $0.01 per Public Warrant;

(3) upon not less than 30 days' prior written notice of redemption to each warrant holder; and

(4) if, and only if, the reported closing price of the ordinary shares equals or exceeds $18.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending three business days before the Company send to the notice of redemption to the warrant holders.

If and when the warrants become redeemable by the Company, the Company may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

If the Company calls the Public Warrants for redemption, as described above, its management will have the option to require any holder that wishes to exercise the Public Warrants to do so on a "cashless basis," as described in the Warrant Agreement. The exercise price and number of ordinary shares issuable upon exercise of the Public Warrants may be adjusted in certain circumstances including in the event of a share dividend, extraordinary dividend or recapitalization, reorganization, merger or consolidation. However, except as described below, the Public Warrants will not be adjusted for issuances of ordinary shares at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the Public Warrants. If the Company is unable to complete a Business Combination within the Completion Window and the Company liquidates the funds held in the Trust Account, holders of Public Warrants will not receive any of such funds with respect to their Public Warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with respect to such Public Warrants. Accordingly, the Public Warrants may expire worthless.

The private placement warrants will be identical to the public warrants underlying the Units being sold in the initial public offering, except that (i) the private placement warrants will not be redeemable by the Company, (ii) the private placement warrants and the Class A ordinary shares issuable upon the exercise of the private placement warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions, (iii) the private placement warrants will be exercisable on a cashless basis, (iv) will use a different Black-Scholes Warrant Model for purposes of calculating the Black-Scholes Warrant Value (as defined in the Warrant Agreement) and (v) the private placement warrants and the Class A ordinary shares issuable upon exercise of the private placement warrants will be entitled to registration rights. If the private placement warrants are held by someone other than the initial purchasers or their permitted transferees, the private placement warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

Note 10-PIPE with Reduction Right Liability

Concurrently with the execution of the Business Combination Agreement, the Company, New SEAC and Lions Gate Parent entered into subscription agreements with certain institutional and accredited investors (the "**PIPE Investors**" and the subscription agreements, the "**Subscription Agreements**") pursuant to which the PIPE Investors have agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 18,172,378 Pubco Common Shares (the "**PIPE Shares**"), at a purchase price of $9.63 per share, for an aggregate cash amount of $175,000,000.

The Subscription Agreements have a variable amount of shares at settlement to the extent the PIPE Investors exercise their Reduction Right, subject to certain other conditions. Pursuant to the Subscription Agreements, a PIPE Investor may elect to reduce the number of PIPE Shares it is obligated to purchase under its Subscription

Agreement (the "**Reduction Right**"), on a one-for-one basis, up to the total amount of PIPE Shares subscribed thereunder, to the extent a PIPE Investor (i) purchases Class A Ordinary Shares in open market transactions at a price of less than the Closing redemption price per share prior to the record date established for voting at the SEAC Shareholder Meeting (the "**Open Market Purchase Shares**"), subject to certain conditions, and (ii) beneficially owned any Class A Ordinary Shares as of the date of its Subscription Agreement, subject to certain conditions (both as described above). If such PIPE Investors exercise their Reduction Right and meet these conditions, then for every Class A Ordinary Share for which such PIPE Investor exercises its Reduction Right, such PIPE Investor will be entitled to purchase from the Company 0.1111 newly issued Class A Ordinary Shares at a purchase price of $0.0001 per share, which shares will be issued by the Company prior to the SEAC Merger (the "**Reduction Right Shares**").

If the Reduction Right is exercised by any PIPE Investors, this would result in the Company raising additional incremental common equity proceeds relative to the aggregate cash PIPE proceeds of $175,000,000 and issuing Reduction Right Shares. The Subscription Agreements were evaluated under ASC 815 and meet the criteria for liability classification since the shares in the settlement are variable based on an input not considered to be inputs to the fair value of a fixed-for-fixed forward or option on equity shares. As such, the PIPE with reduction right liability is recorded at its initial fair value on the date the Company entered the Subscription Agreements (or December 22, 2023), and each balance sheet date thereafter. Changes in the estimated fair value of the liability are recognized as a non-cash gain or loss on the statements of operations. The fair value of the liability is discussed in Note 11. This liability will cease to exist upon the earlier of the closing of the transactions contemplated by the Subscription Agreements or expiration of the Subscription Agreements. For the avoidance of doubt, the PIPE reflects common equity in the pro forma, combined company and will be accounted for as such after the closing of the Business Combination with StudioCo.

Note 11-Recurring Fair Value Measurements

As of December 31, 2023, investment securities in the Company's Trust Account consisted of $794,750,266 in a money market fund. As of December 31, 2022, investment securities in the Company's Trust Account consisted of $ 759,271,905 in United States Treasury Bills and $ 441,037 held in money market fund. See Note 6 for fair value information for the Trust Account.

The fair value of private placement warrants was initially and subsequently measured at fair value using a Black-Scholes Option Pricing Model. For the year s ended December 31, 2023 and 2022, the Company recognized a gain resulting from a decrease in the fair value of the private placement warrants of $2,816,000 and $14,197,333, respectively. The gains are presented as change in fair value of warrant liability in the accompanying consolidated statements of operations.

The fair value of the PIPE with reduction right liability was initially and subsequently measured at fair value utilizing observable market prices for public shares, relative to the present value of contractual cash proceeds, each adjusted for the probability of closing the Business Combination with StudioCo. For the year ended December 31, 2023, the Company recognized a PIPE with reduction right expense of $18,797,300 and a gain resulting from a decrease in the fair value of the PIPE with reduction right liability of $544,290. The gain is presented as a change in fair value of PIPE with reduction right liability in the accompanying consolidated statements of operations.

The following table sets forth by level within the fair value hierarchy the Company's liabilities that were accounted for at fair value on a recurring basis:

	(Level 1)	(Level 2)	(Level 3)
Private placement warrants as of December 31, 2023	$ —	$ —	$ 469,333
PIPE with reduction right liability as of December 31, 2023	$ —	$ —	$18,253,010

	(Level 1)	(Level 2)	(Level 3)
Private placement warrants as of December 31, 2022	$ —	$ —	$ 3,285,333

The following table provides quantitative information regarding Level 3 fair value measurement inputs for the private placement warrants as of their measurement dates:

Inputs:	As of December 31, 2023	As of December 31, 2022
Ordinary share stock price	$ 10.60	$ 9.94
Exercise price	11.50	11.50
Volatility	45%	31%
Term	5.28	5.75
Risk-free rate of interest	3.85%	3.98%
Dividend yield	0%	0%
Probability of completing the Business Combination	91% (1)	N/A
Probability of completing a different business combination	0.8% (2)	9% (3)

Note: The private placement will be forfeited for no consideration if the announced Business Combination with StudioCo is completed (estimated probability of 91% as of December 31, 2023).

(1) Estimated by solving for the implied probability of completing theBusiness Combination with StudioCo based on the public warrant price and the contemplated exchange price of $0.50, adjusted for the time value of money.

(2) Derived as follows: 9%*(1-91%), where 9% represents the probability of completing a different business combination based on public trading of rights for special purpose acquisition companies and 91% represents the probability of completing the Business Combination with StudioCo .

(3) Based on public trading of rights for special purpose acquisition companies and their implied business combination probabilities as of December 31, 2022.

The change in the fair value of the warrant liabilities for the years ended December 31, 2022 and 2023, respectively, is summarized as follows:

Level 3 Derivative warrant liability at December 31, 2021	$ —
Issuance of Private Warrants on January 10, 2022	17,482,666
Change in fair value of derivative warrant liability	(14,197,333)
Level 3 Derivative warrant liability at December 31, 2022	3,285,333
Change in fair value of derivative warrant liability	(2,816,000)
Level 3 Derivative warrant liability at December 31, 2023	$ 469,333

The following table provides quantitative information regarding Level 3 fair value measurement inputs for the PIPE with reduction right liability as of their measurement dates:

Inputs:	As of December 22, 2023	As of December 31, 2023
Ordinary share stock price	$ 10.62	$ 10.60
Term [(1)]	0.30	0.28
Risk-free rate of interest [(2)]	5.24%	5.20%
Probability of completing the Business Combination [(3)]	91%	91%

(1) Assumes the transaction closes on April 10, 2024.
(2) Reflects 3-month US treasury, secondary market rate as of the valuation date.
(3) Estimated by solving for the implied probability of completing the Business Combination with StudioCo based on the public warrant price and the contemplated exchange price of $ 0.50 , adjusted for the time value of money.

The change in the fair value of the PIPE with reduction right liability for the year ended December 31, 2023 is summarized as follows:

Level 3 PIPE reduction right liability December 31, 2022	$ —
Issuance of PIPE with reduction right liability on December 22, 2023	18,797,300
Change in fair value of PIPE reduction right liability	(544,290)
Level 3 PIPE with reduction right liability at December 31, 2023	$ 18,253,010

Note 12-Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the consolidated balance sheet date up to the date that the financial statements were issued. Based upon this review, other than as noted below, the Company did not identify any subsequent events, that have occurred that would require adjustments to the disclosures in the financial statements.

Subsequent to December 31, 2023 and in consideration of Citigroup Global Markets Inc.'s ("**Citi**") engagement as the Company's financial advisor and placement agent in the private investments in public equities ("**PIPE**") financing raised in connection with the Business Combination, and the fees it is expected to receive in connection with such roles, on January 3, 2024, Citi agreed to make adjustments to its entitlement to a portion of the $26,250,000 deferred underwriting fee payable to it pursuant to the terms of that certain underwriting agreement, dated January 5, 2022 (the "**Underwriting Agreement**"), by and between the Company and Goldman Sachs & Co. LLC ("Goldman Sachs") and Citi, as representatives of the underwriters, which deferred underwriting fee would have been due upon the closing of the Business Combination. Such adjustments modified Citi's entitlement to its portion of the deferred underwriting fee to be equal to a specific percentage of the amount remaining in the Trust Account, after giving effect to the redemption rights exercised by the Company's public shareholders and certain other adjustments.

In addition, on January 3, 2024, the Company received a letter from Goldman Sachs whereby Goldman Sachs waived its entitlement to any portionof the $26,250,000 deferred underwriting fee payable pursuant to the Underwriting Agreement. The Company did not seek out the reasons why Goldman Sachs waived its deferred underwriting fee, despite Goldman Sachs having already completed its services under the Underwriting Agreement. Goldman Sachs received no additional consideration for the waiver of its entitlement to the deferred underwriting fee.

On January 26, 2024, the Company amended the Trust Agreement, to permit Continental Stock Transfer & Trust Company (the "Trustee"), to hold the assets in the Trust Account in an interest-bearing demand deposit account or cash until the earlier of the consummation of an initial business combination or the Company's liquidation. On the same day, the Company instructed the Trustee to liquidate the investments held in the Trust Account and move the funds to an interest-bearing demand deposit account, with Continental continuing to act as trustee. As a result, following the liquidation of investments in the Trust Account, the remaining proceeds from the initial public offering and the sale of the private placement warrants are no longer invested in U.S. government securities or money market funds.

SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED BALANCE SHEETS

	UNAUDITED March 31, 2024	December 31, 2023
ASSETS:		
Current assets:		
Cash	$ 437,163	$ 999,152
Prepaid expenses	78,082	158,142
Total current assets	515,245	1,157,294
Cash/investments held in Trust Account	804,228,813	794,750,266
Total assets	**$ 804,744,058**	**$ 795,907,560**
LIABILITIES AND SHAREHOLDERS' DEFICIT:		
Current liabilities:		
Accounts payable and accrued expenses	$ 6,458,295	$ 3,695,499
PIPE with reduction right liability(1)	19,399,127	18,253,010
Total current liabilities	25,857,422	21,948,509
Warrant liability	234,667	469,333
Deferred underwriting compensation	8,925,000	26,250,000
Total liabilities	**35,017,089**	**48,667,842**
Commitments and contingencies		
Class A ordinary shares subject to possible redemption; 75,000,000 and 75,000,000 shares at $10.72 and $10.60 redemption value at March 31, 2024 and December 31, 2023, respectively	804,128,813	794,650,266
Shareholders' deficit:		
Preference shares, $0.0001 par value; 1,000,000 shares authorized; none issued or outstanding	—	—
Class A ordinary shares, $0.0001 par value; 400,000,000 shares authorized; none issued or outstanding (excluding 75,000,000 shares subject to possible redemption)	—	—
Class B ordinary shares, $0.0001 par value; 80,000,000 shares authorized; 18,750,000 and 18,750,000 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively	1,875	1,875
Additional paid-in capital	—	—
Accumulated deficit	(34,403,719)	(47,412,423)
Total shareholders' deficit	**(34,401,844)**	**(47,410,548)**
Total liabilities and shareholders' deficit	**$ 804,744,058**	**$ 795,907,560**

(1) Equity linked contract that is classified as a liability given potential for variable share settlement at close of the Business Combination. PIPE reflects common equity in the pro forma, combined company post-close of the Business Combination with StudioCo (Note 10).

The accompanying notes are an integral part of these unaudited consolidated financial statements.

SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

	For the three months ended March 31, 2024	For the three months ended March 31, 2023
General and administrative	$ 3,404,845	$ 540,513
Loss from operations	(3,404,845)	(540,513)
Other income (expense):		
Interest from investments held in Trust Account	9,478,547	8,079,826
Change in fair value of warrant liability	234,666	469,333
Change in fair value of PIPE with reduction right liability	(1,146,117)	—
Net income	**$ 5,162,251**	**$ 8,008,646**
Weighted average number of Class A ordinary shares subject to possible redemption outstanding	75,000,000	75,000,000
Basic and diluted net income per share, Class A ordinary shares subject to redemption	**$ 0.06**	**$ 0.09**
Weighted average number of Class B ordinary shares outstanding	18,750,000	18,750,000
Basic and diluted net income per share, Class B ordinary shares	**$ 0.06**	**$ 0.09**

The accompanying notes are an integral part of these unaudited consolidated financial statements.

SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT

FOR THE THREE MONTHS ENDED MARCH 31, 2024 (UNAUDITED)

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance at December 31, 2023 (audited)	—	$ —	18,750,000	$ 1,875	$ —	$ (47,412,423)	$ (47,410,548)
Waiver of offering costs allocated to Class A ordinary shares subject to possible redemption	—	—	—	—	—	17,325,000	17,325,000
Accretion of Class A ordinary shares subject to possible redemption	—	—	—	—	—	(9,478,547)	(9,478,547)
Net income	—	—	—	—	—	5,162,251	5,162,251
Balance at March 31, 2024	—	$ —	18,750,000	$ 1,875	$ —	$ (34,403,719)	$ (34,401,844)

FOR THE THREE MONTHS ENDED MARCH 31, 2023 (UNAUDITED)

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance at December 31, 2022 (audited)	—	$ —	18,750,000	$ 1,875	$ —	$ (26,325,732)	$ (26,323,857)
Accretion of Class A ordinary shares subject to possible redemption	—	—	—	—	—	(8,079,826)	(8,079,826)
Net income	—	—	—	—	—	8,008,646	8,008,646
Balance at March 31, 2023	—	$ —	18,750,000	$ 1,875	$ —	$ (26,396,912)	$ (26,395,037)

The accompanying notes are an integral part of these unaudited consolidated financial statements.

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SCREAMING EAGLE ACQUISITION CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

	For the three months ended March 31, 2024	For the three months ended March 31, 2023
Cash flows from operating activities:		
Net income	$ 5,162,251	$ 8,008,646
Adjustments to reconcile net income to net cash used in operating activities:		
Interest income from investments held in Trust Account	(9,478,547)	(8,079,826)
Change in fair value of warrant liability	(234,666)	(469,333)
Change in fair value of PIPE with reduction right liability	1,146,117	—
Changes in operating assets and liabilities:		
Prepaid expenses	80,060	82,583
Accounts payable and accrued expenses	2,762,796	162,754
Net cash used in operating activities	(561,989)	(295,176)
Cash flows from investing activities:		
Cash withdrawn from Trust Account for working capital	—	250,000
Net cash provided by investing activities	—	250,000
Net change in cash	(561,989)	(45,176)
Cash at beginning of period	999,152	117,696
Cash at end of period	**$ 437,163**	**$ 72,520**
Supplemental disclosure of non-cash investing and financing activities:		
Waiver of portion of deferred underwriting fee payable for no consideration	$ 17,325,000	$ —

The accompanying notes are an integral part of these unaudited consolidated financial statements.

SCREAMING EAGLE ACQUISITION CORP.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
MARCH 31, 2024

NOTE 1-ORGANIZATION AND PLAN OF BUSINESS OPERATIONS

Screaming Eagle Acquisition Corp. (the “Company”) is a blank check company incorporated as a Cayman Islands exempted company on November 3, 2021. The Company was formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses (“Business Combination”).

Although the Company is not limited to a particular industry or geographic region for purposes of completing a Business Combination, the Company intends to capitalize on the ability of its management team to identify and combine with a business or businesses that can benefit from its management team’s established global relationships and operating experience. The Company is an early stage company, and, as such, the Company is subject to all of the risks associated with early stage companies.

As of March 31, 2024, the Company had not commenced any operations. All activity for the period from November 3, 2021 (inception) through March 31, 2024 relates to the Company’s formation and the initial public offering (“Initial Public Offering”), which is described below and activities related to pursuing merger opportunities. The Company will not generate any operating revenues until after the completion of a Business Combination, at the earliest. The Company generates non-operating income in the form of interest income on the proceeds derived from the Initial Public Offering.

The registration statement for the Company’s Initial Public Offering was declared effective on January 5, 2022. On January 10, 2022, the Company consummated its Initial Public Offering of 75,000,000 units (the “Units”). Each Unit consists of one Class A ordinary share of the Company, par value $0.0001 per share (the “Class A Ordinary Shares” or “Public Shares”), and one-third of one redeemable warrant of the Company (each whole warrant, a “Warrant”), with each Warrant entitling the holder thereof to purchase one Class A Ordinary Share for $11.50 per share, subject to adjustment. The Units were sold at a price of $10.00 per Unit, generating gross proceeds to the Company of $750,000,000.

Simultaneously with the closing of the Initial Public Offering, the Company consummated the sale of 11,733,333 warrants (the “private placement warrants”) at a price of $1.50 per private placement warrant to the Eagle Equity Partners V, LLC (the “Sponsor”), generating gross proceeds of $17,600,000 (the “Private Placement”), which is described in Note 4.

Transaction costs amounted to $42,130,216, consisting of $15,000,000 of underwriting fees, $26,250,000 of deferred underwriting fees and $880,216 of other offering costs.

Following the closing of the Initial Public Offering and the Private Placement, $750,000,000 ($10.00 per Unit) from the net proceeds of the sale of the Units in the Initial Public Offering and certain proceeds from the sale of the private placement warrants was placed in a trust account (the “Trust Account”). The proceeds held in the Trust Account were invested in U.S. government treasury obligations with a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 under the Investment Company Act of 1940, as amended (the “Investment Company Act”), which invest only in direct U.S. government treasury obligations. On January 26, 2024, the Company amended the trust agreement governing the Trust Account to permit Continental Stock Transfer & Trust Company (the “Trustee”) to hold the assets in the Trust Account in an interest-bearing demand deposit account or cash until the earlier of the consummation of an initial business combination or the Company’s liquidation. On the same day, the Company instructed the Trustee to liquidate the investments held in the Trust Account and move the funds to an interest-bearing demand deposit account, with Continental Stock Transfer & Trust Company continuing to act as trustee. As a result, following the liquidation of investments in

the Trust Account, the remaining proceeds from the initial public offering and the sale of the private placement warrants are no longer invested in U.S. government securities or money market funds.

The Company's management has broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of the private placement warrants, although substantially all of the net proceeds are intended to be applied generally toward completing a Business Combination. The Company must complete one or more Business Combinations with having an aggregate fair market value equal to at least 80% of the net assets held in the Trust Account (as defined below) (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into the initial Business Combination. The Company will only complete a Business Combination if the post-Business Combination company owns or acquires 50% or more of the issued and outstanding voting securities of the target or otherwise acquires a controlling interest in the target business sufficient for it not to be required to register as an investment company under the Investment Company Act.

There is no assurance that the Company will be able to successfully effect a Business Combination. The Company will provide its shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) without a shareholder vote by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company. The shareholders will be entitled to redeem their shares for a pro rata portion of the amount held in the Trust Account (which, as of March 31, 2024, was approximately $10.72 per share), calculated as of two business days prior to the completion of a Business Combination, including any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to fund its working capital requirements (subject to an aggregate limit of $3,000,000) and to pay its tax obligations. There will be no redemption rights upon the completion of a Business Combination with respect to the Company's warrants. The Class A Ordinary Shares will be recorded at redemption value and classified as temporary equity upon the completion of the Initial Public Offering, in accordance with Accounting Standards Codification ("ASC") Topic 480, "Distinguishing Liabilities from Equity." If the Company seeks shareholder approval, the Company will complete a Business Combination only if it receives an ordinary resolution under Cayman Islands law approving a Business Combination, which requires the affirmative vote of a majority of the Company's ordinary shares which are represented in person or by proxy and are voted at a general meeting of the Company. If a shareholder vote is not required under applicable law or stock exchange listing requirements and the Company does not decide to hold a shareholder vote for business or other reasons, the Company will, pursuant to its Articles (as defined below), conduct the redemptions pursuant to the tender offer rules of the Securities and Exchange Commission ("SEC"), and file tender offer documents containing substantially the same information as would be included in a proxy statement with the SEC prior to completing a Business Combination. If the Company seeks shareholder approval in connection with a Business Combination, the Sponsor has agreed to vote its Founder Shares (as defined in Note 5) and any Public Shares purchased in or after the Initial Public Offering in favor of approving a Business Combination and to waive its redemption rights with respect to any such shares in connection with a shareholder vote to approve a Business Combination. Additionally, each public shareholder may elect to redeem its Public Shares, without voting, and if they do vote, irrespective of whether they vote for or against a proposed Business Combination.

Notwithstanding the foregoing, if the Company seeks shareholder approval of a Business Combination and it does not conduct redemptions pursuant to the tender offer rules, the Articles provide that a public shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), will be restricted from redeeming its shares with respect to more than an aggregate of 20% of the Public Shares without the Company's prior written consent.

The Sponsor and the Company's officers and directors have agreed (a) to waive its redemption rights with respect to any Founder Shares and Public Shares held by it in connection with the completion of a Business

Combination and (b) not to propose an amendment to the Articles (i) to modify the substance or timing of the Company's obligation to redeem100% of the Public Shares if the Company does not complete a Business Combination within the Completion Window (as defined below) or (ii) with respect to any other provision relating to shareholders' rights or pre-initial business combination activity, unless the Company provides the public shareholders with the opportunity to redeem their Public Shares in conjunction with any such amendment and (iii) to waive its rights to liquidating distributions from the Trust Account with respect to the Founder Shares if the Company fails to complete a Business Combination.

Under the Articles, the Company has until June 15, 2024, to close its initial Business Combination (the "Completion Window"). If the Company is unable to complete a Business Combination within the Completion Window, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no more than 10 business days thereafter, redeem 100% of the outstanding Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to fund its working capital requirements (such withdrawals to be subject to an aggregate limit of $3,000,000) (less taxes payable and up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish public shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Company's board of directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

The Sponsor and the Company's officers and directors have agreed to waive its liquidation rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the Completion Window. However, if the Sponsor acquires Public Shares in or after the Initial Public Offering, such Public Shares will be entitled to liquidating distributions from the Trust Account if the Company fails to complete a Business Combination within the Completion Window. The underwriters have agreed to waive their rights to their deferred underwriting commission (see Note 7) held in the Trust Account in the event the Company does not complete a Business Combination within the Completion Window and, in such event, such amounts will be included with the funds held in the Trust Account that will be available to fund the redemption of the Public Shares. In the event of such distribution, it is possible that the per share value of the assets remaining available for distribution will be less than the Initial Public Offering price per Unit ($10.00).

The Sponsor has agreed that it will be liable to the Company, if and to the extent any claims by a third party for services rendered or products sold to the Company, or by a prospective target business with which the Company has entered into a written letter of intent, confidentiality or other similar agreement or business combination agreement, reduce the amount of funds in the Trust Account to below the lesser of (1) $10.00 per Public Share and (2) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account, if less than $10.00 per Public Share due to reductions in the value of trust assets, less taxes payable. This liability will not apply to any claims by a third party or prospective target business who executed a waiver of any and all rights to the monies held in the Trust Account nor will it apply to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims. The Company will seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers (other than the Company's independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

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Subsidiaries

In connection with the Lionsgate Business Combination (as defined below) with Lions Gate Entertainment Corp., a British Columbia company ("Lions Gate Parent"), the Company formed SEAC II Corp. ("New SEAC"), a Cayman Islands exempted company and 1455941 B.C. Unlimited Liability Company ("New BC Sub"), a British Columbia unlimited liability company, both of which are direct, wholly owned subsidiaries of the Company. In addition, the Company formed SEAC MergerCo ("MergerCo") a Cayman Islands exempted company and a direct, wholly owned subsidiary of New SEAC. New SEAC, New BC Sub, and MergerCo did not have any activity as of March 31, 2024, and they have not engaged in any operations or generated operating revenues to date.

Business Combination with LG Orion Holdings ULC

On December 22, 2023, the Company, New SEAC, Lions Gate Parent, LG Sirius Holdings ULC, a British Columbia unlimited liability company and a wholly owned subsidiary of Lions Gate Parent ("Studio HoldCo"), LG Orion Holdings ULC, a British Columbia unlimited liability company and a wholly owned subsidiary of Lions Gate Parent ("StudioCo"), MergerCo and New BC Sub, entered into the Business Combination Agreement, pursuant to which, among other things and subject to the terms and conditions contained in the Business Combination Agreement (as amended on April 11, 2024 and as may be amended, supplemented or otherwise modified from time to time, the "Business Combination Agreement") and the plan of arrangement (the "Plan of Arrangement"), (i) SEAC will merge with and into MergerCo (the "SEAC Merger") with MergerCo surviving the SEAC Merger as a direct, wholly-owned subsidiary of New SEAC (the resulting entity referred to herein as MergerCo or, where specified, the "SEAC Merger Surviving Company"), (ii) SEAC Merger Surviving Company will distribute all of its assets lawfully available for distribution to New SEAC by way of a cash dividend, (iii) SEAC Merger Surviving Company will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Cayman Islands Companies Act (as revised) (the "Companies Act") and the Business Corporations Act (British Columbia) (the "BC Act") and convert to a British Columbia unlimited liability company in accordance with the applicable provisions of the BC Act, (iv) New SEAC will transfer by way of continuation from the Cayman Islands to British Columbia in accordance with the Companies Act and the BC Act and continue as a British Columbia company in accordance with the applicable provisions of the BC Act, and (v) pursuant to an arrangement under Division 5 of Part 9 of the BC Act (the "Arrangement") on the terms and subject to the conditions set forth in the Plan of Arrangement, (A) SEAC Merger Surviving Company and New BC Sub will amalgamate (the "MergerCo Amalgamation") to form one corporate entity ("MergerCo Amalco"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement, (B) New SEAC and MergerCo Amalco will amalgamate (the "SEAC Amalgamation") to form one corporate entity ("SEAC Amalco"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement and (C) StudioCo and SEAC Amalco will amalgamate (the "StudioCo Amalgamation" and together with the MergerCo Amalgamation and the SEAC Amalgamation, the "Amalgamations") to form one corporate entity ("Pubco"), in accordance with the terms of, and with the attributes and effects set out in, the Plan of Arrangement. The Arrangement is subject to the approval by the Supreme Court of British Columbia under the BC Act. The transaction contemplated by the Business Combination Agreement, the Plan of Arrangement and all other agreements, certificates and instruments entered into in connection therewith, are referred to herein as the "Lionsgate Business Combination."

Extension

On April 9, 2024, the Company held an extraordinary general meeting of its shareholders (the "Extension Meeting"), at which the Company received approval to amend its Amended and Restated Memorandum and Articles of Association (as amended, the "Articles") to, among other things, extend the date by which the Company must consummate a Business Combination from April 10, 2024 to June 15, 2024. In connection with the Extension Meeting, holders of 57,824,777 Public Shares properly exercised their right to redeem such shares for cash at a redemption price of approximately $10.74 per share, representing an aggregate of approximately $620.8 million. After the satisfaction of such redemptions, the balance in the Trust Account was approximately $184.4 million.

Liquidity and Going Concern

As of March 31, 2024, the Company had an unrestricted cash balance of $437,163, cash held in the Trust Account of $804,228,813 and a working capital deficiency of $25,342,177. The Company's liquidity needs had been satisfied prior to the completion of the Initial Public Offering through receipt of a $25,000 capital contribution from the Sponsor in exchange for the issuance of the Founder Shares and a $300,000 loan from the Sponsor, which was paid in full on January 11, 2022. The Company's working capital needs have been satisfied through the funds held outside of the Trust Account from the Initial Public Offering. In addition, the Company withdrew interest earned on Trust Account to fund the Company's working capital requirements (subject to an aggregate maximum release of $3,000,000, which was reached as of December 31, 2023). The Sponsor or an affiliate of the Sponsor or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required. Up to $1,500,000 of such loans may be convertible into warrants of the post-Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the private placement warrants. The terms of such loans have not been determined, and no written agreements exist with respect to such loans.

While the Company had a working capital deficiency of $25,420,259 as of March 31, 2024, most of its current liabilities are not expected to be repaid from current assets. For example, $19,399,127 of the total current liabilities is related to theprivate investments in public equities ("PIPE")with reduction right liability (as defined below), which is a non-cash item and is not expected to be repaid from current assets. Of the remaining$6,458,295 in accounts payable and accrued expenses, $5,983,947 is related to accrued legal expenses that are payable at the closing of the Lionsgate Business Combination and are not expected to be repaid from current assets.

The Company is a Special Purpose Acquisition Corporation with a Completion Window of June 15, 2024. Although the Company plans to complete the transaction before the Completion Window, there can be no assurance that the Company will be able to consummate a business combination by June 15, 2024. In connection with the Company's assessment of going concern considerations in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," management has determined that if the Company is unable to complete a Business Combination and raise additional funds to alleviate liquidity needs and since the mandatory liquidation deadline is less than 12 months away, there is substantial doubt that the Company will operate as a going concern.

No adjustments have been made to the carrying amounts of assets or liabilities should the Company be required to liquidate after June 15, 2024. Management plans to consummate a Business Combination prior to June 15, 2024; however, there can be no assurance that one will be completed.

NOTE 2-SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited consolidated financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") for financial information and pursuant to the rules and regulations of the SEC. Accordingly, they do not include all of the information and footnotes required by GAAP. In the opinion of management, the unaudited consolidated financial statements reflect all adjustments, which include only normal recurring adjustments necessary for the fair statement of the balances and results for the periods presented. Operating results for the three months ended March 31, 2024 are not necessarily indicative of the results that may be expected through December 31, 2024 or any future periods.

The accompanying unaudited consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Annual Report on Form 10-K filed by the Company with the SEC on February 29, 2024.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of unaudited consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited consolidated financial statements and the reported amounts of expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Two of the more significant accounting estimates included in these financial statements is the determination of the fair value of the warrant liability and PIPE with reduction right liability. Such estimates may be subject to change as more current information becomes available and the actual results could differ significantly from those estimates.

Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. There were no cash equivalents as of March 31, 2024.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Deposit Insurance Corporation limit of $250,000, and investments held in Trust Account. The Company has not experienced losses on these accounts.

Investments Held in Trust Account

The Company's portfolio of investments was comprised solely of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, or investments in money market funds that invest in U.S. government securities, or a combination thereof until January 2024, when the trustee liquidated such investments and moved the proceeds to an interest-bearing demand deposit account. The Company classifies its U.S. Treasury and equivalent securities as held to maturity in accordance with ASC Topic 320, "Investments-Debt and Equity Securities." Held-to-maturity securities are those securities which the Company has the ability and intent to hold until maturity.Held-to-maturity treasury securities are recorded at amortized cost on the accompanying consolidated balance sheets and adjusted for the amortization or accretion of premiums or discounts. Money market funds and demand deposits are presented at fair value at the end of each reporting period (see Note 11).

Offering Costs

Offering costs consisted of underwriting, legal, accounting and other expenses incurred directly related to the Initial Public Offering. Upon completion of the Initial Public Offering, offering costs were allocated to the separable financial instruments issued in the Initial Public Offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with warrant liability were charged to operations. Offering costs allocated to Class A Ordinary Shares were initially charged to temporary equity and then accreted to ordinary shares subject to possible redemption upon the completion of the Initial Public Offering. Offering costs

amounted to $42,130,216, of which $42,110,034 was charged to temporary equity upon the completion of the Initial Public Offering and $20,182 was expensed to the unaudited consolidated statements of operations.

Class A Ordinary Shares Subject to Possible Redemption

The Company accounts for its Class A Ordinary Shares subject to possible redemption in accordance with the guidance in ASC Topic 480, "Distinguishing Liabilities from Equity." Ordinary shares subject to mandatory redemption are classified as a liability instrument and are measured at fair value. Conditionally redeemable ordinary shares (including ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, ordinary shares are classified as shareholders' equity (deficit). The Company's Class A Ordinary Shares feature certain redemption rights that are considered to be outside of the Company's control and subject to occurrence of uncertain future events. Accordingly, at March 31, 2024 and December 31, 2023, Class A Ordinary Shares subject to possible redemption are presented at redemption value as temporary equity, outside of the shareholders' deficit section of the Company's consolidated balance sheets.

The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of Class A Ordinary Shares to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable ordinary shares are affected by charges against additional paid-in capital and accumulated deficit.

As of March 31, 2024 and December 31, 2023, the Class A Ordinary Shares reflected on the consolidated balance sheets are reconciled in the following table:

Gross proceeds	$ 750,000,000
Less:	
Fair value of Public Warrants at issuance	(36,750,000)
Class A Ordinary Share issuance costs	(42,110,034)
Plus:	
Accretion of carrying value to redemption value	123,510,300
Class A Ordinary Shares subject to possible redemption, December 31, 2023	794,650,266
Plus:	
Waiver of offering costs allocated to Class A Ordinary Share subject to possible redemption	17,325,000
Less:	
Accretion of carrying value to redemption value	(7,846,453)
Class A Ordinary Shares subject to possible redemption, March 31, 2024	$ 804,128,813

Derivative Financial Instruments

The Company accounts for derivative financial instruments in accordance with ASC Topic 815, "Derivatives and Hedging". For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value upon issuance and remeasured at each reporting date, with changes in the fair value reported in the unaudited consolidated statements of operations. The classification of derivative financial instruments is evaluated at the end of each reporting period.

The Company accounts for the private placement warrants as liabilities at fair value on the consolidated balance sheets. The private placement warrants are subject to remeasurement at each balance sheet date and any change

in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the exercise or expiration of the private placement warrants. At that time, the portion of the warrant liability related to the private placement warrants will be reclassified to additional paid-in capital.

The Company accounts for the Subscription Agreements (as defined below) as a liability at fair value on the consolidated balance sheets (the "PIPE with reduction right liability"). The Subscription Agreements are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the closing of the transactions contemplated by the Subscription Agreements or expiration of the Subscription Agreements. At that time, the PIPE with reduction right liability will be reclassified to additional paid-in capital.

Income Taxes

The Company accounts for income taxes under ASC 740, "Income Taxes" ("ASC 740"), which prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. There were no unrecognized tax benefits and no amounts accrued for interest and penalties as of March 31, 2024 and December 31, 2023. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company has been subject to income tax examinations by major taxing authorities since inception.

There is currently no taxation imposed on income by the government of the Cayman Islands. In accordance with Cayman income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's consolidated financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "Fair Value Measurements and Disclosures," approximates the carrying amounts represented in the accompanying consolidated balance sheets, primarily due to their short-term nature, except for the warrant liability (see Note 11).

Warrant Liability

The Company accounts for the private placement warrants as liabilities at fair value on the consolidated balance sheets. The private placement warrants are subject to remeasurement at each balance sheet date and any change in fair value is recognized as a component of other income (expense), net on the consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the exercise or expiration of the private placement warrants. At that time, the portion of the warrant liability related to the private placement warrants will be reclassified to additional paid-in capital.

Net Income Per Ordinary Shares

The Company has two classes of shares, Class A Ordinary Shares and Class B Ordinary Shares. Income and losses are shared pro rata between the two classes of shares. The Company complies with accounting and disclosure requirements of ASC Topic 260, "Earnings Per Share". Net income per share is computed by dividing

net income by the weighted average number of ordinary shares outstanding for the period. Accretion associated with the redeemable shares of Class A Ordinary Shares is excluded from earnings per share as the redemption value approximates fair value.

The calculation of diluted income (loss) per share does not consider the effect of the warrants issued in connection with the (i) Initial Public Offering, and (ii) the private placement since the exercise of the warrants is contingent upon the occurrence of future events. The warrants are exercisable to purchase 36,733,333 Class A Ordinary Shares in the aggregate.

For the three months ended March 31, 2024 and 2023, the Company did not have any dilutive securities or other contracts that could, potentially, be exercised or converted into ordinary shares and then share in the earnings of the Company. As a result, diluted net income per share of ordinary shares is the same as basic net income per shares of ordinary shares for the periods presented.

The following table reflects the calculation of basic and diluted net income per ordinary shares for the three months ended March 31, 2024 and 2023:

	For the Three Months Ended March 31, 2024		For the Three Months Ended March 31, 2023	
	Class A	Class B	Class A	Class B
Basic and diluted net income per ordinary shares				
Numerator:				
Allocation of net income	$ 4,129,801	$ 1,032,450	$ 6,406,917	$ 1,601,729
Denominator:				
Basic and diluted weighted average shares outstanding	75,000,000	18,750,000	75,000,000	18,750,000
Basic and diluted net income per ordinary shares	$ 0.06	$ 0.06	$ 0.09	$ 0.09

Fair Value of Financial Instruments

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

Recently Issued Accounting Standards

Management does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the Company's consolidated financial statements.

NOTE 3-INITIAL PUBLIC OFFERING

The Company consummated the Initial Public Offering of 75,000,000 units at $10.00 per unit. Each unit consisted of one Class A Ordinary Share and one-third of one redeemable warrant ("Public Warrant"). Each whole Public Warrant entitled the holder to purchase one Class A Ordinary Share at an exercise price of $11.50 per share, subject to adjustment (see Note 9).

NOTE 4-PRIVATE PLACEMENT

The Sponsor purchased an aggregate of 11,733,333 private placement warrants at a price of $1.50 per private placement warrant, for an aggregate purchase price of $17,600,000, from the Company in a private placement that closed simultaneously with the closing of the Initial Public Offering. Each private placement warrant entitles the holder to purchase one Class A Ordinary Share at $11.50 per share, subject to adjustment (see Note 9). A portion of the proceeds from the sale of the private placement warrants were added to the net proceeds from the Initial Public Offering held in the Trust Account (see Note 6). If the Company does not complete a Business Combination within the Completion Window, the proceeds from the sale of the private placement warrants held in the Trust Account will be used to fund the redemption of the Public Shares (subject to the requirements of applicable law) and the private placement warrants will expire worthless.

NOTE 5-RELATED PARTY TRANSACTIONS

Founder Shares

On November 5, 2021, the Sponsor paid an aggregate of $25,000 to cover certain offering and formation costs of the Company in consideration for 17,250,000 of the Company's Class B Ordinary Shares (the "Founder Shares"). On December 13, 2021, the Company effected a share recapitalization with respect to the Class B Ordinary Shares whereby the Company issued one and one-quarter Class B Ordinary Shares in respect of each outstanding Class B Ordinary Share, resulting in the Sponsor owning 21,562,500 Founder Shares.

The Founder Shares included an aggregate of up to 2,812,500 shares subject to forfeiture by the Sponsor to the extent that the underwriters' over- allotment is not exercised in full or in part, so that the number of Founder Shares will collectively represent 20% of the Company's issued and outstanding shares upon the completion of the Initial Public Offering. On February 19, 2022, 2,812,500 Founder Shares were forfeited because the underwriters did not exercise their over-allotment option, resulting in the Company's Sponsor holding 18,750,000 Founder Shares.

The Sponsor has agreed, subject to limited exceptions, not to transfer, assign or sell any of its Founder Shares until the earlier to occur of (A) one year after the completion of a Business Combination; and (B) subsequent to a Business Combination, (x) if the closing price of the Class A Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share sub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period, provided such release shall not occur earlier than 180 days after a Business Combination, or (y) the date on which the Company completes a liquidation, merger, amalgamation, share exchange, reorganization or other similar transaction that results in all of the Company's shareholders having the right to exchange their Class A Ordinary Shares for cash, securities or other property.

Promissory Note

On November 5, 2021, the Company issued the promissory note to the Sponsor, pursuant to which the Company may borrow up to an aggregate principal amount of $300,000 (the "Promissory Note"). The Promissory Note is

non-interest bearing and payable on the earlier of (i) December 31, 2022 or (ii) the completion of the Initial Public Offering. As of December 31, 2021, there was $300,000 outstanding under the Promissory Note. On January 11, 2022, the amount outstanding under the Promissory Note was repaid in full, and borrowings under the Promissory Note are no longer available.

Due to Sponsor

As of December 31, 2021, the amount due to the Sponsor was $14,537. The amounts were unpaid reimbursements of offering costs paid by the Sponsor on behalf of the Company. On January 11, 2022, the amount outstanding due to the Sponsor was repaid in full.

Administrative Services Agreement

The Company entered into an agreement with the Sponsor and Global Eagle Acquisition LLC ("GEA"), an entity affiliated with the Sponsor and the members of the Company's management team, pursuant to which, commencing on January 5, 2022, it agreed to pay GEA $15,000 per month for office space, utilities, secretarial and administrative support services. Upon completion of a Business Combination or its liquidation, the Company will cease paying these monthly fees. During the three months ended March 31, 2024 and 2023, the Company incurred $15,000 and $45,000, respectively, in expenses for services provided by the Sponsor in connection with the aforementioned agreement. As of March 31, 2024 and December 31, 2023, $15,000 and $45,000, respectively, are included in accounts payable and accrued expenses in the accompanying consolidated balancesheets, respectively.

In addition, the Company has agreed that it will indemnify the Sponsor from any claims arising out of or relating to the Initial Public Offering or the Company's operations or conduct of the Company's business or any claim against the Sponsor alleging any expressed or implied management or endorsement by the Sponsor of any of the Company's activities or any express or implied association between the Sponsor and the Company or any of its affiliates, which agreement will provide that the indemnified parties cannot access the funds held in the Trust Account.

Related Party Loans

In order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). Such Working Capital Loans would be evidenced by promissory notes. The notes may be repaid upon completion of a Business Combination, without interest. In the event that a Business Combination does not close, the Company may use a portion of proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. On May 7, 2024, the Company issued a promissory note to the Sponsor in connection with the Working Capital Loans with a principal amount of up to $2.0 million. See note 12 for additional information. There have been no borrowings under this arrangement to date.

NOTE 6-TRUST ACCOUNT

A total of $750,000,000, which includes $735,000,000 of the net proceeds from the Public Offering and $15,000,000 from the sale of the private placement warrants, has been placed in the Trust Account.

As of March 31, 2024, investment securities in the Company's Trust Account consisted of $804,228,813 in a demand deposit account. As of December 31, 2023, investment securities in the Company's Trust Account consisted of $794,750,266 in money market funds. The Company classifies its Treasury Instruments and equivalent securities as held to maturity in accordance with ASC 320, "Investments-Debt and Equity Securities".

Held-to-maturity securities are those securities which the Company has the ability and intent to hold until maturity.Held-to-maturity treasury securities are recorded at amortized cost on the accompanying consolidated balance sheets and adjusted for the amortization or accretion of premiums or discounts.

In January 2022, the Company adopted the FASB-issued ASUNo. 2016-13, "Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments," which requires an entity to utilize a new impairment model known as the current expected credit loss ("CECL") model to estimate its lifetime "expected credit loss" and record an allowance that, when deducted from the amortized cost basis of the financial asset, presents the net amount expected to be collected on the financial asset. The CECL model is to result in more timely recognition of credit losses. This guidance also requires new disclosures for financial assets measured at amortized costs, loans, and available-for-sale debt securities. The adoption of this standard did not have a material effect on the Company's operating results or financial position as the only securities to which this standard applies are the Treasury Bills, which the Company deemed to have no credit losses.

The following table presents fair value information as of December 31, 2023 and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. Since all of the Company's permitted investments consist of a money market fund and a demand deposit account, fair values of its investments are determined by Level 1 inputs utilizing quoted prices (unadjusted) in active markets for identical assets as follows:

	Quoted Prices in Active Markets (Level 1)
Money market fund as of December 31, 2023	$ 794,750,266

Transfers to/from Levels 1, 2, and 3 are recognized at the end of the reporting period. There wereno transfers between levels for the three months ended March 31, 2024. The Company uses inputs such as actual trade data, benchmark yields, quoted market prices from dealers or brokers, and other similar sources to determine the fair value of its investments.

NOTE 7-COMMITMENTS AND CONTINGENCIES

Registration Rights

The holders of the Founder Shares, private placement warrants and warrants that may be issued upon conversion of the Working Capital Loans (and any Class A Ordinary Shares issuable upon the exercise of the private placement warrants and warrants that may be issued upon conversion of Working Capital Loans and upon conversion of the Founder Shares) are entitled to registration rights pursuant to a registration rights agreement to be signed prior to or on the effective date of the Initial Public Offering requiring the Company to register a sale of any of the securities held by them, including any other securities of the Company acquired by them prior to the consummation of the Company's initial Business Combination. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company register such securities. In addition, the holders have certain "piggyback" registration rights with respect to registration statements filed subsequent to the completion of a Business Combination. The Company bears the expenses incurred in connection with the filing of any such registration statements.

Risks and Uncertainties

United States and global markets are experiencing volatility and disruption following the geopolitical instability resulting from the ongoing Russia-Ukraine conflict and the recent escalation of the Israel-Hamas conflict. In response to the ongoing Russia-Ukraine conflict, the North Atlantic Treaty Organization ("NATO") deployed additional military forces to eastern Europe, and the United States, the United Kingdom, the European Union and other countries have announced various sanctions and restrictive actions against Russia, Belarus and related

individuals and entities, including the removal of certain financial institutions from the Society for Worldwide Interbank Financial Telecommunication payment system. Certain countries, including the United States, have also provided and may continue to provide military aid or other assistance to Ukraine and to Israel, increasing geopolitical tensions among a number of nations. The invasion of Ukraine by Russia and the escalation of the Israel-Hamas conflict and the resulting measures that have been taken, and could be taken in the future, by NATO, the United States, the United Kingdom, the European Union, Israel and its neighboring states and other countries have created global security concerns that could have a lasting impact on regional and global economies. Although the length and impact of the ongoing conflicts are highly unpredictable, they could lead to market disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions and increased cyberattacks against U.S. companies. Additionally, any resulting sanctions could adversely affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets.

Any of the above mentioned factors, or any other negative impact on the global economy, capital markets or other geopolitical conditions resulting from the Russian invasion of Ukraine, the escalation of the Israel-Hamas conflict and subsequent sanctions or related actions, could adversely affect the Company's search for an initial business combination and any target business with which the Company may ultimately consummate an initial business combination.

Underwriting Agreement

The Company had granted the underwriters a 45-day option to purchase up to 11,250,000 additional Units to cover over-allotments at the Initial Public Offering price, less the underwriting discounts and commissions. On February 19, 2022, the option lapsed because the underwriters did not exercise their over-allotment option.

In addition, the underwriters were entitled to a deferred fee of $0.35 per Unit, or $26,250,000 in the aggregate. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

On January 3, 2024, in consideration of Citigroup Global Markets Inc.'s ("Citi") engagement as the Company's financial advisor and placement agent in the PIPE financing raised in connection with the Lionsgate Business Combination, and the fees it is expected to receive in connection with such roles, Citi agreed to make adjustments to its entitlement to a portion of the $26,250,000 deferred underwriting fee payable to it pursuant to the terms of that certain underwriting agreement, dated January 5, 2022 (the "Underwriting Agreement"), by and between the Company and Goldman Sachs & Co. LLC ("Goldman Sachs") and Citi, as representatives of the underwriters, which deferred underwriting fee would have been due upon the closing of the Lionsgate Business Combination. Such adjustments modified Citi's entitlement to its portion of the deferred underwriting fee to be equal to a specific percentage of the amount remaining in the Trust Account, after giving effect to the redemption rights exercised by the Company's public shareholders and certain other adjustments. Each of Citi and Morgan Stanley & Co. LLC ("Morgan Stanley"), are serving as co-placement agents in the PIPE and for such role will receive a fee equal to a specific percentage of the total funds raised in the PIPE. Morgan Stanley will also receive an incremental fee equal to a specific percentage of the amount remaining in the Trust Account at the closing of the Lionsgate Business Combination.

In addition, on January 3, 2024, the Company received a letter from Goldman Sachs whereby Goldman Sachs waived its entitlement to its portion of the $26,250,000 deferred underwriting fee payable pursuant to the Underwriting Agreement. The Company did not seek out the reasons why Goldman Sachs waived its deferred underwriting fee, despite Goldman Sachs having already completed its services under the Underwriting Agreement. Goldman Sachs received no additional consideration for the waiver of its entitlement to the deferred underwriting fee. Upon receipt of the waiver, offering costs of $17,325,000 were adjusted to temporary equity on the accompanying consolidated statements of changes in shareholders' deficit.

NOTE 8-SHAREHOLDERS' DEFICIT

Preference Shares - The Company is authorized to issue 1,000,000 preference shares with a par value of $0.0001 per share. The Company's board of directors will be authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. The board of directors will be able to, without shareholder approval, issue preference shares with voting and other rights that could adversely affect the voting power and other rights of the holders of the ordinary shares and could have anti-takeover effects. At March 31, 2024 and December 31, 2023, there were no preference shares issued or outstanding.

Class A Ordinary Shares - The Company is authorized to issue 400,000,000 Class A Ordinary Shares, with a par value of $0.0001 per share. Holders of Class A Ordinary Shares are entitled to one vote for each share. At March 31, 2024 and December 31, 2023, there were75,000,000 Class A Ordinary Shares issued and outstanding subject to possible redemption.

Class B Ordinary Shares - The Company is authorized to issue 80,000,000 Founder Shares, with a par value of $0.0001 per share. Holders of the Founder Shares are entitled to one vote for each share. On November 5, 2021, the Sponsor paid an aggregate of $25,000 to cover certain offering and formation costs of the Company in consideration for 17,250,000 of the Company's Class B Ordinary Shares (the "Founder Shares"). On December 13, 2021, the Company effected a share recapitalization with respect to the Founder Shares whereby the Company issued one and one-quarter Founder Shares in respect of each outstanding Founder Share, resulting in the Sponsor owning 21,562,500 Founder Shares. The Founder Shares included an aggregate of up to2,812,500 shares subject to forfeiture by the Sponsor to the extent that the underwriters' over-allotment was not exercised in full or in part, so that the number of Founder Shares would collectively represent 20% of the Company's issued and outstanding shares upon the completion of the Initial Public Offering. On February 19, 2022, 2,812,500 Founder Shares were forfeited because the underwriters did not exercise their over-allotment option, resulting in the Sponsor holding 18,750,000 Founder Shares.

Holders of the Founder Shares will be entitled to vote on the appointment and removal of directors or continuing the Company in a jurisdiction outside the Cayman Islands (including any special resolution required to amend the constitutional documents of the Company or to adopt new constitutional documents of the Company, in each case, as a result of the Company approving a transfer by way of continuation in a jurisdiction outside the Cayman Islands). On any other matter submitted to a vote of the shareholders prior to or in connection with the completion of the initial Business Combination, holders of the Founder Shares and holders of the Class A Ordinary Shares will vote together as a single class, except as required by law.

The Founder Shares will automatically convert into Class A Ordinary Shares concurrently with or immediately following the completion of a Business Combination on a one-for-one basis, subject to adjustment. In the case that additional Class A Ordinary Shares or equity-linked securities are issued or deemed issued in connection with a Business Combination, the number of Class A Ordinary Shares issuable upon conversion of all Founder Shares will equal, in the aggregate, 20% of the total number of Class A Ordinary Shares outstanding after such conversion (after giving effect to any redemptions of Class A Ordinary Shares by public shareholders), including the total number of Class A Ordinary Shares issued, or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of a Business Combination, excluding any Class A Ordinary Shares or equity-linked securities exercisable for or convertible into Class A Ordinary Shares issued, or to be issued, to any seller in a Business Combination and any private placement warrants issued to the Sponsor, officers or directors upon conversion of Working Capital Loans; provided that such conversion of Founder Shares will never occur on a less than one-for-one basis.

NOTE 9-WARRANTS

As of March 31, 2024 and December 31, 2023, the Company has25,000,000 Public Warrants and 11,733,333 private placement warrants outstanding. The Public Warrants may only be exercised for a whole number of shares. No fractional warrants will be issued upon separation of the Units and only whole warrants will trade. The Public Warrants will become exercisable 30 days after the completion of a Business Combination. The Public Warrants will expire five years from the completion of a Business Combination, or earlier upon redemption or liquidation.

The Company will not be obligated to deliver any Class A Ordinary Shares pursuant to the exercise of a Public Warrant and will have no obligation to settle such Public Warrant exercise unless a registration statement under the Securities Act with respect to the Class A Ordinary Shares underlying the warrants is then effective and a prospectus relating thereto is current, subject to the Company satisfying its obligations with respect to registration. No warrant will be exercisable and the Company will not be obligated to issue a Class A Ordinary Share upon exercise of a warrant unless the Class A Ordinary Share issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the warrants.

The Company has agreed that as soon as practicable, but in no event later than20 business days after the closing of a Business Combination, it will use its commercially reasonable efforts to file with the SEC a post-effective amendment to the registration statement for the Company's Initial Public Offering or a new registration statement for the registration, under the Securities Act, of the Class A Ordinary Shares issuable upon exercise of the warrants. The Company will use its best efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the warrants in accordance with the provisions of the warrant agreement. If a registration statement covering the Class A Ordinary Shares issuable upon exercise of the warrants is not effective by the 60th business day after the closing of a Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption.

In addition, if the Class A Ordinary Shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of the Public Warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company elects to do so, the Company will not be required to file or maintain in effect a registration statement, but it will use its best efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

Once the warrants become exercisable, the Company may redeem the outstanding Public Warrants:

(1) in whole and not in part;

(2) at a price of $0.01 per Public Warrant;

(3) upon not less than 30 days' prior written notice of redemption to each warrant holder; and

(4) if, and only if, the reported closing price of the ordinary shares equals or exceeds $18.00 per share (as adjusted for sharesub-divisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending three business days before the Company send to the notice of redemption to the warrant holders.

If and when the warrants become redeemable by the Company, the Company may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws.

If the Company calls the Public Warrants for redemption, as described above, its management will have the option to require any holder that wishes to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement. The exercise price and number of ordinary shares issuable upon exercise of the Public Warrants may be adjusted in certain circumstances including in the event of a share dividend, extraordinary dividend or recapitalization, reorganization, merger or consolidation. However, except as described below, the Public Warrants will not be adjusted for issuances of ordinary shares at a price below its exercise price. Additionally, in no event will the Company be required to net cash settle the Public Warrants. If the Company is unable to complete a Business Combination within the Completion Window and the Company liquidates the funds held in the Trust Account, holders of Public Warrants will not receive any of such funds with respect to their Public Warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with respect to such Public Warrants. Accordingly, the Public Warrants may expire worthless.

The private placement warrants will be identical to the public warrants underlying the Units being sold in the Initial Public Offering, except that (i) the private placement warrants will not be redeemable by the Company, (ii) the private placement warrants and the Class A Ordinary Shares issuable upon the exercise of the private placement warrants will not be transferable, assignable or salable until 30 days after the completion of a Business Combination, subject to certain limited exceptions, (iii) the private placement warrants will be exercisable on a cashless basis, (iv) will use a different Black-Scholes Warrant Model for purposes of calculating the Black-Scholes Warrant Value (as defined in the Warrant Agreement) and (v) the private placement warrants and the Class A Ordinary Shares issuable upon exercise of the private placement warrants will be entitled to registration rights. If the private placement warrants are held by someone other than the initial purchasers or their permitted transferees, the private placement warrants will be redeemable by the Company and exercisable by such holders on the same basis as the Public Warrants.

NOTE 10-PIPE WITH REDUCTION RIGHT LIABILITY

Concurrently with the execution of the Business Combination Agreement, the Company, New SEAC and Lions Gate Parent entered into subscription agreements with certain institutional and accredited investors (the "PIPE Investors" and the subscription agreements, the "Initial Subscription Agreements") pursuant to which the PIPE Investors have agreed, subject to the terms and conditions set forth therein, to subscribe for and purchase from Pubco, immediately following the Amalgamations, an aggregate of approximately 18,172,378 Pubco Common Shares (the "PIPE Shares"), at a purchase price of $9.63 per share, for an aggregate cash amount of $175,000,000.

The Initial Subscription Agreements have a variable amount of shares at settlement to the extent the PIPE Investors exercise their Reduction Right, subject to certain other conditions. Pursuant to the Initial Subscription Agreements, a PIPE Investor may elect to reduce the number of PIPE Shares it is obligated to purchase under its Initial Subscription Agreement (the "Reduction Right"), on a one-for-one basis, up to the total amount of PIPE Shares subscribed thereunder, to the extent a PIPE Investor (i) purchases Class A Ordinary Shares in open market transactions at a price of less than the Closing redemption price per share prior to the record date established for voting at the extraordinary general meeting of the Company's shareholders (the "SEAC Shareholders' Meeting") (the "Open Market Purchase Shares"), subject to certain conditions, and (ii) beneficially owned any Class A Ordinary Shares as of the date of its Initial Subscription Agreement, subject to certain conditions (both as described above). If such PIPE Investors exercise their Reduction Right and meet these conditions, then for every Class A Ordinary Share for which such PIPE Investor exercises its Reduction Right, such PIPE Investor will be entitled to purchase from the Company 0.1111 newly issued Class A Ordinary Shares at a purchase price of $0.0001 per share, which shares will be issued by the Company prior to the SEAC Merger (the "Reduction Right Shares").

If the Reduction Right is exercised by any PIPE Investors, this would result in the Company raising additional incremental common equity proceeds relative to the aggregate cash PIPE proceeds of $175,000,000 and issuing Reduction Right Shares. The Initial Subscription Agreements were evaluated under ASC 815 and meet the

criteria for liability classification since the shares in the settlement are variable based on an input not considered to be inputs to the fair value of a fixed-for-fixed forward or option on equity shares. As such, the PIPE with reduction right liability is recorded at its initial fair value on the date the Company entered the Initial Subscription Agreements (or December 22, 2023), and each balance sheet date thereafter. Changes in the estimated fair value of the liability are recognized as a non-cash gain or loss on the statements of operations. The fair value of the liability is discussed in Note 11. This liability will cease to exist upon the earlier of the closing of the transactions contemplated by the Initial Subscription Agreements or expiration of the Initial Subscription Agreements. For the avoidance of doubt, the PIPE reflects common equity in the pro forma, combined company and will be accounted for as such after the closing of the Lionsgate Business Combination.

NOTE 11-RECURRING FAIR VALUE MEASUREMENT

As of March 31, 2024, investment securities in the Company's Trust Account consisted of $804,228,813 in a demand deposit account. As of December 31, 2023, investment securities in the Company's Trust Account consisted of $794,750,266 in a money market fund. See Note 6 for fair value information for the Trust Account.

The fair value of private placement warrants was initially and subsequently measured at fair value using a Black-Scholes Option Pricing Model. For the three months ended March 31, 2024, the Company recognized a gain resulting from a decrease in the fair value of the private placement warrants of $234,667. The gain from change in fair value of the private placement warrants are presented as change in fair value of warrant liability in the accompanying unaudited consolidated statement of operations. For the three months ended March 31, 2023, the Company recognized a gain resulting from a decrease in the fair value of the private placement warrants of $469,333, presented as change in fair value of warrant liability in the accompanying unaudited consolidatedstatement of operations.

The following table sets forth by level within the fair value hierarchy the Company's liability that was accounted for at fair value on a recurring basis:

	(Level 1)	(Level 2)	(Level 3)
Private placement warrants as of March 31, 2024	$ —	$ —	$ 234,667
PIPE with reduction right liability as of March 31, 2024	$ —	$ —	$19,399,127

	(Level 1)	(Level 2)	(Level 3)
Private placement warrants as of December 31, 2023	$ —	$ —	$ 469,333
PIPE with reduction right liability as of December 31, 2023	$ —	$ —	$18,253,010

The following table provides quantitative information regarding Level 3 fair value measurements inputs as of their measurement dates:

	March 31, 2024	December 31, 2023
Ordinary share price	$ 10.70	$ 10.60
Exercise price	$ 11.50	$ 11.50
Volatility	40%	45%
Term	5.11	5.28
Risk-free rate	4.21%	3.85%
Dividend yield	0%	0%
Probability of completing Lionsgate Business Combination[1]	94.9%	91.0%
Probability of completing a different business combination	0.6% [2]	0.8% [3]

Note: The private placement will be forfeited for no consideration if the announced Lionsgate Business Combination is completed (estimated probability of 94.9% as of March 31, 2024).

(1) Estimated by solving for the implied probability of completing the Lionsgate Business Combination based on the public warrant price and the contemplated exchange price of $0.50, adjusted for the time value of money.

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(2) Derived as follows: 11%*(1-94.9%), where 11% represents the probability of completing a different business combination based on public trading of rights for special purpose acquisition companies and 94.9% represents the probability of completing the Lionsgate Business Combination.

(3) Derived as follows: 9%*(1-91%), where 9% represents the probability of completing a different business combination based on public trading of rights for special purpose acquisition companies and 91% represents the probability of completing the Lionsgate Business Combination.

The change in the fair value of the warrant liabilities for the three months ended March 31, 2024 and 2023 is summarized as follows:

Level 3 Derivative warrant liability at December 31, 2023	$ 469,333
Change in fair value of derivative warrant liability	(234,666)
Level 3 Derivative warrant liability at March 31, 2024	$ 234,667
Level 3 Derivative warrant liability at December 31, 2022	$3,285,333
Change in fair value of derivative warrant liability	(469,333)
Level 3 Derivative warrant liability at March 31, 2023	$2,816,000

The following table provides quantitative information regarding Level 3 fair value measurement inputs for the PIPE with reduction right liability as of their measurement dates:

Inputs:	As of March 31, 2024	As of December 31, 2023
Ordinary share stock price	$ 10.70	$ 10.60
Term[(1)]	0.11	0.28
Risk-free rate of interest[(2)]	5.37%	5.20%
Probability of completing the Lionsgate Business Combination[(3)]	94.9%	91%

(1) Assumes the transaction closes on May 10, 2024 as of March 31, 2024 and April 10, 2024 as of December 31, 2023.
(2) Reflects 1-month U.S. treasury bill rate as of March 31, 2024 and3-month U.S. treasury bill rate as of December 31, 2023.
(3) Estimated by solving for the implied probability of completing the Lionsgate Business Combination based on the public warrant price and the contemplated exchange price of $0.50, adjusted for the time value of money.

The change in the fair value of the PIPE with reduction right liability for the quarter ended March 31, 2024 is summarized as follows:

Level 3 PIPE reduction right liability December 31, 2022	$ —
Issuance of PIPE with reduction right liability on December 22, 2023	18,797,300
Change in fair value of PIPE reduction right liability	(544,290)
Level 3 PIPE reduction right liability December 31, 2023	18,253,010
Change in fair value of PIPE reduction right liability	1,146,117
Level 3 PIPE reduction right liability March 31, 2024	$ 19,399,127

NOTE 12-SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions that occurred after the consolidated balance sheet date up to the date that the financial statements were issued. Based upon this review, other than as noted below, the Company did not identify any subsequent events, that have occurred that would require adjustments to the disclosures in the consolidated financial statements.

On April 9, 2024, the Company held the Extension Meeting at which the Company received approval to amend its Articles to, among other things, extend the date by which the Company must consummate a Business Combination from April 10, 2024 to June 15, 2024. In connection with the Extension Meeting, holders of 57,824,777 Public Shares properly exercised their right to redeem such shares for cash at a redemption price of approximately $10.74 per share, representing an aggregate of approximately $620.8 million. After the satisfaction of such redemptions, the balance in the Trust Account was approximately $184.4 million.

On April 11, 2024, the Business Combination Agreement was amended to, among other things, (i) upsize the PIPE from $175,000,000 to $225,000,000; (ii) upsize the amount of aggregate transaction proceeds to be no greater than $409,500,000 and no less than $350,000,000, from the prior requirement of $350,000,000 in aggregate transaction proceeds; and (iii) based on the net cash in the Trust Account following the Extension Meeting, remove the provisions requiring cash to potentially be paid to non-redeeming holders of Public Shares as part of the merger consideration for their Class A Ordinary Shares, which requirement had been intended to limit dilution of Lions Gate Parent's ownership in the combined company, and instead provide that the holders of Public Shares who do not redeem their Class A Ordinary Shares at the extraordinary general meeting of the Company's shareholders to be held to approve the Lionsgate Business Combination will receive only common shares of Pubco ("Pubco Common Shares") in exchange for their Class A Ordinary Shares on a one-for-one basis.

On April 11, 2024, the Company, Pubco and Lions Gate Parent entered into an additional Subscription Agreement (the "Additional Subscription Agreement" and together with the Initial Subscription Agreements, the "Subscription Agreements"), pursuant to which an additional PIPE Investor agreed to purchase from Pubco an aggregate of approximately 4,918,839 Pubco Common Shares at a purchase price of $10.165 per share, for an aggregate cash amount of $50,000,000. The Additional Subscription Agreement is in substantially the same form as the Initial Subscription Agreement, expect that it does not provide the reduction right to the investor therein.

On April 24, 2024, SEAC and Pubco entered into share purchase and non-redemption agreements (the "Non-Redemption Agreements") with certain investors, pursuant to which such investors agreed, among other things, to (i) certify that they had purchased an aggregate of approximately $20 million of Public Shares in the open market at a price no greater than the Redemption Price (as defined in the Articles), no later than one business day prior to the mailing date of the registration statement on Form S-4 (the "Registration Statement") filed by Pubco with the SEC relating to the Lionsgate Business Combination (such shares, the "Purchase Commitment Shares"); (ii) not redeem the Purchase Commitment Shares; (iii) not vote the Purchase Commitment Shares in favor of any of the proposals presented at the SEAC Shareholders' Meeting (as defined herein); and (iv) not transfer any Purchase Commitment Shares or NRA Additional Shares (as defined below) held by them until the earlier of (x) the consummation of the Business Combination, (y) the termination of the Business Combination Agreement in accordance with its terms and (z) the termination of the Non-Redemption Agreements in accordance with their terms. Pursuant to the Non-Redemption Agreements, if the investors meet the foregoing conditions, then, for every Purchase Commitment Share purchased by such investors thereunder, such investors will be entitled to purchase from the Company 0.0526 newly issued Class A Ordinary Shares, at a purchase price of $0.0001 per whole share, which shares will be issued by the Company prior to the SEAC Merger (the "NRA Additional Shares").

On May 7, 2024, the Company issued a promissory note to the Sponsor with a principal amount of up to $2.0 million to cover advancements made by the Sponsor to finance certain transaction expenses on behalf of the Company (the "Note"). The Note bears no interest and is repayable in full upon the earlier of (a) the date of the consummation of the Company's Business Combination, and (b) the date of the Company's liquidation. If the Company does not consummate a Business Combination, the Note will be repaid only from funds held outside of the Trust Account (to the extent there are any) or will be forfeited, eliminated or otherwise forgiven.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Lions Gate Entertainment Corp.

Opinion on the Financial Statements

We have audited the accompanying combined balance sheets of the Studio Business of Lions Gate Entertainment Corp. (the Company) as of March 31, 2023 and 2022, the related combined statements of operations, comprehensive income (loss), equity (deficit) and cash flows for each of the three years in the period ended March 31, 2023, and the related notes (collectively referred to as the "combined financial statements"). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company at March 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended March 31, 2023, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the combined financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

	Pre-release Film Impairments
Description of the Matter	As disclosed in Note 1 to the combined financial statements, Investment in Films and Television Programs is stated at the lower of unamortized cost or estimated fair value. As disclosed in Note 3 to the combined financial statements, total impairment charges on investment in films and television programs related to theatrical films were $6.2 million for the year ended March 31, 2023 and the unamortized balance related to completed and not released and in progress theatrical films was $561.5 million at March 31, 2023. Auditing the Company's impairment evaluation for theatrical films prior to release is challenging and subjective as the key assumptions in the analysis include estimates of future anticipated revenues and box office performance, which may differ from future actual results. These estimates are based in part on the historical performance of similar films, test audience results when available, information regarding competing film releases, and critic reviews.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's theatrical impairment review process. For example, we tested controls over management's review of unreleased theatrical films for indicators of impairment and management's determination of the significant assumptions mentioned above. To test the assessment of unreleased theatrical films for impairment, our audit procedures included, among others, evaluating unreleased theatrical films for indicators of impairment and testing the completeness and accuracy of the underlying data as well as the significant assumptions mentioned above. For example, we assessed management's assumptions by comparing them to historical performance of comparable films and to current operating information, we evaluated test audience results when available, and we considered the historical accuracy of management's estimates. We also performed sensitivity analyses to evaluate the potential changes in the expected profitability of unreleased films resulting from reasonable changes in the assumptions.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2001.

Los Angeles, California
July 12, 2023

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STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

COMBINED BALANCE SHEETS

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
ASSETS		
Cash and cash equivalents	$ 210.9	$ 256.9
Accounts receivable, net	527.0	398.6
Due from Starz Business (Note 20)	157.6	126.8
Other current assets	256.5	229.7
Total current assets	1,152.0	1,012.0
Investment in films and television programs, net	1,786.7	1,867.9
Property and equipment, net	23.8	30.0
Investments	64.7	56.0
Intangible assets	26.9	32.6
Goodwill	795.6	795.6
Other assets	563.0	531.6
Total assets	$ 4,412.7	$ 4,325.7
LIABILITIES		
Accounts payable	$ 251.1	$ 197.0
Content related payables	26.6	36.8
Other accrued liabilities	215.4	167.2
Participations and residuals	524.4	450.8
Film related obligations	923.7	659.5
Debt—short term portion	41.4	222.8
Deferred revenue	126.2	153.0
Total current liabilities	2,108.8	1,887.1
Debt	1,202.2	1,236.3
Participations and residuals	329.6	265.1
Film related obligations	1,016.4	645.9
Other liabilities	120.9	163.4
Deferred revenue	52.0	49.8
Deferred tax liabilities	18.1	16.4
Total liabilities	4,848.0	4,264.0
Commitments and contingencies (Note 17)		
Redeemable noncontrolling interests	343.6	321.2
EQUITY (DEFICIT)		
Parent net investment	(881.9)	(271.5)
Accumulated other comprehensive income	101.5	10.2
Total parent equity (deficit)	(780.4)	(261.3)
Noncontrolling interests	1.5	1.8
Total equity (deficit)	(778.9)	(259.5)
Total liabilities, redeemable noncontrolling interest and equity (deficit)	$ 4,412.7	$ 4,325.7

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

COMBINED STATEMENTS OF OPERATIONS

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Revenues:			
Revenue	$ 2,308.3	$ 2,068.1	$ 1,708.8
Revenue—Starz Business (Note 20)	775.5	648.2	204.1
Total revenues	3,083.8	2,716.3	1,912.9
Expenses:			
Direct operating	2,207.9	1,922.1	1,220.0
Distribution and marketing	304.2	315.2	216.7
General and administration	387.0	342.7	342.0
Depreciation and amortization	17.9	18.1	17.2
Restructuring and other	27.2	6.3	21.1
Total expenses	2,944.2	2,604.4	1,817.0
Operating income	139.6	111.9	95.9
Interest expense	(162.6)	(115.0)	(109.7)
Interest and other income	6.4	28.0	6.1
Other expense	(21.2)	(8.6)	(4.7)
Loss on extinguishment of debt	(1.3)	(3.4)	—
Gain on investments, net	44.0	1.3	0.6
Equity interests income (loss)	0.5	(3.0)	(6.1)
Income (loss) before income taxes	5.4	11.2	(17.9)
Income tax provision	(14.3)	(17.3)	(17.3)
Net loss	(8.9)	(6.1)	(35.2)
Less: Net loss attributable to noncontrolling interests	8.6	17.2	15.6
Net income (loss) attributable to Parent	$ (0.3)	$ 11.1	$ (19.6)

See accompanying notes.

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STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Net loss	$ (8.9)	$ (6.1)	$ (35.2)
Foreign currency translation adjustments, net of tax	(2.2)	(4.6)	4.5
Net unrealized gain on cash flow hedges, net of tax	93.5	117.2	119.0
Comprehensive income	82.4	106.5	88.3
Less: Comprehensive loss attributable to noncontrolling interest	8.6	17.2	15.6
Comprehensive income attributable to Parent	$91.0	$123.7	$103.9

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

COMBINED STATEMENTS OF EQUITY (DEFICIT)

	Parent Net Investment	Accumulated Other Comprehensive Income (Loss)	Total Parent Equity (Deficit)	Non-controlling Interests (a)	Total Equity (Deficit)
			(Amounts in millions)		
Balance at March 31, 2020	$ (242.0)	$ (225.9)	$ (467.9)	$ 2.0	$ (465.9)
Net income (loss)	(19.6)	—	(19.6)	0.2	(19.4)
Net transfers from Parent	174.2	—	174.2	—	174.2
Noncontrolling interests	—	—	—	(0.6)	(0.6)
Redeemable noncontrolling interests adjustment to redemption value	(47.1)	—	(47.1)	—	(47.1)
Other comprehensive income	—	123.5	123.5	—	123.5
Balance at March 31, 2021	$ (134.5)	$ (102.4)	$ (236.9)	$ 1.6	$ (235.3)
Net income	11.1	—	11.1	0.5	11.6
Net transfers to Parent	(49.5)	—	(49.5)	—	(49.5)
Noncontrolling interests	—	—	—	(0.3)	(0.3)
Redeemable noncontrolling interests adjustment to redemption value	(98.6)	—	(98.6)	—	(98.6)
Other comprehensive income	—	112.6	112.6	—	112.6
Balance at March 31, 2022	$ (271.5)	$ 10.2	$ (261.3)	$ 1.8	$ (259.5)
Net income (loss)	(0.3)	—	(0.3)	0.6	0.3
Net transfers to Parent	(550.4)	—	(550.4)	—	(550.4)
Noncontrolling interests	—	—	—	(0.9)	(0.9)
Redeemable noncontrolling interests adjustment to redemption value	(59.7)	—	(59.7)	—	(59.7)
Other comprehensive income	—	91.3	91.3	—	91.3
Balance at March 31, 2023	$ (881.9)	$ 101.5	$ (780.4)	$ 1.5	$ (778.9)

(a) Excludes redeemable noncontrolling interests, which are reflected in temporary equity (see Note 11).

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

COMBINED STATEMENTS OF CASH FLOWS

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Operating Activities:			
Net loss	$ (8.9)	$ (6.1)	$ (35.2)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	17.9	18.1	17.2
Amortization of films and television programs	1,649.3	1,497.5	746.0
Other impairments	5.9	—	—
Amortization of debt financing costs and other non-cash interest	21.8	46.5	41.0
Non-cash share-based compensation	73.4	70.2	58.0
Other amortization	59.9	82.5	67.3
Loss on extinguishment of debt	1.3	3.4	—
Equity interests income (loss)	(0.5)	3.0	6.1
Gain on investments	(44.0)	(1.3)	(0.6)
Deferred income taxes	1.6	1.2	1.9
Changes in operating assets and liabilities:			
Proceeds from the termination of interest rate swaps	188.7	—	—
Accounts receivable, net	(136.7)	(33.0)	156.9
Investment in films and television programs, net	(1,568.4)	(1,750.1)	(1,181.9)
Other assets	(44.9)	(207.0)	(15.2)
Accounts payable and accrued liabilities	57.4	(40.6)	(64.9)
Participations and residuals	138.3	(73.4)	(53.4)
Content related payables	(10.7)	4.0	(9.2)
Deferred revenue	(24.5)	(4.8)	38.4
Due from Starz Business	(30.8)	(45.1)	(4.8)
Net Cash Flows Provided By (Used In) Operating Activities	346.1	(435.0)	(232.4)
Investing Activities:			
Proceeds from the sale of equity method and other investments	46.3	1.5	5.1
Investment in equity method investees and other	(17.5)	(14.0)	(0.2)
Distributions from equity method investees and other	1.9	7.2	—
Acquisition of assets (film library and related assets)	—	(161.4)	—
Increase in loans receivable	—	(4.3)	—
Purchases of accounts receivables held for collateral	(183.7)	(172.9)	(212.5)
Receipts of accounts receivables held for collateral	190.8	169.3	217.5
Capital expenditures	(6.5)	(6.1)	(10.2)
Net Cash Flows Provided By (Used In) Investing Activities	31.3	(180.7)	(0.3)
Financing Activities:			
Debt—borrowings, net of debt issuance and redemption costs	1,523.0	1,494.3	200.0
Debt—repurchases and repayments	(1,745.8)	(1,629.5)	(265.0)
Film related obligations—borrowings	1,584.7	1,083.0	392.5
Film related obligations—repayments	(956.5)	(272.6)	(53.0)
Financing component of interest rate swaps	(134.5)	(28.5)	(22.3)
Purchase of noncontrolling interest	(36.5)	—	—
Distributions to noncontrolling interest	(7.6)	(1.5)	(3.4)
Parent net investment	(621.3)	(119.7)	116.2
Net Cash Flows Provided By (Used In) Financing Activities	(394.5)	525.5	365.0
Net Change In Cash, Cash Equivalents and Restricted Cash	(17.1)	(90.2)	132.3
Foreign Exchange Effects on Cash, Cash Equivalents and Restricted Cash	(1.8)	(0.8)	4.2
Cash, Cash Equivalents and Restricted Cash—Beginning Of Period	270.3	361.3	224.8
Cash, Cash Equivalents and Restricted Cash—End Of Period	$ 251.4	$ 270.3	$ 361.3

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

NOTES TO AUDITED COMBINED FINANCIAL STATEMENTS

1. Description of Business, Basis of Presentation and Significant Accounting Policies

Description of Business

Lions Gate Entertainment Corp. ("Lionsgate," or "Parent") encompasses world-class motion picture and television studio operations (collectively referred to as the "Studio Business") and the STARZ-branded premium global subscription platforms (the "Starz Business") to bring a unique and varied portfolio of entertainment to consumers around the world. Lionsgate has historically had three reportable business segments: (1) Motion Picture, (2) Television Production and (3) Media Networks. The Studio Business is substantially reflected in the Lionsgate Motion Picture and Television Production segments. These financial statements reflect the combination of the assets, liabilities, operations and cash flows reflecting the Studio Business which is referred to in these combined financial statements as the "Studio Business" or the "Company".

These combined financial statements of the Studio Business have been prepared on acarve-out basis and are derived from Lionsgate's consolidated financial statements and accounting records. These combined financial statements reflect the Studio Business's combined historical financial position, results of operations and cash flows as they were historically managed in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP"). The combined financial statements may not be indicative of the Studio Business's future performance and do not necessarily reflect what the financial position, results of operations and cash flows would have been had the Studio Business operated as an independent, publicly traded company during the periods presented.

The Studio Business consists of the Motion Picture and Television Production reportable segments, together with substantially all of Lionsgate's corporate general and administrative costs. Motion Picture consists of the development and production of feature films, acquisition of North American and worldwide distribution rights, North American theatrical, home entertainment and television distribution of feature films produced and acquired, and worldwide licensing of distribution rights to feature films produced and acquired. Television Production consists of the development, production and worldwide distribution of television productions including television series, television movies and mini-series, and non-fiction programming. Television Production includes the domestic and international licensing of Starz original productions to the Starz Business, and the ancillary market distribution of Starz original productions and licensed product. Additionally, the Television Production segment includes the results of operations of 3 Arts Entertainment, a talent management company.

Basis of Presentation

The Studio Business has historically operated as part of Lionsgate and not as a standalone company. The Studio Business's combined financial statements, representing the historical assets, liabilities, operations and cash flows of the combination of the operations making up the worldwide Studio Business, have been derived from the separate historical accounting records maintained by Lionsgate, and are presented on a carve-out basis. These combined financial statements reflect the combined historical results of operations, financial position, comprehensive income (loss) and cash flows of the Studio Business for the periods presented as historically managed within Lionsgate through the use of a management approach in identifying the Studio Business's operations. In using the management approach, considerations over how the business operates were utilized to identify historical operations that should be presented within the carve-out financial statements. This approach was taken due to the organizational structure of certain legal entities comprising the Studio Business.

All revenues and costs as well as assets and liabilities directly associated with the business activity of the Studio Business are included in the accompanying combined financial statements. Revenues and costs associated with the Studio Business are specifically identifiable in the accounting records maintained by Lionsgate and

primarily represent the revenue and costs used for the determination of segment profit of the Motion Picture and Television Production segments of Lionsgate. In addition, the Studio Business costs include an allocation of corporate general and administrative expense (inclusive of share-based compensation) which has been allocated to the Studio Business as further discussed below. Other costs excluded from the Motion Picture and Television Production segment profit but relating to the Studio Business are generally specifically identifiable as costs of the Studio Business in the accounting records of Lionsgate and are included in the accompanying combined financial statements.

Lionsgate utilizes a centralized approach to cash management. Cash generated by the Studio Business is managed by Lionsgate's centralized treasury function and cash is routinely transferred to the Company or to the Starz Business to fund operating activities when needed. Cash and cash equivalents of the Studio Business are reflected in the combined balance sheets. Payables to and receivables from Lionsgate, primarily related to the Starz Business, are often settled through movement to the intercompany accounts between Lionsgate, the Starz Business and the Studio Business. Other than certain specific balances related to unsettled payables or receivables, the intercompany balances between the Studio Business and Lionsgate have been accounted for as parent net investment. See Note 20 for further details.

The Studio Business is the primary borrower of certain corporate indebtedness (the revolving credit facility, term loan A and term loan B, together referred to as the "Senior Credit Facilities") of Lionsgate. The Senior Credit Facilities are generally used as a method of financing Lionsgate's operations in totality and are not specifically identifiable to the Studio Business or the Starz Business. It is not practical to determine what the capital structure would have been historically for the Studio Business or the Starz Business as standalone companies. A portion of Lionsgate's corporate debt, Lionsgate's 5.500% senior notes due April 15, 2029 (the "Senior Notes") and related interest expense are not reflected in the Studio Business's combined financial statements. The Studio Business remains a guarantor under the Senior Notes indenture agreement. See Note 7 for further details.

Additional indebtedness directly related to the Studio Business, including production loans, borrowings under the Production Tax Credit Facility, IP Credit Facility, and Backlog Facility (each as defined below) and other obligations, are reflected in the Studio Business combined financial statements. See Note 8 for further details.

Lionsgate's corporate general and administrative functions and costs have historically provided oversight over both the Starz Business and the Studio Business. These functions and costs include, but are not limited to, salaries and wages for certain executives and other corporate officers related to executive oversight, investor relations costs, costs for the maintenance of corporate facilities, and other common administrative support functions, including corporate accounting, finance and financial reporting, audit and tax costs, corporate and other legal support functions, and certain information technology and human resources expense. Accordingly, the audited financial statements of the Studio Business, include allocations of certain general and administrative expenses (inclusive of share-based compensation) from Lionsgate related to these corporate and shared service functions historically provided by Lionsgate. These expenses have been allocated to the Company on the basis of direct usage when identifiable, with the remainder allocated on a pro rata basis of consolidated Lionsgate revenue, payroll expense or other measures considered to be a reasonable reflection of the historical utilization levels of these services. Accordingly, the Studio Business financial statements may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated entity, and may not be indicative of the expenses that the Company will incur in the future.

The Company also pays certain costs on behalf of the Starz Business such as certain rent expense, employee benefits, insurance and other administrative operating costs which are reflected as expenses of the Starz Business. The Starz Business also pays certain costs on behalf of the Company such as legal expenses, software development costs and severance which are reflected as expenses of the Studio Business. The settlement of reimbursable expenses between the Studio Business and the Starz Business have been accounted for as parent net

investment. See Note 20 for further detail of parent net investment included in these combined financial statements.

Management believes the assumptions underlying these combined financial statements, including the assumptions regarding the allocation of general and administrative expenses from Lionsgate to the Studio Business, are reasonable. However, the allocations may not include all of the actual expenses that would have been incurred by the Studio Business and may not reflect its combined results of operations, financial position and cash flows had it been a standalone company during the periods presented. It is not practicable to estimate actual costs that would have been incurred had the Studio Business been a standalone company and operated as an unaffiliated entity during the periods presented. Actual costs that might have been incurred had the Studio Business been a standalone company would depend on a number of factors, including the organizational structure, what corporate functions the Studio Business might have performed directly or outsourced, and strategic decisions the Company might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions. See Note 20 for further detail of the allocations included in these combined financial statements.

Generally Accepted Accounting Principles

These combined financial statements have been prepared in accordance with GAAP.

Principles of Consolidation

The accompanying combined financial statements of the Company have been derived from the consolidated financial statements and accounting records of Lionsgate and reflect certain allocations from Lionsgate as further discussed above.

All significant intercompany balances and transactions within the Company have been eliminated in these combined financial statements.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. The most significant estimates made by management in the preparation of the financial statements relate to ultimate revenue and costs used for the amortization of investment in films and television programs; estimates related to the revenue recognition of sales or usage-based royalties; fair value of equity-based compensation; the allocations of costs to the Company for certain corporate and shared service functions in preparing the combined financial statements on a carve-out basis; fair value of assets and liabilities for allocation of the purchase price of companies or assets acquired; income taxes including the assessment of valuation allowances for deferred tax assets; accruals for contingent liabilities; impairment assessments for investment in films and television programs, property and equipment, equity investments and goodwill. Actual results could differ from such estimates.

Reclassifications

Certain amounts presented in prior years have been reclassified to conform to the current year’s presentation.

Significant Accounting Policies

Revenue Recognition

The Company’s Motion Picture and Television Production segments generate revenue principally from the licensing of content in domestic theatrical exhibition, home entertainment (e.g., digital media and packaged media), television, and international market places.

Revenue is recognized upon transfer of control of promised services or goods to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services or goods. Revenues do not include taxes collected from customers on behalf of taxing authorities such as sales tax and value-added tax.

Revenue also includes licensing of motion pictures and television programming (including Starz original productions) to the Starz Business. See Note 20 for further details.

Licensing Arrangements. The Company's content licensing arrangements include fixed fee and minimum guarantee arrangements, and sales or usage based royalties.

Fixed Fee or Minimum Guarantees: The Company's fixed fee or minimum guarantee licensing arrangements may, in some cases, include multiple titles, multiple license periods (windows) with a substantive period in between the windows, rights to exploitation in different media, or rights to exploitation in multiple territories, which may be considered distinct performance obligations. When these performance obligations are considered distinct, the fixed fee or minimum guarantee in the arrangement is allocated to the title, window, media right or territory as applicable, based on estimates of relative standalone selling prices. The amounts related to each performance obligation (i.e., title, window, media or territory) are recognized when the content has been delivered, and the window for the exploitation right in that territory has begun, which is the point in time at which the customer is able to begin to use and benefit from the content.

Sales or Usage Based Royalties: Sales or usage based royalties represent amounts due to the Company based on the "sale" or "usage" of the Company's content by the customer, and revenues are recognized at the later of when the subsequent sale or usage occurs, or the performance obligation to which some or all the sales or usage-based royalty has been allocated and has been satisfied (or partially satisfied). Generally, when the Company licenses completed content with standalone functionality (such as a movie, or television show), its performance obligation will be satisfied prior to the sale or usage. When the Company licenses intellectual property that does not have stand-alone functionality (e.g., brands, themes, logos, etc.), its performance obligation is generally satisfied in the same period as the sale or usage. The actual amounts due to the Company under these arrangements are generally not reported to the Company until after the close of the reporting period. The Company records revenue under these arrangements for the amounts due and not yet reported to the Company based on estimates of the sales or usage of these customers and pursuant to the terms of the contracts. Such estimates are based on information from the Company's customers, historical experience with similar titles in that market or territory, the performance of the title in other markets, and/or data available in the industry.

Revenues by Market or Product Line. The following describes the revenues generated by market or product line. Theatrical revenues are included in the Motion Picture segment; home entertainment, television, international and other revenues are applicable to both the Motion Picture and Television Production segments.

- ***Theatrical.*** Theatrical revenues are derived from the domestic theatrical release of motion pictures licensed to theatrical exhibitors on a picture-by-picture basis (distributed by the Company directly in the United States and through a sub-distributor in Canada). Revenue from the theatrical release of feature films are treated as sales or usage-based royalties, are recognized as revenue starting at the exhibition date and are based on the Company's participation in box office receipts of the theatrical exhibitor.
- ***Home Entertainment.*** Home entertainment consists of Digital Media and Packaged Media.
  - ***Digital Media.*** Digital media includes digital transaction revenue sharing arrangements (pay-per-view and video-on-demand platforms, electronic sell through ("EST"), and digital rental) and licenses of content to digital platforms for a fixed fee.

    Digital Transaction Revenue Sharing Arrangements: Primarily represents revenue sharing arrangements with certain digital media platforms which generally provide that, in exchange for a

nominal or no upfront sales price, the Company shares in the rental or sales revenues generated by the platform on atitle-by-title basis. These digital media platforms generate revenue from rental and EST arrangements, such as download-to-own, download-to-rent, and video-on-demand. These revenue sharing arrangements are recognized as sales or usage-based royalties based on the performance of these platforms and pursuant to the terms of the contract, as discussed above.

Licenses of Content to Digital Platforms: Primarily represents the licensing of content to subscription-video-on-demand ("SVOD") or other digital platforms for a fixed fee. As discussed above, revenues are recognized when the content has been delivered and the window for the exploitation right in that territory has begun.

- ***Packaged Media.*** Packaged media revenues represent the sale of motion pictures and television shows (produced or acquired) on physical discs (DVD's, Blu-ray, 4K Ultra HD, referred to as "Packaged Media") in the retail market. Revenues are recognized, net of an allowance for estimated returns and other allowances, on the later of receipt by the customer or "street date" (when it is available for sale by the customer).

- ***Television***. Television revenues are derived from the licensing to domestic markets (linear pay, basic cable, free television markets, syndication) of motion pictures (including theatrical productions and acquired films) and scripted and unscripted television series, television movies, mini-series, and non-fiction programming. Television revenues include fixed fee arrangements as well as arrangements in which the Company earns advertising revenue from the exploitation of certain content on television networks. Television also includes revenue from licenses to SVOD platforms in which the initial license of a television series is to an SVOD platform or the traditional pay window for a motion picture is licensed to an SVOD platform. Revenues associated with a title, right, or window from television licensing arrangements are recognized when the feature film or television program is delivered (on an episodic basis for television product) and the window for the exploitation right has begun.

- ***International.*** International revenues are derived from (1) licensing of the Company's productions, acquired films, catalog product and libraries of acquired titles to international distributors, on a territory-by-territory basis; (2) the direct distribution of the Company's productions, acquired films, and the Company's catalog product and libraries of acquired titles in the United Kingdom; and (3) licensing to international markets of scripted and unscripted series, television movies, mini-series and non-fiction programming. License fees and minimum guarantee amounts associated with title, window, media or territory, are recognized when access to the feature film or television program has been granted or delivery has occurred, as required under the contract, and the right to exploit the feature film or television program in that window, media or territory has commenced. Revenues are also generated from sales or usage based royalties received from international distributors based on their distribution performance pursuant to the terms of the contracts after the recoupment of certain costs in some cases, and the initial minimum guarantee, if any, and are recognized when the sale by the Company's customer generating a royalty due to the Company has occurred.

- ***Other.*** Other revenues are derived from the licensing of the Company's film and television and related content (games, music, location-based entertainment royalties, etc.) to other ancillary markets and from commissions and executive producer fees earned related to talent management.

  Revenues from the licensing of film and television content and the sales and licensing of music are recognized when the content has been delivered and the license period has begun, as discussed above. Revenues from the licensing of symbolic intellectual property (i.e., licenses of motion pictures or television characters, brands, storylines, themes or logos) is recognized over the corresponding license term. Commissions are recognized as such services are provided.

Deferred Revenue. Deferred revenue relates primarily to customer cash advances or deposits received prior to when the Company satisfies the corresponding performance obligation.

Deferred revenue also relates to customer payments made in advance of when the Company fulfills its performance obligation and recognizes revenue. This primarily occurs under television production contracts, in which payments may be received as the production progresses, international motion picture contracts, where a portion of the payments are received prior to the completion of the movie and prior to license rights start dates, and pay television contracts with multiple windows with a portion of the revenues deferred until the subsequent exploitation windows commence. These arrangements do not contain significant financing components because the reason for the payment structure is not for the provision of financing to the Company, but rather to mitigate the Company's risk of customer non-performance and incentivize the customer to exploit the Company's content.

See Note 12 for further information.

Accounts Receivable. Payment terms vary by location and type of customer and the nature of the licensing arrangement. However, other than certain multi-year license arrangements; payments are generally due within 60 days after revenue is recognized. For certain multi-year licensing arrangements, primarily in the television, digital media, and international markets, payments may be due over a longer period. When the Company expects the period between fulfillment of its performance obligation and the receipt of payment to be greater than a year, a significant financing component is present. In these cases, such payments are discounted to present value based on a discount rate reflective of a separate financing transaction between the customer and the Company, at contract inception. The significant financing component is recorded as a reduction to revenue and accounts receivable initially, with such accounts receivable discount amortized to interest income over the period to receipt of payment. The Company does not assess contracts with deferred payments for significant financing components if, at contract inception, the Company expects the period between fulfillment of the performance obligation and subsequent payment to be one year or less.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash deposits at financial institutions and investments in money market mutual funds.

Restricted Cash

At March 31, 2023 and 2022, the Company had restricted cash of $40.5 million and $13.4 million, respectively, primarily representing amounts related to required cash reserves for interest payments associated with the Production Tax Credit Facility, IP Credit Facility and Backlog Facility. Restricted cash is included within the "Other current assets" and "Other assets—non-current" line items on the combined balance sheets. See Note 19 for further information.

Investment in Films and Television Programs

General. Investment in films and television programs includes the unamortized costs of films and television programs, which are monetized individually (i.e., through domestic theatrical, home entertainment, television, international or other ancillary-market distribution).

Recording Cost. Costs of acquiring and producing films and television programs and of acquired libraries are capitalized when incurred. For films and television programs produced by the Company, capitalized costs include all direct production and financing costs, capitalized interest and production overhead. For the years ended March 31, 2023, 2022 and 2021, total capitalized interest was $28.1 million, $12.8 million and $2.8 million, respectively. For acquired films and television programs, capitalized costs consist of minimum guarantee payments to acquire the distribution rights.

Amortization. Costs of acquiring and producing films and television programs and of acquired libraries that are monetized individually are amortized using the individual-film-forecast method, whereby these costs are amortized and participations and residuals costs are accrued in the proportion that current year's revenue bears to

management's estimate of ultimate revenue at the beginning of the current year expected to be recognized from the exploitation, exhibition or sale of the films or television programs.

Ultimate Revenue. Ultimate revenue includes estimates over a period not to exceed ten years following the date of initial release of the motion picture. For an episodic television series, the period over which ultimate revenues are estimated cannot exceed ten years following the date of delivery of the first episode, or, if still in production, five years from the date of delivery of the most recent episode, if later. For titles included in acquired libraries, ultimate revenue includes estimates over a period not to exceed twenty years following the date of acquisition.

Development. Films and television programs in development include costs of acquiring film rights to books, stage plays or original screenplays and costs to adapt such projects. Such costs are capitalized and, upon commencement of production, are transferred to production costs. Projects in development are written off at the earlier of the date they are determined not to be recoverable or when abandoned, or three years from the date of the initial investment unless the fair value of the project exceeds its carrying cost.

Impairment Assessment. An individual film or television program is evaluated for impairment when an event or change in circumstances indicates that the fair value of an individual film is less than its unamortized cost.

The fair value is determined based on a discounted cash flow analysis of the cash flows directly attributable to the title. To the extent the unamortized costs exceed the fair value, an impairment charge is recorded for the excess.

The discounted cash flow analysis includes cash flows estimates of ultimate revenue and costs as well as a discount rate (a Level 3 fair value measurement, see Note 10 for further information). The discount rate utilized in the discounted cash flow analysis is based on the weighted average cost of capital of the Company plus a risk premium representing the risk associated with producing a particular film or television program. Estimates of future revenue involve measurement uncertainty and it is therefore possible that reductions in the carrying value of investment in films and television programs may be required as a consequence of changes in management's future revenue estimates.

Property and Equipment, net

Property and equipment is carried at cost less accumulated depreciation. Depreciation is provided for on a straight line basis over the following useful lives:

Computer equipment and software	3—5 years
Furniture and equipment	3—5 years
Leasehold improvements	Lease term or the useful life, whichever is shorter
Land	Not depreciated

The Company periodically reviews and evaluates the recoverability of property and equipment. Where applicable, estimates of net future cash flows, on an undiscounted basis, are calculated based on future revenue estimates. If appropriate and where deemed necessary, a reduction in the carrying amount is recorded based on the difference between the carrying amount and the fair value based on discounted cash flows.

Leases

The Company determines if an arrangement is a lease at its inception. The expected term of the lease used for computing the lease liability and right-of-use ("ROU") asset and determining the classification of the lease as operating or financing may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The Company also elected to not separate lease components from non-lease components across all lease categories. Instead, each separate lease component and non-lease component are accounted for as a single lease component.

Operating Leases. Operating lease ROU assets, representing the Company's right to use the underlying asset for the lease term, are included in the "Other assets—non-current" line item in the Company's combined balance sheets. Operating lease liabilities, representing the present value of the Company's obligation to make payments over the lease term, are included in the "Other accrued liabilities" and "Other liabilities—non-current" line items in the Company's combined balance sheets. The Company has entered into various short-term operating leases which have an initial term of 12 months or less. These short-term leases are not recorded on the Company's combined balance sheets. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

The present value of the lease payments is calculated using a rate implicit in the lease, when readily determinable. However, as most of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate to determine the present value of the lease payments for the majority of its leases.

Variable lease payments that are based on an index or rate are included in the measurement of ROU assets and lease liabilities at lease inception. All other variable lease payments are expensed as incurred and are not included in the measurement of ROU assets and lease liabilities.

The Company did not have any finance leases during the years ended March 31, 2023 and 2022.

Investments

Investments include investments accounted for under the equity method of accounting, and equity investments with and without readily determinable fair value.

Equity Method Investments: The Company uses the equity method of accounting for investments in companies in which it has a minority equity interest and the ability to exert significant influence over operating decisions of the companies. Significant influence is generally presumed to exist when the Company owns between 20% and 50% of the voting interests in the investee, holds substantial management rights or holds an interest of less than 20% in an investee that is a limited liability partnership or limited liability corporation that is treated as a flow-through entity.

Under the equity method of accounting, the Company's share of the investee's earnings (losses) are included in the "equity interests income (loss)" line item in the combined statements of operations. The Company records its share of the net income or loss of most equity method investments on a one quarter lag and, accordingly, during the years ended March 31, 2023, 2022 and 2021, the Company recorded its share of the income or loss generated by these entities for the years ended December 31, 2022, 2021 and 2020, respectively.

Dividends and other distributions from equity method investees are recorded as a reduction of the Company's investment. Distributions received up to the Company's interest in the investee's retained earnings are considered returns on investments and are classified within cash flows from operating activities in the combined statement of cash flows. Distributions from equity method investments in excess of the Company's interest in the investee's retained earnings are considered returns of investments and are classified within cash flows provided by investing activities in the combined statements of cash flows.

Other Equity Investments: Investments in nonconsolidated affiliates in which the Company owns less than 20% of the voting common stock, or does not exercise significant influence over operating and financial policies, are recorded at fair value using quoted market prices if the investment has a readily determinable fair value. If an equity investment's fair value is not readily determinable, the Company will recognize it at cost less any impairment, adjusted for observable price changes in orderly transactions in the investees' securities that are identical or similar to the Company's investments in the investee. The unrealized gains and losses and the adjustments related to the observable price changes are recognized in net income (loss).

Impairments of Investments: The Company regularly reviews its investments for impairment, including when the carrying value of an investment exceeds its market value. If the Company determines that an investment has sustained an other-than-temporary decline in its value, the investment is written down to its fair value by a charge to earnings. Factors that are considered by the Company in determining whether an other-than-temporary decline in value has occurred include (i) the market value of the security in relation to its cost basis, (ii) the financial condition of the investee, and (iii) the Company's intent and ability to retain the investment for a sufficient period of time to allow for recovery in the market value of the investment.

For investments accounted for using the equity method of accounting or equity investments without a readily determinable fair value, the Company evaluates information available (e.g., budgets, business plans, financial statements, etc.) in addition to quoted market prices, if any, in determining whether an other-than-temporary decline in value exists. Factors indicative of an other-than-temporary decline include recurring operating losses, credit defaults and subsequent rounds of financing at an amount below the cost basis of the Company's investment.

Finite-Lived Intangible Assets

Identifiable intangible assets with finite lives are amortized to depreciation and amortization expense over their estimated useful lives, ranging from 5 to 15 years.

Amortizable intangible assets are tested for impairment whenever events or changes in circumstances (triggering events) indicate that the carrying amount of the asset may not be recoverable. If a triggering event has occurred, an impairment analysis is required. The impairment test first requires a comparison of undiscounted future cash flows expected to be generated over the remaining useful life of an asset to the carrying value of the asset. The impairment test is performed at the lowest level of cash flows associated with the asset. If the carrying value of the asset exceeds the undiscounted future cash flows, the asset would not be deemed to be recoverable. Impairment would then be measured as the excess of the asset's carrying value over its fair value, which would generally be estimated based on a discounted cash flow ("DCF") model.

The Company monitors its finite-lived intangible assets and changes in the underlying circumstances each reporting period for indicators of possible impairments or a change in the useful life or method of amortization of its finite-lived intangible assets. No such triggering events were identified during the years ended March 31, 2023 and 2022.

Goodwill

At March 31, 2023, the carrying value of goodwill was $795.6 million. Goodwill is allocated to the Company's reporting units, which are its operating segments or one level below its operating segments (component level). Reporting units are determined by the discrete financial information available for the component and whether that information is regularly reviewed by segment management. Components are aggregated into a single reporting unit if they share similar economic characteristics. The Company's reporting units for purposes of goodwill impairment testing during the years ended March 31, 2023, 2022 and 2021 were Motion Picture, and the Television and Talent Management businesses, both of which are part of the Television Production segment.

Goodwill is not amortized, but is reviewed for impairment each fiscal year or between the annual tests if an event occurs or circumstances change that indicates it is more-likely-than-not that the fair value of a reporting unit is less than its carrying value. The Company performs its annual impairment test as of January 1 in each fiscal year. A goodwill impairment loss would be recognized for the amount that the carrying amount of a reporting unit, including goodwill, exceeds its fair value. An entity may perform a qualitative assessment of the likelihood of the existence of a goodwill impairment. The qualitative assessment is an evaluation, based on all identified events and circumstances which impact the fair value of the reporting unit, of whether or not it is more

likely than not that the fair value is less than the carrying value of the reporting unit. If the Company believes that as a result of its qualitative assessment it is more likely than not that the fair value of a reporting unit is greater than its carrying amount, a quantitative impairment test is not required but may be performed at the option of the Company.

A quantitative assessment requires determining the fair value of the Company's reporting units. The determination of the fair value of each reporting unit utilizes DCF analyses and market-based valuation methodologies, which represent Level 3 fair value measurements. Fair value determinations require considerable judgment and requires assumptions and estimates of many factors, including revenue and market growth, operating margins and cash flows, market multiples and discount rates, and are sensitive to changes in these underlying assumptions and factors.

Goodwill Impairment Assessments:

For the Company's annual goodwill impairment test for fiscal 2022, due to overall macroeconomic conditions, including the uncertainty of the longer-term economic impacts of the COVID-19 global pandemic, the Company performed a quantitative impairment assessment for all of its reporting units as of January 1, 2022. Based on the Company's annual quantitative impairment assessment for fiscal 2022, the Company determined that the fair value of each of its reporting units exceeded the related carrying value.

In fiscal 2023, during the second quarter ended September 30, 2022, due to continued adverse macro and microeconomic conditions, including the competitive environment, continued inflationary trends, recessionary economies worldwide, a decline in market valuations for companies in the media and entertainment industry, as well as potential capital market transactions, the Company updated its quantitative impairment assessment for all of its reporting units as of September 30, 2022 based on the most recent data. The DCF analysis components of the fair value estimates were determined primarily by discounting estimated future cash flows, which included weighted average perpetual nominal growth rates ranging from 1.5% to 3.5%, at a weighted average cost of capital (discount rate) ranging from 11.0% to 13.0%, which considered the risk of achieving the projected cash flows, including the risk applicable to the reporting unit, industry and market as a whole. Based on its quantitative impairment assessment, the Company determined that the fair value of its reporting units exceeded the carrying values for all of its reporting units.

For the Company's annual goodwill impairment test for fiscal 2023, the Company performed a qualitative goodwill impairment assessment for all of its reporting units. The Company's qualitative assessment considered the increase in the market price of the Company's common shares from September 30, 2022, the recent performance of the Company's reporting units, and updated forecasts of performance and cash flows, as well as the continuing micro and macroeconomic environment, and industry considerations, and determined that since the quantitative assessment performed in the quarter ended September 30, 2022, there were no events or circumstances that rise to a level that would more likely than not reduce the fair value of those reporting units below their carrying values; therefore, a quantitative goodwill impairment analysis was not required.

Management will continue to monitor all of its reporting units for changes in the business environment that could impact the recoverability of goodwill in future periods. The recoverability of goodwill is dependent upon the continued growth of revenue and cash flows from the Company's business activities. Examples of events or circumstances that could result in changes to the underlying key assumptions and judgments used in the Company's goodwill impairment tests, and ultimately impact the estimated fair value of the Company's reporting units may include the duration of the COVID-19 global pandemic, its impact on the global economy and the creation and consumption of the Company's content; adverse macroeconomic conditions; volatility in the equity and debt markets which could result in higher weighted-average cost of capital; capital market transaction; and the commercial success of the Company's television programming and motion pictures. While historical performance and current expectations have resulted in fair values of the Company's reporting units in excess of carrying values, if the Company's assumptions are not realized, it is possible that an impairment charge may need to be recorded in the future.

Prints, Advertising and Marketing Expenses

The costs of prints, advertising and marketing expenses are expensed as incurred.

Advertising expenses for the year ended March 31, 2023 were $203.4 million (2022 — $201.6 million, 2021—$119.2 million) which were recorded as distribution and marketing expenses in the accompanying combined statements of operations.

Income Taxes

The Company's results have historically been included in the consolidated U.S. federal income tax return and U.S. state income tax filings of Lionsgate. The Company has computed its provision for income taxes on a separate return basis in these combined financial statements. The separate return method applies the accounting guidance for income taxes to the stand-alone financial statements as if the Company was a separate taxpayer and a stand-alone enterprise for the periods presented. The calculation of income taxes for the Company on a separate return basis requires significant judgment and use of both estimates and allocations. However, as discussed above in Note 1, the combined historical results of the Studio Business are presented on a managed basis rather than a legal entity basis, with certain deductions and other items that are included in the consolidated financial statements of Lionsgate, but not included in the combined financial statements of the Studio Business.

Income taxes are accounted for using an asset and liability approach for financial accounting and reporting for income taxes and recognition and measurement of deferred assets are based upon the likelihood of realization of tax benefits in future years. Under this method, deferred taxes are provided for the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax return purposes. Valuation allowances are established when management determines that it is more likely than not that some portion or all of the net deferred tax asset, on a jurisdiction-by-jurisdiction basis, will not be realized. The financial effect of changes in tax laws or rates is accounted for in the period of enactment.

From time to time, the Company engages in transactions in which the tax consequences may be subject to uncertainty. Significant judgment is required in assessing and estimating the tax consequences of these transactions. In determining the Company's tax provision for financial reporting purposes, the Company establishes a reserve for uncertain tax positions unless such positions are determined to be more likely than not of being sustained upon examination, based on their technical merits. The Company's policy is to recognize interest and/or penalties related to income tax matters in income tax expense.

Government Assistance

The Company has access to government programs that are designed to promote film and television production and distribution in certain foreign countries. The Company also has access to similar programs in certain states within the U.S. that are designed to promote film and television production in those states.

Tax credits earned with respect to expenditures on qualifying film and television productions are recorded as a reduction to investment in films and television programs when the qualifying expenditures have been incurred provided that there is reasonable assurance that the credits will be realized. See Note 3 and Note 19 for further information.

Foreign Currency Translation

Monetary assets and liabilities denominated in currencies other than the functional currency are translated at exchange rates in effect at the balance sheet date. Resulting unrealized and realized gains and losses are included in the combined statements of operations.

Foreign company assets and liabilities in foreign currencies are translated into U.S. dollars at the exchange rate in effect at the balance sheet date. Foreign company revenue and expense items are translated at the average rate of exchange for the fiscal year. Gains or losses arising on the translation of the accounts of foreign companies are included in accumulated other comprehensive income or loss, a separate component of equity.

Derivative Instruments and Hedging Activities

Derivative financial instruments are used by the Company in the management of its foreign currency and interest rate exposures. The Company's policy is not to use derivative financial instruments for trading or speculative purposes.

The Company uses derivative financial instruments to hedge its exposures to foreign currency exchange rate and interest rate risks. All derivative financial instruments are recorded at fair value in the combined balance sheets. See Note 10 for further information. The effective changes in fair values of derivatives designated as cash flow hedges are recorded in accumulated other comprehensive income or loss and included in unrealized gains (losses) on cash flow hedges until the underlying hedged item is recognized in earnings. The effective changes in the fair values of derivatives designated as cash flow hedges are reclassified from accumulated other comprehensive income or loss to net income or net loss when the underlying hedged item is recognized in earnings. If the derivative is not designated as a hedge, changes in the fair value of the derivative are recognized in earnings. See Note 18 for further discussion of the Company's derivative financial instruments.

Parent Net Investment

Parent net investment in the combined balance sheets is presented in lieu of shareholders' equity and represents Lionsgate historical investment in the Company, the accumulated net earnings (losses) after taxes and the net effect of settled transactions with and allocations from Lionsgate. All transactions reflected in parent net investment by Lionsgate in the accompanying combined balance sheets have been considered as financing activities for purposes of the combined statements of cash flows.

Share-Based Compensation

Certain Company employees participate in the share-based compensation plans sponsored by Lionsgate. Lionsgate share-based compensation awards granted to employees of the Company consist of stock options, restricted share units and share appreciation rights. As such, the awards to Company employees are reflected in parent net investment within the combined statements of equity (deficit) at the time they are expensed. The combined statements of operations also include an allocation of Lionsgate corporate and shared employee share-based compensation expenses.

The Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award. The fair value is recognized in earnings over the period during which an employee is required to provide service. See Note 13 for further discussion of the Company's share-based compensation.

Transfers of Financial Assets

The Company enters into arrangements to sell certain financial assets (i.e., monetize its trade accounts receivables). For a transfer of financial assets to be considered a sale, the asset must be legally isolated from the Company and the purchaser must have control of the asset. Determining whether all the requirements have been met includes an evaluation of legal considerations, the extent of the Company's continuing involvement with the assets transferred and any other relevant considerations. When the true sales criteria are met, the Company derecognizes the carrying value of the financial asset transferred and recognizes a net gain or loss on the sale. The proceeds from these arrangements with third party purchasers are reflected as cash provided by operating

activities in the combined statements of cash flows. If the sales criteria are not met, the transfer is considered a secured borrowing and the financial asset remains on the combined balance sheets with proceeds from the sale recognized as debt and recorded as cash flows from financing activities in the combined statements of cash flows. See Note 19 for discussion of the Company's accounts receivable monetization.

Recent Accounting Pronouncements

Accounting Guidance Adopted in Fiscal 2023

Government Assistance: In November 2021, the Financial Accounting Standards Board ("FASB") issued guidance which requires certain annual disclosures about transactions with a government that are accounted for by applying a grant or contribution accounting model. The Company adopted this guidance on April 1, 2022 and is applying its provisions prospectively, with no material impact to the Company's financial statements. See Note 3 and Note 19 for information related to production tax credits.

Accounting Guidance Adopted in Fiscal 2022

Reference Rate Reform: In March 2020, the FASB issued guidance which provides optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships, and other transactions affected by the market transition from the London Interbank Offered Rate ("LIBOR") and other interbank offered rates to alternative reference rates, if certain criteria are met. Additionally, in January 2021, the FASB issued additional guidance, which allows entities to elect certain optional expedients and exceptions when accounting for derivative contracts and certain hedging relationships affected by changes in the interest rates. In December 2022, the FASB issued final guidance deferring the sunset date of the transition relief. The guidance is applicable to contract modifications made between March 12, 2020 and December 31, 2024 and hedging relationships that exist as of the beginning of an interim period that includes March 12, 2020 and new eligible hedging relationships designated in subsequent periods. The Company adopted this guidance on July 1, 2021 and is applying its provisions prospectively through December 31, 2024, with no material impact to the Company's combined financial statements.

2. Acquisition

Spyglass. On July 15, 2021, the Company purchased approximately 200 feature film titles (the "Spyglass Library") from Spyglass Media Group, LLC ("Spyglass"). The Company also formed a strategic content partnership through an investment of a minority preferred equity interest in Spyglass. The purchase price, including acquisition costs, of the Spyglass Library and preferred equity interest was $191.4 million, of which $171.4 million was paid at closing, $10.0 million was paid in July 2022, and the remaining $10.0 million is to be paid in July 2023. The Spyglass Library was accounted for as an asset acquisition and is included in investment in film and television programs on the Company's combined balance sheet. The equity interest was accounted for as an equity-method investment. See Note 5 for further information.

3. Investment in Films and Television Programs

The predominant monetization strategy for all of the Company's investments in films and television programs is on an individual film basis. Total investment in films and television programs is as follows:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Investment in Films and Television Programs[1][2]:		
Released, net of accumulated amortization	$ 779.9	$ 663.2
Completed and not released	289.8	121.4
In progress	649.1	980.1
In development	67.9	103.2
Investment in films and television programs, net	$ 1,786.7	$ 1,867.9

(1) At March 31, 2023, the unamortized balance related to completed and not released and in progress theatrical films was $561.5 million.
(2) Production tax credits reduced total investment in films and television programs by $181.2 million during the year ended March 31, 2023, which resulted in a reduction of direct operating expense related to the amortization of investment in films and television programs cost of approximately $84.3 million for the year ended March 31, 2023.

At March 31, 2023, acquired film and television libraries have remaining unamortized costs of $132.8 million, which are monetized individually and are being amortized using the individual-film-forecast method over a remaining period of approximately 18.2 years (March 31, 2022—unamortized costs of $149.9 million).

Amortization of investment in film and television programs was $1,649.3 million, $1,497.5 million and $746.0 million for the years ended March 31, 2023, 2022 and 2021, respectively, and was included in direct operating expense in the combined statements of operations.

The table below summarizes estimated future amortization expense for the Company's investment in film and television programs as of March 31, 2023:

	Year Ending March 31,		
	2024	2025	2026
	(Amounts in millions)		
Estimated future amortization expense:			
Released investment in films and television programs	$369.3	$108.1	$82.7
Completed and not released investment in films and television programs	$170.4	n/a	n/a

Impairments. Investment in films and television programs includes write-downs to fair value, which are included in direct operating expense on the combined statements of operations, and represented the following amounts by segment for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Impairments by segment:			
Motion Picture	$ 6.2	$ 1.2	$19.4
Television Production	4.6	34.9	10.3
Impairments not included in segment operating results[1]	—	—	15.4
	$10.8	$36.1	$45.1

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(1) **Fiscal 2021:** Represents impairment charges as a result of changes in performance expectations associated with the circumstances associated with the COVID-19 global pandemic.

Of the impairments not included in segment operating results, none, none and $15.4 million for fiscal 2023, 2022 and 2021, respectively, related to motion picture titles.

See Note 15 and Note 16 for COVID-19 related charges included in direct operating expense.

4. Property and Equipment

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Leasehold improvements	$ 27.6	$ 26.1
Property and equipment	15.2	19.0
Computer equipment and software	71.5	67.0
	114.3	112.1
Less accumulated depreciation and amortization	(91.7)	(83.3)
	22.6	28.8
Land	1.2	1.2
	$ 23.8	$ 30.0

During the year ended March 31, 2023, depreciation expense amounted to $12.2 million (2022—$12.4 million, 2021—$11.5 million).

5. Investments

The Company's investments consisted of the following:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Investments in equity method investees	$ 63.1	$ 53.9
Other investments	1.6	2.1
	$ 64.7	$ 56.0

Equity Method Investments:

The Company has investments in various equity method investees with ownership percentages ranging from approximately 6% to 49%. These investments include:

Spyglass. Spyglass is a global premium content company, focused on developing, producing, financing and acquiring motion pictures and television programming across all platforms for worldwide audiences.

STARZPLAY Arabia. STARZPLAY Arabia (Playco Holdings Limited) offers a STARZ-branded online subscriptionvideo-on-demand service in the Middle East and North Africa. On October 17, 2022, the Company sold a portion of its ownership interest in STARZPLAY Arabia and received net proceeds of $43.4 million and the Company recorded a gain of $43.4 million on the sale which is included in gain (loss) on investments in the Company's combined statement of operations. Subsequent to the transaction, the Company continues to hold a minority ownership interest in STARZPLAY Arabia.

Roadside Attractions. Roadside Attractions is an independent theatrical distribution company.

Pantelion Films. Pantelion Films is a joint venture with Videocine, an affiliate of Televisa, which produces, acquires and distributes a slate of English and Spanish language feature films that target Hispanic moviegoers in the U.S.

Atom Tickets. Atom Tickets is the first-of-its-kind theatrical mobile ticketing platform and app.

Great Point Opportunity Fund. Great Point Opportunity Fund is an operating company that operates Lionsgate Studios Yonkers, a studio facility in Yonkers, New York.

42. 42 is a fully integrated management and production company, producing film, television and content, representing actors, writers, directors, comedians, presenters, producers, casting directors and media book rights with offices in London and Los Angeles.

Other. In addition to the equity method investments discussed above, the Company holds ownership interests in other immaterial equity method investees.

Summarized Financial Information. Summarized financial information for the Company's equity method investees on an aggregate basis is set forth below:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Current assets	$ 189.0	$ 125.3
Non-current assets	$ 203.0	$ 166.4
Current liabilities	$ 215.5	$ 253.9
Non-current liabilities	$ 65.0	$ 59.8

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Revenues	$185.3	$ 86.0	$ 84.6
Gross profit	$ 35.1	$ 26.5	$ 32.0
Net loss	$ (39.0)	$(46.1)	$(62.6)

6. Goodwill and Intangible Assets

Goodwill

There have been no changes to the balance of goodwill during each of the years ended March 31, 2023, 2022 and 2021. Goodwill by reportable segment for each period is as follows:

	Motion Picture	Television Production	Total
	(Amounts in millions)		
Balance as of March 31, 2023, 2022 and 2021	$393.7	$ 401.9	$795.6

Intangible Assets

Finite-Lived Intangible Assets. Finite-lived intangible assets consisted of the following:

	March 31, 2023			March 31, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
	(Amounts in millions)					
Finite-lived intangible assets subject to amortization:						
Customer relationships	$ 31.0	$ 10.0	$ 21.0	$ 31.0	$ 7.9	$ 23.1
Trademarks and trade names	3.6	2.6	1.0	3.6	2.2	1.4
Other	23.9	19.0	4.9	23.9	15.8	8.1
	$ 58.5	$ 31.6	$ 26.9	$ 58.5	$ 25.9	$ 32.6

Amortization expense associated with the Company's intangible assets for the year ended March 31, 2023, 2022 and 2021 was approximately $5.7 million, $5.7 million and $5.7 million, respectively. Amortization expense remaining relating to intangible assets for each of the years ending March 31, 2024 through 2028 is estimated to be approximately $5.1 million, $4.2 million, $2.5 million, $2.2 million, and $2.2 million, respectively.

7. Debt

Total debt of the Company, excluding film related and other obligations, was as follows:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Senior Credit Facilities:		
Revolving Credit Facility	$ —	$ —
Term Loan A	428.2	638.5
Term Loan B	831.7	844.2
Total corporate debt	1,259.9	1,482.7
Unamortized debt issuance costs	(16.3)	(23.6)
Total debt, net	1,243.6	1,459.1
Less current portion	(41.4)	(222.8)
Non-current portion of debt	$ 1,202.2	$ 1,236.3

The following table sets forth future annual contractual principal payment commitments of debt as of March 31, 2023:

Debt Type	Maturity Date	Year Ending March 31,					
		2024	2025	2026	2027	Thereafter	Total
		(Amounts in millions)					
Revolving Credit Facility	April 2026	$ —	$ —	$ —	$ —	$ —	$ —
Term Loan A	April 2026	28.9	41.2	44.5	313.6	—	428.2
Term Loan B	March 2025	12.5	819.2	—	—	—	831.7
		$ 41.4	$ 860.4	$ 44.5	$ 313.6	$ —	$ 1,259.9
Less aggregate unamortized debt issuance costs							(16.3)
							$ 1,243.6

Senior Credit Facilities (Revolving Credit Facility, Term Loan A and Term Loan B)

Revolving Credit Facility Availability of Funds & Commitment Fee. The revolving credit facility provides for borrowings and letters of credit up to an aggregate of $1.25 billion, and at March 31, 2023 there was $1.25 billion available. There were no letters of credit outstanding at March 31, 2023. However, borrowing levels are subject to certain financial covenants as discussed below. The Company is required to pay a quarterly commitment fee on the revolving credit facility of 0.250% to 0.375% per annum, depending on the achievement of certain leverage ratios, as defined in the credit and guarantee agreement dated December 8, 2016, as amended (the "Credit Agreement"), on the total revolving credit facility of $1.25 billion less the amount drawn.

Maturity Date:

- *Revolving Credit Facility & Term Loan A:* April 6, 2026.
- *Term Loan B:* March 24, 2025.

Interest:

- *Revolving Credit Facility & Term Loan A:* The Revolving Credit Facility and Term Loan A bear interest at a rate per annum equal to LIBOR plus 1.75% (or an alternative base rate plus 0.75%) margin, with a LIBOR floor of zero (as amended on June 14, 2023 to SOFR plus 0.10% plus 1.75% margin, with a SOFR floor of zero). The margin is subject to potential increases of up to 50 basis points (two (2) increases of 25 basis points each) upon certain increases to net first lien leverage ratios, as defined in the Credit Agreement (effective interest rate of 6.61% as of March 31, 2023, before the impact of interest rate swaps).
- *Term Loan B:* The term loan B facility due March 2025 (the "Term Loan B") bears interest at a rate per annum equal to LIBOR plus 2.25% margin, with a LIBOR floor of zero (or an alternative base rate plus 1.25% margin) (as amended on June 14, 2023 to SOFR plus 0.10% plus 2.25% margin, with a SOFR floor of zero) (effective interest rate of 7.11% as of March 31, 2023, before the impact of interest rate swaps).

Required Principal Payments:

- *Term Loan A:* Quarterly principal payments, at quarterly rates of 1.25% beginning September 30, 2022, 1.75% beginning September 30, 2023, and 2.50% beginning September 30, 2024 through March 31, 2026, with the balance payable at maturity.
- *Term Loan B:* Quarterly principal payments, at a quarterly rate of 0.25%, with the balance payable at maturity.

  The Term Loan A and Term Loan B also require mandatory prepayments in connection with certain asset sales, subject to certain significant exceptions, and the Term Loan B is subject to additional mandatory repayment from specified percentages of excess cash flow, as defined in the Credit Agreement.

Optional Prepayment:

- *Revolving Credit Facility, Term Loan A & Term Loan B:* The Company may voluntarily prepay the Revolving Credit Facility, Term Loan A and Term Loan B at any time without premium or penalty.

Security. The Senior Credit Facilities are guaranteed by the guarantors named in the Credit Agreement (including entities of Lionsgate that are not part of the Company) and are secured by a security interest in substantially all of the assets of Lionsgate and the Guarantors (as defined in the Credit Agreement), subject to certain exceptions.

Covenants. The Senior Credit Facilities contain representations and warranties, events of default and affirmative and negative covenants that are customary for similar financings and which include, among other things and subject to certain significant exceptions, restrictions on the ability to declare or pay dividends, create liens, incur additional indebtedness, make investments, dispose of assets and merge or consolidate with any other person. In addition, a net first lien leverage maintenance covenant and an interest coverage ratio maintenance covenant apply to the Revolving Credit Facility and the Term Loan A and are tested quarterly. These covenants and ratios are applicable to and computed for the applicable entities pursuant to the agreement which includes Lionsgate subsidiaries which are not part of the Company. As of March 31, 2023, Lionsgate was in compliance with all applicable covenants.

Change of Control. The Company may also be subject to an event of default upon a change of control (as defined in the Credit Agreement) which, among other things, includes a person or group acquiring ownership or control in excess of 50% of existing Lionsgate common stock.

Potential Impact of LIBOR Transition. The Chief Executive of the U.K. Financial Conduct Authority (the “FCA”), which regulates the LIBOR has announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after the end of 2021. For U.S dollar LIBOR, publication of the one-week and two-month LIBOR settings ceased on December 31, 2021, and publication of the overnight and 12-month LIBOR settings will cease after June 30, 2023. Immediately after June 30, 2023, the one-month, three-month and six-month U.S. dollar LIBOR settings will no longer be representative.

In July 2021, the Alternative Reference Rates Committee, a steering committee comprised of large U.S. financial institutions and other market participants, recommended replacing U.S. dollar LIBOR with the Secured Overnight Financing Rate (“SOFR”), a new index based on transactions in the market for short-term treasury securities. The publication of SOFR began in April 2018, and, therefore, it has a very limited history and the effects of the phase out of LIBOR and the adoption of SOFR have not been fully determined.

Under the terms of the Company’s Credit Agreement, in the event of the discontinuance of LIBOR, a mutually agreed-upon alternate benchmark rate will be established to replace LIBOR. The Company and Lenders (as defined in the Credit Agreement) shall, in good faith, endeavor to establish an alternate benchmark rate that gives due consideration to prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and which places the lenders under the Credit Agreement and the Company in the same economic position that existed immediately prior to the discontinuation of LIBOR. The Company does not anticipate that the discontinuance or modification of LIBOR will materially impact its liquidity or financial position.

As noted above, on June 14, 2023, the Company entered into an amendment that replaces LIBOR in the calculation of interest for its Revolving Credit Facility, Term Loan A and Term Loan B with SOFR plus 0.10%.

Lionsgate Senior Notes

As discussed in Note 1, the Senior Notes of Lionsgate are not reflected in the Studio Business combined financial statements. The Studio Business remains a guarantor under the Senior Notes indenture agreement. The outstanding principal balance of the Senior Notes was $800.0 million and $1.0 billion at March 31, 2023 and 2022, respectively, with a maturity date of April 15, 2029. The Studio Business guarantee would be applicable if an event of default were to occur by Lionsgate. As of March 31, 2023, Lionsgate was in compliance with all applicable covenants with respect to the Senior Notes and no events of default had occurred.

Debt Transactions

Term Loan A Prepayment. In April 2022, the Company voluntarily prepaid the entire outstanding principal amount of the Term Loan A due March 22, 2023 of $193.6 million, together with accrued and unpaid interest.

Credit Agreement Amendment. On April 6, 2021, the Company amended its Credit Agreement to, among other things, extend the maturity (the "Extension") of a portion of its revolving credit commitments, amounting to $1.25 billion, and a portion of its outstanding term A loans, amounting to $444.9 million to April 6, 2026, and make certain other changes to the covenants and other provisions therein. After giving effect to the Extension, $250.0 million of the prior revolving credit commitments and $215.1 million of term A loans remained outstanding with a maturity of March 22, 2023. The revolving credit commitments due in March of 2023 were terminated in November 2021 and the term A loans due in March of 2023 were repaid in full in April 2022 (see Term Loan A Prepayment discussion above).

See the *Accounting for the Credit Agreement Amendment* section further below.

Term Loan B Repurchases. During the year ended March 31, 2022, the Company completed a series of repurchases of the Term Loan B and, in aggregate, paid $95.3 million to repurchase $96.0 million principal amount of the Term Loan B.

Loss on Extinguishment of Debt

During the fiscal years ended March 31, 2023 and 2022, the Company recorded a loss on extinguishment of debt related to the transactions described above as summarized in the table below. There was no loss on extinguishment of debt in the year ended March 31, 2021.

	Year Ended March 31,	
	2023	2022
	(Amounts in millions)	
Loss on Extinguishment of Debt:		
Term Loan A prepayment	$ (1.3)	$ —
Credit Agreement amendment (Revolving Credit Facility and Term Loan A)[1]	—	(1.7)
Termination of a portion of Revolving Credit Facility commitments	—	(1.1)
Term Loan B repurchases and other	—	(0.6)
	$ (1.3)	$ (3.4)

(1) See *Accounting for the Credit Agreement Amendment* section below.

Accounting for the Credit Agreement Amendment in Fiscal 2022:

Revolving Credit Facility Credit Agreement Amendment on April 6, 2021.

- **Unamortized debt issuance costs:** Where the borrowing capacity (measured as the amount available under the revolving credit facility multiplied by the remaining term) was less than it was prior to the amendment measured on a creditor-by-creditor basis, the unamortized debt issuance costs were written off as a loss on extinguishment of debt in proportion to the decrease in borrowing capacity.

- **Fees paid to creditors and third-party costs:** All fees paid to creditors or third parties (i.e., new debt issuance costs) are being amortized over the term of the Revolving Credit Facility due in 2026.

Term Loan A Credit Agreement Amendment on April 6, 2021. With respect to substantially all creditors participating in the Term Loan A, the amendment of the credit agreement was considered a modification of terms since the present value of the cash flows after the amendment differed by less than a 10% change from the present value of the cash flows on a creditor-by-creditor basis prior to the amendment. Where the cash flows differed by more than 10% on a creditor by creditor basis, that portion was considered a debt extinguishment. For

new participating creditors, their portion of the debt was treated as new issuances to new creditors. Accordingly, the associated costs were accounted for as follows:

- **Unamortized debt issuance costs, third-party costs and fees paid to creditors:** To the extent the refinancing was considered a modification of terms, the unamortized debt issuance costs and fees paid to creditors were recorded as a reduction of the applicable debt outstanding, and are being amortized over the applicable term of the debt and the third-party costs were expensed as a loss on extinguishment of debt. To the extent the refinancing was considered an extinguishment, the unamortized debt issuance costs and fees paid to creditors were expensed as a loss on extinguishment of debt, and the third-party costs were recorded as a reduction of the applicable debt outstanding and are being amortized over the applicable term of the debt. To the extent there was a reduction of the outstanding balance on a creditor-by-creditor basis (i.e., a partial prepayment of debt), previously incurred unamortized debt issuance costs and fees were expensed as a loss on extinguishment of debt on the combined statement of operations.

For all of the above transactions, debt issuance costs recorded as a reduction of outstanding debt are amortized using the effective interest method.

The following table summarizes the accounting for the Credit Agreement Amendment on April 6, 2021, as described above:

	Year Ended March 31, 2022		
	Loss on Extinguishment of Debt	Recorded as a Reduction of Outstanding Debt Balances & Amortized Over Life of New Issuances	Total
	(Amounts in millions)		
Credit Agreement amendment (Revolving Credit Facility and Term Loan A):			
New debt issuance costs and call premiums	$ 0.6	$ 5.6	$ 6.2
Previously incurred debt issuance costs	1.1	18.4	19.5
	$ 1.7	$ 24.0	$25.7

8. Film Related Obligations

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Film related obligations:		
Production Loans	$ 1,349.9	$ 966.3
Production Tax Credit Facility	231.8	224.0
Backlog Facility and Other	226.0	—
IP Credit Facility	143.8	123.5
Total film related obligations	1,951.5	1,313.8
Unamortized debt issuance costs	(11.4)	(8.4)
Total film related obligations, net	1,940.1	1,305.4
Less current portion	(923.7)	(659.5)
Total non-current film related obligations	$ 1,016.4	$ 645.9

The following table sets forth future annual repayment of film related obligations as of March 31, 2023:

	Year Ending March 31,						
	2024	2025	2026	2027	2028	Thereafter	Total
	(Amounts in millions)						
Production Loans	$810.0	$539.9	$ —	$ —	$ —	$ —	$1,349.9
Production Tax Credit Facility[1]	—	231.8	—	—	—	—	231.8
Backlog Facility and Other[1]	77.6	—	29.4	—	119.0	—	226.0
IP Credit Facility[2]	36.1	24.6	30.4	30.4	22.3	—	143.8
	$923.7	$796.3	$59.8	$30.4	$141.3	$ —	$1,951.5
Less unamortized debt issuance costs							(11.4)
							$1,940.1

(1) The repayment dates are based on the projected future amount of collateral available under these facilities. Net advances and payments under these facilities can fluctuate depending on the amount of collateral available.

(2) Repayment dates are based on the projected future cash flows generated from the exploitation of the rights, subject to a minimum guaranteed payment amount, as applicable (see further information below).

Production Loans. Production loans represent individual and multi-title loans for the production of film and television programs that the Company produces. The majority of the Company's production loans have contractual repayment dates either at or near the expected completion or release dates, with the exception of certain loans containing repayment dates on a longer term basis, and incur primarily SOFR and LIBOR-based interest at a weighted average rate of 6.74% (before the impact of interest rate swaps, see Note 18 for further information on interest rate swaps). Production loans amounting to $1,277.8 million are secured by collateral which consists of the underlying rights related to the intellectual property (i.e. film or television show), and $72.1 million are unsecured.

Production Tax Credit Facility. Represents a non-recourse senior secured revolving credit facility (the "Production Tax Credit Facility") based on and secured by collateral consisting solely of certain of the Company's tax credit receivables.

The maximum principal amount of the Production Tax Credit Facility is $235.0 million, subject to the amount of collateral available, which is based on specified percentages of amounts payable to the Company by governmental authorities pursuant to the tax incentive laws of certain eligible jurisdictions that arise from the production or exploitation of motion pictures and television programming in such jurisdiction. Cash collections from the underlying collateral (tax credit receivables) are used to repay the Production Tax Credit Facility. Advances under the Production Tax Credit Facility bear interest at a rate equal to SOFR plus 0.10% to 0.25% depending on the SOFR term (i.e., one, three or six months), plus 1.50% per annum or the base rate plus 0.50% per annum (effective interest rate of 6.41% at March 31, 2023). The Production Tax Credit Facility matures on January 27, 2025. As of March 31, 2023, there was $3.2 million available under the Production Tax Credit Facility.

IP Credit Facility. In July 2021, as amended in September 2022, certain subsidiaries of the Company entered into a senior secured amortizing term credit facility (the "IP Credit Facility") based on and secured by the collateral consisting solely of certain of the Company's rights in certain library titles, including the Spyglass and other recently acquired libraries. The maximum principal amount of the IP Credit Facility is $161.9 million, subject to the amount of collateral available, which is based on the valuation of cash flows from the libraries. The cash flows generated from the exploitation of the rights will be applied to repay the IP Credit Facility subject to cumulative minimum guaranteed payment amounts as set forth below:

Cumulative Period From September 29, 2022 Through:	Cumulative Minimum Guaranteed Payment Amounts	Payment Due Date
	(Amounts in millions)	
September 30, 2023	$30.4	November 14, 2023
September 30, 2024	$60.7	November 14, 2024
September 30, 2025	$91.1	November 14, 2025
September 30, 2026	$121.4	November 14, 2026
July 30, 2027	$161.9	July 30, 2027

Advances under the IP Credit Facility bear interest at a rate equal to, at the Company's option, SOFR plus 0.11% to 0.26% depending on the SOFR term (i.e., one or three months) plus 2.25% per annum (with a SOFR floor of 0.25%) or the base rate plus 1.25% per annum (effective interest rate of 7.46% at March 31, 2023). The IP Credit Facility matures on July 30, 2027.

Backlog Facility and Other

Backlog Facility. In March 2022, as amended in August 2022, certain subsidiaries of the Company entered into a committed secured revolving credit facility (the "Backlog Facility") based on and secured by collateral consisting solely of certain of the Company's fixed fee or minimum guarantee contracts where cash will be received in the future. The maximum principal amount of the Backlog Facility is $175.0 million, subject to the amount of eligible collateral contributed to the facility. Advances under the Backlog Facility bear interest at a rate equal to Term SOFR plus 0.10% to 0.25% depending on the SOFR term (i.e., one, three or six months), plus an applicable margin amounting to 1.15% per annum. The applicable margin is subject to a potential increase to either 1.25% or 1.50% based on the weighted average credit quality rating of the collateral contributed to the facility (effective interest rate of 6.06% at March 31, 2023). The Backlog Facility revolving period ends on May 16, 2025, at which point cash collections from the underlying collateral is used to repay the facility. The facility maturity date is up to 2 years, 90 days after the revolving period ends, currently August 14, 2027. As of March 31, 2023, there was $175.0 million outstanding under the Backlog Facility, and there were no amounts available under the Backlog Facility (March 31, 2022—no amounts outstanding).

Other. In June 2022, the Company borrowed $118.6 million under a loan agreement which was secured by contracted receivables which are not yet recognized as revenue under certain licensing agreements (the "June 2022 Distribution Loan"), which was fully repaid in the second and third quarter of fiscal 2023.

In September 2022, the Company borrowed $43.4 million under a loan agreement which matures on March 28, 2026 (the "September 2022 Distribution Loan") and bears interest at a rate equal to Term SOFR plus 0.11%, plus an applicable margin amounting to 1.50% per annum (effective interest rate of 6.42% at March 31, 2023).

In December 2022, the Company borrowed $16.2 million under a loan agreement which matures on November 1, 2025 (the "December 2022 Distribution Loan", and together with the September 2022 Distribution Loan, the "Distribution Loans"), and bears interest at a rate equal to Term SOFR plus 0.11%, plus an applicable margin amounting to 2.10% per annum (effective interest rate of 7.02% at March 31, 2023). The December 2022 Distribution Loan provides for total borrowings up to an aggregate of $18.7 million.

Outstanding loan balances under the Distribution Loans must be repaid with any cash collections from the underlying collateral if and when received by the Company, and may be voluntarily repaid at any time without prepayment penalty fees. As of March 31, 2023, $51.0 million remains outstanding under the Distribution Loans.

9. Leases

The Company has operating leases primarily for office space, studio facilities, and other equipment. The Company's leases have remaining lease terms of up to approximately 7 years.

The following disclosures are based on leases whereby the Company has a contract for which the leased asset and lease liability is recognized on the Company's combined balance sheets and reflect leases related to the Studio Business's operations and Lionsgate corporate leases. The amounts presented are not necessarily indicative of future lease arrangements and do not necessarily reflect the results that the Company would have experienced as a standalone company for the periods presented.

The components of lease cost were as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Operating lease cost[(1)]	$ 35.3	$ 42.1	$ 34.6
Short-term lease cost[(2)]	145.0	233.1	129.5
Variable lease cost[(3)]	2.8	1.3	2.5
Total lease cost	$ 183.1	$ 276.5	$ 166.6

(1) Operating lease cost amounts primarily represent the amortization of right-of-use assets and are included in the "other amortization" line of the combined statements of cash flows. Amounts include costs capitalized during the period for leased assets used in the production of film and television programs.

(2) Short-term lease cost primarily consists of leases of facilities and equipment associated with film and television productions and are capitalized when incurred.

(3) Variable lease cost primarily consists of insurance, taxes, maintenance and other operating costs.

Supplemental balance sheet information related to leases was as follows:

Category	Balance Sheet Location	March 31, 2023	March 31, 2022
Operating Leases		(Amounts in millions)	
Right-of-use assets	Other assets—non-current	$ 116.8	$ 126.0
Lease liabilities (current)	Other accrued liabilities	$ 37.7	$ 31.4
Lease liabilities (non-current)	Other liabilities—non-current	96.4	112.7
		$ 134.1	$ 144.1

	March 31, 2023	March 31, 2022
Weighted average remaining lease term (in years):		
Operating leases	4.3	3.6
Weighted average discount rate:		
Operating leases	3.65%	2.42%

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The expected future payments relating to the Company's lease liabilities at March 31, 2023 are as follows:

	Operating Leases (Amounts in millions)
Year ending March 31,	
2024	$ 41.7
2025	32.4
2026	24.6
2027	17.1
2028	16.2
Thereafter	13.3
Total lease payments	145.3
Less imputed interest	(11.2)
Total	$ 134.1

As of March 31, 2023, the Company has entered into certain leases that have not yet commenced primarily related to studio facilities, certain of which are owned by an equity-method investee, for which construction related to those leases has not yet been completed. The leases are for terms up to 10.5 years, commencing upon completion of construction (currently expected to be ranging from calendar years 2023 to 2025). The leases include an option to terminate the leases prior to expiration of lease year seven, and an option to extend the initial term for an additional 10 years. The total minimum lease payments under these leases in aggregate are approximately $254.1 million. See Note 20 for further information related to leases with equity-method investees.

10. Fair Value Measurements

Fair Value

Accounting guidance and standards about fair value define fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fair Value Hierarchy

Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The accounting guidance and standards establish three levels of inputs that may be used to measure fair value:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

The following table sets forth the assets and liabilities required to be carried at fair value on a recurring basis as of March 31, 2023 and 2022:

	March 31, 2023			March 31, 2022		
	Level 1	Level 2	Total	Level 1	Level 2	Total
	(Amounts in millions)					
Assets:						
Equity securities with a readily determinable fair value	$ —	$ —	$ —	$ 0.5	$ —	$ 0.5
Forward exchange contracts (see Note 18)	—	2.9	2.9	—	3.5	3.5
Interest rate swaps (see Note 18)[1]	—	41.1	41.1	—	120.1	120.1
Liabilities:						
Forward exchange contracts (see Note 18)	—	(0.1)	(0.1)	—	(2.8)	(2.8)
Interest rate swaps (see Note 18)	—	—	—	—	28.6	28.6

(1) Amounts at March 31, 2022 exclude $88.1 million of financing component of interest rate swaps presented in the table below (none at March 31, 2023).

The following table sets forth the carrying values and fair values of the Company's outstanding debt, film related obligations, and interest rate swaps at March 31, 2023 and 2022:

	March 31, 2023		March 31, 2022	
	(Amounts in millions)			
	Carrying Value	Fair Value[1] (Level 2)	Carrying Value	Fair Value[1] (Level 2)
Term Loan A	$ 424.2	$ 415.4	$ 631.9	$ 625.7
Term Loan B	827.2	817.1	837.5	828.3
Production Loans	1,346.1	1,349.9	963.7	966.3
Production Tax Credit Facility	229.4	231.8	221.1	224.0
Backlog Facility and Other	223.7	226.0	—	—
IP Credit Facility	140.8	143.8	120.6	123.5
Financing component of interest rate swaps[2]	—	—	134.0	122.9

(1) The Company measures the fair value of its outstanding debt and interest rate swaps using discounted cash flow techniques that use observable market inputs, such as LIBOR-based yield curves, swap rates, and credit ratings (Level 2 measurements).

(2) Amounts at March 31, 2022 include $88.1 million recorded as a reduction of assets under master netting arrangements (none at March 31, 2023).

The Company's financial instruments also include cash and cash equivalents, accounts receivable, accounts payable, content related payables, other accrued liabilities, other liabilities, and borrowings under the Revolving Credit Facility, if any. The carrying values of these financial instruments approximated the fair values at March 31, 2023 and 2022.

11. Noncontrolling Interests

Redeemable Noncontrolling Interests

The table below presents the reconciliation of changes in redeemable noncontrolling interests:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Beginning balance	$321.2	$219.1	$167.8
Net loss attributable to redeemable noncontrolling interests	(9.2)	(17.7)	(15.9)
Noncontrolling interests discount accretion	13.2	22.7	22.7
Adjustments to redemption value	78.4	98.6	47.1
Other	1.7	—	—
Cash distributions	(6.6)	(1.5)	(2.6)
Purchase of noncontrolling interest	(55.1)	—	—
Ending balance	$343.6	$321.2	$219.1

Redeemable noncontrolling interests (included in temporary equity on the combined balance sheets) relate to the November 12, 2015 acquisition of a controlling interest in Pilgrim Media Group and the May 29, 2018 acquisition of a controlling interest in 3 Arts Entertainment.

3 Arts Entertainment. In connection with the acquisition of a controlling interest in 3 Arts Entertainment on May 29, 2018, the Company recorded a non-compensatory (see below) redeemable noncontrolling interest of $15.8 million, representing the noncontrolling interest holders' 49% equity interest in 3 Arts Entertainment. Pursuant to an amendment dated June 26, 2023, the put rights associated with the 3 Arts Entertainment noncontrolling interest were extended, such that the noncontrolling interest holders have a right to put the noncontrolling interest of 3 Arts Entertainment, at fair value, exercisable beginning July 11, 2023, for a 60 day period. Beginning 30 days after the expiration of the exercise period for the put rights held by the noncontrolling interest holders, the Company has a right to call the noncontrolling interest of 3 Arts Entertainment, at fair value, for a 60 day period. The put and call options have been determined to be embedded in the noncontrolling interest, and because the put rights are outside the control of the Company, the noncontrolling interest holder's interest is presented as redeemable noncontrolling interest outside of shareholders' equity on the Company's combined balance sheets.

In addition, the noncontrolling interest holders have continued as employees of 3 Arts Entertainment. Pursuant to the various 3 Arts Entertainment acquisition and related agreements, a portion of the noncontrolling interest holders' participation in the put and call proceeds is based on the noncontrolling interest holders' performance during the period. Further, if the employment of a noncontrolling interest holder is terminated, under certain circumstances, their participations in distributions cease and the put and call value is discounted from the fair value of their equity ownership percentage. Accordingly, earned distributions are accounted for as compensation and are being expensed within general and administrative expense as incurred. Additionally, the amount of the put and call proceeds subject to the discount is also accounted for as compensation, and is being amortized over the vesting period within general and administrative expense and reflected as an addition to redeemable noncontrolling interest.

A portion of the purchase price of the controlling interest in 3 Arts Entertainment, up to $38.3 million, may be recoupable for a five-year period commencing on the acquisition date of May 29, 2018, contingent upon the continued employment of certain employees, or the achievement of certain EBITDA targets, as defined in the 3 Arts Entertainment acquisition and related agreements. Accordingly, $38.3 million was initially recorded as a deferred compensation arrangement within other current and non-current assets and is being amortized in general and administrative expenses over a five-year period.

Pilgrim Media Group. In connection with the acquisition of a controlling interest in Pilgrim Media Group on November 12, 2015, the Company recorded a redeemable noncontrolling interest of $90.1 million, representing 37.5% of Pilgrim Media Group. Pursuant to an amendment dated April 2, 2021, the put and call rights associated with the Pilgrim Media Group noncontrolling interest were extended and modified, such that the noncontrolling interest holder had a right to put and the Company had a right to call a portion of the noncontrolling interest, equal to 25% of Pilgrim Media Group, at fair value, exercisable for thirty (30) days beginning November 12, 2022. On November 14, 2022, the noncontrolling interest holder exercised the right to put a portion of the noncontrolling interest, equal to 25% of Pilgrim Media Group. In February 2023, the Company paid $36.5 million as settlement of the exercised put option, and recorded a reduction to redeemable noncontrolling interest of $55.1 million representing the carrying value of the noncontrolling interest purchased, with the difference between the carrying value of the noncontrolling interest purchased and the cash paid for the settlement of the put recorded as a reduction to parent net investment of $18.6 million. The noncontrolling interest holder has a right to put and the Company has a right to call the remaining amount of noncontrolling interest at fair value, subject to a cap, exercisable for thirty (30) days beginning November 12, 2024, as amended. The put and call options have been determined to be embedded in the noncontrolling interest, and because the put rights are outside the control of the Company and require partial cash settlement, the noncontrolling interest holder's interest is presented as redeemable noncontrolling interest outside of shareholders' equity on the Company's combined balance sheets.

In addition, the noncontrolling interest holder is the President and CEO of Pilgrim Media Group. Pursuant to the original operating agreement of Pilgrim Media Group, if the employment of the noncontrolling interest holder was terminated, under certain circumstances as defined in the operating agreement, the Company could call and the noncontrolling interest holder could put the noncontrolling interest at a discount to fair value, which was being expensed over the call periods in the original operating agreement. Pursuant to the amendment to the operating agreement on April 2, 2021, this discount was eliminated and therefore the remaining unamortized discount of $2.7 million was expensed in the first quarter ended June 30, 2021. The amortization of the discount through June 30, 2021 was included in general and administrative expense of Pilgrim Media Group for the year ended March 31, 2022, and reflected as an addition to redeemable noncontrolling interest.

Redeemable noncontrolling interests are measured at the greater of (i) the redemption amount that would be paid if settlement occurred at the balance sheet date less the amount attributed to unamortized noncontrolling interest discount if applicable, or (ii) the historical value resulting from the original acquisition date value plus or minus any earnings or loss attribution, plus the amount of amortized noncontrolling interest discount, less the amount of cash distributions that are not accounted for as compensation, if any. The amount of the redemption value in excess of the historical values of the noncontrolling interest, if any, is recognized as an increase to redeemable noncontrolling interest and a charge to parent net investment.

Other. The Company has other immaterial redeemable noncontrolling interests.

Other Noncontrolling Interests

The Company has other immaterial noncontrolling interests that are not redeemable.

12. Revenue

Revenue by Segment, Market or Product Line

The table below presents revenues by segment, market or product line for the fiscal years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31, 2023	2022	2021
	(Amounts in millions)		
Revenue by Type:			
Motion Picture			
Theatrical	$ 120.7	$ 65.3	$ 12.0
Home Entertainment			
Digital Media	527.5	497.1	461.5
Packaged Media	70.5	115.0	139.5
Total Home Entertainment	598.0	612.1	601.0
Television	217.8	257.9	230.2
International	365.0	234.4	217.0
Other	22.2	15.6	20.9
Total Motion Picture revenues[1]	1,323.7	1,185.3	1,081.1
Television Production			
Television	1,144.3	1,094.5	474.0
International	277.7	256.5	164.5
Home Entertainment			
Digital Media	241.7	85.1	127.1
Packaged Media	3.3	6.9	5.7
Total Home Entertainment	245.0	92.0	132.8
Other	93.1	88.0	60.5
Total Television Production revenues[2]	1,760.1	1,531.0	831.8
Total revenues	$ 3,083.8	$ 2,716.3	$ 1,912.9

(1) Total Motion Picture revenues for the years ended March 31, 2023, 2022 and 2021, includes $44.2 million, $38.0 million and $19.8 million, respectively, of revenues from licensing Motion Picture segment product to the Starz Business.

(2) Total Television Production revenues for the years ended March 31, 2023, 2022 and 2021, includes $731.3 million, $610.2 million and $184.3 million, respectively, of revenues from licensing Television Production segment product to the Starz Business.

Remaining Performance Obligations

Remaining performance obligations represent deferred revenue on the balance sheet plus fixed fee or minimum guarantee contracts where the revenue will be recognized and the cash received in the future (i.e., backlog). Revenues expected to be recognized in the future related to performance obligations that are unsatisfied at March 31, 2023 are as follows:

	Year Ending March 31, 2024	2025	2026	Thereafter	Total
	(Amounts in millions)				
Remaining Performance Obligations	$1,053.2	$440.1	$118.1	$ 86.5	$1,697.9

The above table does not include estimates of variable consideration for transactions involving sales or usage-based royalties in exchange for licenses of intellectual property. The revenues included in the above table include all fixed fee contracts regardless of duration.

Revenues of $156.5 million, including variable and fixed fee arrangements, were recognized during the year ended March 31, 2023 from performance obligations satisfied prior to March 31, 2022. These revenues were primarily associated with the distribution of television and theatrical product in electronic sell-through and video-on-demand formats, and to a lesser extent, the distribution of theatrical product in the domestic and international markets related to films initially released in prior periods.

Accounts Receivable, Contract Assets and Deferred Revenue

The timing of revenue recognition, billings and cash collections affects the recognition of accounts receivable, contract assets and deferred revenue. See Note 1 for further information. See the combined balance sheets or Note 19 for accounts receivable, contract assets and deferred revenue balances at March 31, 2023 and 2022.

Accounts Receivable. Accounts receivable are presented net of a provision for doubtful accounts. The Company estimates provisions for accounts receivable based on historical experience for the respective risk categories and current and future expected economic conditions. To assess collectability, the Company analyzes market trends, economic conditions, the aging of receivables and customer specific risks, and records a provision for estimated credit losses expected over the lifetime of the receivables in direct operating expense.

The Company performs ongoing credit evaluations and monitors its credit exposure through active review of customers' financial condition, aging of receivable balances, historical collection trends, and expectations about relevant future events that may significantly affect collectability. The Company generally does not require collateral for its trade accounts receivable.

Changes in the provision for doubtful accounts consisted of the following:

	March 31, 2022	(Benefit) provision for doubtful accounts[1]	Uncollectible accounts written-off[2]	March 31, 2023
		(Amounts in millions)		
Trade accounts receivable	$ 11.4	$ 0.7	$ (3.4)	$ 8.7

(1) Represents a provision for doubtful accounts offset by collections on accounts receivable previously reserved.
(2) Includes $2.5 million related to accounts receivable previously reserved for bad debt from customers in Russia, related to Russia's invasion of Ukraine.

Contract Assets. Contract assets relate to the Company's conditional right to consideration for completed performance under the contract (e.g., unbilled receivables). Amounts relate primarily to contractual payment holdbacks in cases in which the Company is required to deliver additional episodes or seasons of television content in order to receive payment, complete certain administrative activities, such as guild filings, or allow the Company's customers' audit rights to expire. See Note 19 for further details of contract assets at March 31, 2023 and 2022.

Deferred Revenue. Deferred revenue relates primarily to customer cash advances or deposits received prior to when the Company satisfies the corresponding performance obligation. Revenues of $141.3 million were recognized during the year ended March 31, 2023, related to the balance of deferred revenue at March 31, 2022.

13. Share-Based Compensation

General. In September 2019, and as amended in 2021, Lionsgate shareholders approved the Lions Gate Entertainment Corp. 2019 Performance Incentive Plan (the "2019 Lionsgate Plan") previously adopted by Lionsgate's Board of Directors (the "Lionsgate Board"). Certain Company employees were granted stock options, restricted share units or share appreciation rights under the 2019 Lionsgate Plan.

The following disclosures of unit data are based on grants related directly to Company employees and Lionsgate corporate and shared employees, and exclude unit data related to employees of the Starz Business. The amounts presented are not necessarily indicative of future awards and do not necessarily reflect the results that the Company would have experienced as a standalone company for the periods presented.

Stock options are generally granted at exercise prices equal to or exceeding the market price of shares of existing Lionsgate common stock at the date of grant. Substantially all stock options vest ratably over one to four years from the grant date based on continuous service and expire seven to ten years from the date of grant. Restricted stock and restricted share units generally vest ratably over one to three years based on continuous service. Lionsgate satisfies stock option exercises and vesting of restricted stock and restricted share units with newly issued shares.

The measurement of all share-based awards uses a fair value method and the recognition of the related share-based compensation expense in the combined financial statements is recorded over the requisite service period. Further, Lionsgate estimates forfeitures for share-based awards that are not expected to vest. As share-based compensation expense allocated to the Company and recognized in the Company's combined financial statements is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures.

Lionsgate Exchange Program. On January 10, 2020, the Lionsgate Board authorized, and on April 2, 2020, Lionsgate's shareholders approved, a stock option and share appreciation rights exchange program (the "Lionsgate Exchange Program") that permitted certain current employees to exchange certain outstanding stock options and share appreciation rights with exercise prices substantially above the current market price of Lionsgate's existing Class A common stock and Lionsgate's existing Class B common stock for a lesser number of stock options and share appreciation rights that have a fair value that is lower than the fair value of the "out of the money" stock options and share appreciation rights. The program began on April 9, 2020 and was completed on May 7, 2020. As a result of this program, 1.1 million outstanding eligible stock options and share appreciation rights of Lionsgate's existing Class A common stock were exchanged for 0.1 million new stock options and share appreciation rights at an exercise price of $7.70 per share and 3.3 million outstanding eligible stock options and share appreciation rights of Lionsgate's existing Class B common stock were exchanged for 0.7 million new stock options and share appreciation rights at an exercise price of $7.13. There was no incremental compensation expense recorded by Lionsgate, and hence the Company, as a result of the Lionsgate Exchange Program.

Share-Based Compensation Expense. The Company recognized the following share-based compensation expense during the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Compensation Expense:			
Stock options	$ 2.3	$ 9.6	$ 5.6
Restricted share units and other share-based compensation	39.3	38.6	27.7
Share appreciation rights	0.9	2.4	3.2
Total Studio employee share-based compensation expense	42.5	50.6	36.5
Corporate allocation of share-based compensation	26.7	19.6	18.0
	69.2	70.2	54.5
Impact of accelerated vesting on equity awards[(1)]	4.2	—	3.5
Total share-based compensation expense	73.4	70.2	58.0
Tax impact[(2)]	(17.8)	(16.7)	(13.8)
Reduction in net income	$ 55.6	$ 53.5	$ 44.2

(1) Represents the impact of the acceleration of vesting schedules for equity awards pursuant to certain severance arrangements.

(2) Represents the income tax benefit recognized in the statements of operations for share-based compensation arrangements prior to the effects of changes in the valuation allowance.

Share-based compensation expense, by expense category, consisted of the following:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Share-Based Compensation Expense:			
General and administration	$69.2	$70.2	$54.5
Restructuring and other	4.2	—	3.5
	$73.4	$70.2	$58.0

Stock Options

The following table sets forth the stock option, and share appreciation rights ("SARs") activity on grants related directly to the Company employees and Lionsgate corporate and shared service employees during the year ended March 31, 2023:

	Stock Options and SARs							
	Existing Class A Common Stock				Existing Class B Common Stock			
	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value[2]	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value[2]
	(Amounts in millions, except for weighted-average exercise price and years)							
Outstanding at March 31, 2022	5.4	$ 24.34			20.5	$ 15.58		
Granted	—	$ —			0.3	$ 8.97		
Exercised	— [1]	$ 7.70			(0.4)	$ 10.10		
Forfeited or expired	(1.1)	$ 16.81			(1.3)	$ 16.86		
Outstanding at March 31, 2023	4.3	$ 26.35	2.16	$ 0.2	19.1	$ 15.50	5.44	$ 11.6
Vested or expected to vest at March 31, 2023	4.3	$ 26.35	2.16	$ 0.2	19.0	$ 15.52	5.43	$ 11.5
Exercisable at March 31, 2023	4.1	$ 26.60	2.36	$ 0.2	15.2	$ 17.09	4.89	$ 5.1

(1) Represents less than 0.1 million shares.
(2) The intrinsic value is calculated for each in the money stock option and SAR as the difference between the closing price of Lionsgate's common stock on March 31, 2023 and the exercise price.

The fair value of each option award is estimated on the date of grant using a closed-form option valuation model (Black-Scholes). The following table presents the weighted average grant-date fair value of options granted in the years ended March 31, 2023, 2022 and 2021, and the weighted average applicable assumptions used in the Black-Scholes option-pricing model for stock options and share-appreciation rights granted during the years then ended:

	Year Ended March 31,		
	2023	2022	2021
Weighted average fair value of grants	$4.56	$6.16	$3.06
Weighted average assumptions:			
Risk-free interest rate[1]	2.8% - 3.7%	1.1% - 2.45%	0.2% - 0.9%
Expected option lives (in years)[2]	3.5 - 7 years	3.3 - 7 years	2.5 - 7 years
Expected volatility for options[3]	44%	42% - 44%	37% - 42%
Expected dividend yield[4]	0%	0%	0%

(1) The risk-free rate assumed in valuing the options is based on the U.S. Treasury Yield curve in effect applied against the expected term of the option at the time of the grant.
(2) The expected term of options granted represents the period of time that options granted are expected to be outstanding.
(3) Expected volatilities are based on implied volatilities from traded options on Lionsgate's shares, historical volatility of Lionsgate's shares and other factors.
(4) The expected dividend yield is estimated by dividing the expected annual dividend by the market price of Lionsgate's shares at the date of grant.

The total intrinsic value (based on Lionsgate's share price) ofoptions exercised during the year ended March 31, 2023 was $1.1 million (2022—$2.1 million, 2021—$0.5 million).

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During the year ended March 31, 2023, less than 0.1 million shares (2022 and 2021—less than 0.1 million shares) were cancelled to fund withholding tax obligations upon exercise of options.

Restricted Share Units

The following table sets forth the restricted share unit and restricted stock activity on grants related directly to Company employees and Lionsgate corporate and shared service employees during the year ended March 31, 2023:

	Restricted Share Units and Restricted Stock			
	Existing Class A Common Stock	Weighted-Average Grant-Date Fair Value	Existing Class B Common Stock	Weighted-Average Grant-Date Fair Value
	(Amounts in millions, except for weighted-average grant date fair value)			
Outstanding at March 31, 2022	— [1]	$ 11.51	5.5	$ 11.87
Granted	— [1]	$ 10.27	9.3	$ 9.08
Vested	— [1]	$ 11.19	(3.8)	$ 11.89
Forfeited	— [1]	$ 30.56	(0.2)	$ 10.22
Outstanding at March 31, 2023	— [1]	$ 10.95	10.8	$ 9.90

(1) Represents less than 0.1 million shares.

The fair values of restricted share units and restricted stock are determined based on the market value of the shares on the date of grant. The total fair value of restricted share units and restricted stock vested during the year ended March 31, 2023 was $40.0 million (2022—$51.0 million, 2021—$26.0 million).

The following table summarizes the total remaining unrecognized compensation cost as of March 31, 2023 related tonon-vested stock options and restricted stock and restricted share units and the weighted average remaining years over which the cost will be recognized:

	Total Unrecognized Compensation Cost	Weighted Average Remaining Years
	(Amounts in millions)	
Stock Options	$ 4.9	0.6
Restricted Share Units and Restricted Stock	44.7	1.0
Total[1]	$ 49.6	

(1) Represents remaining unrecognized compensation cost related to the Company's employees and an allocation of compensation costs for Lionsgate corporate and shared service employees.

Under Lionsgate's stock option and long term incentive plans, Lionsgate withholds shares to satisfy minimum statutory federal, state and local tax withholding obligations arising from the vesting of restricted share units and restricted stock. During the year ended March 31, 2023, 1.5 million shares (2022 —1.8 million shares, 2021—0.7 million shares) were withheld upon the vesting of restricted share units and restricted stock.

Lionsgate, and hence the Company, becomes entitled to an income tax deduction in an amount equal to the taxable income reported by the holders of the stock options and restricted share units when vesting or exercise occurs, the restrictions are released and the shares are issued. Restricted share units are forfeited if the employees are terminated prior to vesting.

The Company recognized excess tax deficiencies of $8.7 million associated with its equity awards in its tax provision for the year ended March 31, 2023 (2022—benefits of $12.7 million, 2021—deficiencies of $7.7 million).

Other Share-Based Compensation

Pursuant to the terms of certain employment agreements, during the year ended March 31, 2023, Lionsgate granted the equivalent of $2.3 million (2022—$2.3 million, 2021—$2.3 million) in shares to certain Company employees through the term of their employment contracts, which were recorded as compensation expense in the applicable period. Pursuant to this arrangement, for the year ended March 31, 2023, Lionsgate issued 0.3 million shares (2022—0.1 million shares, 2021-0.3 million shares), net of shares withheld to satisfy minimum tax withholding obligations.

14. Income Taxes

The components of pretax income (loss), net of intercompany eliminations, are as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
United States	$(33.5)	$20.4	$(26.4)
International	38.9	(9.2)	8.5
	$ 5.4	$11.2	$(17.9)

The Company's current and deferred income tax provision are as follows:

	Year Ended March 31,		
	2023	2022	2021
Current provision:	(Amounts in millions)		
Federal	$ 3.1	$ 5.7	$ 3.8
States	(0.5)	3.2	8.1
International	10.0	7.2	3.5
Total current provision	12.6	16.1	15.4
Deferred provision:			
Federal	0.5	0.9	1.0
States	(0.1)	0.3	0.9
International	1.3	—	—
Total deferred provision	1.7	1.2	1.9
Total provision for income taxes	$14.3	$17.3	$17.3

The Company's income tax provision differs from the federal statutory rate multiplied bypre-tax income (loss) due to the mix of the Company's pre-tax income (loss) generated across the various jurisdictions in which it operates, changes in the valuation allowance against deferred tax assets, and certain minimum taxes and foreign withholding taxes.

The differences between income taxes expected at U.S. statutory income tax rates and the income tax provision are as set forth below:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Income taxes computed at Federal statutory rate	$ 1.1	$ 2.4	$ (3.7)
Foreign operations subject to different income tax rates	5.0	7.1	5.1
State income tax	(0.6)	3.5	9.0
Remeasurements of originating deferred tax assets and liabilities	(4.7)	(9.2)	9.9
Permanent differences	2.1	—	(1.1)
Nondeductible share-based compensation	1.8	(2.7)	1.6
Nondeductible officers compensation	9.8	5.1	7.1
Non-controlling interest in partnerships	1.8	3.7	3.3
Foreign derived intangible income	(1.4)	—	(5.9)
Other	1.7	1.5	0.5
Changes in valuation allowance	(2.3)	5.9	(8.5)
Total provision for income taxes	$14.3	$17.3	$17.3

The income tax effects of temporary differences between the book value and tax basis of assets and liabilities are as follows:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Deferred tax assets:		
Net operating losses	$ 94.1	$ 103.0
Foreign tax credits	7.2	3.8
Accrued compensation	50.7	45.5
Operating leases- liabilities	24.4	26.5
Other assets	14.5	34.6
Reserves	8.0	10.7
Interest	21.8	—
Total deferred tax assets	220.7	224.1
Valuation allowance	(152.2)	(184.6)
Deferred tax assets, net of valuation allowance	68.5	39.5
Deferred tax liabilities:		
Intangible assets	(8.0)	(7.7)
Investment in film and television programs	(3.6)	(3.5)
Unrealized gains on derivative contracts	(33.5)	(11.4)
Operating leases—assets	(21.9)	(23.9)
Other	(19.6)	(9.4)
Total deferred tax liabilities	(86.6)	(55.9)
Net deferred tax liabilities	$ (18.1)	$ (16.4)

The Company has recorded valuation allowances for certain deferred tax assets, which are primarily related to U.S. and foreign net operating loss carryforwards and U.S. foreign tax credit carryforwards as sufficient uncertainty exists regarding the future realization of these assets.

As computed on a separate return basis, with the combined historical results of the Studio Business presented on a managed basis as discussed in Note 1, at March 31, 2023, the Company had U.S. net operating

loss carryforwards ("NOLs") of approximately $27.0 million, which would not expire, and state NOLs of approximately $53.9 million, which would expire in varying amounts beginning in 2024. In addition, at March 31, 2023, the Company had U.S. credit carryforwards related to foreign taxes paid of approximately $7.2 million to offset future federal income taxes that would expire beginning in 2032. However, under the managed basis of presentation of the Studio Business, the combined historical results exclude certain deductions and other items and therefore, for purposes of these combined financial statements, these items are not reflected in the calculations of NOLs of the Studio Business.

The following table summarizes the changes to the gross unrecognized tax benefits, exclusive of interest and penalties, for the years ended March 31, 2023, 2022 and 2021:

	Amounts in millions
Gross unrecognized tax benefits at March 31, 2020	$ 0.6
Increases related to current year tax position	—
Increases related to prior year tax positions	—
Decreases related to prior year tax positions	—
Settlements	—
Lapse in statute of limitations	—
Gross unrecognized tax benefits at March 31, 2021	0.6
Increases related to current year tax position	—
Increases related to prior year tax positions	0.4
Decreases related to prior year tax positions	—
Settlements	—
Lapse in statute of limitations	—
Gross unrecognized tax benefits at March 31, 2022	1.0
Increases related to current year tax position	—
Increases related to prior year tax positions	—
Decreases related to prior year tax positions	—
Settlements	—
Lapse in statute of limitations	(0.7)
Gross unrecognized tax benefits at March 31, 2023	$ 0.3

The Company records interest and penalties on unrecognized tax benefits as part of its income tax provision. For the years ended March 31, 2023, 2022 and 2021, the Company recognized insignificant amounts of net interest and penalties related to uncertain tax positions. The total amount of unrecognized tax benefits as of March 31, 2023 that, if recognized, would benefit the Company's tax provision are $0.4 million. The Company estimates the liability for unrecognized tax benefits will not decrease in the next twelve months.

The Company is subject to taxation in the U.S. and various state, local, and foreign jurisdictions. To the extent allowed by law, the taxing authorities may have the right to examine prior periods where NOLs were generated and carried forward and make adjustments up to the amount of the NOLs. Currently, audits are occurring in various U.S. federal, state and local tax jurisdictions for tax years ended in 2018 through 2020. Lionsgate is currently under examination by the Canadian tax authority for the years ended March 31, 2018 through March 31, 2019.

15. Restructuring and Other

Restructuring and other includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. During the years ended March 31, 2023, 2022 and 2021, the Company also incurred certain other unusual charges, which are included in direct operating expense and distribution and

marketing expense in the combined statements of operations and are described below. The following table sets forth restructuring and other and these other unusual charges or benefits and the statement of operations line items they are included in for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Restructuring and other:			
Other impairments[1]	$ 5.9	$—	$ —
Severance[2]			
Cash	10.8	2.8	12.4
Accelerated vesting on equity awards (see Note 13)	4.2	—	3.5
Total severance costs	15.0	2.8	15.9
COVID-19 related charges included in restructuring and other[3]	0.1	1.0	2.4
Transaction and other costs[4]	6.2	2.5	2.8
Total Restructuring and Other	27.2	6.3	21.1
Other unusual charges not included in restructuring and other:			
Content charges included in direct operating expense[5]	8.1	—	—
COVID-19 related charges (benefit) included in:			
Direct operating expense[6]	(8.9)	(5.2)	34.2
Distribution and marketing expense[6]	—	—	16.7
Charges related to Russia's invasion of Ukraine included in direct operating expense[7]	—	5.9	—
Total restructuring and other and other unusual charges not included in restructuring and other	$26.4	$ 7.0	$72.0

(1) Amounts in the fiscal year ended March 31, 2023 include impairment of an operating leaseright-of-use asset related to the Studio Business and corporate facilities amounting to $5.8 million associated with a portion of a facility lease that will no longer be utilized by the Company. The impairment reflects a decline in market conditions since the inception of the lease impacting potential sublease opportunities, and represents the difference between the estimated fair value, which was determined based on the expected discounted future cash flows of the lease asset, and the carrying value.

(2) Severance costs in the fiscal years ended March 31, 2023, 2022 and 2021 were primarily related to restructuring activities and other cost-saving initiatives.

(3) Amounts represent certain incremental general and administrative costs associated with theCOVID-19 global pandemic, such as costs related to transitioning the Company to a remote-work environment, costs associated with return-to-office safety protocols, and other incremental general and administrative costs associated with the COVID-19 global pandemic.

(4) Transaction and other costs in the fiscal years ended March 31, 2023, 2022 and 2021 reflect transaction, integration and legal costs associated with certain strategic transactions, and restructuring activities and also include costs and benefits associated with legal matters.

(5) Amounts represent development costs of $7.2 million written off as a result of changes in strategy across the Company's theatrical slate in connection with certain management changes and changes in the theatrical marketplace in the Motion Picture segment, with the remaining amount reflecting other corporate development costs written off. These charges are excluded from segment results and included in amortization of investment in film and television programs in direct operating expense on the combined statement of operations.

(6) Amounts reflected in direct operating expense include incremental costs associated with the pausing and restarting of productions including paying/hiring certain cast and crew, maintaining idle facilities and equipment costs resulting from circumstances associated with the COVID-19 global pandemic, net of

insurance recoveries of $8.4 million, $15.6 million and immaterial amounts in fiscal 2023, 2022 and 2021, respectively. In fiscal 2021, these charges also included film impairment due to changes in performance expectations resulting from circumstances associated with the COVID-19 global pandemic. In fiscal years 2023 and 2022, insurance and bad debt recoveries exceeded the incremental costs expensed in the year, resulting in a net benefit included in direct operating expense. The costs included in distribution and marketing expense primarily consist of contractual marketing spends for film releases and events that have been canceled or delayed and will provide no economic benefit. The Company is in the process of seeking additional insurance recovery for some of these costs. The ultimate amount of insurance recovery cannot be estimated at this time.

(7) Amounts represent charges related to Russia's invasion of Ukraine, primarily related to bad debt reserves for accounts receivable from customers in Russia, included in direct operating expense in the combined statements of operations.

Changes in the restructuring and other severance liability were as follows for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Severance liability			
Beginning balance	$ 0.8	$ 3.9	$ 8.1
Accruals	10.8	2.8	12.4
Severance payments	(7.9)	(5.9)	(16.6)
Ending balance[1]	$ 3.7	$ 0.8	$ 3.9

(1) As of March 31, 2023, the remaining severance liability of approximately $3.7 million is expected to be paid in the next 12 months.

16. Segment Information

The Company's reportable segments have been determined based on the distinct nature of their operations, the Company's internal management structure, and the financial information that is evaluated regularly by the Company's chief operating decision maker.

The Company has two reportable business segments: (1) Motion Picture and (2) Television Production.

Motion Picture. Motion Picture consists of the development and production of feature films, acquisition of North American and worldwide distribution rights, North American theatrical, home entertainment and television distribution of feature films produced and acquired, and worldwide licensing of distribution rights to feature films produced and acquired.

Television Production. Television Production consists of the development, production and worldwide distribution of television productions including television series, television movies and mini-series, and non-fiction programming. Television Production includes the domestic and international licensing of Starz original series productions to the Starz Business, and the ancillary market distribution of Starz original productions and licensed product. Additionally, the Television Production segment includes the results of operations of 3 Arts Entertainment.

Segment information is presented in the table below:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Segment revenues			
Motion Picture	$ 1,323.7	$ 1,185.3	$ 1,081.1
Television Production	1,760.1	1,531.0	831.8
Total revenue	$ 3,083.8	$ 2,716.3	$ 1,912.9
Gross contribution			
Motion Picture	$ 386.3	$ 356.0	$ 401.8
Television Production	185.3	124.1	126.3
Total gross contribution	571.6	480.1	528.1
Segment general and administration			
Motion Picture	109.8	93.1	106.2
Television Production	51.9	40.2	42.7
Total segment general and administration	161.7	133.3	148.9
Segment profit			
Motion Picture	276.5	262.9	295.6
Television Production	133.4	83.9	83.6
Total segment profit	$ 409.9	$ 346.8	$ 379.2

The Company's primary measure of segment performance is segment profit. Segment profit is defined as gross contribution (revenues, less direct operating and distribution and marketing expense) less segment general and administration expenses. Segment profit excludes, when applicable, corporate and allocated general and administrative expense, restructuring and other costs, share-based compensation, certain charges related to the COVID-19 global pandemic, charges related to Russia's invasion of Ukraine, and purchase accounting and related adjustments. The Company believes the presentation of segment profit is relevant and useful for investors because it allows investors to view segment performance in a manner similar to the primary method used by the Company's management and enables them to understand the fundamental performance of the Company's businesses.

The reconciliation of total segment profit to the Company's income (loss) before income taxes is as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Company's total segment profit	$ 409.9	$ 346.8	$ 379.2
Corporate general and administrative expenses[1]	(100.9)	(80.0)	(91.4)
Adjusted depreciation and amortization[2]	(12.2)	(12.4)	(13.4)
Restructuring and other[3]	(27.2)	(6.3)	(21.1)
COVID-19 related benefit (charges) included in direct operating expense and distribution and marketing expense[4]	8.9	5.2	(50.9)
Content charges[5]	(8.1)	—	—
Charges related to Russia's invasion of Ukraine[6]	—	(5.9)	—
Adjusted share-based compensation expense[7]	(69.2)	(70.2)	(54.5)
Purchase accounting and related adjustments[8]	(61.6)	(65.3)	(52.0)
Operating income	139.6	111.9	95.9
Interest expense	(162.6)	(115.0)	(109.7)
Interest and other income	6.4	28.0	6.1
Other expense	(21.2)	(8.6)	(4.7)
Loss on extinguishment of debt	(1.3)	(3.4)	—
Gain on investments	44.0	1.3	0.6
Equity interests income (loss)	0.5	(3.0)	(6.1)
Income (loss) before income taxes	$ 5.4	$ 11.2	$ (17.9)

(1) Corporate general and administrative expenses reflect the allocations of certain general and administrative expenses from Lionsgate related to certain corporate and shared service functions historically provided by Lionsgate, including, but not limited to, executive oversight, accounting, tax, legal, human resources, occupancy, and other shared services (see Note 1 and Note 20 for further information). Amount excludes allocation of share-based compensation expense discussed below. The costs included in corporate general and administrative expenses represent certain corporate executive expense (such as salaries and wages for the office of the Chief Executive Officer, Chief Financial Officer, General Counsel and other corporate officers), investor relations costs, costs of maintaining corporate facilities, and other unallocated common administrative support functions, including corporate accounting, finance and financial reporting, internal and external audit and tax costs, corporate and other legal support functions, and certain information technology and human resources expense.

(2) Adjusted depreciation and amortization represents depreciation and amortization as presented on the combined statements of operations less the depreciation and amortization related to the non-cash fair value adjustments to property and equipment and intangible assets acquired in recent acquisitions which are included in the purchase accounting and related adjustments line item above, as shown in the table below:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Depreciation and amortization	$17.9	$18.1	$17.2
Less: Amount included in purchase accounting and related adjustments	(5.7)	(5.7)	(3.8)
Adjusted depreciation and amortization	$12.2	$12.4	$13.4

(3) Restructuring and other includes restructuring and severance costs, certain transaction and related costs, and certain unusual items, when applicable. See Note 15 for further information on restructuring and other.

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(4) Amounts represent the incremental costs included in direct operating expense and distribution and marketing expense resulting from circumstances associated with the COVID-19 global pandemic, net of insurance recoveries. During the fiscal years ended March 31, 2023 and 2022, the Company has incurred a net benefit in direct operating expense due to insurance and bad debt recoveries in excess of the incremental cost expensed in the period. See Note 15 for further information. These charges (benefits) are excluded from segment operating results.

(5) Content charges represent certain charges included in direct operating expense in the combined statements of operations, and excluded from segment operating results (see Note 15 for further information).

(6) Amounts represent charges related to Russia's invasion of Ukraine, primarily related to bad debt reserves for accounts receivable from customers in Russia, included in direct operating expense in the combined statements of operations, and excluded from segment operating results.

(7) The following table reconciles total share-based compensation expense to adjusted share-based compensation expense:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Total share-based compensation expense[(i)]	$73.4	$70.2	$58.0
Less:			
Amount included in restructuring and other[(ii)]	(4.2)	—	(3.5)
Adjusted share-based compensation	$69.2	$70.2	$54.5

(i) Total share-based compensation expense in the years ended March 31, 2023, 2022 and 2021 includes $26.7 million, $19.6 million and $18.0 million, respectively, of corporate allocation of share-based compensation expense, representing the allocation of Lionsgate's corporate employee share-based compensation expense.

(ii) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of certain vesting schedules for equity awards pursuant to certain severance arrangements.

(8) Purchase accounting and related adjustments primarily represent the amortization of non-cash fair value adjustments to certain assets acquired in recent acquisitions. The following sets forth the amounts included in each line item in the financial statements:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Purchase accounting and related adjustments:			
Direct operating	$ 0.7	$ 0.4	$ 1.0
General and administrative expense[(i)]	55.2	59.2	47.2
Depreciation and amortization	5.7	5.7	3.8
	$61.6	$65.3	$52.0

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(i) These adjustments include the non-cash charge for the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense, as presented in the table below. The noncontrolling equity interest in the distributable earnings of 3 Arts Entertainment are reflected in as an expense rather than noncontrolling interest in the combined statements of operations due to the relationship to continued employment.

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Amortization of recoupable portion of the purchase price	$ 7.7	$ 7.7	$ 7.7
Noncontrolling interest discount amortization	13.2	22.7	22.7
Noncontrolling equity interest in distributable earnings	34.3	28.8	16.8
	$55.2	$59.2	$47.2

See Note 12 for revenues by media or product line as broken down by segment for the fiscal years ended March 31, 2023, 2022 and 2021.

The following table reconciles segment general and administration to the Company's total combined general and administration expense:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
General and administration			
Segment general and administrative expenses	$ 161.7	$ 133.3	$ 148.9
Corporate general and administrative expenses	100.9	80.0	91.4
Share-based compensation expense included in general and administrative expense[(1)]	69.2	70.2	54.5
Purchase accounting and related adjustments	55.2	59.2	47.2
	$ 387.0	$ 342.7	$ 342.0

(1) Includes share-based compensation expense related to the allocation of Lionsgate corporate and shared employee share-based compensation expenses of $26.7 million in fiscal year 2023 (2022- $19.6 million, 2021—$18.0 million).

The reconciliation of total segment assets to the Company's total combined assets is as follows:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Assets		
Motion Picture	$ 1,759.4	$ 1,622.6
Television Production	1,949.1	1,978.9
Other unallocated assets[(1)]	704.2	724.2
	$ 4,412.7	$ 4,325.7

(1) Other unallocated assets primarily consist of cash, other assets and investments.

The following table sets forth acquisition of investment in films and television programs, as broken down by segment for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Acquisition of investment in films and television programs			
Motion Picture	$ 484.5	$ 463.1	$ 325.8
Television Production	1,083.9	1,287.0	856.1
	$ 1,568.4	$ 1,750.1	$ 1,181.9

The following table sets forth capital expenditures, as broken down by segment for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Capital expenditures			
Motion Picture	$—	$—	$ —
Television Production	0.3	0.4	0.4
Corporate[(1)]	6.2	5.7	9.8
	$ 6.5	$ 6.1	$10.2

(1) Represents unallocated capital expenditures primarily related to the Company's corporate headquarters.

Revenue by geographic location, based on the location of the customers, with no other foreign country individually comprising greater than 10% of total revenue, is as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Revenue			
Canada	$ 64.0	$ 56.7	$ 41.0
United States	2,348.8	2,084.0	1,470.8
Other foreign	671.0	575.6	401.1
	$ 3,083.8	$ 2,716.3	$ 1,912.9

Long-lived assets by geographic location are as follows:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Long-lived assets[(1)]		
United States	$ 1,736.5	$ 1,859.7
Other foreign	190.8	164.2
	$ 1,927.3	$ 2,023.9

(1) Long-lived assets represents total assets less the following: current assets, investments, long-term receivables, intangible assets, goodwill and deferred tax assets.

For the years ended March 31, 2023, 2022 and 2021, the Company had revenue from the Starz Business of $775.5 million, $648.2 million and $204.1 million, respectively, which represented greater than 10% of

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combined revenues, primarily related to the Company's Television Production segment. See Note 20 for further information. For the year ended March 31, 2023, the Company had revenue from one individual external customer which represented greater than 10% of combined revenues, amounting to $337.1 million, related to the Company's Motion Picture and Television Production segments. In the year ended March 31, 2021, the Company also had revenue from one individual external customer which represented greater than 10% of combined revenues, amounting to $293.5 million, related to the Company's Motion Picture and Television Production segments.

As of March 31, 2023 and 2022, the Company had accounts receivable due from one customer which individually represented greater than 10% of combined accounts receivable. Accounts receivable due from this one customer amounted to 10.5% and 10.3% of total combined accounts receivable (current and non-current) at March 31, 2023 and 2022, respectively, or gross accounts receivable of approximately $60.0 million and $48.0 million, respectively. In addition, the Company had amounts due from the Starz Business of $157.6 million and $126.8 million at March 31, 2023 and 2022, respectively, which are separately presented in the "Due from Starz Business" line item of the combined balance sheets. See Note 20 for further information.

17. Commitments and Contingencies

Commitments

The following table sets forth the Company's future annual repayment of contractual commitments as of March 31, 2023:

	Year Ending March 31,						
	2024	2025	2026	2027	2028	Thereafter	Total
	(Amounts in millions)						
Contractual commitments by expected repayment date (off-balance sheet arrangements)							
Film related obligations commitments[1]	$149.6	$141.0	$14.1	$ 6.5	$ —	$ 4.1	$315.3
Interest payments[2]	139.9	81.3	36.6	10.1	3.2	—	271.1
Other contractual obligations	81.0	57.9	45.7	40.3	36.9	138.0	399.8
Total future commitments under contractual obligations[3]	$370.5	$280.2	$96.4	$56.9	$40.1	$ 142.1	$986.2

(1) Film related obligations commitments are not reflected on the combined balance sheets as they did not then meet the criteria for recognition and include the following items:
- (i) Distribution and marketing commitments represent contractual commitments for future expenditures associated with distribution and marketing of films which the Company will distribute. The payment dates of these amounts are primarily based on the anticipated release date of the film.
- (ii) Minimum guarantee commitments represent contractual commitments related to the purchase of film rights for pictures to be delivered in the future.
- (iii) Production loan commitments represent amounts committed for future film production and development to be funded through production financing and recorded as a production loan liability when incurred. Future payments under these commitments are based on anticipated delivery or release dates of the related film or contractual due dates of the commitment. The amounts include estimated future interest payments associated with the commitment.

(2) Includes cash interest payments on the Company's Senior Credit Facilities and film related obligations, based on the applicable LIBOR and SOFR interest rates as of March 31, 2023, net of payments and receipts from the Company's interest rate swaps, and excluding the interest payments on the revolving credit facility as future amounts are not fixed or determinable due to fluctuating balances and interest rates.

(3) Not included in the amounts above are $343.6 million of redeemable noncontrolling interest, as future amounts and timing are subject to a number of uncertainties such that the Company is unable to make sufficiently reliable estimations of future payments. See Note 11 for further information.

Multiemployer Benefit Plans. The Company contributes to various multiemployer pension plans under the terms of collective bargaining agreements that cover its union-represented employees. The Company makes periodic contributions to these plans in accordance with the terms of applicable collective bargaining agreements and laws but does not sponsor or administer these plans. The risks of participating in these multiemployer pension plans are different from single-employer pension plans such that (i) contributions made by the Company to the multiemployer pension plans may be used to provide benefits to employees of other participating employers; (ii) if the Company chooses to stop participating in certain of these multiemployer pension plans, it may be required to pay those plans an amount based on the underfunded status of the plan, which is referred to as a withdrawal liability; and (iii) actions taken by a participating employer that lead to a deterioration of the financial health of a multiemployer pension plan may result in the unfunded obligations of the multiemployer pension plan to be borne by its remaining participating employers.

The Company does not participate in any multiemployer benefit plans that are considered to be individually significant to the Company, and as of March 31, 2023, all except two of the largest plans in which the Company participates were funded at a level of 80% or greater. The other two plans, the Motion Picture Industry Pension Plan and the Screen Actors Guild—Producers Pension Plan were funded at 69.80% and 78.95%, respectively, for the 2022 plan year, but neither of these plans were considered to be in endangered, critical, or critical and declining status in the 2022 plan year. Total contributions made by the Company to multiemployer pension and other benefit plans for the years ended March 31, 2023, 2022 and 2021 were $87.0 million, $90.4 million and $62.9 million, respectively.

If the Company ceases to be obligated to make contributions or otherwise withdraws from participation in any of these plans, applicable law requires the Company to fund its allocable share of the unfunded vested benefits, which is known as a withdrawal liability. In addition, actions taken by other participating employers may lead to adverse changes in the financial condition of one of these plans, which could result in an increase in the Company's withdrawal liability.

Contingencies

From time to time, the Company is involved in certain claims and legal proceedings arising in the normal course of business.

The Company establishes an accrued liability for claims and legal proceedings when the Company determines that a loss is both probable and the amount of the loss can be reasonably estimated. Once established, accruals are adjusted from time to time, as appropriate, in light of additional information. The amount of any loss ultimately incurred in relation to matters for which an accrual has been established may be higher or lower than the amounts accrued for such matters.

As of March 31, 2023, the Company is not a party to any material pending claims or legal proceeding and is not aware of any other claims that it believes could, individually or in the aggregate, have a material adverse effect on the Company's financial position, results of operations or cash flows.

Insurance Litigation

During the fiscal year ended March 31, 2022, the Company settled with all of the insurers in its previous lawsuits related to insurance reimbursements associated with the previous Starz shareholder litigation settlement, which resulted in a net settlement amount received by the Company of $22.7 million in the fiscal year ended March 31, 2022, which is included in the "interest and other income" line item on the combined statement of operations.

18. Financial Instruments

(a) Credit Risk

Concentration of credit risk with the Company's customers is limited due to the Company's customer base and the diversity of its sales throughout the world. The Company performs ongoing credit evaluations and maintains a provision for potential credit losses. The Company generally does not require collateral for its trade accounts receivable.

(b) Derivative Instruments and Hedging Activities

Forward Foreign Exchange Contracts

The Company enters into forward foreign exchange contracts to hedge its foreign currency exposures on future production expenses and tax credit receivables denominated in various foreign currencies (i.e., cash flow hedges). The Company also enters into forward foreign exchange contracts that economically hedge certain of its foreign currency risks, even though hedge accounting does not apply or the Company elects not to apply hedge accounting. The Company monitors its positions with, and the credit quality of, the financial institutions that are party to its financial transactions. Changes in the fair value of the foreign exchange contracts that are designated as hedges are reflected in accumulated other comprehensive income (loss), and changes in the fair value of foreign exchange contracts that are not designated as hedges and do not qualify for hedge accounting are recorded in direct operating expense. Gains and losses realized upon settlement of the foreign exchange contracts that are designated as hedges are amortized to direct operating expense on the same basis as the production expenses being hedged.

As of March 31, 2023, the Company had the following outstanding forward foreign exchange contracts (all outstanding contracts have maturities of less than 30 months from March 31, 2023):

March 31, 2023				
Foreign Currency	**Foreign Currency Amount**		**US Dollar Amount**	**Weighted Average Exchange Rate Per $1 USD**
	(Amounts in millions)		**(Amounts in millions)**	
British Pound Sterling	3.1 GBP	in exchange for	$ 2.3	1.33 GBP
Czech Koruna	180.0 CZK	in exchange for	$ 8.6	20.88 CZK
Euro	11.0 EUR	in exchange for	$ 10.0	1.10 EUR
Canadian Dollar	5.1 CAD	in exchange for	$ 3.6	1.42 CAD
Polish Zloty	8.0 PLN	in exchange for	$ 1.8	4.33 PLN
Mexican Peso	237.8 MXN	in exchange for	$ 12.6	18.86 MXN

Interest Rate Swaps

The Company is exposed to the impact of interest rate changes, primarily through its borrowing activities in the Company's capacity as primary borrower of Lionsgate's Senior Credit Facilities. See Note 7 for further information. The Company's objective is to mitigate the impact of interest rate changes on earnings and cash flows. The Company primarily uses pay-fixed interest rate swaps to facilitate its interest rate risk management activities, which the Company generally designates as cash flow hedges of interest payments on floating-rate borrowings. Pay-fixed swaps effectively convert floating-rate borrowings to fixed-rate borrowings. The unrealized gains or losses from these designated cash flow hedges are deferred in accumulated other comprehensive income (loss) and recognized in interest expense as the interest payments occur. Changes in the fair value of interest rate swaps that are not designated as hedges are recorded in interest expense (see further explanation below).

Cash settlements related to interest rate contracts are generally classified as operating activities on the combined statements of cash flows. However, due to a financing component (debt host) on a portion of the

Company's previously outstanding interest rate swaps (see *Designated Cash Flow Hedges at March 31, 2022* table below), the cash flows related to these contracts were classified as financing activities through the date of termination.

Outstanding at March 31, 2022. As of March 31, 2022, the Company had the following designated cash flow hedge pay-fixed interest rate swaps outstanding, and the following not designated pay-fixed receive-variable and offsetting pay-variable receive-fixed interest rate swaps outstanding (related to the Company's LIBOR-based debt, see Note 7 and Note 8 for further information).

Designated Cash Flow Hedges at March 31, 2022:

Effective Date	Notional Amount (in millions)	Fixed Rate Paid	Maturity Date[1]
May 23, 2018	$ 300.0	2.915%	March 24, 2025
May 19, 2020	$ 700.0	1.923%	March 23, 2030[2][3]
May 19, 2020	$ 350.0	2.531%	March 23, 2027[2][3]
June 15, 2020	$ 150.0	2.343%	March 23, 2027[2][3]
August 14, 2020	$ 200.0	1.840%	March 23, 2030[2][3]
Total	$ 1,700.0		

(1) Subject to a mandatory early termination date of March 23, 2025.
(2) These pay-fixed interest rate swaps were considered hybrid instruments with a financing component (debt host) and an embedded at-market derivative that was designated as a cash flow hedge.
(3) Terminated in May 2022, see *May 2022 Transactions* description below.

Not Designated Cash Flow Hedges at March 31, 2022:

Pay-Fixed Receive-Variable[1]			Offsetting Pay-Variable Receive-Fixed[1]			
Effective Date	Notional Amount (in millions)	Fixed Rate Paid	Effective Date	Notional Amount (in millions)	Fixed Rate Received	Maturity Date
May 23, 2018	$ 700.0	2.915%[3]	May 19, 2020	$ 700.0	2.915%[2]	March 24, 2025
June 25, 2018	$ 200.0	2.723%[3]	August 14, 2020	$ 200.0	2.723%[2]	March 23, 2025
July 31, 2018	$ 300.0	2.885%[3]	May 19, 2020	$ 300.0	2.885%[2]	March 23, 2025
December 24, 2018	$ 50.0	2.744%[3]	May 19, 2020	$ 50.0	2.744%[2]	March 23, 2025
December 24, 2018	$ 100.0	2.808%[3]	June 15, 2020	$ 100.0	2.808%[2]	March 23, 2025
December 24, 2018	$ 50.0	2.728%[3]	June 15, 2020	$ 50.0	2.728%[2]	March 23, 2025
Total	$ 1,400.0		Total	$ 1,400.0		

(1) During the fiscal year ended March 31, 2021, the Company completed a series of transactions to amend and extend certain interest rate swap agreements, and as part of these transactions, the $1.4 billion pay-fixed receive-variable interest rate swaps presented in the table above were de-designated, and the Company entered into $1.4 billion of pay-variable receive-fixed interest rate swaps, as presented in the table above, which are designed to offset the terms of the $1.4 billion of pay-fixed receive-variable swaps in the table above. At the time of the de-designation of the above $1.4 billion in pay-fixed receive-variable interest rate swaps, there was approximately $163.0 million of unrealized losses recorded in accumulated other comprehensive income (loss). This amount is being amortized to interest expense through the remaining term of the de-designated swaps unless it becomes probable that the cash flows originally hedged will not occur, in which case the proportionate amount of the loss will be recorded to interest expense at that time. The $1.4 billion of pay-fixed receive-variable interest rate swaps de-designated as cash flow hedges and the $1.4 billion of offsetting pay-variable receive-fixed swaps were marked to market with changes in fair value recognized, along with the fixed and variable payments on these swaps, in interest expense, which netted to an immaterial amount.

(2) Terminated in May 2022, see *May 2022 Transactions* description below.
(3) Re-designated in May 2022, see *May 2022 Transactions* description below.

May 2022 Transactions**:** In May 2022, the Company terminated certain of its interest rate swap contracts with effective dates of May 19, 2020, June 15, 2020 and August 14, 2020, (the "Terminated Swaps"), as presented in the tables above. As a result of the terminations, the Company received approximately $56.4 million. Simultaneously with the termination of the Terminated Swaps, the Company re-designated all other swaps previously not designated (i.e., swaps with effective dates of May 23, 2018, June 25, 2018, July 31, 2018 and December 24, 2018 (the "Re-designated Swaps")) as cash flow hedges of variable rate debt with an aggregate notional amount of $1.4 billion. In addition to the $1.4 billion Re-designated Swaps, the Company also has $300.0 million of other interest rate swaps designated as cash flow hedges as of March 31, 2023. Accordingly, at March 31, 2023, the Company has a total of $1.7 billion of interest rate swaps designated as cash flow hedges (see *Designated Cash Flow Hedges at March 31, 2023* table below).

The receipt of approximately $56.4 million as a result of the termination was recorded as a reduction of the asset values of the derivatives amounting to $188.7 million and a reduction of the financing component (debt host) of the Terminated Swaps amounting to $131.3 million. At the time of the termination of the Terminated Swaps, there was approximately $180.4 million of unrealized gains recorded in accumulated other comprehensive income (loss) related to these Terminated Swaps. This amount will be amortized as a reduction of interest expense through the remaining term of the swaps unless it becomes probable that the cash flows originally hedged will not occur, in which case the proportionate amount of the gain will be recorded as a reduction to interest expense at that time. In addition, the liability amount of $6.8 million for the Re-designated Swaps (see *Designated Cash Flow Hedges at March 31, 2023* table below) at the re-designation date will be amortized as a reduction of interest expense throughout the remaining term of theRe-designated Swaps, unless it becomes probable that the cash flows originally hedged will not occur, in which case the proportionate amount of the loss will be recorded to interest expense at that time.

The receipt of approximately $56.4 million was classified in the combined statement of cash flows as cash provided by operating activities of $188.7 million reflecting the amount received for the derivative portion of the termination of swaps, and a use of cash in financing activities of $134.5 million reflecting the pay down of the financing component of the Terminated Swaps (inclusive of payments made between April 1, 2022 and the termination date amounting to $3.2 million).

Outstanding at March 31, 2023. As of March 31, 2023, the Company had the following pay-fixed interest rate swaps which have been designated as cash flow hedges outstanding (all related to the Company's LIBOR-based debt, see Note 7 and Note 8):

Designated Cash Flow Hedges at March 31, 2023:

Effective Date	Notional Amount (in millions)	Fixed Rate Paid	Maturity Date
May 23, 2018	$ 300.0	2.915%	March 24, 2025
May 23, 2018	$ 700.0	2.915%	March 24, 2025[1]
June 25, 2018	$ 200.0	2.723%	March 23, 2025[1]
July 31, 2018	$ 300.0	2.885%	March 23, 2025[1]
December 24, 2018	$ 50.0	2.744%	March 23, 2025[1]
December 24, 2018	$ 100.0	2.808%	March 23, 2025[1]
December 24, 2018	$ 50.0	2.728%	March 23, 2025[1]
Total	$ 1,700.0		

(1) Represents the Re-designated Swaps as described in the *May 2022 Transactions* section above that were previously not designated cash flow hedges at March 31, 2022.

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Financial Statement Effect of Derivatives

Combined statement of operations and comprehensive income (loss): The following table presents the pre-tax effect of the Company's derivatives on the accompanying combined statements of operations and comprehensive income (loss) for the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Derivatives designated as cash flow hedges:			
Forward exchange contracts			
Gain (loss) recognized in accumulated other comprehensive income (loss)	$ 1.7	$ 1.7	$ (1.0)
Gain (loss) reclassified from accumulated other comprehensive income (loss) into direct operating expense	(0.3)	(0.2)	0.2
Interest rate swaps			
Gain recognized in accumulated other comprehensive income (loss)	$ 81.1	$ 66.5	$ 72.0
Gain (loss) reclassified from accumulated other comprehensive income (loss) into interest expense	1.4	(15.0)	(20.0)
Derivatives not designated as cash flow hedges:			
Forward exchange contracts			
Gain recognized in direct operating expense	$ —	$ —	$ 0.3
Interest rate swaps			
Loss reclassified from accumulated other comprehensive income (loss) into interest expense	$ (11.8)	$ (33.8)	$ (28.3)
Total direct operating expense on combined statements of operations	$ 2,207.9	$ 1,922.1	$ 1,220.0
Total interest expense on combined statements of operations	$ 162.6	$ 115.0	$ 109.7

Combined balance sheets: The Company classifies its forward foreign exchange contracts and interest rate swap agreements within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments. See Note 10 for further information. The portion of the swaps reflecting the financing component (debt host) of the hybrid instrument discussed above is recorded at amortized cost and reduced over time based on payments. Pursuant to the Company's accounting policy to offset the fair value amounts recognized for derivative instruments, the Company presents the asset or liability position of the swaps that are with the same counterparty under a master netting arrangement net as either an asset or liability in its combined balance sheets. As of March 31, 2023, there were no swaps outstanding that were subject to a master netting arrangement. As of March 31, 2022, the gross amount of swaps in an asset and liability position that were subject to a master netting arrangement was $169.6 million and $147.3 million, respectively, resulting in an asset recorded in other assets—non-current of $32.0 million and a liability recorded in other liabilities—non-current of $9.8 million.

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As of March 31, 2023 and 2022, the Company had the following amounts recorded in the accompanying combined balance sheets related to the Company's use of derivatives:

	March 31, 2023			
	Other Current Assets	Other Non-Current Assets	Other Accrued Liabilities	Other Non-Current Liabilities
	(Amounts in millions)			
Derivatives designated as cash flow hedges:				
Forward exchange contracts	$ 2.9	$ —	$ 0.1	$ —
Interest rate swaps	—	41.1	—	—
Fair value of derivatives	$ 2.9	$ 41.1	$ 0.1	$ —

	March 31, 2022			
	Other Current Assets	Other Non-Current Assets	Other Accrued Liabilities	Other Non-Current Liabilities
	(Amounts in millions)			
Derivatives designated as cash flow hedges:				
Forward exchange contracts	$ 3.5	$ —	$ 2.8	$ —
Interest rate swaps	—	109.1	—	(39.4)
Derivatives not designated as cash flow hedges:				
Interest rate swaps[(1)]	—	(77.1)	—	56.8
Fair value of derivatives	$ 3.5	$ 32.0	$ 2.8	$ 17.4

(1) Includes $88.1 million and $46.0 million included in other non-current assets and other non-current liabilities, respectively, representing the financing element (debt host) of certain hybrid instruments, which was offset by the pay-variable receive-fixed interest rate swaps outstanding at March 31, 2022.

As of March 31, 2023, based on the current release schedule, the Company estimates approximately $2.9 million of gains associated with forward foreign exchange contract cash flow hedges in accumulated other comprehensive income (loss) will be reclassified into earnings during the one-year period ending March 31, 2024.

As of March 31, 2023, the Company estimates approximately $23.5 million of gains recorded in accumulated other comprehensive income (loss) associated with interest rate swap agreement cash flow hedges will be reclassified into interest expense during the one-year period ending March 31, 2024.

19. Additional Financial Information

The following tables present supplemental information related to the combined financial statements.

Cash, Cash Equivalents and Restricted Cash

Cash equivalents consist of investments that are readily convertible into cash. Cash equivalents are carried at cost, which approximates fair value. The Company classifies its cash equivalents within Level 1 of the fair value hierarchy because the Company uses quoted market prices to measure the fair value of these investments. See Note 10 for further information. The Company monitors concentrations of credit risk with respect to cash and cash equivalents by placing such balances with higher quality financial institutions or investing such amounts in liquid, short-term, highly-rated instruments or investment funds holding similar instruments. As of March 31, 2023, the majority of the Company's cash and cash equivalents were held in bank depository accounts.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported in the combined balance sheets to the total amounts reported in the combined statements of cash flows at March 31, 2023 and 2022. At March 31, 2023 and 2022, restricted cash included in other current assets represents primarily amounts related to required cash reserves for interest payments associated with the Production Tax Credit Facility, IP Credit Facility and Backlog Facility.

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Cash and cash equivalents	$ 210.9	$ 256.9
Restricted cash included in other current assets	27.5	13.4
Restricted cash included in other non-current assets	13.0	—
Total cash, cash equivalents and restricted cash	$ 251.4	$ 270.3

Accounts Receivable Monetization

Under the Company's accounts receivable monetization programs, the Company has entered into (1) individual agreements to monetize certain of its trade accounts receivable directly with third-party purchasers and (2) a revolving agreement to monetize designated pools of trade accounts receivable with various financial institutions, as further described below. Under these programs, the Company transfers receivables to purchasers in exchange for cash proceeds, and the Company continues to service the receivables for the purchasers. The Company accounts for the transfers of these receivables as a sale, removes (derecognizes) the carrying amount of the receivables from its balance sheets and classifies the proceeds received as cash flows from operating activities in the statements of cash flows. The Company records a loss on the sale of these receivables reflecting the net proceeds received (net of any obligations incurred), less the carrying amount of the receivables transferred. The loss is reflected in the "other expense" line item on the combined statements of operations. The Company receives fees for servicing the accounts receivable for the purchasers, which represent the fair value of the services and were immaterial for the years ended March 31, 2023, 2022 and 2021.

Individual Monetization Agreements. The Company enters into individual agreements to monetize trade accounts receivable. The third-party purchasers have no recourse to other assets of the Company in the event of non-payment by the customers. The following table sets forth a summary of the receivables transferred under individual agreements or purchases during the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Carrying value of receivables transferred and derecognized	$ 400.5	$ 285.0	$ 251.8
Net cash proceeds received	383.0	278.3	247.9
Loss recorded related to transfers of receivables	17.5	6.7	3.9

At March 31, 2023, the outstanding amount of receivables derecognized from the Company's combined balance sheets, but which the Company continues to service, related to the Company's individual agreements to monetize trade accounts receivable was $350.9 million (March 31, 2022—$274.1 million).

Pooled Monetization Agreement. In December 2019, the Company entered into a revolving agreement, as amended in September 2022, to transfer up to $150.0 million of certain receivables to various financial institutions on a recurring basis in exchange for cash equal to the gross receivables transferred, which expires July 31, 2023. As customers pay their balances, the Company transfers additional receivables into the program. The transferred receivables are fully guaranteed by a bankruptcy-remote wholly-owned subsidiary of the Company, which holds additional receivables in the amount of $61.8 million as of March 31, 2023 that are

pledged as collateral under this agreement. The third-party purchasers have no recourse to other assets of the Company in the event ofnon-payment by the customers.

The following table sets forth a summary of the receivables transferred under the pooled monetization agreement during the years ended March 31, 2023, 2022 and 2021:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Gross cash proceeds received for receivables transferred and derecognized	$167.0	$ 155.5	$ 173.1
Less amounts from collections reinvested under revolving agreement	(94.3)	(102.7)	(138.7)
Proceeds from new transfers	72.7	52.8	34.4
Collections not reinvested and remitted or to be remitted	(66.6)	(46.8)	(27.9)
Net cash proceeds received (paid or to be paid)[1]	$ 6.1	$ 6.0	$ 6.5
Carrying value of receivables transferred and derecognized[2]	$164.8	$ 154.5	$ 172.0
Obligations recorded	$ 5.9	$ 2.9	$ 1.9
Loss recorded related to transfers of receivables	$ 3.7	$ 1.9	$ 0.8

(1) In addition, during the years ended March 31, 2023 and 2022, the Company repurchased $27.4 million and $25.5 million, respectively, of receivables previously transferred, as separately agreed upon with the third-party purchasers, in order to monetize such receivables under the individual monetization program discussed above without being subject to the collateral requirements under the pooled monetization program.

(2) Receivables net of unamortized discounts on long-term,non-interest bearing receivables.

At March 31, 2023, the outstanding amount of receivables derecognized from the Company's combined balance sheet, but which the Company continues to service, related to the pooled monetization agreement was approximately $52.3 million (March 31, 2022—$79.5 million).

Other Assets

The composition of the Company's other assets is as follows as of March 31, 2023 and 2022:

	March 31, 2023	March 31, 2022
	(Amounts in millions)	
Other current assets		
Prepaid expenses and other[1]	$ 36.0	$ 47.5
Restricted cash	27.5	13.4
Contract assets	63.5	40.5
Tax credits receivable	129.5	128.3
	$ 256.5	$ 229.7
Other non-current assets		
Prepaid expenses and other	$ 7.4	$ 9.9
Restricted cash	13.0	—
Accounts receivable[2]	37.8	38.3
Contract assets[2]	5.1	9.3
Tax credits receivable	341.8	316.1
Operating lease right-of-use assets	116.8	126.0
Interest rate swap assets	41.1	32.0
	$ 563.0	$ 531.6

(1) Includes home entertainment product inventory which consists of Packaged Media and is stated at the lower of cost or market value (first-in, first-out method). Costs of Packaged Media sales, including shipping and handling costs, are included in distribution and marketing expenses.
(2) Unamortized discounts on long-term, non-interest bearing receivables were $3.5 million and $1.8 million at March 31, 2023 and 2022, respectively, and unamortized discounts on contract assets were $0.5 million and $0.5 million at March 31, 2023 and 2022, respectively.

Content Related Payables

Content related payables include minimum guarantees and accrued licensed program rights obligations, which represent amounts payable for film or television rights that the Company has acquired or licensed.

Other Accrued Liabilities

Other accrued liabilities include employee related liabilities (such as accrued bonuses and salaries and wages) of $102.8 million and $53.0 million at March 31, 2023 and 2022, respectively.

Accumulated Other Comprehensive Income (Loss)

The following table summarizes the changes in the components of accumulated other comprehensive income (loss), net of tax. During the years ended March 31, 2023, 2022 and 2021, there was no income tax expense or benefit reflected in other comprehensive income (loss) due to the income tax impact being offset by changes in the Company's deferred tax valuation allowance.

	Foreign currency translation adjustments	Net unrealized gain (loss) on cash flow hedges	Total
	(Amounts in millions)		
March 31, 2020	$ (38.8)	$ (187.1)	$(225.9)
Other comprehensive loss	4.5	70.9	75.4
Reclassifications to net loss[1]	—	48.1	48.1
March 31, 2021	(34.3)	(68.1)	(102.4)
Other comprehensive income	(4.6)	68.2	63.6
Reclassifications to net loss[1]	—	49.0	49.0
March 31, 2022	(38.9)	49.1	10.2
Other comprehensive income (loss)	(2.2)	82.8	80.6
Reclassifications to net loss[1]	—	10.7	10.7
March 31, 2023	$ (41.1)	$ 142.6	$ 101.5

(1) Represents a loss of $0.3 million included in direct operating expense and a loss of $10.4 million included in interest expense on the combined statement of operations in the year ended March 31, 2023 (2022- loss of $0.2 million included in direct operating expense and a loss of $48.8 million included in interest expense; 2021—gain of $0.2 million included in direct operating expense and loss of $48.3 million included in interest expense). See Note 18 for further information.

Supplemental Cash Flow Information

Interest paid during the fiscal year ended March 31, 2023 amounted to $137.7 million (2022—$85.0 million; 2021—$82.8 million).

Income taxes paid during the fiscal year ended March 31, 2023 amounted to net tax paid of $14.3 million (2022—net tax paid of $13.9 million; 2021—net tax paid of $4.1 million).

Significant non-cash transactions during the fiscal years ended March 31, 2023, 2022, and 2021 include certain interest rate swap agreements, which are discussed in Note 18.

There were no significant non-cash financing activities for the fiscal years ended March 31, 2023, 2022 and 2021. The supplemental schedule of non-cash investing activities is presented below:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Non-cash investing activities:			
Accrued equity method investment	$—	$19.0	$—

Supplemental cash flow information related to leases was as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	$40.3	$44.9	$38.3
Right-of-use assets obtained in exchange for new lease obligations:			
Operating leases	$11.3	$51.1	$20.3
Increase in right-of-use assets and lease liability due to a reassessment event:			
Operating leases—increase in right-of-use assets	$17.4	$30.9	$ —
Operating leases—increase in lease liability	$17.4	$30.9	$ —

20. Related Party Transactions

Transactions with Lionsgate

As described in Note 1, Lionsgate utilizes a centralized approach to cash management. Cash generated by the Company or borrowed under certain debt obligations is managed by Lionsgate's centralized treasury function and is routinely transferred to the Company or to the Starz Business to fund operating activities of the Studio Business and the Starz Business when needed.

Because of this centralized approach to cash management, financial transactions for cash movement and the settlement of payables and receivables when due with Lionsgate are generally accounted for through the net parent investment account. Net parent investment is presented in the combined statements of equity (deficit). Settlements of amounts payable and receivable when due through the net parent investment account are reflected as cash payments or receipts for the applicable operating transaction within operating activities in the combined statements of cash flows, with the net change in parent net investment included within financing activities in the combined statements of cash flows.

In the normal course of business, the Company enters into transactions with Lionsgate and the Starz Business which include the following, which unless otherwise indicated are settled through net parent investment at the time of the transaction:

Licensing of content to the Starz Business: The Company licenses motion pictures and television programming (including Starz original productions) to the Starz Business. The license fees generally are due upon delivery or due at a point in time following the first showing. License fee amounts due are settled with the Starz Business through parent net investment. License fees receivable, not yet due from the Starz Business, are

reflected in due from the Starz Business on the combined balance sheets. The consideration to which the Company is entitled under the license agreements with the Starz Business is included in revenue from contracts with customers and presented separately in the combined statement of operations. See Note 12 for further information.

Corporate expense allocations: As previously described in Note 1, the accompanying combined financial statements include allocations of certain general and administrative expenses from Lionsgate related to certain corporate and shared service functions historically provided by Lionsgate, including, but not limited to, executive oversight, accounting, tax, legal, human resources, occupancy, and other shared services. During the year ended March 31, 2023, corporate expense allocations, excluding amounts related to share-based compensation discussed below, amounted to $100.9 million (2022—$80.0 million, 2021—$91.4 million).

Operating expense reimbursement: As previously described in Note 1, the Company pays certain expenses on behalf of the Starz Business such as certain rent expense, employee benefits, insurance and other administrative operating costs. The Starz Business also pays certain expenses on behalf of the Company such as legal expenses, software development costs and severance. These expenditures are reflected in the financial statements of the Studio Business and the Starz Business as applicable.

Share- based compensation: Lionsgate provides share-based compensation related to the Studio Business employees and as part of its corporate expense allocations a proportionate amount of the share-based compensation related to those corporate functions is allocated to the Studio Business.

Monetization of certain accounts receivables: The Company has entered into an agreement with Starz for Starz to transfer certain accounts receivables to the Company to participate in the Company's pooled monetization arrangement. The Company purchases the transferred receivables at fair value and records them at the purchased amount on its balance sheet and classifies the purchase price paid in parent net investment. See Note 19 for further information. The accounts receivables purchased from the Starz Business have historically been pledged as collateral under this agreement. Any discount on the purchase of the receivable from the Starz Business is accreted to interest income over the period to collection of the accounts receivable. The accounts receivable purchased from the Starz Business and subsequent collections are reflected as investing activities in the combined statements of cash flows.

Parent Net Investment

The net transfers to and from Lionsgate discussed above were as follows:

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Cash pooling and general financing activities	$ 36.1	$(305.2)	$(143.5)
Licensing of content[1]	733.3	567.7	209.4
Corporate reimbursements	13.3	10.8	8.0
Corporate expense allocations (excluding allocation of share-based compensation)	22.3	19.3	22.4
Funding of purchases of accounts receivables held for collateral	(183.7)	(172.9)	(212.5)
Net transfers to (from) Parent per combined statements of cash flows	$ 621.3	$ 119.7	$(116.2)
Share-based compensation (including allocation of share-based compensation)	(73.4)	(70.2)	(58.0)
Other non-cash transfer	2.5	—	—
Net transfers to (from) Parent per combined statements of equity (deficit)	$ 550.4	$ 49.5	$(174.2)

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(1) Reflects the settlement of amounts due from the Starz Business related to the Company's licensing arrangements with the Starz Business.

Other Related Party Transactions

In April 2004, the Company entered into agreements (as amended) with Ignite, LLC ("Ignite") for distribution rights to certain films. Michael Burns, the Vice Chair and a director of Lionsgate, owns a 65.45% interest in Ignite, and Hardwick Simmons, a director of Lionsgate, owns a 24.24% interest in Ignite. During the year ended March 31, 2023, $0.4 million was paid to Ignite under these agreements.

Transactions with Equity Method Investees

Equity Method Investees. In the ordinary course of business, the Company is involved in related party transactions with equity method investees. These related party transactions primarily relate to the licensing and distribution of the Company's films and television programs and the lease of a studio facility owned by an equity-method investee, for which the impact on the Company's combined balance sheets and combined statements of operations is as follows (see Note 1 and Note 5 for further information):

	March 31,	
	2023	2022
	(Amounts in millions)	
Combined Balance Sheets		
Accounts receivable	$10.8	$10.5
Investment in films and television programs[1]	7.9	1.6
Other assets, noncurrent[1][2]	45.8	43.5
Total due from related parties	$64.5	$55.6
Accounts payable[3]	$16.8	$17.0
Other accrued liabilities[1]	6.7	5.2
Participations and residuals, current	7.5	5.9
Participations and residuals, noncurrent	2.0	1.1
Other liabilities[1]	41.4	38.3
Total due to related parties	$74.4	$67.5

	Year Ended March 31,		
	2023	2022	2021
	(Amounts in millions)		
Combined Statements of Operations			
Revenues	$ 4.8	$ 3.0	$ 6.3
Direct operating expense	$ 8.3	$ 6.5	$10.8
Distribution and marketing expense	$ 0.4	$ 0.2	$ 0.2
Interest and other income	$ —	$ 3.0	$ 2.9

(1) During the year ended March 31, 2022, the Company entered into certain operating leases related to a studio facility owned by an equity-method investee. Amounts related to these leases are included in investment in films and television programs, other assets—noncurrent, other accrued liabilities and other liabilities in the combined balance sheets at March 31, 2023 and 2022.

(2) During the years ended March 31, 2022 and 2021, the Company made loans (including accrued interest) of $3.0 million and $2.9 million, respectively, to certain of its equity method investees (2023—none). As of March 31, 2023 and 2022, no amounts are included in other assets, noncurrent in the Company's combined balance sheets related to these loans (net of equity interests losses applied against such loans).

(3) Amounts primarily represent production related advances due to certain of its equity method investees.

In addition, as of March 31, 2023, the Company has entered into certain leases that have not yet commenced primarily related to studio facilities owned by an equity-method investee, for which construction has not yet been completed. See Note 9 for further information.

21. Subsequent Events

The Company has evaluated subsequent events through July 12, 2023, the date which the combined financial statements were issued.

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STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

UNAUDITED CONDENSED COMBINED BALANCE SHEETS

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
ASSETS		
Cash and cash equivalents	$ 247.1	$ 210.9
Accounts receivable, net	734.1	527.0
Due from Starz Business (Note 18)	66.5	157.6
Other current assets	417.1	256.5
Total current assets	1,464.8	1,152.0
Investment in films and television programs, net	1,908.2	1,786.7
Property and equipment, net	35.9	23.8
Investments	71.5	64.7
Intangible assets, net	26.9	26.9
Goodwill	801.4	795.6
Other assets	810.4	563.0
Total assets	$ 5,119.1	$ 4,412.7
LIABILITIES		
Accounts payable	$ 214.1	$ 251.1
Content related payables	66.7	26.6
Other accrued liabilities	263.3	215.4
Participations and residuals	595.9	524.4
Film related obligations	1,258.2	923.7
Debt—short term portion	50.3	41.4
Deferred revenue	248.0	126.2
Total current liabilities	2,696.5	2,108.8
Debt	1,542.4	1,202.2
Participations and residuals	472.0	329.6
Film related obligations	554.4	1,016.4
Other liabilities	338.8	120.9
Deferred revenue	81.5	52.0
Deferred tax liabilities	18.8	18.1
Total liabilities	5,704.4	4,848.0
Commitments and contingencies (Note 15)		
Redeemable noncontrolling interests	406.2	343.6
EQUITY (DEFICIT)		
Parent net investment	(1,090.5)	(881.9)
Accumulated other comprehensive income	97.2	101.5
Total parent equity (deficit)	(993.3)	(780.4)
Noncontrolling interests	1.8	1.5
Total equity (deficit)	(991.5)	(778.9)
Total liabilities, redeemable noncontrolling interests and equity (deficit)	$ 5,119.1	$ 4,412.7

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

UNAUDITED CONDENSED COMBINED STATEMENTS OF OPERATIONS

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Revenues:		
Revenue	$ 1,684.2	$ 1,611.6
Revenue—Starz Business (Note 18)	422.1	648.6
Total revenues	2,106.3	2,260.2
Expenses:		
Direct operating	1,306.0	1,687.9
Distribution and marketing	346.0	189.0
General and administration	261.6	242.4
Depreciation and amortization	11.1	13.2
Restructuring and other	61.5	20.6
Total expenses	1,986.2	2,153.1
Operating income	120.1	107.1
Interest expense	(157.1)	(117.8)
Interest and other income	6.9	4.9
Other expense	(14.3)	(17.2)
Loss on extinguishment of debt	—	(1.3)
Gain on investments, net	2.7	42.1
Equity interests income	5.7	0.8
Income (loss) before income taxes	(36.0)	18.6
Income tax provision	(16.7)	(5.2)
Net income (loss)	(52.7)	13.4
Less: Net loss attributable to noncontrolling interests	6.2	7.3
Net income (loss) attributable to Parent	$ (46.5)	$ 20.7

See accompanying notes.

STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

UNAUDITED CONDENSED COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Net income (loss)	$ (52.7)	$ 13.4
Foreign currency translation adjustments, net of tax	1.8	(3.7)
Net unrealized gain (loss) on cash flow hedges, net of tax	(6.1)	111.5
Comprehensive income (loss)	$ (57.0)	$ 121.2
Less: Comprehensive loss attributable to noncontrolling interests	6.2	7.3
Comprehensive income (loss) attributable to Parent	$ (50.8)	$ 128.5

See accompanying notes.

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STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

UNAUDITED CONDENSED COMBINED STATEMENTS OF EQUITY (DEFICIT)

	Parent Net Investment	Accumulated Other Comprehensive Income (Loss)	Total Parent Equity (Deficit)	Non-controlling Interests[a]	Total Equity (Deficit)
			(Amounts in millions)		
Balance at March 31, 2023	$ (881.9)	$ 101.5	$ (780.4)	$ 1.5	$ (778.9)
Net (loss) income	(46.5)	—	(46.5)	1.1	(45.4)
Net transfers to Parent	(90.6)	—	(90.6)	—	(90.6)
Noncontrolling interests	—	—	—	(0.8)	(0.8)
Redeemable noncontrolling interests adjustment to redemption value	(71.5)	—	(71.5)	—	(71.5)
Other comprehensive loss	—	(4.3)	(4.3)	—	(4.3)
Balance at December 31, 2023	$ (1,090.5)	$ 97.2	$ (993.3)	$ 1.8	$ (991.5)
Balance at March 31, 2022	$ (271.5)	$ 10.2	$ (261.3)	$ 1.8	$ (259.5)
Net income	20.7	—	20.7	0.1	20.8
Net transfers to Parent	(577.9)	—	(577.9)	—	(577.9)
Noncontrolling interests	—	—	—	(0.7)	(0.7)
Redeemable noncontrolling interests adjustment to redemption value	(34.8)	—	(34.8)	—	(34.8)
Other comprehensive income	—	107.8	107.8	—	107.8
Balance at December 31, 2022	$ (863.5)	$ 118.0	$ (745.5)	$ 1.2	$ (744.3)

(a) Excludes redeemable noncontrolling interests, which are reflected in temporary equity (see Note 9).

See accompanying notes.

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STUDIO BUSINESS OF LIONS GATE ENTERTAINMENT CORP.

UNAUDITED CONDENSED COMBINED STATEMENTS OF CASH FLOWS

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Operating Activities:		
Net income (loss)	$ (52.7)	$ 13.4
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	11.1	13.2
Amortization of films and television programs	948.1	1,295.6
Amortization of debt financing costs and other non-cash interest	19.6	17.1
Non-cash share-based compensation	53.6	42.2
Other amortization	29.3	48.8
Content and other impairments	—	5.9
Loss on extinguishment of debt	—	1.3
Equity interests income	(5.7)	(0.8)
Gain on investments, net	(2.7)	(42.1)
Deferred income taxes	0.7	0.1
Changes in operating assets and liabilities:		
Proceeds from the termination of interest rate swaps	—	188.7
Accounts receivable, net	58.3	(25.9)
Investment in films and television programs, net	(700.8)	(1,255.0)
Other assets	(14.6)	(54.7)
Accounts payable and accrued liabilities	(86.9)	(7.6)
Participations and residuals	10.1	78.1
Content related payables	1.7	6.4
Deferred revenue	41.3	(7.8)
Due from Starz Business	91.1	(29.2)
Net Cash Flows Provided By Operating Activities	401.5	287.7
Investing Activities:		
Purchase of eOne, net of cash acquired (see Note 2)	(331.1)	—
Proceeds from the sale of equity method and other investments	5.2	46.3
Investment in equity method investees and other	(11.3)	(17.5)
Increase in loans receivable	(3.6)	—
Purchases of accounts receivables held for collateral	(85.6)	(135.4)
Receipts of accounts receivables held for collateral	105.7	140.5
Capital expenditures	(5.1)	(4.5)
Net Cash Flows Provided By (Used In) Investing Activities	(325.8)	29.4
Financing Activities:		
Debt—borrowings	2,270.5	1,238.0
Debt—repayments	(1,926.0)	(1,452.1)
Film related obligations—borrowings	1,072.9	1,330.2
Film related obligations—repayments	(1,317.7)	(599.5)
Settlement of financing component of interest rate swaps	—	(134.5)
Purchase of noncontrolling interest	(0.6)	—
Distributions to noncontrolling interest	(1.7)	(4.8)
Parent net investment	(127.6)	(620.1)
Net Cash Flows Used In Financing Activities	(30.2)	(242.8)
Net Change In Cash, Cash Equivalents and Restricted Cash	45.5	74.3
Foreign Exchange Effects on Cash, Cash Equivalents and Restricted Cash	0.5	(3.5)
Cash, Cash Equivalents and Restricted Cash—Beginning Of Period	251.4	270.3
Cash, Cash Equivalents and Restricted Cash—End Of Period	$ 297.4	$ 341.1

See accompanying notes.

1. Description of Business, Basis of Presentation and Significant Accounting Policies

Description of Business

Lions Gate Entertainment Corp. (“Lionsgate” or “Parent”) encompasses world-class motion picture and television studio operations (collectively referred to as the “Studio Business”) and the STARZ premium global subscription platforms (the “Starz Business”) to bring a unique and varied portfolio of entertainment to consumers around the world. Lionsgate has historically had three reportable business segments: (1) Motion Picture, (2) Television Production and (3) Media Networks. The Studio Business was substantially reflected in the Lionsgate Motion Picture and Television Production segments. These financial statements reflect the combination of the assets, liabilities, operations and cash flows reflecting the Studio Business which is referred to in these condensed combined financial statements as the “Studio Business” or the “Company”.

These condensed combined financial statements of the Studio Business have been prepared on acarve-out basis and are derived from Lionsgate’s consolidated financial statements and accounting records. These condensed combined financial statements reflect the Studio Business’s combined historical financial position, results of operations and cash flows as they were historically managed in accordance with United States (“U.S.”) generally accepted accounting principles (“GAAP”). The condensed combined financial statements may not be indicative of the Studio Business’s future performance and do not necessarily reflect what the financial position, results of operations and cash flows would have been had the Studio Business operated as an independent, publicly traded company during the periods presented.

The Studio Business consists of the Motion Picture and Television Production reportable segments, together with a substantially all of Lionsgate’s corporate general and administrative costs. Motion Picture consists of the development and production of feature films, acquisition of North American and worldwide distribution rights, North American theatrical, home entertainment and television distribution of feature films produced and acquired, and worldwide licensing of distribution rights to feature films produced and acquired. Television Production consists of the development, production and worldwide distribution of television productions including television series, television movies and mini-series, and non-fiction programming. Television Production includes the domestic and international licensing of Starz original productions to the Starz Business, and the ancillary market distribution of Starz original productions and licensed product. Additionally, the Television Production segment includes the results of operations of 3 Arts Entertainment, a talent management company.

Basis of Presentation

The Studio Business has historically operated as part of Lionsgate and not as a standalone company. The Studio Business’s condensed combined financial statements, representing the historical assets, liabilities, operations and cash flows of the combination of the operations making up the worldwide Studio Business, have been derived from the separate historical accounting records maintained by Lionsgate, and are presented on a carve-out basis. These condensed combined financial statements reflect the combined historical results of operations, financial position, comprehensive income (loss) and cash flows of the Studio Business for the periods presented as historically managed within Lionsgate through the use of a management approach in identifying the Studio Business’s operations. In using the management approach, considerations over how the business operates were utilized to identify historical operations that should be presented within the carve-out financial statements. This approach was taken due to the organizational structure of certain legal entities comprising the Studio Business.

All revenues and costs as well as assets and liabilities directly associated with the business activity of the Studio Business are included in the accompanying condensed combined financial statements. Revenues and costs associated with the Studio Business are specifically identifiable in the accounting records maintained by Lionsgate and primarily represent the revenue and costs used for the determination of segment profit of the Motion Picture and Television Production segments of Lionsgate. In addition, the Studio Business costs include

an allocation of corporate general and administrative expense (inclusive of share-based compensation) which has been allocated to the Studio Business as further discussed below. Other costs excluded from the Motion Picture and Television Production segment profit but relating to the Studio Business are generally specifically identifiable as costs of the Studio Business in the accounting records of Lionsgate and are included in the accompanying combined financial statements.

Lionsgate utilizes a centralized approach to cash management. Cash generated by the Studio Business is managed by Lionsgate's centralized treasury function and cash is routinely transferred to the Company or to the Starz Business to fund operating activities when needed. Cash and cash equivalents of the Studio Business are reflected in the combined balance sheets. Payables to and receivables from Lionsgate, primarily related to the Starz Business, are often settled through movement to the intercompany accounts between Lionsgate, the Starz Business and the Studio Business. Other than certain specific balances related to unsettled payables or receivables, the intercompany balances between the Studio Business and Lionsgate have been accounted for as parent net investment. See Note 18 for further details.

The Studio Business is the primary borrower of certain indebtedness (the revolving credit facility, term loan A, and term loan B, together referred to as the "Senior Credit Facilities") of Lionsgate. The Senior Credit Facilities are generally used as a method of financing Lionsgate's operations in totality and are not specifically identifiable to the Studio Business or the Starz Business. It is not practical to determine what the capital structure would have been historically for the Studio Business or the Starz Business as standalone companies. A portion of Lionsgate's corporate debt, Lionsgate's 5.500% senior notes due April 15, 2029 (the "Senior Notes") and related interest expense are not reflected in the Studio Business's condensed combined financial statements. The Studio Business remains a guarantor under the Senior Notes indenture agreement. See Note 6 for further details.

Additional indebtedness directly related to the Studio Business, including production loans, borrowing under the Production Tax Credit and IP Credit Facility, Backlog Facility (each as defined below) and other obligations, are reflected in the Studio Business's condensed combined financial statements. See Note 7 for further details.

Lionsgate's corporate general and administrative functions and costs have historically provided oversight over both the Starz Business and the Studio Business. These functions and costs include, but are not limited to, salaries and wages for certain executives and other corporate officers related to executive oversight, investor relations costs, costs for the maintenance of corporate facilities, and other common administrative support functions, including corporate accounting, finance and financial reporting, audit and tax costs, corporate and other legal support functions, and certain information technology and human resources expense. Accordingly, the condensed combined financial statements of the Studio Business include allocations of certain general and administrative expenses (inclusive of share-based compensation) from Lionsgate related to these corporate and shared service functions historically provided by Lionsgate. These expenses have been allocated to the Company on the basis of direct usage when identifiable, with the remainder allocated on a pro rata basis of consolidated Lionsgate revenue, payroll expense or other measures considered to be a reasonable reflection of the historical utilization levels of these services. Accordingly, the Studio Business financial statements may not necessarily be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated entity, and may not be indicative of the expenses that the Company will incur in the future.

The Company also pays certain costs on behalf of the Starz Business such as certain rent expense, employee benefits, insurance and other administrative operating costs which are reflected as expenses of the Starz Business. The Starz Business also pays certain costs on behalf of the Company such as legal expenses, software development costs and severance which are reflected as expenses of the Studio Business. The settlement of reimbursable expenses between the Studio Business and the Starz Business have been accounted for as parent net investment. See Note 18 for further detail of parent net investment included in these condensed combined financial statements.

Management believes the assumptions underlying these condensed combined financial statements, including the assumptions regarding the allocation of general and administrative expenses from Lionsgate to the Studio Business, are reasonable. However, the allocations may not include all of the actual expenses that would have been incurred by the Studio Business and may not reflect its combined results of operations, financial position and cash flows had it been a standalone company during the periods presented. It is not practicable to estimate actual costs that would have been incurred had the Studio Business been a standalone company and operated as an unaffiliated entity during the periods presented. Actual costs that might have been incurred had the Studio Business been a standalone company would depend on a number of factors, including the organizational structure, what corporate functions the Studio Business might have performed directly or outsourced, and strategic decisions the Company might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions. See Note 18 for further detail of the allocations included in these condensed combined financial statements.

The unaudited condensed combined financial statements have been prepared in accordance with U.S. GAAP for interim financial information and accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of the Company's management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair presentation have been reflected in these unaudited condensed combined financial statements. Operating results for the nine months ended December 31, 2023 are not necessarily indicative of the results that may be expected for the fiscal year ending March 31, 2024. The balance sheet at March 31, 2023 has been derived from the audited combined financial statements at that date, but does not include all the information and footnotes required by U.S. GAAP for complete financial statements. The accompanying unaudited condensed combined financial statements should be read together with the combined financial statements and related notes included in the audited combined financial statements for the fiscal year ended March 31, 2023.

Principles of Consolidation

The accompanying unaudited condensed combined financial statements of the Company have been derived from the consolidated financial statements and accounting records of Lionsgate and reflect certain allocations from Lionsgate as further discussed above.

All significant intercompany balances and transactions within the Company have been eliminated in these condensed combined financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. The most significant estimates made by management in the preparation of the financial statements relate to ultimate revenue and costs used for the amortization of investment in films and television programs; estimates related to the revenue recognition of sales or usage-based royalties; fair value of equity-based compensation; the allocations of costs to the Company for certain corporate and shared service functions in preparing the condensed combined financial statements on a carve-out basis; fair value of assets and liabilities for allocation of the purchase price of companies acquired; income taxes including the assessment of valuation allowances for deferred tax assets; accruals for contingent liabilities; and impairment assessments for investment in films and television programs, property and equipment, equity investments and goodwill. Actual results could differ from such estimates.

Recent Accounting Pronouncements

Segment Reporting: In November 2023, the Financial Accounting Standards Board ("FASB") issued guidance which expands public entities' segment disclosures by requiring disclosure of significant segment

expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. This guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, and therefore will be effective beginning with the Company's financial statements issued for the fiscal year ending March 31, 2025 and subsequent interim periods, with early adoption permitted. The Company is currently evaluating the impact of adopting this guidance on its combined financial statements and disclosures.

Income Taxes: In December 2023, the FASB issued guidance which expands income tax disclosures by requiring public business entities, on an annual basis, to disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. Additionally, this guidance requires all entities disaggregate disclosures on the amount of income taxes paid (net of refunds received), income or loss from continuing operations before income tax expense (or benefit) and income tax expense (or benefit) from continuing operations. This guidance is effective for fiscal years beginning after December 15, 2024, and therefore will be effective beginning with the Company's annual audited combined financial statements for the fiscal year ending March 31, 2026 with early adoption permitted. The Company is currently evaluating the impact of adopting this guidance on its combined financial statements and disclosures.

2. Acquisitions

eOne Acquisition

On December 27, 2023, Lionsgate and its subsidiaries, Lions Gate Entertainment Inc., a Delaware corporation ("LGEI"), and Lions Gate International Motion Pictures S.à.r.l., a Luxembourg société à responsabilité limitée ("LGIMP" and, with the Company and LGEI, collectively the "Buyers"), completed the previously announced acquisition of all of the issued and outstanding equity interests of the companies constituting the Entertainment One television and film ("eOne") business from Hasbro, Inc., a Rhode Island corporation ("Hasbro"), pursuant to that certain Equity Purchase Agreement (the "Purchase Agreement") dated August 3, 2023. The aggregate cash purchase price was approximately $375.0 million, subject to certain purchase price adjustments, including for cash, debt, and working capital. Upon closing, the Company paid $331.0 million, net of cash acquired of $54.1 million, which reflects the purchase price of $375.0 million adjusted for estimated cash, debt, transaction costs and working capital. The preliminary purchase price is subject to further adjustments based on the final determination of the purchase price adjustments. The acquisition of eOne, a film and television production and distribution company, builds the Company's film and television library, strengthens the Company's scripted and unscripted television business, and continues to expand the Company's presence in Canada and the U.K.

The acquisition was accounted for under the acquisition method of accounting, with the financial results of eOne included in the Company's combined results from December 27, 2023. There was no material revenue or net income from eOne for the period from December 27, 2023 through December 31, 2023. The Company incurred approximately $8.8 million of acquisition-related costs that were expensed in restructuring and other during the nine months ended December 31, 2023.

Allocation of Purchase Consideration. The Company has made a preliminary estimate of the allocation of the preliminary purchase price of eOne to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair value. The Company is still evaluating the fair value of film and television programs and libraries, projects in development, intangible assets, and income taxes, in addition to ensuring all other assets and liabilities and contingencies have been identified and recorded. The Company has estimated the preliminary fair value of assets acquired and liabilities assumed based on information currently available and will continue to adjust those estimates as additional information pertaining to events or circumstances present at December 27, 2023 becomes available and final appraisals and analysis are completed. The Company has also conducted an initial review of, and is in the process of continuing to evaluate, the accounting policies and practices of eOne, to

determine if differences in accounting policies and practices require reclassifications to conform to the Company's accounting policies and practices. As a result of that review, the Company may identify additional differences between the accounting policies and practices of the companies that, when conformed, could have a material impact on the combined financial statements of the Company. The Company will reflect measurement period adjustments, in the period in which the adjustments occur, and the Company will finalize its accounting for the acquisition within one year from December 27, 2023. A change in the fair value of the net assets may change the amount of the purchase price allocable to goodwill. If the final fair value estimates and tax adjustments related to the net assets acquired decrease from their preliminary estimates, the amount of goodwill will increase and if the final fair value estimates and tax adjustments related to the net assets acquired increase from their preliminary estimates, the amount of goodwill will decrease and may result in a gain on purchase. In addition, the final fair value estimates related to the net assets acquired could impact the amount of amortization expense recorded associated with amounts allocated to film and television programs and other intangible assets. The preliminary goodwill recorded was not significant and is reflected in the table below. The goodwill will not be amortized for financial reporting purposes, and will not be deductible for federal tax purposes. The fair value measurements were primarily based on significant inputs that are not observable in the market, such as discounted cash flow (DCF) analyses, and thus represent Level 3 fair value measurements.

The preliminary allocation of the purchase price to the assets acquired and liabilities assumed, and a reconciliation to total consideration transferred is presented in the table below:

	(Amounts in millions)
Cash and cash equivalents	$ 54.1
Accounts receivable	287.6
Investment in films and television programs	367.9
Property and equipment	14.0
Intangible assets	4.0
Other assets[(1)]	205.0
Accounts payable and accrued liabilities	(72.0)
Content related payable	(37.3)
Participations and residuals[(1)]	(203.7)
Film related obligations[(1)]	(105.8)
Other liabilities and deferred revenue[(1)]	(134.5)
Preliminary fair value of net assets acquired	379.3
Goodwill	5.8
Preliminary purchase price consideration	$ 385.1

(1) Includes current and non-current amounts.

Investment in films and television programs includes the preliminary fair value of completed films and television programs which have been produced by eOne or for which eOne has acquired distribution rights, as well as the preliminary fair value of films and television programs in production, pre-production and development. For investment in films and television programs, the fair value was preliminarily estimated based on forecasted cash flows discounted to present value at a rate commensurate with the risk of the assets. Titles that were released less than three years prior to the acquisition date (December 27, 2023) were valued individually and will be amortized using the individual film forecast method, based on the ratio of current period revenues to management's estimated remaining total gross revenues to be earned ("ultimate revenue"). Titles released more than three years prior to the acquisition date were valued as part of a library and will be amortized on a straight-line basis over the estimated useful life of 5 years to 10 years.

The intangible assets acquired include trade names with a weighted average estimated useful life of 5 years. The fair value of the trade names was preliminarily estimated based on the present value of the hypothetical cost savings that could be realized by the owner of the trade names as a result of not having to pay a stream of royalty payments to another party. These cost savings were calculated based on a DCF analysis of the hypothetical royalty payment that a licensee would be required to pay in exchange for use of the trade names, reduced by the tax effect realized by the licensee on the royalty payments.

Other preliminary fair value adjustments were made to property and equipment andright-of-use lease assets to reflect the fair value of certain assets upon acquisition.

Deferred taxes were preliminarily adjusted to record the deferred tax impact of acquisition accounting adjustments primarily related to amounts allocated to film and television programs, other intangible assets, and certain property and equipment, right-of-use lease assets, and other liabilities.

The fair value of eOne's cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, participations and residuals, film related obligations and other liabilities were estimated to approximate their book values.

*Pro Forma Statement of Operations Information.*The following unaudited pro forma condensed combined statement of operations information presented below illustrate the results of operations of the Company as if the acquisition of eOne as described above occurred on April 1, 2022. The unaudited pro forma condensed combined financial information is presented for informational purposes and is not indicative of the results of operations that would have been achieved if the acquisition had occurred on April 1, 2022, nor is it indicative of future results. The statement of operations information below includes (i) the statement of operations of eOne for the nine months ended October 1, 2023 combined with the Company's statement of operations for the nine months ended December 31, 2023, and (ii) the statement of operations of eOne for the nine months ended September 25, 2022 combined with the Company's statement of operations for the nine months ended December 31, 2022.

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Revenues	$2,525.6	$2,778.4
Net income (loss) attributable Parent	$ (323.7)	$ 60.4

The unaudited pro forma condensed combined financial information includes, where applicable, adjustments for (i) reductions in amortization expense from the fair value adjustments to investment in films and television programs, (ii) reduction in amortization expense related to acquired intangible assets, (iii) reduction in depreciation expense from the fair value of property and equipment, (iv) transaction costs and other one-time non-recurring costs (v) increase in interest expense resulting from financing the acquisition with borrowings under the Company's revolving credit facility, (vi) elimination of intercompany activity between eOne and the Company, and (vii) associated tax-related impacts of adjustments. These pro forma adjustments are based on available information as of the date hereof and upon assumptions that the Company believes are reasonable to reflect the impact of the acquisition of eOne on the Company's historical financial information on a supplemental pro forma basis. The unaudited pro forma condensed combined statement of operations information does not include adjustments related to integration activities, operating efficiencies or cost savings. In addition, the unaudited pro forma condensed combined financial information for the nine months ended December 31, 2023 includes an impairment of goodwill and trade name of $296.2 million which was reflected in the statement of operations of eOne for the nine months ended October 1, 2023.

Business Combination Agreement

On December 22, 2023, Lionsgate entered into a business combination agreement (the "Business Combination Agreement"), with Screaming Eagle Acquisition Corp., a Cayman Islands exempted company

(“Screaming Eagle”), SEAC II Corp., a Cayman Islands exempted company and a wholly-owned subsidiary of Screaming Eagle (“New SEAC”), SEAC MergerCo, a Cayman Islands exempted company and a wholly-owned subsidiary of Screaming Eagle, 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company and a wholly-owned subsidiary of Screaming Eagle, LG Sirius Holdings ULC, a British Columbia unlimited liability company and wholly-owned subsidiary of Lionsgate and LG Orion Holdings ULC, a British Columbia unlimited liability company and wholly-owned subsidiary of Lionsgate (“StudioCo”). Pursuant to the terms and conditions of the Business Combination Agreement, the Studio Business will be combined with Screaming Eagle through a series of transactions, including an amalgamation of StudioCo and New SEAC under a Canadian plan of arrangement (the “Business Combination”). Upon consummation of the Business Combination, approximately 87.3% of the total shares of the Studio Business are expected to continue to be held by Lionsgate, while Screaming Eagle public shareholders and founders and common equity financing investors are expected to own an aggregate of approximately 12.7% of the combined company. In addition to establishing the Studio Business as a standalone publicly-traded entity, the transaction is expected to deliver approximately $350.0 million of gross proceeds to the Company, including $175.0 million in private investments in public equities (“PIPE”) financing. The transaction is subject to certain closing conditions, including regulatory approvals and approval from the shareholders and public warrant holders of Screaming Eagle, and is expected to close in the spring of 2024. The closing of the transaction is also subject to the gross proceeds to the Company being equal to a minimum of $350.0 million.

Harry E. Sloan, a member of Lionsgate’s Board of Directors, is also the Chairman of Screaming Eagle, and owns, directly or indirectly, a material interest in Eagle Equity Partners V, LLC, a Delaware limited liability company, the Screaming Eagle sponsor. Mr. Sloan recused himself from the decisions to approve the Business Combination made by both the board of directors of Screaming Eagle and Lionsgate.

The Business Combination is expected to be accounted for as a reverse recapitalization in accordance with U.S. GAAP. Under this method of accounting, Screaming Eagle will be treated as the acquired company and the Studio Business will be treated as the acquirer for financial reporting purposes. Accordingly, for accounting purposes, the financial statements of New SEAC will represent a continuation of the financial statements of the Studio Business, with the Business Combination treated as the equivalent of the Studio Business issuing stock for the historical net assets of Screaming Eagle, accompanied by a recapitalization. The net assets of Screaming Eagle will be stated at fair value, which approximates historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be those of the Studio Business.

3. Investment in Films and Television Programs

The predominant monetization strategy for all of the Company’s investments in films and television programs is on an individual film basis. Total investment in films and television programs is as follows:

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Investment in Films and Television Programs:		
Released, net of accumulated amortization	$ 987.8	$ 779.9
Completed and not released	296.1	289.8
In progress	561.4	649.1
In development	62.9	67.9
Investment in films and television programs, net	$ 1,908.2	$ 1,786.7

At December 31, 2023, acquired film and television libraries have remaining unamortized costs of $233.5 million, which are monetized individually and are being amortized on a straight line basis or the individual-film-forecast method over a weighted-average remaining period of approximately 13.0 years (March 31, 2023—unamortized costs of $132.8 million).

Amortization of investment in film and television programs is $948.1 million and $1,295.6 million for the nine months ended December 31, 2023 and 2022, respectively, and was included in direct operating expense in the combined statements of operations.

Impairments: Investment in films and television programs includes write-downs to fair value, which are included in direct operating expense on the combined statements of operations, and represented the following amounts by segment for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Impairments by segment:		
Motion Picture	$ 27.5	$ 1.1
Television Production	6.6	4.7
	$ 34.1	$ 5.8

4. Investments

The Company's investments consisted of the following:

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Investments in equity method investees	$ 67.1	$ 63.1
Other investments	4.4	1.6
	$ 71.5	$ 64.7

Equity Method Investments:

The Company has investments in various equity method investees with ownership percentages ranging from approximately 6% to 49%. These investments include:

Spyglass. Spyglass is a global premium content company, focused on developing, producing, financing and acquiring motion pictures and television programming across all platforms for worldwide audiences.

STARZPLAY Arabia. STARZPLAY Arabia (Playco Holdings Limited) offers a STARZ-branded online subscriptionvideo-on-demand service in the Middle East and North Africa. On October 17, 2022, the Company sold a portion of its ownership interest in STARZPLAY Arabia and received net proceeds of $43.4 million, and the Company recorded a gain of $43.4 million on the sale which is included in gain (loss) on investments in the Company's unaudited condensed combined statement of operations for the nine months ended December 31, 2022. Subsequent to the transaction, the Company continues to hold a minority ownership interest in STARZPLAY Arabia.

Roadside Attractions. Roadside Attractions is an independent theatrical distribution company.

Pantelion Films. Pantelion Films is a joint venture with Videocine, an affiliate of Televisa, which produces, acquires and distributes a slate of English and Spanish language feature films that target Hispanic moviegoers in the U.S.

Atom Tickets. Atom Tickets is the first-of-its-kind theatrical mobile ticketing platform and app.

42. 42 is a fully integrated management and production company, producing film, television and content, representing actors, writers, directors, comedians, presenters, producers, casting directors and media book rights, with offices in London and Los Angeles.

Other. In addition to the equity method investments discussed above, the Company holds ownership interests in other immaterial equity method investees.

5. Goodwill

Changes in the carrying value of goodwill by reporting segmentwere as follows:

	Motion Picture	Television Production	Total
	(Amounts in millions)		
Balance as of March 31, 2023	$393.7	$ 401.9	$795.6
Acquisition of eOne (see Note 2)	1.0	4.8	5.8
Balance as of December 31, 2023	$394.7	$ 406.7	$801.4

6. Debt

Total debt of the Company, excluding film related obligations, was as follows:

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Senior Credit Facilities:		
Revolving Credit Facility	$ 375.0	$ —
Term Loan A	407.1	428.2
Term Loan B	822.3	831.7
Total corporate debt	1,604.4	1,259.9
Unamortized debt issuance costs	(11.7)	(16.3)
Total debt, net	1,592.7	1,243.6
Less current portion	(50.3)	(41.4)
Non-current portion of debt	$ 1,542.4	$ 1,202.2

Senior Credit Facilities (Revolving Credit Facility, Term Loan A and Term Loan B)

Revolving Credit Facility Availability of Funds & Commitment Fee. The Revolving Credit Facility provides for borrowings and letters of credit up to an aggregate of $1.25 billion, and at December 31, 2023 there was $875.0 million available. However, borrowing levels are subject to certain financial covenants as discussed below. There were no letters of credit outstanding at December 31, 2023. The Company is required to pay a quarterly commitment fee on the Revolving Credit Facility of 0.250% to 0.375% per annum, depending on the achievement of certain leverage ratios, as defined in the credit and guarantee agreement dated December 8, 2016, as amended (the "Credit Agreement"), on the total Revolving Credit Facility of $1.25 billion less the amount drawn.

Maturity Date:

- *Revolving Credit Facility & Term Loan A:* April 6, 2026. The outstanding amounts may become due on December 23, 2024 (i.e., 91 days prior to March 24, 2025) prior to its maturity on April 6, 2026 in the event that the aggregate principal amount of outstanding Term Loan B in excess of $250 million has not been repaid, refinanced or extended to have a maturity date on or after July 6, 2026. The Company

expects to refinance and extend the maturity date of the Term Loan B prior to December 23, 2024 such that the maturity of the revolving credit facility and Term Loan A are not accelerated.

- *Term Loan B*: March 24, 2025.

Interest: In June 2023, the Company amended its Credit Agreement to replace the benchmark interest rate, U.S. dollar LIBOR, with the Secured Overnight Financing Rate ("SOFR"), due to the discontinuance of LIBOR, as further described below.

- *Revolving Credit Facility & Term Loan A:* As amended on June 14, 2023, the Revolving Credit Facility and term loan A facility due April 2026 (the "Term Loan A") bear interest at a rate per annum equal to SOFR plus 0.10% plus 1.75% margin (or an alternative base rate plus 0.75%), with a SOFR floor of zero (prior to the amendment, bore interest at LIBOR plus 1.75% margin, with a LIBOR floor of zero). The margin is subject to potential increases of up to 50 basis points (two (2) increases of 25 basis points each) upon certain increases to net first lien leverage ratios, as defined in the Credit Agreement (effective interest rate of 7.20% as of December 31, 2023, before the impact of interest rate swaps, see Note 16 for interest rate swaps).

- *Term Loan B:* As amended on June 14, 2023, the term loan B facility due March 2025 (the "Term Loan B") bears interest at a rate per annum equal to SOFR plus 0.10% plus 2.25% margin, with a SOFR floor of zero (or an alternative base rate plus 1.25% margin) (prior to the amendment, bore interest at LIBOR plus 2.25% margin with a LIBOR floor of zero) (effective interest rate of 7.70% as of December 31, 2023, before the impact of interest rate swaps).

Required Principal Payments:

- *Term Loan A:* Quarterly principal payments, at quarterly rates of 1.25% beginning September 30, 2022, 1.75% beginning September 30, 2023, and 2.50% beginning September 30, 2024 through March 31, 2026, with the balance payable at maturity.

- *Term Loan B:* Quarterly principal payments at a quarterly rate of 0.25%, with the balance payable at maturity.

The Term Loan A and Term Loan B also require mandatory prepayments in connection with certain asset sales, subject to certain significant exceptions, and the Term Loan B is subject to additional mandatory repayment from specified percentages of excess cash flow, as defined in the Credit Agreement.

Optional Prepayment:

- *Revolving Credit Facility, Term Loan A & Term Loan B:* The Company may voluntarily prepay the Revolving Credit Facility, Term Loan A and Term Loan B at any time without premium or penalty.

Security. The Senior Credit Facilities are guaranteed by the guarantors named in the Credit Agreement (including entities of Lionsgate that are not part of the Company) and are secured by a security interest in substantially all of the assets of Lionsgate and the Guarantors (as defined in the Credit Agreement), subject to certain exceptions.

Covenants. The Senior Credit Facilities contain representations and warranties, events of default and affirmative and negative covenants that are customary for similar financings and which include, among other things and subject to certain significant exceptions, restrictions on the ability to declare or pay dividends, create liens, incur additional indebtedness, make investments, dispose of assets and merge or consolidate with any other person. In addition, a net first lien leverage maintenance covenant and an interest coverage ratio maintenance covenant apply to the Revolving Credit Facility and the Term Loan A and are tested quarterly. As of December 31, 2023, Lionsgate was in compliance with all applicable covenants.

Change in Control. The Company may also be subject to an event of default upon a change in control (as defined in the Credit Agreement) which, among other things, includes a person or group acquiring ownership or control in excess of 50% of existing Lionsgate common stock.

Lionsgate Senior Notes:

As discussed in Note 1, the Senior Notes of Lionsgate are not reflected in the Studio Business condensed combined financial statements. The Studio Business remains a guarantor under the Senior Notes indenture agreement. The outstanding principal balance of the Senior Notes was $715.0 million and $800.0 million at December 31, 2023 and March 31, 2023, respectively, with a maturity date of April 15, 2029. The Studio Business guarantee would be applicable if an event of default were to occur by Lionsgate. As of December 31, 2023, Lionsgate was in compliance with all applicable covenants with respect to the Senior Notes and no events of default had occurred.

Debt Transactions:

Term Loan A Prepayment. In April 2022, the Company voluntarily prepaid the entire outstanding principal amount of the Term Loan A due March 22, 2023 of $193.6 million, together with accrued and unpaid interest.

Loss on Extinguishment of Debt:

During the nine months ended December 31, 2022, the Company recorded a loss on extinguishment of debt related to the transaction described above of $1.3 million. The Company did not incur a loss on extinguishment of debt during the nine months ended December 31, 2023.

7. Film Related Obligations

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Film related obligations:		
Production Loans	$ 1,279.2	$ 1,349.9
Production Tax Credit Facility	250.0	231.8
Backlog Facility and Other	175.0	226.0
IP Credit Facility	117.3	143.8
Total film related obligations	1,821.5	1,951.5
Unamortized debt issuance costs	(8.9)	(11.4)
Total film related obligations, net	1,812.6	1,940.1
Less current portion	(1,258.2)	(923.7)
Total non-current film related obligations	$ 554.4	$ 1,016.4

Production Loans. Production loans represent individual and multi-title loans for the production of film and television programs that the Company produces. The majority of the Company's production loans have contractual repayment dates either at or near the expected completion or release dates, with the exception of certain loans containing repayment dates on a longer term basis, and incur primarily SOFR based interest at a weighted average rate of 6.91% (before the impact of interest rate swaps, see Note 16 for further information on interest rate swaps). Production loans amounting to $1,109.2 million are secured by collateral which consists of the underlying rights related to the intellectual property (i.e. film or television show), and $170.0 million are unsecured.

Production Tax Credit Facility. In January 2021, as amended in December 2023, the Company entered into anon-recourse senior secured revolving credit facility (the “Production Tax Credit Facility”) based on and secured by collateral consisting solely of certain of the Company’s tax credit receivables.

The maximum principal amount of the Production Tax Credit Facility is $250.0 million, subject to the amount of collateral available, which is based on specified percentages of amounts payable to the Company by governmental authorities pursuant to the tax incentive laws of certain eligible jurisdictions that arise from the production or exploitation of motion pictures and television programming in such jurisdiction. Cash collections from the underlying collateral (tax credit receivables) are used to repay the Production Tax Credit Facility. Advances under the Production Tax Credit Facility bear interest at a rate equal to SOFR plus 0.10% to 0.25% depending on the SOFR term (i.e., one, three or six months), plus 1.50% per annum or the base rate plus 0.50% per annum (effective interest rate of 6.95% at December 31, 2023). The Production Tax Credit Facility matures on January 27, 2025. As of December 31, 2023, there were no amounts available under the Production Tax Credit Facility.

IP Credit Facility. In July 2021, as amended in September 2022, certain subsidiaries of the Company entered into a senior secured amortizing term credit facility (the “IP Credit Facility”) based on and secured by the collateral consisting solely of certain of the Company’s rights in certain library titles. The maximum principal amount of the IP Credit Facility is $161.9 million, subject to the amount of collateral available, which is based on the valuation of cash flows from the libraries. The cash flows generated from the exploitation of the rights will be applied to repay the IP Credit Facility subject to cumulative minimum guaranteed payment amounts as set forth below:

Cumulative Period From September 29, 2022 Through:	Cumulative Minimum Guaranteed Payment Amounts (in millions)		Payment Due Date
September 30, 2023	$	30.4	November 14, 2023
September 30, 2024	$	60.7	November 14, 2024
September 30, 2025	$	91.1	November 14, 2025
September 30, 2026	$	121.4	November 14, 2026
July 30, 2027	$	161.9	July 30, 2027

Advances under the IP Credit Facility bear interest at a rate equal to, at the Company’s option, SOFR plus 0.11% to 0.26% depending on the SOFR term (i.e., one or three months) plus 2.25% per annum (with a SOFR floor of 0.25%) or the base rate plus 1.25% per annum (effective interest rate of 7.78% at December 31, 2023). The IP Credit Facility matures on July 30, 2027.

Backlog Facility and Other:

Backlog Facility. In March 2022, as amended in August 2022, certain subsidiaries of the Company entered into a committed secured revolving credit facility (the “Backlog Facility”) based on and secured by collateral consisting solely of certain of the Company’s fixed fee or minimum guarantee contracts where cash will be received in the future. The maximum principal amount of the Backlog Facility is $175.0 million, subject to the amount of eligible collateral contributed to the facility. Advances under the Backlog Facility bear interest at a rate equal to Term SOFR plus 0.10% to 0.25% depending on the SOFR term (i.e., one, three or six months), plus an applicable margin amounting to 1.15% per annum. The applicable margin is subject to a potential increase to either 1.25% or 1.50% based on the weighted average credit quality rating of the collateral contributed to the facility (effective interest rate of 6.60% at December 31, 2023). The Backlog Facility revolving period ends on May 16, 2025, at which point cash collections from the underlying collateral is used to repay the facility. The facility maturity date is up to 2 years, 90 days after the revolving period ends, currently August 14, 2027. As of December 31, 2023, there was $175.0 million outstanding under the Backlog Facility, and there were no amounts available under the Backlog Facility (March 31, 2023—$175.0 million outstanding).

Other. The Company has previously had other loans, which are secured by contracted receivables which are not yet recognized as revenue under certain licensing agreements. Outstanding loan balances under these "other" loans must be repaid with any cash collections from the underlying collateral if and when received by the Company, and may be voluntarily repaid at any time without prepayment penalty fees. The Company's "other" loans had no amounts outstanding as of December 31, 2023.

8. Fair Value Measurements

Fair Value

Accounting guidance and standards about fair value define fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fair Value Hierarchy

Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The accounting guidance and standards establish three levels of inputs that may be used to measure fair value:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

The following table sets forth the assets and liabilities required to be carried at fair value on a recurring basis as of December 31, 2023 and March 31, 2023:

	December 31, 2023			March 31, 2023		
	Level 1	Level 2	Total	Level 1	Level 2	Total
	(Amounts in millions)					
Assets:						
Forward exchange contracts (see Note 16)	$ —	$ —	$ —	$ —	$ 2.9	$ 2.9
Interest rate swaps (see Note 16)	—	34.2	34.2	—	41.1	41.1
Liabilities:						
Forward exchange contracts (see Note 16)	—	(2.1)	(2.1)	—	(0.1)	(0.1)

The following table sets forth the carrying values and fair values of the Company's outstanding debt and film related obligations at December 31, 2023 and March 31, 2023:

	December 31, 2023		March 31, 2023	
	(Amounts in millions)			
	Carrying Value	Fair Value(1) (Level 2)	Carrying Value	Fair Value(1) (Level 2)
Term Loan A	$ 404.1	$ 403.0	$ 424.2	$ 415.4
Term Loan B	819.5	814.1	827.2	817.1
Production Loans	1,275.4	1,279.2	1,346.1	1,349.9
Production Tax Credit Facility	248.4	250.0	229.4	231.8
Backlog Facility and Other	173.9	175.0	223.7	226.0
IP Credit Facility	114.9	117.3	140.8	143.8

(1) The Company measures the fair value of its outstanding debt and interest rate swaps using discounted cash flow techniques that use observable market inputs, such as SOFR-based yield curves, swap rates, and credit ratings (Level 2 measurements).

The Company's financial instruments also include cash and cash equivalents, accounts receivable, accounts payable, content related payables, other accrued liabilities, other liabilities, and borrowings under the Revolving Credit Facility, if any. The carrying values of these financial instruments approximated the fair values at December 31, 2023 and March 31, 2023.

9. Noncontrolling Interests

Redeemable Noncontrolling Interests

The table below presents the reconciliation of changes in redeemable noncontrolling interests:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Beginning balance	$ 343.6	$ 321.2
Net loss attributable to redeemable noncontrolling interests	(7.3)	(7.4)
Noncontrolling interests discount accretion	—	13.4
Adjustments to redemption value	71.5	34.7
Cash distributions	(1.0)	(4.8)
Purchase of noncontrolling interest	(0.6)	—
Ending balance	$ 406.2	$ 357.1

Redeemable noncontrolling interests (included in temporary equity on the unaudited condensed combined balance sheets) primarily relate to the November 12, 2015 acquisition of a controlling interest in Pilgrim Media Group and the May 29, 2018 acquisition of a controlling interest in 3 Arts Entertainment.

3 Arts Entertainment. As of December 31, 2023, the Company had a redeemable noncontrolling interest representing 49% of 3 Arts Entertainment. The noncontrolling interest was subject to put and call options at fair value that were exercisable during the period. See below discussion of the January 2, 2024 purchase of a portion of the noncontrolling interest. The put and call options were determined to be embedded in the noncontrolling interest, and because the put rights are outside the control of the Company, the noncontrolling interest holder's interest is presented as redeemable noncontrolling interest outside of shareholders' equity on the Company's condensed combined balance sheets.

The noncontrolling interest holders are employees of 3 Arts Entertainment. Pursuant to the various 3 Arts Entertainment acquisition and related agreements, a portion of the noncontrolling interest holders' participation in the put and call proceeds is based on the noncontrolling interest holders' performance during the period. Further, if the employment of a noncontrolling interest holder is terminated, under certain circumstances, their participation in distributions cease and the put and call value is discounted from the fair value of their equity ownership percentage. Accordingly, earned distributions are accounted for as compensation and are being expensed within general and administrative expense as incurred. Additionally, the amount of the put and call proceeds subject to the discount is accounted for as compensation, and is amortized over the vesting period within general and administrative expense and reflected as an addition to redeemable noncontrolling interest over the vesting period which ended in November 2022.

On January 2, 2024, Lionsgate closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194 million. In addition, Lionsgate purchased certain profit interests held by certain managers and entered into certain option rights agreements, which replaced the put and call rights discussed above by providing noncontrolling interest holders the right to sell to the Company and Lionsgate the right to purchase their remaining (24%) interest beginning in January 2027.

Pilgrim Media Group. The Company has a remaining redeemable noncontrolling interest representing 12.5% of Pilgrim Media Group. The noncontrolling interest holder has a right to put and the Company has a right to call the noncontrolling interest at fair value, subject to a cap, exercisable for thirty (30) days beginning November 12, 2024, as amended. The put and call options have been determined to be embedded in the noncontrolling interest, and because the put rights are outside the control of the Company and require partial cash settlement, the noncontrolling interest holder's interest is presented as redeemable noncontrolling interest outside of shareholders' equity on the Company's condensed combined balance sheets.

Redeemable noncontrolling interests are measured at the greater of (i) the redemption amount that would be paid if settlement occurred at the balance sheet date less the amount attributed to unamortized noncontrolling interest discount if applicable, or (ii) the historical value resulting from the original acquisition date value plus or minus any earnings or loss attribution, plus the amount of amortized noncontrolling interest discount, less the amount of cash distributions that are not accounted for as compensation, if any. The amount of the redemption value in excess of the historical values of the noncontrolling interest, if any, is recognized as an increase to redeemable noncontrolling interest and a charge to parent net investment.

Other. The Company has other immaterial redeemable noncontrolling interests.

Other Noncontrolling Interests

The Company has other immaterial noncontrolling interests that are not redeemable.

10. Revenue

Revenue by Segment, Market or Product Line

The table below presents revenues by segment, market or product line for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Revenue by Type:		
Motion Picture		
Theatrical	$ 194.2	$ 28.6
Home Entertainment		
Digital Media	495.3	378.5
Packaged Media	63.0	55.3
Total Home Entertainment	558.3	433.8
Television	214.5	147.0
International	255.3	166.5
Other	23.3	15.7
Total Motion Picture revenues[1]	1,245.6	791.6
Television Production		
Television	554.2	973.1
International	137.7	219.4
Home Entertainment		
Digital Media	113.4	205.1
Packaged Media	1.0	2.7
Total Home Entertainment	114.4	207.8
Other	54.4	68.3
Total Television Production revenues[2]	860.7	1,468.6
Total revenues	$2,106.3	$2,260.2

(1) Total Motion Picture revenues for the nine months ended December 31, 2023 and 2022, includes $113.7 million and $30.0 million, respectively, of revenues from licensing Motion Picture segment product to the Starz Business.

(2) Total Television Production revenues for the nine months ended December 31, 2023 and 2022, includes $308.4 million and $618.6 million, respectively, of revenues from licensing Television Production segment product to the Starz Business.

Remaining Performance Obligations

Remaining performance obligations represent deferred revenue on the balance sheet plus fixed fee or minimum guarantee contracts where the revenue will be recognized and the cash received in the future (i.e., backlog). Revenues expected to be recognized in the future related to performance obligations that are unsatisfied at December 31, 2023 are as follows:

	Rest of Year Ending March 31, 2024	Year Ending March 31, 2025	2026	Thereafter	Total
	(Amounts in millions)				
Remaining Performance Obligations	$ 486.2	$ 917.3	$ 431.9	$ 106.7	$1,942.1

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The above table does not include estimates of variable consideration for transactions involving sales or usage-based royalties in exchange for licenses of intellectual property. The revenues included in the above table include all fixed fee contracts regardless of duration.

Revenues of $236.2 million, including variable and fixed fee arrangements, were recognized during the nine months ended December 31, 2023 from performance obligations satisfied prior to March 31, 2023. These revenues were primarily associated with the distribution of television and theatrical product in electronic sell-through and video-on-demand formats, and to a lesser extent, the distribution of theatrical product in the domestic and international markets related to films initially released in prior periods.

Accounts Receivable, Contract Assets and Deferred Revenue

The timing of revenue recognition, billings and cash collections affects the recognition of accounts receivable, contract assets and deferred revenue. See the unaudited condensed combined balance sheets or Note 17 for accounts receivable, contract assets and deferred revenue balances at December 31, 2023 and March 31, 2023.

Accounts Receivable. Accounts receivable are presented net of a provision for doubtful accounts. The Company estimates provisions for accounts receivable based on historical experience for the respective risk categories and current and future expected economic conditions. To assess collectability, the Company analyzes market trends, economic conditions, the aging of receivables and customer specific risks, and records a provision for estimated credit losses expected over the lifetime of the receivables in direct operating expense.

The Company performs ongoing credit evaluations and monitors its credit exposure through active review of customers' financial condition, aging of receivable balances, historical collection trends, and expectations about relevant future events that may significantly affect collectability. The Company generally does not require collateral for its trade accounts receivable.

Changes in the provision for doubtful accounts consisted of the following:

	March 31, 2023	(Benefit) provision for doubtful accounts	Other [1]	Uncollectible accounts written-off[2]	December 31, 2023
			(Amounts in millions)		
Provision for doubtful accounts	$ 8.7	$ 0.3	$ 1.3	$ (3.3)	$ 7.0

(1) Represents the provision for doubtful accounts acquired in the acquisition of eOne (see Note 2).
(2) Represents primarily accounts receivable previously reserved for bad debt from customers in Russia, related to Russia's invasion of Ukraine.

Contract Assets. Contract assets relate to the Company's conditional right to consideration for completed performance under the contract. Amounts relate primarily to contractual payment holdbacks in cases in which the Company is required to deliver additional episodes or seasons of television content in order to receive payment, complete certain administrative activities, such as guild filings, or allow the Company's customers' audit rights to expire.

Deferred Revenue. Deferred revenue relates primarily to customer cash advances or deposits received prior to when the Company satisfies the corresponding performance obligation. Revenues of $103.0 million were recognized during the nine months ended December 31, 2023, related to the balance of deferred revenue at March 31, 2023.

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11. Share-Based Compensation

The Company recognized the following share-based compensation expense during the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Compensation Expense:		
Stock options	$ 1.4	$ 1.4
Restricted share units and other share-based compensation	32.6	21.6
Share appreciation rights	0.2	0.1
Total Studio employee share-based compensation expense	34.2	23.1
Corporate allocation of share-based compensation	12.1	17.0
	$ 46.3	$ 40.1
Impact of accelerated vesting on equity awards[1]	7.3	2.1
Total share-based compensation expense	$ 53.6	$ 42.2

(1) Represents the impact of the acceleration of vesting schedules for equity awards pursuant to certain severance arrangements.

Share-based compensation expense, by expense category, consisted of the following:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Share-Based Compensation Expense:		
General and administration	$ 46.3	$ 40.1
Restructuring and other	7.3	2.1
	$ 53.6	$ 42.2

The following table sets forth the stock option, share appreciation rights ("SARs"), restricted stock and restricted share unit activity on grants related directly to the Company employees and Lionsgate corporate and shared service employees during the nine months ended December 31, 2023:

	Stock Options and SARs				Restricted Stock and Restricted Share Units			
	Lions Gate Class A Voting Shares		Lions Gate Class B Non-Voting Shares		Lions Gate Class A Voting Shares		Lions Gate Class B Non-Voting Shares	
	Number of Shares	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Grant-Date Fair Value	Number of Shares	Weighted-Average Grant-Date Fair Value
	(Number of shares in millions)							
Outstanding at March 31, 2023	4.3	$ 26.35	19.0	$ 15.50	— (1)	$ 10.95	10.8	$ 9.90
Granted	—	—	0.3	$ 8.88	0.1	$ 8.87	6.2	$ 8.20
Options exercised or restricted stock or RSUs vested	— (1)	$ 7.70	(0.1)	$ 7.11	— (1)	$ 10.89	(6.9)	$ 9.33
Forfeited or expired	(1.9)	$ 30.81	(2.1)	$ 27.72	—	—	(0.3)	$ 8.72
Outstanding at December 31, 2023	2.4	$ 22.96	17.1	$ 13.92	0.1	$ 9.27	9.8	$ 8.69

(1) Represents less than 0.1 million shares.

12. Income Taxes

For purposes of the condensed combined financial statements, income taxes have been calculated as if the Company files income tax returns on a standalone basis. The Company's U.S. operations and certain of its non-U.S. operations historically have been included in the income tax returns of Lionsgate or its subsidiaries that may not be part of the Company. The Company believes the assumptions supporting its allocation and presentation of income taxes on a separate return basis are reasonable. However, the Company's tax results, as presented in the condensed combined financial statements, may not be reflective of the results that the Company expects to generate in the future.

The income tax provision for the nine months ended December 31, 2023 and 2022 is calculated by estimating the Company's annual effective tax rate (estimated annual tax provision divided by estimated annual income before income taxes), and then applying the effective tax rate to income (loss) before income taxes for the period, plus or minus the tax effects of items that relate discretely to the period, if any.

The Company's income tax provision differs from the federal statutory rate multiplied bypre-tax income (loss) due to the mix of the Company's pre-tax income (loss) generated across the various jurisdictions in which the Company operates, changes in the valuation allowance against the Company's deferred tax assets, and certain minimum taxes and foreign withholding taxes. The Company's income tax provision for the nine months ended December 31, 2023 was also impacted by charges for interest on uncertain tax benefits. The Company acquired all of the issued and outstanding equity interests of eOne on December 27, 2023 and is evaluating the tax impact on the preliminary purchase price allocation (see Note 2).

The Company's income tax provision can be affected by many factors, including the overall level ofpre-tax income, the mix of pre-tax income generated across the various jurisdictions in which the Company operates, changes in tax laws and regulations in those jurisdictions, changes in uncertain tax positions, changes in valuation allowances on its deferred tax assets, tax planning strategies available to the Company, and other discrete items.

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13. Restructuring and Other

Restructuring and other includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. During the nine months ended December 31, 2023 and 2022, the Company also incurred certain other unusual charges or benefits, which are included in direct operating expense in the condensed combined statements of operations and are described below. The following table sets forth restructuring and other and these other unusual charges or benefits and the statement of operations line items they are included in for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Restructuring and other:		
Other impairments[1]	$ —	$ 5.9
Severance[2]		
Cash	24.3	9.2
Accelerated vesting on equity awards (see Note 11)	7.3	2.1
Total severance costs	31.6	11.3
COVID-19 related charges included in restructuring and other	—	0.1
Transaction and other costs[3]	29.9	3.3
Total Restructuring and Other	61.5	20.6
Other unusual charges not included in restructuring and other or the Company's operating segments:		
Content charges included in direct operating expense[4]	1.1	7.7
COVID-19 related charges (benefit) included in direct operating expense[5]	(0.5)	(6.2)
Total restructuring and other and other unusual charges not included in restructuring and other	**$ 62.1**	**$ 22.1**

(1) Amounts in the nine months ended December 31, 2022 include an impairment of an operating leaseright-of-use asset related to the Studio Business and corporate facilities amounting to $5.8 million associated with a portion of a facility lease that will no longer be utilized by the Company. The impairment reflects a decline in market conditions since the inception of the lease impacting potential sublease opportunities, and represents the difference between the estimated fair value, which was determined based on the expected discounted future cash flows of the lease asset, and the carrying value.

(2) Severance costs were primarily related to restructuring activities and other cost-saving initiatives. In the nine months ended December 31, 2023, amounts were due to restructuring activities including integration of the acquisition of eOne, and our Motion Picture and Television Production segments.

(3) Transaction and other costs in the nine months ended December 31, 2023 includes approximately $16.6 million of a loss associated with a theft at a production of a 51% owned consolidated entity. The Company expects to recover a portion of this amount under its insurance coverage and from the noncontrolling interest holders of this entity. In addition, amounts in the nine months ended December 31, 2023 and 2022 reflect transaction, integration and legal costs associated with certain strategic transactions, and restructuring activities and also include costs and benefits associated with certain legal matters.

(4) In the nine months ended December 31, 2022, the amounts represent development costs written off as a result of changes in strategy across the Company's theatrical slate in connection with certain management changes and changes in the theatrical marketplace in the Motion Picture segment. These charges are excluded from segment results and included in amortization of investment in film and television programs in direct operating expense on the combined statements of operations.

(5) Amounts include incremental costs, if any, incurred due to circumstances associated with theCOVID-19 global pandemic, net of insurance recoveries of $0.6 million in the nine months ended December 31, 2023 (nine months ended December 31, 2022—insurance recoveries of $6.9 million). In the nine months ended December 31, 2023 and 2022, insurance and bad debt recoveries exceeded the incremental costs expensed in the period, resulting in a net benefit included in direct operating expense. The Company is in the process of seeking additional insurance recovery for some of these costs. The ultimate amount of insurance recovery cannot be estimated at this time.

Changes in the restructuring and other severance liability were as follows for the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Severance liability		
Beginning balance	$ 3.7	$ 0.8
Accruals	24.3	9.2
Severance payments	(5.4)	(3.7)
Ending balance[1]	$ 22.6	$ 6.3

(1) As of December 31, 2023, the remaining severance liability of approximately $22.6 million is expected to be paid in the next 12 months.

14. Segment Information

The Company's reportable segments have been determined based on the distinct nature of their operations, the Company's internal management structure, and the financial information that is evaluated regularly by the Company's chief operating decision maker.

The Company has two reportable business segments: (1) Motion Picture and (2) Television Production.

Motion Picture. Motion Picture consists of the development and production of feature films, acquisition of North American and worldwide distribution rights, North American theatrical, home entertainment and television distribution of feature films produced and acquired, and worldwide licensing of distribution rights to feature films produced and acquired.

Television Production. Television Production consists of the development, production and worldwide distribution of television productions including television series, television movies and mini-series, and non-fiction programming. Television Production includes the licensing of Starz original series productions to the Starz Business, and the ancillary market distribution of Starz original productions and licensed product. Additionally, the Television Production segment includes the results of operations of 3 Arts Entertainment.

Segment information is presented in the table below:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Segment revenues		
Motion Picture	$1,245.6	$ 791.6
Television Production	860.7	1,468.6
Total revenue	$2,106.3	$2,260.2
Gross contribution		
Motion Picture	$ 320.3	$ 248.9
Television Production	134.6	136.6
Total gross contribution	454.9	385.5
Segment general and administration		
Motion Picture	83.2	66.2
Television Production	40.5	32.0
Total segment general and administration	123.7	98.2
Segment profit		
Motion Picture	237.1	182.7
Television Production	94.1	104.6
Total segment profit	$ 331.2	$ 287.3

The Company's primary measure of segment performance is segment profit. Segment profit is defined as gross contribution (revenues, less direct operating and distribution and marketing expense) less segment general and administration expenses. Segment profit excludes, when applicable, corporate and allocated general and administrative expense, restructuring and other costs, share-based compensation, certain content charges as a result of changes in management and/or content strategy, certain charges related to the COVID-19 global pandemic, charges related to Russia's invasion of Ukraine, and purchase accounting and related adjustments. The Company believes the presentation of segment profit is relevant and useful for investors because it allows investors to view segment performance in a manner similar to the primary method used by the Company's management and enables them to understand the fundamental performance of the Company's businesses.

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The reconciliation of total segment profit to the Company's income (loss) before income taxes is as follows:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Company's total segment profit	$ 331.2	$ 287.3
Corporate general and administrative expenses[1]	(76.2)	(57.7)
Adjusted depreciation and amortization[2]	(7.1)	(8.9)
Restructuring and other[3]	(61.5)	(20.6)
COVID-19 related benefit (charges) included in direct operating expense[4]	0.5	6.2
Content charges[5]	(1.1)	(7.7)
Adjusted share-based compensation expense[6]	(46.3)	(40.1)
Purchase accounting and related adjustments[7]	(19.4)	(51.4)
Operating income	120.1	107.1
Interest expense	(157.1)	(117.8)
Interest and other income	6.9	4.9
Other expense	(14.3)	(17.2)
Loss on extinguishment of debt	—	(1.3)
Gain on investments, net	2.7	42.1
Equity interests income	5.7	0.8
Income (loss) before income taxes	$ (36.0)	$ 18.6

(1) Corporate general and administrative expenses reflect the allocations of certain general and administrative expenses from Lionsgate related to certain corporate and shared service functions historically provided by Lionsgate, including, but not limited to, executive oversight, accounting, tax, legal, human resources, occupancy, and other shared services (see Note 1 and Note 18 for further information). Amount excludes allocation of share-based compensation expense discussed below. The costs included in corporate general and administrative expenses represent certain corporate executive expense (such as salaries and wages for the office of the Chief Executive Officer, Chief Financial Officer, General Counsel and other corporate officers), investor relations costs, costs of maintaining corporate facilities, and other unallocated common administrative support functions, including corporate accounting, finance and financial reporting, internal and external audit and tax costs, corporate and other legal support functions, and certain information technology and human resources expense.

(2) Adjusted depreciation and amortization represents depreciation and amortization as presented on our unaudited condensed combined statements of operations less the depreciation and amortization related to the non-cash fair value adjustments to property and equipment and intangible assets acquired in recent acquisitions which are included in the purchase accounting and related adjustments line item above, as shown in the table below:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Depreciation and amortization	$ 11.1	$ 13.2
Less: Amount included in purchase accounting and related adjustments	(4.0)	(4.3)
Adjusted depreciation and amortization	$ 7.1	$ 8.9

(3) Restructuring and other includes restructuring and severance costs, certain transaction and other costs, and certain unusual items, when applicable. See Note 13 for further information on restructuring and other.

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(4) Amounts represent the incremental costs included in direct operating expense resulting from circumstances associated with the COVID-19 global pandemic, net of insurance recoveries. During the nine months ended December 31, 2023 and 2022, the Company incurred a net benefit in direct operating expense due to insurance and bad debt recoveries in excess of the incremental costs expensed in the periods (see Note 13). These charges (benefits) are excluded from segment operating results.

(5) Content charges represent certain charges included in direct operating expense in the combined statements of operations, and excluded from segment operating results (see Note 13 for further information).

(6) The following table reconciles total share-based compensation expense to adjusted share-based compensation expense:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Total share-based compensation expense[(i)]	$ 53.6	$ 42.2
Less:		
Amount included in restructuring and other[(ii)]	(7.3)	(2.1)
Adjusted share-based compensation	$ 46.3	$ 40.1

(i) Total share-based compensation expense in the nine months ended December 31, 2023 and 2022 includes $12.1 million and $17.0 million, respectively, of corporate allocation of share-based compensation expense, representing the allocation of Lionsgate's corporate employee share-based compensation expense.

(ii) Represents share-based compensation expense included in restructuring and other expenses reflecting the impact of the acceleration of vesting schedules for equity awards pursuant to certain severance arrangements.

(7) Purchase accounting and related adjustments primarily represent the amortization of non-cash fair value adjustments to certain assets acquired in recent acquisitions. These adjustments include the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the amortization of the recoupable portion of the purchase price and the expense associated with the earned distributions related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense. The following sets forth the amounts included in each line item in the financial statements:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Purchase accounting and related adjustments:		
Direct operating	$ —	$ 0.7
General and administrative expense[(i)]	15.4	46.4
Depreciation and amortization	4.0	4.3
	$ 19.4	$ 51.4

(i) These adjustments include the non-cash charge for the accretion of the noncontrolling interest discount related to Pilgrim Media Group and 3 Arts Entertainment, the non-cash charge for the amortization of the recoupable portion of the purchase price and the expense associated with the noncontrolling equity interests in the distributable earnings related to 3 Arts Entertainment, all of which are accounted for as compensation and are included in general and administrative expense, as presented in the table below. The noncontrolling

equity interest in the distributable earnings of 3 Arts Entertainment are reflected as an expense rather than noncontrolling interest in the combined statements of operations due to the relationship to continued employment.

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Amortization of recoupable portion of the purchase price	$ 1.3	$ 5.7
Noncontrolling interest discount amortization	—	13.3
Noncontrolling equity interest in distributable earnings	14.1	27.4
	$ 15.4	$ 46.4

See Note 10 for revenues by media or product line as broken down by segment for the nine months ended December 31, 2023 and 2022.

The following table reconciles segment general and administration expense to the Company's total combined general and administration expense:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
General and administration		
Segment general and administrative expenses	$ 123.7	$ 98.2
Corporate general and administrative expenses	76.2	57.7
Share-based compensation expense included in general and administrative expense[(1)]	46.3	40.1
Purchase accounting and related adjustments	15.4	46.4
	$ 261.6	$ 242.4

(1) Includes share-based compensation expense related to the allocation of Lionsgate corporate and shared employee share-based compensation expenses of $12.1 million in the nine months ended December 31, 2023 (2022—$17.0 million).

The reconciliation of total segment assets to the Company's total combined assets is as follows:

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Assets		
Motion Picture	$ 1,744.2	$ 1,759.4
Television Production	2,393.6	1,949.1
Other unallocated assets[(1)]	981.3	704.2
	$ 5,119.1	$ 4,412.7

(1) Other unallocated assets primarily consist of cash, other assets and investments.

15. Contingencies

From time to time, the Company is involved in certain claims and legal proceedings arising in the normal course of business.

The Company establishes an accrued liability for claims and legal proceedings when the Company determines that a loss is both probable and the amount of the loss can be reasonably estimated. Once established, accruals are adjusted from time to time, as appropriate, in light of additional information. The amount of any loss ultimately incurred in relation to matters for which an accrual has been established may be higher or lower than the amounts accrued for such matters.

As of December 31, 2023, the Company is not a party to any material pending claims or legal proceeding and is not aware of any other claims that it believes could, individually or in the aggregate, have a material adverse effect on the Company's financial position, results of operations or cash flows.

16. Derivative Instruments and Hedging Activities

Forward Foreign Exchange Contracts

The Company enters into forward foreign exchange contracts to hedge its foreign currency exposures on future production expenses and tax credit receivables denominated in various foreign currencies (i.e., cash flow hedges). The Company also enters into forward foreign exchange contracts that economically hedge certain of its foreign currency risks, even though hedge accounting does not apply or the Company elects not to apply hedge accounting. The Company monitors its positions with, and the credit quality of, the financial institutions that are party to its financial transactions. Changes in the fair value of the foreign exchange contracts that are designated as hedges are reflected in accumulated other comprehensive income (loss), and changes in the fair value of foreign exchange contracts that are not designated as hedges and do not qualify for hedge accounting are recorded in direct operating expense. Gains and losses realized upon settlement of the foreign exchange contracts that are designated as hedges are amortized to direct operating expense on the same basis as the production expenses being hedged.

As of December 31, 2023, the Company had the following outstanding forward foreign exchange contracts (all outstanding contracts have maturities of less than 20 months from December 31, 2023):

	December 31, 2023			
Foreign Currency	Foreign Currency Amount		US Dollar Amount	Weighted Average Exchange Rate Per $1 USD
	(Amounts in millions)		(Amounts in millions)	
British Pound Sterling	0.4 GBP	in exchange for	$ 0.4	0.82 GBP
Czech Koruna	180.0 CZK	in exchange for	$ 8.1	22.13 CZK
Euro	15.3 EUR	in exchange for	$ 15.4	1.10 EUR
Canadian Dollar	29.5 CAD	in exchange for	$ 1.0	1.34 CAD
Mexican Peso	35.9 MXN	in exchange for	$ 1.7	20.52 MXN
South African Rand	53.2 ZAR	in exchange for	$ 2.9	18.95 ZAR

Interest Rate Swaps

The Company is exposed to the impact of interest rate changes primarily through its borrowing activities. The Company's objective is to mitigate the impact of interest rate changes on earnings and cash flows. The Company primarily uses pay-fixed interest rate swaps to facilitate its interest rate risk management activities, which the Company generally designates as cash flow hedges of interest payments on floating-rate borrowings.

Pay-fixed swaps effectively convert floating-rate borrowings to fixed-rate borrowings. The unrealized gains or losses from these designated cash flow hedges are deferred in accumulated other comprehensive income (loss) and recognized in interest expense as the interest payments occur. Changes in the fair value of interest rate swaps that are not designated as hedges are recorded in interest expense (see further explanation below).

Cash settlements related to interest rate contracts are generally classified as operating activities on the condensed combined statements of cash flows. However, due to a financing component (debt host) on a portion of our previously outstanding interest rate swaps, the cash flows related to these contracts are classified as financing activities through the date of termination.

Designated Cash Flow Hedges. As of December 31, 2023 and March 31, 2023, the Company had the following pay-fixed interest rate swaps which have been designated as cash flow hedges outstanding (all related to the Company's SOFR-based debt, see Note 6 and Note 7):

Effective Date	Notional Amount (in millions)	Fixed Rate Paid	Maturity Date
May 23, 2018	$ 300.0	2.915%	March 24, 2025
May 23, 2018	$ 700.0	2.915%	March 24, 2025[1]
June 25, 2018	$ 200.0	2.723%	March 23, 2025[1]
July 31, 2018	$ 300.0	2.885%	March 23, 2025[1]
December 24, 2018	$ 50.0	2.744%	March 23, 2025[1]
December 24, 2018	$ 100.0	2.808%	March 23, 2025[1]
December 24, 2018	$ 50.0	2.728%	March 23, 2025[1]
Total	$ 1,700.0		

(1) Represents the "Re-designated Swaps" as described in the May 2022 Transactions section below that were previously not designated cash flow hedges at March 31, 2022.

***May 2022 Transactions*:** In May 2022, the Company terminated certain of its previous interest rate swap contracts (the "Terminated Swaps"). As a result of the terminations, the Company received approximately $56.4 million. Simultaneously with the termination of the Terminated Swaps, the Company re-designated all other swaps previously not designated as cash flow hedges of variable rate debt.

The receipt of approximately $56.4 million as a result of the termination was recorded as a reduction of the asset values of the derivatives amounting to $188.7 million and a reduction of the financing component (debt host) of the Terminated Swaps amounting to $131.3 million. At the time of the termination of the Terminated Swaps, there was approximately $180.4 million of unrealized gains recorded in accumulated other comprehensive income (loss) related to these Terminated Swaps. This amount will be amortized as a reduction of interest expense through the remaining term of the swaps unless it becomes probable that the cash flows originally hedged will not occur, in which case the proportionate amount of the gain will be recorded as a reduction to interest expense at that time. In addition, the liability amount of $6.8 million for the Re-designated Swaps at the re-designation date will be amortized as a reduction of interest expense throughout the remaining term of the Re-designated Swaps, unless it becomes probable that the cash flows originally hedged will not occur, in which case the proportionate amount of the loss will be recorded to interest expense at that time.

The receipt of approximately $56.4 million was classified in the unaudited condensed combined statement of cash flows as cash provided by operating activities of $188.7 million reflecting the amount received for the derivative portion of the termination of swaps, and a use of cash in financing activities of $134.5 million reflecting the pay down of the financing component of the Terminated Swaps (inclusive of payments made between April 1, 2022 and the termination date amounting to $3.2 million).

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Financial Statement Effect of Derivatives

Unaudited condensed combined statements of operations and comprehensive income (loss): The following table presents the pre-tax effect of the Company's derivatives on the accompanying unaudited condensed combined statements of operations and comprehensive income (loss) for nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Derivatives designated as cash flow hedges:		
Forward exchange contracts		
Gain (loss) recognized in accumulated other comprehensive income (loss)	$ (7.3)	$ 7.4
Loss reclassified from accumulated other comprehensive income (loss) into direct operating expense	(2.5)	(0.7)
Interest rate swaps		
Gain recognized in accumulated other comprehensive income (loss)	$ 24.7	$ 87.8
Gain (loss) reclassified from accumulated other comprehensive income (loss) into interest expense	31.5	(5.7)
Derivatives not designated as cash flow hedges:		
Interest rate swaps		
Loss reclassified from accumulated other comprehensive income (loss) into interest expense	$ (5.5)	$ (9.9)
Total direct operating expense on combined statements of operations	$1,306.0	$1,687.9
Total interest expense on combined statements of operations	$ 157.1	$ 117.8

Unaudited condensed combined balance sheets: The Company classifies its forward foreign exchange contracts and interest rate swap agreements within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments (see Note 8). The portion of the swaps, if any, reflecting the financing component (debt host) of the hybrid instrument discussed above is recorded at amortized cost and reduced over time based on payments. Pursuant to the Company's accounting policy to offset the fair value amounts recognized for derivative instruments, the Company presents the asset or liability position of the swaps that are with the same counterparty under a master netting arrangement net as either an asset or liability in its unaudited condensed combined balance sheets. As of December 31, 2023 and March 31, 2023, there were no swaps outstanding that were subject to a master netting arrangement.

As of December 31, 2023 and March 31, 2023, the Company had the following amounts recorded in the accompanying unaudited condensed combined balance sheets related to the Company's use of derivatives:

	December 31, 2023			
	Other Current Assets	Other Non-Current Assets	Other Accrued Liabilities	Other Non-Current Liabilities
	(Amounts in millions)			
Derivatives designated as cash flow hedges:				
Forward exchange contracts	$ —	$ —	$ 2.1	$ —
Interest rate swaps	—	34.2	—	—
Fair value of derivatives	$ —	$ 34.2	$ 2.1	$ —

	March 31, 2023			
	Other Current Assets	Other Non-Current Assets	Other Accrued Liabilities	Other Non-Current Liabilities
	(Amounts in millions)			
Derivatives designated as cash flow hedges:				
Forward exchange contracts	$ 2.9	$ —	$ 0.1	$ —
Interest rate swaps	—	41.1	—	—
Fair value of derivatives	$ 2.9	$ 41.1	$ 0.1	$ —

As of December 31, 2023, based on the current release schedule, the Company estimates approximately $2.0 million of losses associated with forward foreign exchange contract cash flow hedges in accumulated other comprehensive income (loss) will be reclassified into earnings during the one-year period ending December 31, 2024.

As of December 31, 2023, the Company estimates approximately $25.4 million of gains recorded in accumulated other comprehensive income associated with interest rate swap agreement cash flow hedges will be reclassified into interest expense during the one-year period ending December 31, 2024.

17. Additional Financial Information

The following tables present supplemental information related to the unaudited condensed combined financial statements.

Cash, Cash Equivalents and Restricted Cash

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported in the unaudited condensed combined balance sheets to the total amounts reported in the unaudited condensed combined statements of cash flows at December 31, 2023 and March 31, 2023. At December 31, 2023 and March 31, 2023, restricted cash represents primarily amounts related to required cash reserves for interest payments associated with the Production Tax Credit Facility, IP Credit Facility, and Backlog Facility.

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Cash and cash equivalents	$ 247.1	$ 210.9
Restricted cash included in other current assets	36.4	27.5
Restricted cash included in other non-current assets	13.9	13.0
Total cash, cash equivalents and restricted cash	$ 297.4	$ 251.4

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Other Assets

The composition of the Company's other assets is as follows as of December 31, 2023 and March 31, 2023:

	December 31, 2023	March 31, 2023
	(Amounts in millions)	
Other current assets		
Prepaid expenses and other	$ 50.1	$ 36.0
Restricted cash	36.4	27.5
Contract assets	56.8	63.5
Tax credits receivable	273.8	129.5
	$ 417.1	$ 256.5
Other non-current assets		
Prepaid expenses and other	$ 21.5	$ 7.4
Restricted cash	13.9	13.0
Accounts receivable	105.9	37.8
Contract assets	3.3	5.1
Tax credits receivable	312.8	341.8
Operating lease right-of-use assets[(1)]	318.8	116.8
Interest rate swap assets	34.2	41.1
	$ 810.4	$ 563.0

(1) During the nine months ended December 31, 2023, the Company extended certain of its operating leases and entered into new operating leases. The Company recorded an increase to operating lease right-of-use assets of $211.9 million which is included in "other non-current assets". Additionally, the Company recorded a corresponding decrease to operating lease liability of $1.3 million and a corresponding increase of $213.2 million to "other accrued liabilities" and "other liabilities—non-current", respectively, at December 31, 2023 related to these leases. In addition, in connection with the December 27, 2023 acquisition of eOne, the Company recorded operating lease right-of-use assets of $21.3 million included in "other non-current assets", and a corresponding operating lease liability of $6.9 million and $17.3 million included in "other accrued liabilities" and "other liabilities—non-current", respectively, as of December 31, 2023 (see Note 2).

Accounts Receivable Monetization

Under the Company's accounts receivable monetization programs, the Company has entered into (1) individual agreements to monetize certain of its trade accounts receivable directly with third-party purchasers and (2) a revolving agreement to monetize designated pools of trade accounts receivable with various financial institutions, as further described below. Under these programs, the Company transfers receivables to purchasers in exchange for cash proceeds, and the Company continues to service the receivables for the purchasers. The Company accounts for the transfers of these receivables as a sale, removes (derecognizes) the carrying amount of the receivables from its balance sheets and classifies the proceeds received as cash flows from operating activities in the statements of cash flows. The Company records a loss on the sale of these receivables reflecting the net proceeds received (net of any obligations incurred), less the carrying amount of the receivables transferred. The loss is reflected in the "other expense" line item on the unaudited condensed combined statements of operations. The Company receives fees for servicing the accounts receivable for the purchasers, which represent the fair value of the services and were immaterial for the nine months ended December 31, 2023 and 2022.

Individual Monetization Agreements. The Company enters into individual agreements to monetize trade accounts receivable. The third-party purchasers have no recourse to other assets of the Company in the event of

non-payment by the customers. The following table sets forth a summary of the receivables transferred under individual agreements or purchases during the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Carrying value of receivables transferred and derecognized	$ 385.8	$ 314.9
Net cash proceeds received	370.7	300.0
Loss recorded related to transfers of receivables	15.1	14.9

At December 31, 2023, the outstanding amount of receivables derecognized from the Company's unaudited condensed combined balance sheets, but which the Company continues to service, related to the Company's individual agreements to monetize trade accounts receivable was $420.8 million (March 31, 2023—$350.9 million).

Pooled Monetization Agreement. In December 2019, the Company entered into a revolving agreement, as amended in July 2023, to transfer up to $100.0 million of certain receivables to various financial institutions on a recurring basis in exchange for cash equal to the gross receivables transferred, which matured on October 1, 2023. As customers paid their balances, the Company would transfer additional receivables into the program. The transferred receivables were fully guaranteed by a bankruptcy-remote wholly-owned subsidiary of the Company. The third-party purchasers had no recourse to other assets of the Company in the event of non-payment by the customers.

The following table sets forth a summary of the receivables transferred under the pooled monetization agreement during the nine months ended December 31, 2023 and 2022:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Gross cash proceeds received for receivables transferred and derecognized	$ 22.2	$ 156.0
Less amounts from collections reinvested under revolving agreement	(9.1)	(83.3)
Proceeds from new transfers	13.1	72.7
Collections not reinvested and remitted or to be remitted	(13.4)	(48.0)
Net cash proceeds received (paid or to be paid)[1]	$ (0.3)	$ 24.7
Carrying value of receivables transferred and derecognized[2]	$ 22.1	$ 154.2
Obligations recorded	$ 2.1	$ 4.4
Loss recorded related to transfers of receivables	$ 2.0	$ 2.6

(1) During the nine months ended December 31, 2023, the Company voluntarily repurchased $46.0 million of receivables previously transferred. In addition, during the nine months ended December 31, 2022, the Company repurchased $27.4 million of receivables previously transferred, as separately agreed upon with the third-party purchasers, in order to monetize such receivables under the individual monetization program discussed above without being subject to the collateral requirements under the pooled monetization program.

(2) Receivables net of unamortized discounts on long-term, non-interest bearing receivables.

At December 31, 2023, there were no outstanding receivables derecognized from the Company's unaudited condensed combined balance sheet, for which the Company continues to service, related to the pooled monetization agreement (March 31, 2023—$52.3 million).

Content related payables

Content related payables include minimum guarantees and accrued licensed program rights obligations, which represent amounts payable for film or television rights that the Company has acquired or licensed.

Other Accrued Liabilities

Other accrued liabilities include employee related liabilities (such as accrued bonuses and salaries and wages) of $114.5 million and $102.8 million at December 31, 2023 and March 31, 2023, respectively.

Accumulated Other Comprehensive Income (Loss)

The following table summarizes the changes in the components of accumulated other comprehensive income (loss), net of tax. During the nine months ended December 31, 2023 and 2022, there was no income tax expense or benefit reflected in other comprehensive income (loss) due to the income tax impact being offset by changes in the Company's deferred tax valuation allowance.

	Foreign currency translation adjustments	Net unrealized gain (loss) on cash flow hedges	Total
	(Amounts in millions)		
March 31, 2023	$ (41.1)	$ 142.6	$101.5
Other comprehensive income (loss)	1.8	17.4	19.2
Reclassifications to net loss[(1)]	—	(23.5)	(23.5)
December 31, 2023	$ (39.3)	$ 136.5	$ 97.2
March 31, 2022	$ (38.9)	$ 49.1	$ 10.2
Other comprehensive income (loss)	(3.7)	95.2	91.5
Reclassifications to net loss[(1)]	—	16.3	16.3
December 31, 2022	$ (42.6)	$ 160.6	$118.0

(1) Represents a loss of $2.5 million included in direct operating expense and a gain of $26.0 million included in interest expense on the unaudited condensed combined statement of operations in the nine months ended December 31, 2023 (nine months ended December 31, 2022—loss of $0.7 million included in direct operating expense and a loss of $15.6 million included in interest expense) (see Note 16).

Supplemental Cash Flow Information

Significant non-cash transactions during the nine months ended December 31, 2023 and 2022 include certain interest rate swap agreements, which are discussed in Note 16, "Derivative Instruments and Hedging Activities".

There were no significant non-cash financing or investing activities for the nine months ended December 31, 2023 and 2022.

18. Related Party Transactions

Transactions with Lionsgate

As described in Note 1, Lionsgate utilizes a centralized approach to cash management. Cash generated by the Company or borrowed under certain debt obligations is managed by Lionsgate's centralized treasury function and is routinely transferred to the Company or to the Starz Business to fund operating activities of the Studio Business and the Starz Business when needed.

Because of this centralized approach to cash management, financial transactions for cash movement and the settlement of payables and receivables when due with Lionsgate are generally accounted for through the net parent investment account. Net parent investment is presented in the combined statements of equity (deficit). Settlements of amounts payable and receivable when due through the net parent investment account are reflected as cash payments or receipts for the applicable operating transaction within operating activities in the combined statements of cash flows, with the net change in parent net investment included within financing activities in the combined statements of cash flows.

In the normal course of business, the Company enters into transactions with Lionsgate and the Starz Business which include the following, which unless otherwise indicated are settled through net parent investment at the time of the transaction:

Licensing of content to the Starz Business: The Company licenses motion pictures and television programming (including Starz original productions) to the Starz Business. The license fees generally are due upon delivery or due at a point in time following the first showing. License fee amounts due are settled with the Starz Business through parent net investment. License fees receivable, not yet due from the Starz Business, are reflected in due from the Starz Business on the condensed combined balance sheets. The consideration to which the Company is entitled under the license agreement with the Starz Business is included in revenue from contracts with customers and presented separately in the unaudited combined statements of operations, see Note 10 for further information.

Corporate expense allocations: As previously described in Note 1, the accompanying condensed combined financial statements include allocations of certain general and administrative expenses from Lionsgate related to certain corporate and shared service functions historically provided by Lionsgate, including, but not limited to, executive oversight, accounting, tax, legal, human resources, occupancy, and other shared services. During the nine months ended December 31, 2023, corporate expense allocations, excluding amounts related to share-based compensation discussed below, amounted to $76.2 million (nine months ended December 31, 2022—$57.7 million).

Operating expense reimbursement: As previously described in Note 1, the Company pays certain expenses on behalf of the Starz Business such as certain rent expense, employee benefits, insurance and other administrative operating costs. The Starz Business also pays certain expenses on behalf of the Company such as legal expenses, software development costs and severance. These expenditures are reflected in the financial statements of the Studio Business and the Starz Business as applicable.

Share-based compensation: Lionsgate provides share-based compensation related to the Studio Business employees and as part of its corporate expense allocations a proportionate amount of the share-based compensation related to those corporate functions is charged to the Studio Business.

Monetization of certain accounts receivables: The Company had an agreement with Starz for Starz to transfer certain accounts receivables to the Company to participate in the Company's pooled monetization arrangement. The Company purchased the transferred receivables at fair value and recorded them at the purchased amount on its balance sheet and classified the purchase price paid in parent net investment. See Note 17 for further information. The accounts receivables purchased from the Starz Business have historically been pledged as collateral under this agreement. Any discount on the purchase of the receivable from the Starz Business is accreted to interest income over the period to collection of the accounts receivable. The accounts receivable purchased from the Starz Business and subsequent collections are reflected as investing activities in the combined statements of cash flows.

Parent Net Investment

The net transfers to and from Lionsgate discussed above were as follows:

	Nine Months Ended December 31,	
	2023	2022
	(Amounts in millions)	
Cash pooling and general financing activities	$(241.7)	$ 111.5
Licensing of content[1]	428.8	623.7
Corporate reimbursements	5.9	8.0
Corporate expense allocations (excluding allocation of share-based compensation)	20.2	12.3
Funding of purchases of accounts receivables held for collateral	(85.6)	(135.4)
Net transfers to Parent per combined statements of cash flows	$ 127.6	$ 620.1
Share based compensation (including allocation of share-based compensation)	(53.6)	(42.2)
Other non-cash transfer	16.6	—
Net transfers to Parent per combined statements of equity (deficit)	$ 90.6	$ 577.9

(1) Reflects the settlement of amounts due from the Starz Business related to the Company's licensing arrangements with the Starz Business.

19. Subsequent Events

The Company has evaluated subsequent events through March 8, 2024, the date which the combined financial statements were issued.

On January 2, 2024, the Company closed on the acquisition of an additional 25% of 3 Arts Entertainment representing approximately half of the noncontrolling interest for approximately $194 million. In addition, the Company purchased certain profit interests held by certain managers and entered into certain option rights agreements, which replaced the put and call rights discussed in Note 9 by providing noncontrolling interest holders the right to sell to the Company and the Company the right to purchase their remaining (24%) interest beginning in January 2027, see Note 9.

Independent Auditors' Report

Those Charged with Governance
Entertainment One Film and Television Business:

Opinion

We have audited the combined financial statements of Entertainment One Film and Television Business (the Company), which comprise the combined balance sheets as of December 25, 2022 and December 26, 2021, and the related combined statements of operations, comprehensive loss, parent equity and redeemable non-controlling interests, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the accompanying combined financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Combined Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the combined financial statements are issued.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/s/ KPMG LLP

Providence, Rhode Island
January 17, 2024

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Combined Balance Sheets
December 25, 2022 and December 26, 2021
(Thousands of Dollars)

	2022	2021
ASSETS		
Current assets		
Cash and cash equivalents, including restricted cash of $13,600 in 2022 and $35,196 in 2021	$ 91,077	$ 132,880
Accounts receivable, less allowance for credit losses of $2,266 in 2022 and $3,042 in 2021	157,749	128,417
Inventories	2,974	3,276
Prepaid expenses and other current assets	423,456	400,433
Total current assets	**675,256**	**665,006**
Operating lease right-of-use assets	38,233	48,531
Property, plant and equipment, net	28,696	31,079
Investment in productions and investments in acquired content rights	694,002	596,385
Goodwill	231,000	231,000
Other intangibles, net	118,995	141,840
Other	115,091	58,168
Total assets	**$ 1,901,273**	**$ 1,772,009**
LIABILITIES, NONCONTROLLING INTERESTS AND PARENT EQUITY		
Current liabilities		
Production financing	$ 194,781	$ 170,053
Accounts payable	29,833	6,667
Deferred revenue	22,991	26,604
Accrued participation and residuals	267,037	265,397
Accrued liabilities	207,252	172,940
Total current liabilities	**721,894**	**641,661**
Long-term operating lease liabilities	31,012	40,216
Deferred revenue	714	1,474
Other liabilities	32,175	30,467
Total liabilities	**785,795**	**713,818**
Commitments and contingencies (Note 17)		
Redeemable noncontrolling interests	—	23,938
Parent equity		
Net parent investment	1,143,855	1,028,975
Accumulated other comprehensive earnings (loss)	(28,377)	5,278
Total parent equity	**1,115,478**	**1,034,253**
Total liabilities, noncontrolling interests and parent equity	**$ 1,901,273**	**$ 1,772,009**

See accompanying notes to Combined Financial Statements

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Combined Statements of Operations
Fiscal Years Ended December 25, 2022 and December 26, 2021
(Thousands of Dollars)

	2022	2021
Net revenues	**$827,811**	**$921,043**
Costs and expenses:		
Direct operating	634,506	734,352
Distribution and marketing	19,299	28,742
General and administration	151,176	135,755
Depreciation and amortization	26,013	26,291
Total costs and expenses	**830,994**	**925,140**
Operating loss	**(3,183)**	**(4,097)**
Interest expense	14,005	8,444
Interest income	(3,204)	(3,571)
Other income, net	(6,661)	1,302
Loss before income taxes	**$ (7,323)**	**$ (10,272)**
Income tax provision	12,738	1,469
Net loss	**(20,061)**	**(11,741)**
Less: Net earnings attributable to noncontrolling interests	576	3,355
Net loss attributable to Entertainment One Film and Television Business	**$ (20,637)**	**$ (15,096)**

See accompanying notes to Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Combined Statements of Comprehensive Loss
Fiscal Years Ended December 25, 2022 and December 26, 2021
(Thousands of Dollars)

	2022	2021
Net loss	**$(20,061)**	**$ (11,741)**
Other comprehensive loss:		
Foreign currency translation adjustments, net of tax	(33,066)	6,225
Net gains on cash flow hedging activities, net of tax	1,535	3,564
Reclassifications to earnings, net of tax:		
Net losses on cash flow hedging activities	(2,124)	(1,067)
Other comprehensive earnings (loss), net of tax	**(33,655)**	**8,722**
Total comprehensive loss, net of tax	**(53,716)**	**(3,019)**
Total comprehensive earnings attributable to noncontrolling interests	576	3,355
Total comprehensive loss attributable to Entertainment One Film and Television Business	**$(54,292)**	**$ (6,374)**

See accompanying notes to Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Combined Statements of Cash Flows
Fiscal Years Ended December 25, 2022 and December 26, 2021
(Thousands of Dollars)

	Year ended December	
	2022	2021
Cash flows from operating activities:		
Net loss	$ (20,061)	$ (11,741)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation of property, plant and equipment	7,028	6,808
Amortization of intangible assets	18,985	19,483
Program cost amortization	492,474	556,898
Share-based compensation funded by Parent	4,506	3,735
Non-cash lease expense	9,087	10,060
Deferred income taxes	948	1,246
Other non-cash items	(589)	2,497
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(1,716)	(36,332)
Decrease (increase) in inventories	143	(263)
Increase in prepaid expenses and other current assets	(41,701)	(103,005)
Program spend	(668,874)	(512,064)
Increase (decrease) in accounts payable	27,182	(21,397)
Increase in accrued liabilities	73,213	59,633
Increase (decrease) in accrued participation and residuals	11,786	(11,833)
Decrease in deferred revenue	(3,738)	(39,819)
Decrease in other noncurrent liabilities	(5,504)	(20,130)
Increase in other noncurrent assets	(59,531)	(9,121)
Net cash used in operating activities	**(156,362)**	**(105,345)**
Investing activities:		
Additions to property, plant and equipment	(5,988)	(5,730)
Net cash used in investing activities	**(5,988)**	**(5,730)**
Financing activities:		
Buyout of redeemable noncontrolling interest	(18,500)	—
Distributions to noncontrolling interests	(1,900)	(2,600)
Net proceeds from borrowings	257,883	159,646
Repayments of borrowings	(230,974)	(161,612)
Financing transactions with Parent, net	115,625	80,935
Net cash provided by financing activities	**122,134**	**76,369**
Effect of exchange rate changes on cash and cash equivalents	(1,587)	2,470
Change in cash and cash equivalents and restricted cash	**(41,803)**	**(32,236)**
Cash, cash equivalents and restricted cash at beginning of year	132,880	165,116
Cash, cash equivalents and restricted cash at end of year	**$ 91,077**	**$ 132,880**
Supplemental information		
Income taxes paid	$ (6,314)	$ (3,648)
Interest paid	$ (6,566)	$ (3,515)

See accompanying notes to Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Combined Statements of Parent Equity and Redeemable Non-Controlling Interests
Fiscal Years Ended December 25, 2022 and December 26, 2021
(Thousands of Dollars)

	2022	2021
Net Parent Investment		
Balance at the beginning of the year	**$ 1,028,975**	**$ 972,191**
Net loss attributable to Entertainment One Film and Television Business	(20,637)	(15,096)
Share-based compensation funded by Parent	4,506	3,735
Net contributions from Parent	131,011	68,145
Balance at the end of the year	**$ 1,143,855**	**$ 1,028,975**
Accumulated Other Comprehensive Earnings (Loss), net of tax		
Balance at the beginning of the year	**$ 5,278**	**$ (3,444)**
Other comprehensive earnings (loss)	(33,655)	8,722
Balance at the end of the year	**(28,377)**	**5,278**
Total Parent Equity	**$ 1,115,478**	**$ 1,034,253**
Redeemable Non-Controlling Interest		
Balance at the beginning of the year	**$ 23,938**	**$ 24,440**
Distributions paid to noncontrolling owners and other foreign exchange	(1,900)	(3,857)
Buyout of redeemable noncontrolling interest	(22,614)	—
Net earnings attributable to non-controlling interests	576	3,355
Balance at the end of the year	**$ —**	**$ 23,938**

See accompanying notes to Combined Financial Statements.

(1) Description of Business and Basis of Presentation

Description of Business

The accompanying Combined Financial Statements include the accounts of operations that comprise the Entertainment One ("eOne") Film and Television operations (the "Company") of Hasbro, Inc.'s ("Hasbro" or the "Parent"). The eOne Film and Television business produces scripted and unscripted television and motion pictures with global distribution and an extensive film and television library. To the extent that an asset, liability, revenue, or expense is directly associated with the Company, it is reflected in the accompanying Combined Financial Statements.

On August 3, 2023, Hasbro and certain of its wholly and majority owned subsidiaries entered into a definitive agreement (the "Purchase Agreement") to sell the Company's film and television business to Lionsgate (the "Purchaser" or "Lionsgate"). The deal closed on December 27, 2023 for approximately $375 million in cash, subject to certain purchase price adjustments, plus the assumption by Lionsgate of production financing loans. Upon consummation of the Transaction, the historical operations of the Company were transferred to the Purchaser, and Hasbro and the Purchaser entered into various commercial agreements designed to continue to serve their respective customers. The sale included employees, a content library of nearly 6,500 titles, active productions for non-Hasbro owned IP and the eOne unscripted business, which includes rights for certain Hasbro-based shows.

The business does not include Hasbro's Allspark operations, nor any active productions for Hasbro-owned IP such as Dungeons & Dragons. Consequently, these operations and assets are not included in the accompanying Combined Financial Statements of the Company.

The accompanying Combined Financial Statements reflect the pushdown of the initial Hasbro acquisition accounting for the assets and liabilities acquired in 2019 which were directly attributable to the Company, and which existed as of the Lionsgate acquisition.

Basis Of Presentation

The Combined Financial Statements represent the operations of the Company and have been prepared on a"carve-out" basis. The Combined Financial Statements have been derived from Hasbro's Consolidated Financial Statements and accounting records, and reflect the Combined Statements of Operations, Statements of Comprehensive Earnings, Balance Sheets, Cash Flows and Parent Equity of the Company in accordance with accounting principles generally accepted in the United States ("GAAP").

Hasbro provides certain corporate functions to the Company and costs associated with these provided services have been allocated to the Company. These allocations include treasury functions, tax services and employment legal functions. The costs of such services have been allocated to the Company based on an allocation metric which best represents the Company's portion of corporate expenses incurred, primarily using the relative percentage of operating income. Management believes such allocations to be reasonable; however, they may not be indicative of the actual expenses that would have been incurred had the Company been operating as an independent company for the period presented. The cost allocations for these items are included in in "General and administration" in the Combined Statement of Operations. The total amounts of these cost allocations were approximately $1,008 thousand and $261 thousand for the years ended December 25, 2022 and December 26, 2021, respectively. See Note 18.

Hasbro maintains a number of share-based compensation programs at a corporate level. The Company's employees participate in those programs, and as such, the Company was charged a portion of the expenses associated with these programs. The Company was directly attributed share-based compensation expenses of $4,506 thousand and $3,735 thousand for the years ended December 25, 2022 and December 26, 2021, respectively. The charges are included in "General and administration" in the Combined Statements of Operations.

Substantially all employees attributable to the Company are covered by defined contribution plans held by the Company, rather than Hasbro. These related expenses are all directly attributable to the Company and resulting liabilities are in Accrued liabilities in the Combined Balance Sheets.

"Net Parent Investment" represents Hasbro's interest in the net assets of the Company. The net parent investment balance represents the cumulative net investment by Hasbro in the Company through the periods presented, including any prior net earnings (loss) or comprehensive earnings (loss) attributed to the Company. Certain transactions between the Company, including allocated expenses, are also included in and reflected as a change in the Company's net parent investment in the Combined Balance Sheets.

The Company frequently engages in various activities with Hasbro, resulting in accounts receivable and accounts payable positions. These balances do not settle in cash and have been eliminated through Net Parent Investment for the periods presented. Additionally, intercompany transactions within the Film & Television business have been eliminated for the periods presented.

The Combined Financial Statements may not be indicative of future performance and do not necessarily reflect the Combined Statements of Operations, Balance Sheets, and Statement of Cash Flows had the Company operated as an independent business from Hasbro during the periods presented.

(2) Summary of Significant Accounting Policies

Preparation of Combined Financial Statements

The preparation of the Combined Financial Statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the Combined Financial Statements and notes thereto. Actual results could differ from those estimates.

Fiscal Year

Entertainment One Film and Television Business' fiscal year ends on the last Sunday in December. The fiscal years ended December 25, 2022 and December 26, 2021 were both fifty-two-week periods.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include all cash balances and highly liquid investments purchased with an initial maturity to the Company of three months or less. Under the Company's production financing facilities, certain of the Company's cash is restricted while the financing is outstanding. At December 25, 2022, $9,494 thousand of the Company's cash was restricted by such facilities. See Production Financing below and Note 9 for further details. The Company's cash is also restricted in connection with a historical catalog sale in which the Company

sold a future economic interest in certain titles. As part of the sale, the Company agreed to settle a potential unfavorable tax payment of the buyer in relation to the purchased titles. At December 25, 2022, $4,106 thousand of the Company's cash was restricted for this arrangement.

Accounts Receivable and Allowance for Credit Losses

Credit is granted to customers predominantly on an unsecured basis. Credit limits and payment terms are established based on extensive evaluations made on an ongoing basis throughout the fiscal year with regard to the financial performance, cash generation, financing availability and liquidity status of each customer. The majority of customers are formally reviewed at least annually; more frequent reviews are performed based on the customer's financial condition and the level of credit being extended. The Company uses a variety of financial transactions, based on availability and cost, to increase the collectability of certain of its accounts, including letters of credit, credit insurance, and requiring cash in advance of delivery.

The Company records an allowance for credit losses for accounts receivable based on management's expected credit losses. Management's estimate of expected credit losses is based on its assessment of the business environment, customers' financial condition, historical collection experience, accounts receivable aging and customer disputes.

Accounts receivable, net on the Combined Balance Sheets represents amounts due from customers less the allowance for credit losses as well as allowances for discounts.

Inventories

Inventories are valued at the lower of cost (first-in, first-out) or net realizable value. Based upon a consideration of quantities on hand and actual and projected sales volume, slow-moving and obsolete inventory is written down to its estimated net realizable value. At both December 25, 2022, and December 26, 2021, substantially all inventory is comprised of finished goods.

Noncontrolling Interests

The financial results and position of the redeemable noncontrolling interests are included in their entirety in the Company's Combined Statements of Operations and Combined Balance Sheets. The value of the redeemable noncontrolling interests is presented in the Combined Balance Sheets as temporary equity between liabilities and parent equity. During 2022, the Company redeemed all outstanding redeemable noncontrolling interest in Renegade Entertainment, LLC, the only entity for which the Company previously held redeemable noncontrolling interest. Earnings (losses) attributable to the redeemable noncontrolling interests are presented as a separate line on the Combined Statements of Operations which is necessary to identify those earnings (losses) specifically attributable to Hasbro.

Property, Plant and Equipment, Net

Property, plant, and equipment are stated at cost less accumulated depreciation. Depreciation is computed using accelerated and straight-line methods to depreciate the cost of property, plant, and equipment over their estimated useful lives. The principal lives, in years, used in determining depreciation rates of various assets are: buildings and improvements 15 to 25 and computer hardware and software 3 to 12. Depreciation expense is classified in the Combined Statements of Operations based on the nature of the property and equipment being depreciated.

Property, plant and equipment, net is reviewed for impairment whenever events or circumstances indicate the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset or related asset group to future undiscounted cash flows expected to be generated by the asset or asset group. If such assets are considered to be impaired, the impairment to be recognized would be measured by the amount by which the carrying value of the assets exceeds their fair value wherein the fair value is the appraised value. Furthermore, assets to be disposed of are carried at the lower of the net book value or their estimated fair value less disposal costs.

Goodwill and Other Intangible Assets, Net

Goodwill results from the original acquisition of eOne by Hasbro in 2019. Substantially all of the Company's other intangible assets consist of the cost of exclusive content agreements and libraries. In establishing the value of such rights, the Company considers title ultimate revenue as well as historical collections to date, cash collection timing curves and other financial projections.

Goodwill was attributed based on the fair value of the historical goodwill recognized at the Hasbro acquisition date related to the eOne Film & TV business. There was no further goodwill from business acquisitions to be allocated to the Combined Financial Statements, nor were any impairments recognized.

Goodwill and intangible assets deemed to have indefinite lives are not amortized and are tested for impairment at least annually as of the third quarter of each year. The annual goodwill test begins with a qualitative assessment, where qualitative factors and their impact on critical inputs are assessed to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If the Company determines there is an indication of impairment in its reporting unit based on the qualitative assessment, it is required to perform a quantitative assessment.

The Company performed a qualitative assessment of goodwill in the fourth quarters of 2022 and 2021. Based on the qualitative assessment, the Company determined that there was no impairment trigger which would require a quantitative analysis. As a result, the Company concluded that there was no impairment.

The Company's intangible assets having definite lives are being amortized over periods ranging from two to fifteen years, primarily using the straight-line method.

The Company reviews intangible assets with definite lives for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset or asset group. If such assets were considered to be impaired, the impairment to be recognized would be measured by the amount by which the carrying value of the assets exceeds their fair value wherein that fair value is determined based on discounted cash flows.

There were no other triggering events in 2022 or 2021 which would indicate the Company's intangible assets were impaired.

Financial Instruments

The Company's financial instruments include cash and cash equivalents, accounts receivable, short-term borrowings, accounts payable and certain accrued liabilities. At December 25, 2022, the carrying cost of these

instruments approximated their fair value. The Company's financial instruments at December 25, 2022 also include long-term borrowings (see Note 11 for carrying cost and related fair values) as well as certain assets and liabilities measured at fair value (see Notes 11 and 15).

Production Financing

Production financing relates to financing facilities for certain of the Company's television and film productions. Production financing facilities are arranged on an individual production basis by either special purpose production subsidiaries, each secured by the assets and future revenues of such production subsidiaries, which are non-recourse to the Company's assets, or through a senior revolving credit facility obtained in November 2021, dedicated to production financing. These facilities typically have maturities of less than two years while the titles are in production and are repaid once the production is delivered and all tax credits, broadcaster pre-sales and international sales have been received. In connection with the production of a television or film program, the Company records initial cash outflows within cash flows from operating activities due to its investment in the production and concurrently records cash inflows within cash flows from financing activities from the production financing it normally obtains. Under these facilities, certain of the Company's cash is restricted while the financing is outstanding. On December 25, 2022 and December 26, 2021, $9,494 thousand and $31,015 thousand of the Company's cash was restricted by such facilities, respectively. For further details, see Note 9.

Revenue Recognition

Revenue is recognized when control of the promised goods, intellectual property or production is transferred to the customers or licensees, in an amount that reflects the consideration the Company expects to be entitled to in exchange for transferring those goods. The Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable.

The Company enters into contracts to license its intellectual property for use in television and film. The licensees pay the Company either a sales-based or usage-based royalty, or a combination of both, for use of the brands, in some cases subject to minimum guaranteed amounts or fixed fees. The license of the Company's brands provide access to the intellectual property over the term of the license, generally without any other performance obligation of the Company other than keeping the intellectual property active and is therefore considered a right-to-access license of symbolic intellectual property. The Company records sales-based or usage-based royalty revenues for right-to-access licenses at the occurrence of the licensees' subsequent sale or usage. When the arrangement includes a minimum guarantee, the Company records the minimum guarantee on a ratable basis over the term of the license period and does not record the sales-based or usage-based royalty revenues until they exceed the minimum guarantee.

The Company produces, sells and licenses television and film content for distribution to third parties in formats that include broadcast, digital streaming, transactional and theatrical. These are intellectual property licenses where the licensees pay either a fixed fee for the content license or a variable fee in the form of a sales-based royalty. The content that the Company delivers to its licensees typically has stand-alone functionality, generally without any other performance obligation of the Company, and is therefore considered a right-to-use license of functional intellectual property. The Company records revenues for right-to-use licenses once the license period has commenced and the licensee has the ability to use the delivered content. In arrangements where the licensee pays the Company a fixed fee for multiple seasons or multiple series of programming,

arrangement fees are recorded as revenues based upon their relative fair values. The Company also earns advertising revenues from certain content made available on free to consumer streaming video on demand platforms where the Company earns a portion of the advertising revenues earned by the service provider. The performance obligation is met, and revenue is recorded when the user accesses the Company's content through the streaming platform.

Direct Operating Expenses

Direct operating expenses include investment in productions and acquired content rights amortization, program cost amortization and participation and residual expenses.

Participation costs represent contingent consideration payable based on the performance of the film or television program to parties associated with the film or television program, including producers, writers, directors or actors. Residuals represent amounts payable to various unions or "guilds" such as the Screen Actors Guild—American Federation of Television and Radio Artists, Directors Guild of America, and Writers Guild of America, based on the performance of the film or television program in certain ancillary markets or based on the individual's (i.e., actor, director, writer) salary level in the television market.

The Company enters into minimum guarantee royalty arrangements related to the purchase of film and television rights for content to be delivered in the future. These agreements may call for payment in advance or future payment of minimum guaranteed amounts. Amounts paid in advance are recorded as an asset and charged to Direct operating expense when the related revenue is recognized in the Combined Statements of Operations. If all or a portion of the minimum guaranteed amounts appear not to be recoverable through future use of the rights obtained under the license, the non-recoverable portion of the guaranty is charged to expense at that time.

Investment in Productions and Acquired Content Rights

The Company incurs costs in connection with the production of television programming and movies. The majority of these costs are capitalized by the Company as they are incurred and amortized using the individual-film-forecast method, whereby these costs are amortized in the proportion that the current year's revenues bear to management's estimate of total ultimate revenues as of the beginning of such period related to the program. Ultimate revenue estimates are periodically reviewed and adjustments, if any, will result in changes to amortization rates and estimated accruals for residuals and participations. Ultimate revenue includes estimates over a period not to exceed ten years following the date of release of the production. Ultimate revenue used in amortization of acquired content rights is estimated over the life of the acquired rights but no longer than a period of ten years. These capitalized costs are reported at the lower of cost, less accumulated amortization, or fair value, and reviewed for impairment when an event or change in circumstances occurs that indicates that impairment may exist. The fair value is determined using a discounted cash flow model which is primarily based on management's future revenue and cost estimates. Certain of these agreements require the Company to pay minimum guaranteed advances ("MGs") for participations and residuals. MGs are recognized in the Combined Balance Sheets when a liability arises, usually on delivery of the television or film program to the Company. The current portion of MGs are recorded as Accrued Liabilities.

Distribution and Marketing Expenses

Distribution and marketing expenses primarily include the costs of theatrical prints and advertising ("P&A") and subscription video-on-demand ("SVOD") expense and home entertainment expenses and marketing.

Theatrical P&A includes the costs of the theatrical prints delivered to theatrical exhibitors and the advertising and marketing cost associated with the theatrical release of the picture. SVOD expense represents the advertising and marketing cost associated with the SVOD release of the picture. Home entertainment expenses represents manufacturing costs associated with creating the physical products.

Operating Leases

The Company leases certain property through operating leases. Operating leaseright-of-use assets are recorded within Operating lease right-of use assets and the related liabilities are recorded within Accrued liabilities and Other liabilities on the Company's Combined Balance Sheets. The Company has no material finance leases.

Operating lease assets represent the Company's right to use the underlying asset for the lease term and lease liabilities represent an obligation to make lease payments according to the terms of the lease. Operating lease assets and liabilities are recognized at the inception of the lease agreement based on the estimated present value of lease payments over the lease term, using our incremental borrowing rate based on information available on the lease commencement date. The Company expenses non-lease components as incurred for real estate leases. Leases with an expected term of 12 months or less are not capitalized. Lease expense under such leases is recorded straight line over the life of the lease. For further details on the Company's operating leases, see Note 14.

Income Taxes

For purposes of the Combined Financial Statements, income tax expense and deferred tax balances have been computed as if the Company filed income tax returns on a separate return basis from Hasbro. As a carve-out entity, deferred taxes and effective tax rate may differ from those in the historical periods.

The Company uses the asset and liability approach for financial accounting and reporting of income taxes. Deferred income taxes reflect the net tax effect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Deferred taxes are measured using rates expected to apply to taxable income in years in which those temporary differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company recognizes deferred tax assets to the extent it believes that these assets are more likely than not to be realized. In making such a determination, all available positive and negative evidence is considered, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. The assumptions utilized in determining future taxable income require significant judgment and are consistent with the plans and estimates used to manage the underlying businesses. Actual operating results in future years could differ from current assumptions, judgments and estimates. A valuation allowance is recorded to reduce deferred tax assets to the net amount believed to be more likely than not to be realized. As of December 25, 2022, the valuation allowance of $267,106 thousand was primarily related to net operating losses. If it is determined that our deferred tax assets will be realizable in the future in excess of their net recorded amount, an adjustment would be made to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

The Company uses a two-step process for the measurement of uncertain tax positions that have been taken or are expected to be taken in a tax return. The first step is a determination of whether the tax position should be recognized in the Combined Financial Statements. The second step determines the measurement of the tax position. The Company records potential interest and penalties on uncertain tax positions as a component of income tax expense.

Foreign Currency Translation

Foreign currency assets and liabilities are translated into U.S. dollars at period-end exchange rates, and revenues, costs and expenses are translated at weighted average exchange rates during each reporting period. Net loss includes gains or losses resulting from foreign currency. Other gains and losses resulting from translation of financial statements are a component of other comprehensive earnings (loss).

Pension Plans, Postretirement and Postemployment Benefits

The Company has several plans covering certain groups of employees, which may provide benefits to such employees following their period of employment but prior to their retirement. The Company accrues the costs of these obligations in Other liabilities.

Risk Management Contracts

The Company uses foreign currency forward contracts to mitigate the impact of currency rate fluctuations on firmly committed and projected future foreign currency transactions. These over-the-counter contracts, which hedge television and film production costs and production financing as well as other cross-border currency requirements not denominated in the functional currency of the business unit, are primarily denominated in United States and Canadian dollars, Euros and British pound sterling. All contracts are entered into with a number of counterparties, all of which are major financial institutions. The Company believes that a default by a counterparty would not have a material adverse effect on the financial condition of the Company. The Company does not enter into derivative financial instruments for speculative purposes.

At the inception of the contracts, the Company designates its derivatives as cash flow hedges. The Company formally documents all relationships between hedging instruments and hedged items as well as its risk management objectives and strategies for undertaking various hedge transactions. All hedges designated as cash flow hedges are linked to forecasted transactions and the Company assesses, both at the inception of the hedge and on an on-going basis, the effectiveness of the derivatives used in hedging transactions in offsetting changes in the cash flows of the forecasted transaction.

The Company records all derivatives on the Combined Balance Sheets at fair value. Changes in the derivative fair values that are designated as cash flow hedges are deferred and recorded as a component of Accumulated Other Comprehensive Earnings (Loss) ("AOCE") until the hedged transactions occur and are then recognized in the Combined Statements of Operations. The Company's foreign currency contracts hedging anticipated cash flows are designated as cash flow hedges. When it is determined that a derivative is not highly effective as a hedge, the Company discontinues hedge accounting prospectively. Any gain or loss deferred through that date remains in AOCE until the forecasted transaction occurs, at which time it is reclassified to the Combined Statements of Operations. To the extent the transaction is no longer deemed probable of occurring, hedge accounting treatment is discontinued, and amounts deferred would be reclassified to the Combined

Statements of Operations. In the event hedge accounting requirements are not met, gains and losses on such instruments are included in the Combined Statements of Operations. The Company uses derivatives to economically hedge net balance sheet exposures in foreign currencies. The Company does not use hedge accounting for these contracts as changes in the fair value of these contracts are substantially offset by the remeasurement of the foreign currency denominated balances.

(3) Revenue Recognition

Contract Assets

In the ordinary course of business, the Entertainment One Film & TV Business enters into contracts to license their intellectual property, providing licensees right-to-use or access such intellectual property for use in the production and for use within content for distribution over streaming platforms and for television and film. The Company also licenses owned television and film content for distribution to third parties in formats that include broadcast, theatrical and digital streaming. Through these arrangements, the Company may receive advanced royalty payments from licensees, either in advance of a licensees' subsequent sales to customers or prior to the completion of the Company's performance obligation. The Company defers revenues on all licenses until the respective performance obligations are satisfied. The Company records the aggregate deferred revenues as contract liabilities, with the current portion recorded within Accrued liabilities and the long-term portion recorded as Other liabilities in the Company's Combined Balance Sheets. Certain multi-year license arrangements have payment terms over the license period that may differ from the timing of revenue recogntion resulting in the recording of contract assets. The Company records contract assets, primarily related to (1) minimum guarantees being recognized in advance of contractual invoicing, which are recognized ratably over the terms of the respective license periods, and (2) film and television distribution revenues recorded for content delivered, where payment will occur over the license term.

The Company's contract assets are classified within the following financial statement line items in the Combined Balance Sheets at December 25, 2022 and December 26, 2021 as follows:

(In thousands)	2022	2021
Prepaid expenses and other current assets	$ 319,045	$ 311,773
Other	109,607	49,710
Contract assets	**$ 428,652**	**$ 361,483**

Deferred Revenue

Deferred revenue relates primarily to customer cash advances or deposits received prior to when the Company satisfies the corresponding performance obligation. Revenues of $10,957 thousand were recognized during the year ended December 25, 2022.

Unsatisfied Performance Obligations

Unsatisfied performance obligations relate primarily to in-production television content to be delivered in the future under existing agreements with partnering content providers such as broadcasters, distributors, television networks and subscription video on demand services. As of December 25, 2022, unrecognized revenue attributable to unsatisfied performance obligations expected to be recognized in the future was $252,979 thousand. Of this amount, we expect to recognize approximately $205,854 thousand in 2023, $43,172 thousand in 2024, and $3,953 thousand in 2025. These amounts include only fixed consideration.

Accounts Receivable and Allowance for Credit Losses

The Company's balance for accounts receivable on the Combined Balance Sheets as of December 25, 2022 and December 26, 2021 are primarily from contracts with customers. The Company had no material expense for credit losses in the years ended December 25, 2022 or December 26, 2021.

Disaggregation of revenues

The Company disaggregates its revenues from contracts with customers by category: Home Video and Digital, Broadcast and Licensing and Production and Other. Information by major revenue stream and a reconciliation to reported amounts are as follows:

(In thousands)	2022	2021
Home Video, Digital and Theatrical	$ 31,803	$ 46,714
Broadcast and Licensing	242,526	266,965
Production and Other	553,482	607,364
Total revenues	**$ 827,811**	**$ 921,043**

See further discussion of the Company's revenue recognition policy in Note 2.

(4) Other Comprehensive Loss

Components of other comprehensive loss are presented within the Combined Statements of Comprehensive Loss. The following table presents the related tax effects on changes in other comprehensive loss for each of the two fiscal years ended December 25, 2022 and December 26, 2021.

(In thousands)	2022	2021
Other comprehensive earnings (loss), tax effect:		
Tax expense on cash flow hedging activities	$(420)	$(616)
Tax (expense) benefit on foreign currency translation amounts	—	—
Reclassifications to earnings, tax effect:		
Tax expense on net losses on cash flow hedging activities	404	203
Total tax effect on other comprehensive loss attributable to Entertainment One Film and Television Business Film and Television	**$ (16)**	**$(413)**

Changes in the components of accumulated other comprehensive loss, net of tax for each of the two fiscal years ended December 25, 2022 and December 26, 2021 are as follows:

(In thousands)	Gains (Losses) on Derivative Instruments	Foreign Currency Translation Adjustments	Total Accumulated Other Comprehensive Earnings (Loss)
2022			
Balance at December 26, 2021	**$ 1,886**	**$ 3,392**	**$ 5,278**
Current period other comprehensive earnings (loss)	1,535	(33,066)	(31,531)
Reclassifications from AOCE to earnings	(2,124)	—	(2,124)
Balance at December 25, 2022	**$ 1,297**	**$ (29,674)**	**$ (28,377)**
2021			
Balance at December 27, 2020	**$ (611)**	**$ (2,833)**	**$ (3,444)**
Current period other comprehensive earnings	3,564	6,225	9,789
Reclassifications from AOCE to earnings	(1,067)	—	(1,067)
Balance at December 26, 2021	**$ 1,886**	**$ 3,392**	**$ 5,278**

Gains (Losses) on Derivative Instruments

At December 25, 2022, the Company had remaining net deferred gains on foreign currency forward contracts, net of tax, of $1,297 thousand in AOCE. These instruments hedge payments related to television and movie production costs paid in 2022 or expected to be paid in 2023 or 2024. These amounts will be reclassified into the Combined Statements of Operations upon recognition of the related costs.

The Company expects net deferred gains included in AOCE at December 25, 2022 to be reclassified to the Combined Statements of Operations within the next 12 months. However, the amount ultimately realized in earnings is dependent on the fair value of the hedging instruments on the settlement dates.

See Note 15 for additional discussion on reclassifications from AOCE to earnings.

(5) Property, Plant and Equipment

(In thousands)	2022	2021
Computer software and hardware	$ 27,802	$ 16,969
Furniture and fixtures	2,466	9,434
Leasehold improvements	16,108	16,035
Less accumulated depreciation	(17,680)	(11,359)
Total property, plant and equipment, net	**$ 28,696**	**$ 31,079**

Expenditures for maintenance and repairs which do not materially extend the life of the assets are charged to operations as incurred. In 2022 and 2021 the Company recorded $7,028 thousand and $6,808 thousand, respectively, of depreciation expense.

See Note 14 for additional discussion on right of use assets.

(6) Goodwill and Other Intangible Assets

Goodwill

The Company's goodwill was derived from Hasbro's acquisition in 2019 where the purchase price exceeded the fair value of the net assets acquired. After the allocation of fair values associated with the Acquisition was completed, the Company's goodwill was approximately $231,000 thousand. The carrying amount of goodwill did not change during the reporting period. The Company performs an annual impairment assessment on goodwill. This annual impairment assessment is performed in the fourth quarter of the Company's fiscal year. In addition, if an event occurs or circumstances change that indicate that the carrying value may not be recoverable, the Company will perform an interim impairment test at that time.

During the fourth quarters of 2022 and 2021, the Company performed a qualitative goodwill assessment. Based on the qualitative assessments, the Company determined it was not more likely than not that the carrying value exceeded the fair value of the reporting unit and as a result, the Company concluded it was not necessary to perform a quantitative test for impairment of goodwill.

Accordingly, no goodwill impairment was recorded for each of the years ended December 25, 2022 and December 26, 2021.

Other Intangible Assets, Net

The following table represents a summary of the Company's other intangible assets, net at December 25, 2022 and December 26, 2021:

(In thousands)	2022	2021
Exclusive content agreements and libraries	$ 89,481	$ 95,510
Trade name	85,000	85,000
Accumulated amortization	(55,486)	(38,670)
Total other intangibles assets, net	**$118,995**	**$141,840**

The Company's other intangible assets are amortized straight line over their remaining useful lives, and accumulated amortization of these other intangibles is reflected in other intangible assets, net in the accompanying Combined Balance Sheets.

Intangible assets are reviewed for indications of impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable.

The Company will continue to incur amortization expense related to its exclusive content agreements and libraries and trade name. The Company currently estimates amortization expense related to the above intangible

assets to be $19,311 thousand for each of the next four years ended 2023 through 2026, with the exclusive content agreements and libraries fully amortizing in the year ended December 2026. Expected amortization expense related to the trade name will be $5,667 thousand in 2027.

(7) Investments in Productions and Investments in Acquired Content Rights

Investments in productions and investments in acquired content rights are predominantly monetized on atitle-by-title basis and are recorded within other assets in the Company's Combined Balance Sheets, to the extent they are considered recoverable against future revenues. These amounts are being amortized to program cost amortization using a model that reflects the consumption of the asset as it is released through various channels including broadcast licenses, theatrical release and home entertainment. Amounts capitalized are reviewed periodically on an individual film basis and any portion of the unamortized amount that appears not to be recoverable from future net revenues is expensed as part of program cost amortization during the period the loss becomes evident.

Programming costs consist of the following at December 25, 2022 and December 26, 2021:

(In thousands)	2022	2021
Investment in Films and Television Programs:		
Individual monetization		
Released, net of amortization	$ 489,756	$ 446,392
Completed and not released	78,644	25,450
In production	21,915	50,755
Pre-production	103,687	73,788
Total program investments	**$ 694,002**	**$ 596,385**

The Company recorded $492,474 thousand of program cost amortization related to released programming during 2022, consisting of the following:

(In thousands)	Investment in Production	Investment in Content	Total
Program cost amortization	$ 431,996	$ 60,478	$492,474

Based on management's total revenue estimates at December 25, 2022, the Company's expected future amortization expenses for capitalized programming costs over the next three years are as follows:

(In thousands)	2023	2024	2025
Estimated Future Amortization Expense:			
Individual monetization			
Released	$(109,119)	$(67,227)	$(58,166)
Completed and not released	(42,310)	N/A	N/A
Total	**$(151,429)**	**$(67,227)**	**$(58,166)**

In the normal course of its business, the Company also enters into contracts related to obtaining right of first refusal ("first look deals") to purchase, distribute, or license certain entertainment projects or content. See Note 17 for more information on the Company's expected future payments for first look deals.

(8) Accrued Liabilities

Components of accrued liabilities for the fiscal years ended on December 25, 2022 and December 26, 2021 are as follows:

(In thousands)	2022	2021
Accrued expenses IIP & IIC	$ 78,923	$ 72,827
Severance	21,131	2,688
Payroll	20,793	34,300
Current lease liability	8,155	9,306
Accrued taxes	20,089	—
Other	58,161	53,819
Total accrued liabilities	**$ 207,252**	**$ 172,940**

(9) Production Financing

Production Financing

The Company uses production financing to fund certain of its television and film productions which are arranged on an individual production basis by either special purpose production subsidiaries, each secured by the assets and future revenues of such production subsidiaries, which are non-recourse to the Company's assets, or through a senior revolving credit facility obtained in November 2021, dedicated to production financing.

Interest is charged at bank prime rate plus a margin based on the risk of the respective production. The weighted average interest rate on all production financing as of December 25, 2022 was 3.3%.

The Company's senior revolving film and television production credit facility (the "RPCF") with MUFG Union Bank, N.A., as administrative agent and lender and certain other financial institutions, as lenders thereto (the "Revolving Production Financing Agreement") provides the Company with commitments having a maximum aggregate principal amount of $250 thousand. The Revolving Production Financing Agreement also provides the Company with the option to request a commitment increase up to an aggregate additional amount of $150 thousand subject to agreement of the lenders. The Revolving Production Financing Agreement extends through November 22, 2024. The Company uses the RPCF to fund certain of the Company's original film and TV production costs. Borrowings under the RPCF are non-recourse to the Company's assets.

The Company has U.S. dollar production credit facilities and Canadian dollar and U.S. dollar production loans with various banks. For all periods presented, the carrying value approximated fair value. The carrying amounts of each component of Production Financing were as follows:

(In thousands)	Production Loans	Credit Facilities	Total Production Financing
As of December 25, 2022	$ 53,198	$141,583	$ 194,781

The following table represents the movements in production financing during 2022:

(In thousands)	**Production Financing**
Balance at December 26, 2021	$ 170,053
Drawdown	257,884
Repayments	(230,974)
Foreign exchange differences	(2,182)
Balance at December 25, 2022	**$ 194,781**

The Company expects to repay all of its outstanding production financing loans in 2023.

(10) Income Taxes

The components of earnings (loss) before income taxes, determined by tax jurisdiction, are as follows:

(In thousands)	**2022**	**2021**
United States	$(25,855)	$ 17,656
International	18,532	(27,928)
Total loss before income taxes	**$ (7,323)**	**$ (10,272)**

Income tax expense (benefit) attributable to loss before income taxes are:

(In thousands)	**2022**	**2021**
Current		
United States	$ —	$ —
State and local	526	802
International	9,634	(778)
	10,160	**24**
Deferred		
United States	—	—
State and local	—	—
International	2,578	1,445
	2,578	**1,445**
Total income taxes	**$12,738**	**$1,469**

A reconciliation of the statutory United States federal income tax rate to the Company's effective income tax rate is as follows:

(In thousands)	2022	2021
Statutory income tax rate	$ (1,538)	$ (2,157)
State and local income taxes, net	(1,203)	650
Tax on international earnings	(1,269)	(297)
Change in valuation allowance	23,579	11,041
Deferred tax rate change	(848)	5,748
Loss on disposition of business	(1,514)	—
Uncertain tax positions	380	(6,393)
Partnership interest	(420)	(420)
Provision to return adjustments	(4,707)	(6,029)
Other permanent adjustments	278	(674)
	$12,738	$ 1,469

The components of deferred income tax expense (benefit) arise from various temporary differences and relate to items included in the Combined Statements of Operations as well as items recognized in other comprehensive earnings. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 25, 2022 and December 26, 2021 are:

(In thousands)	2022	2021
Deferred Tax Assets		
Interest carryforward	$ 10,050	7,920
Lease liability	16,663	8,902
Depreciation and amortization of long-lived assets	24,039	6,283
Other compensation	6,571	1,016
Loss and credit carryforwards	232,437	249,644
Other	8,504	12,032
Gross deferred tax asset	298,264	285,797
Deferred Tax Liabilities		
Right of use asset	16,277	8,834
Depreciation and amortization of long-lived assets	26,260	31,160
Other	5,038	7,475
Gross deferred tax liabilities	47,575	47,469
Valuation allowance	(267,106)	(253,797)
Net deferred income taxes	$ (16,417)	$ (15,469)

The most significant amount of the loss and credit carryforwards relate to tax attributes of the acquired eOne entities that historically operated at losses in certain jurisdictions. At December 25, 2022, the Company has loss and credit carry forwards of $232,437 thousand, which is a decrease of $17,208 thousand from $249,644 thousand at December 26, 2021. Loss and credit carryforwards as of December 25, 2022 relate primarily to the

U.S. and Canada. The Canadian loss carry forwards expire at various dates from 2031 to 2042. Some U.S. federal, state and international loss and credit carryforwards expire at various dates throughout 2023 while others have an indefinite carryforward period.

The recoverability of these future tax deductions and credits is evaluated by assessing the adequacy of future expected taxable income from all sources, including taxable income in prior carryback years, reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. To the extent the Company does not consider it more likely than not that a deferred tax asset will be recovered, a valuation allowance is generally established. To the extent that a valuation allowance was established and it is subsequently determined that it is more likely than not that the deferred tax assets will be recovered, the change in the valuation allowance is recognized in the Combined Statements of Operations.

The Company has a valuation allowance for certain net deferred tax assets at December 25, 2022 of $267,106 thousand, which is an increase of $13,309 thousand from $253,797 thousand at December 26, 2021. The valuation allowance pertains to certain U.S. state and international loss and credit carryforwards, some of which have no expiration and others that expire beginning in 2023, and other net deferred tax assets. The increase in the valuation allowance is primarily due to increases in certain net deferred tax assets with no corresponding tax benefit.

At December 25, 2022 and December 26, 2021, the Company’s net deferred income taxes are recorded in the Combined Balance Sheets as follows:

(In thousands)	2022	2021
Other assets	$ —	$ —
Other liabilities	(16,417)	(15,469)
Net deferred income taxes	$(16,417)	$(15,469)

A reconciliation of unrecognized tax benefits, excluding potential interest and penalties, for the fiscal years ended December 25, 2022, and December 26, 2021 is as follows:

(In thousands)	2022	2021
Balance at beginning of year	$23,850	$31,535
Gross increase in prior period tax positions	—	—
Gross decrease in prior period tax positions	(2,137)	(2,137)
Gross increase in current period tax positions	—	—
Decrease related to settlements with tax authorities	(143)	(5,548)
Decreases from the expiration of statute of limitations	$21,570	$23,850

Some of the unrecognized tax benefits as of December 25, 2022, and December 26, 2021 were recorded within Other liabilities in the Company’s Combined Balance Sheets, and some of the unrecognized tax benefits are netted within the Deferred tax assets, which may include a valuation allowance against the assets. If recognized, these tax benefits would have affected our income tax provision for fiscal years 2022, and 2021 by approximately $5,000 thousand and $5,000 thousand, respectively.

(11) Fair Value of Financial Instruments

The Company measures certain financial instruments at fair value. The fair value hierarchy consists of three levels: Level 1 fair values are based on quoted market prices in active markets for identical assets or liabilities that the entity has the ability to access; Level 2 fair values are those based on quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and Level 3 fair values are based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. There have been no transfers between levels within the fair value hierarchy.

Accounting standards permit entities to measure many financial instruments and certain other items at fair value and establish presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar assets and liabilities.

At December 25, 2022 and December 26, 2021, the Company had the following assets and liabilities measured using Level 2 fair value indicators in its Combined Balance Sheets:

(In thousands)	Fair Value
December 25, 2022	
Assets:	
Derivatives	$ 6,744
Total assets	**$ 6,744**
Liabilities:	
Derivatives	$ 2,266
Total liabilities	**$ 2,266**
December 26, 2021	
Assets:	
Derivatives	$ 4,294
Total assets	**$ 4,294**
Liabilities:	
Derivatives	$ 1,613
Total liabilities	**$ 1,613**

The Company's derivatives consist of foreign currency forward contracts. The Company uses current forward rates of the respective foreign currencies to measure the fair value of these contracts.

(12) Stock Options and Other Stock Awards

Hasbro has share-based compensation plans under which it grants restricted stock units (RSUs) and performance share units (PSUs) to certain management level employees. In addition, employees and non-employee directors of the Company may be granted options to purchase shares of Hasbro's common stock at the fair market value at the time of grant.

For the periods presented, the Company has recorded share-based compensation expense directly attributable to employees in the Entertainment One Film and Television Business. Total allocated share-based

compensation expense and the associated income tax benefits recognized by the Company within General and Administration in the Combined Statement of Operations are as follows:

(In thousands)	2022	2021
Share-based compensation expense	$4,506	$3,735
Income tax benefits	(128)	(106)
Total share-based compensation expense after income taxes	$4,378	$3,629

(13) Pension, Postretirement and Postemployment Benefits

Pension and Postretirement Benefits

Expenses related to the Company's defined contribution plans for 2022 and 2021 were approximately $1,305 thousand and $1,346 thousand, respectively.

Postemployment Benefits

Hasbro has several plans covering certain groups of employees, which may provide benefits to such employees following their period of active employment but prior to their retirement. These plans include certain severance plans which provide benefits to employees involuntarily terminated and certain plans which continue Hasbro's health and life insurance contributions for employees who have left Hasbro's employ under terms of its long-term disability plan. For the periods presented, the Company has recorded postemployment benefits expense directly attributable to employees in the Entertainment One Film and Television Business.

(14) Leases

The Company occupies offices under various operating lease arrangements. The Company has no finance leases. The leases have remaining terms of 1 to 7 years, some of which include options to extend lease terms or options to terminate current lease terms at certain times, subject to notice requirements set out in the lease agreement. Payments under certain of the lease agreements may be subject to adjustment based on a consumer price index or other inflationary indices. The lease liability for such lease agreements as of the adoption date, was based on fixed payments as of the adoption date. Any adjustments to these payments based on the related indices will be recorded to expense as incurred. Leases with an expected term of 12 months or less are not capitalized. Lease expense under such leases is recorded straight line over the life of the lease. The Company expenses non-lease components as incurred for real estate leases.

The rent expense under such arrangements and similar arrangements that do not qualify as leases under ASU2016-02, net of sublease income amounted to $13,679 thousand and $15,303 thousand, respectively, for each of the years ended December 25, 2022 and December 26, 2021, and was not material to the Company's financial statements nor were expenses related to short term leases (expected term less than twelve months) or variable lease payments during those same periods.

All leases expire prior to 2030. Real estate taxes, insurance and maintenance expenses are generally obligations of the Company. Operating leases often contain renewal options. In those locations in which the Company continues to operate, management expects that, in the normal course of business, leases that expire will be renewed or replaced by leases on other properties.

Information related to the Company's leases for the years ended December 25, 2022 and December 26, 2021 is as follows:

(In thousands)	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 10,100	$ 10,479
Right-of-use assets obtained in exchange for lease:		
Operating leases net of lease modifications	38,233	48,531
Weighted Average Remaining Lease Term:		
Operating leases	5.4 years	6.1 years
Weighted Average Discount Rate:		
Operating leases	1.7%	1.7%

The following is a reconciliation of future undiscounted cash flows to the operating liabilities, and the related right of use assets, included in our Combined Balance Sheets as of December 25, 2022:

(In thousands)	Year Ended December 25, 2022
2023	$ 8,991
2024	7,671
2025	7,739
2026	5,524
2027	5,203
2028 and thereafter	5,963
Total future lease payments	41,091
Less imputed interest	1,924
Present value of future operating lease payments	39,167
Less current portion of operating lease liabilities (1)	8,155
Non-current operating lease liability (2)	31,012
Operating lease right-of-use assets, net (3)	$ 38,233

(1) Included in Accrued liabilities on the Combined Balance Sheets
(2) Included in Other liabilities on the Combined Balance Sheets
(3) Included in Operating lease right-of-use assets on the Combined Balance Sheets

(15) Derivative Financial Instruments

The Company uses foreign currency forward and option contracts to mitigate the impact of currency rate fluctuations on firmly committed and projected future foreign currency transactions. These over-the-counter contracts, which hedge future currency requirements related to television and film production cost and production financing facilities (see Note 9 as well as other cross-border transactions not denominated in the functional currency of the business unit), are primarily denominated in United States and Canadian Dollars,

Pound Sterling and Euros. All contracts are entered into with a number of counterparties, all of which are major financial institutions. The Company believes that a default by a single counterparty would not have a material adverse effect on the financial condition of the Company. The Company does not enter into derivative financial instruments for speculative purposes.

Cash Flow Hedges

All the Company's designated foreign currency forward contracts are considered to be cash flow hedges. These instruments hedge a portion of the Company's currency requirements associated with certain production financing loans and other cross-border transactions, primarily in years 2023 and to a lesser extent, 2024.

At December 25, 2022 and December 26, 2021, the notional amounts and fair values of the Company's foreign currency forward and option contracts designated as cash flow hedging instruments were as follows:

	2022		2021	
(In thousands)	Notional Amount	Fair Value	Notional Amount	Fair Value
Hedged Transaction				
Foreign currency denominated expense	78,298	1,706	166,225	2,222

The fair values of the Company's foreign currency forward contracts designated as cash flow hedges are recorded in the Combined Balance Sheets at December 25, 2022 and December 26, 2021 as follows:

(In thousands)	2022	2021
Prepaid expenses and other current assets		
Unrealized gains	$2,051	$2,739
Unrealized losses	—	—
Net unrealized gains	**$2,051**	**$2,739**
Accrued liabilities		
Unrealized gains	$ —	$ —
Unrealized losses	(292)	(517)
Net unrealized losses	**$ (292)**	**$ (517)**

Net gains on cash flow hedging activities have been reclassified from other comprehensive loss to net earnings for the years ended December 25, 2022 and December 26, 2021 as follows:

(In thousands)	2022	2021
Combined Statements of Operations Classification		
Other income, net	2,124	(1,067)
Net realized gains	**$2,124**	**$(1,067)**

Undesignated Hedges

To manage transactional exposure to fair value movements on certain monetary assets and liabilities denominated in foreign currencies, the Company has implemented a balance sheet hedging program. The Company does not use hedge accounting for these contracts as changes in the fair values of these contracts are offset by changes in the fair value of the balance sheet items. As of December 25, 2022 and December 26, 2021, the total notional amounts of the Company's undesignated derivative instruments were $296,474 thousand and $505,414 thousand, respectively.

At December 25, 2022 and December 26, 2021, the fair values of the Company's undesignated derivative financial instruments are recorded in the Combined Balance Sheets as follows:

(In thousands)	2022	2021
Prepaid expenses and other current assets		
Unrealized gains	$ 4,693	$ 1,555
Unrealized losses	—	—
Net unrealized gains	**4,693**	**1,555**
Accrued liabilities		
Unrealized gains	—	—
Unrealized losses	(1,974)	(1,096)
Net unrealized losses	(1,974)	(1,096)
Total unrealized (losses) gains, net	**$ 2,719**	**$ 459**

The Company recorded net gains (losses) of $2,766 thousand and $(1,427) thousand on these instruments to other (income) expense, net for 2022 and 2021, respectively, relating to the change in fair value of such derivatives, substantially offsetting gains and losses from the change in fair value of the items to which the instruments relate.

For additional information related to the Company's derivative financial instruments see Notes 4 and 11.

(16) Restructuring Actions

During 2020, the Company took certain integration actions related to the acquisition of eOne by Hasbro in 2019.

During 2022, in support of Blueprint 2.0, the Parent announced an Operational Excellence program which the Company took certain restructuring actions, including global workforce reductions, resulting in severance and other employee charges of $23,846 thousand recorded in General and Administration.

The detail of activity related to the Company's programs as of December 25, 2022 is as follows:

	Integration Program	Operational Excellence Program
Remaining amounts to be paid as of December 27, 2020	$ 11,121	$ —
Payments made in 2021	(8,542)	—
Remaining amounts to be paid as of December 26, 2021	2,579	—
2022 restructuring charges	—	23,846
Payments made in 2022	(1,616)	(3,678)
Remaining amounts to be paid as of December 25, 2022	**$ 963**	**$ 20,168**

(17) Commitments and Contingencies

The Company enters into license agreements with strategic partners for the use of intellectual properties in its content. Certain of these agreements contain provisions for the payment of guaranteed or minimum royalty amounts. In addition, the Company enters into contractual commitments to obtain film and television content distribution rights and minimum guarantee commitments related to the purchase of film and television rights for content to be delivered in the future. Under terms of existing agreements as of December 25, 2022, the Company may, provided the other party meets their contractual commitment, be required to pay amounts as follows: 2023: $24,609 thousand; 2024: $1,545 thousand.

The Company enters into contracts with certain partners which among other things, provide the Company with the right of first refusal to purchase, distribute, or license certain entertainment projects or content. At December 25, 2022, the Company estimates that it may be obligated to pay $16,792 thousand and $3,638 thousand, in 2023 and 2024, respectively, related to such agreements.

The Company is party to certain legal proceedings, as well as certain asserted and unasserted claims. Amounts accrued, as well as the total amount of reasonably possible losses with respect to such matters, individually and in the aggregate, are not deemed to be material to the Combined Financial Statements.

See Note 14 for additional information on the Company's future lease payment commitments. See Note 9 for additional information on the Company's long-term debt and production financing repayments.

(18) Related Parties

The Company has not historically operated as a standalone business and the Combined Financial Statements are derived from the Consolidated Financial Statements and accounting records of Hasbro. The following disclosure summarizes activity between the Company and Hasbro. The Company historically settles intercompany transaction between entities and will net settle intercompany transactions to parent equity prior to close.

Cost Allocations from Hasbro

Hasbro provides certain services including treasury, tax and legal functions to the Company. The Combined Financial Statements reflect an allocation of these costs. See Note 1 for a discussion of these costs and the methodology used to allocate them.

These allocations are reflected in the Combined Statement of Operations as follows:

(In thousands)	2022	2021
General and administration expenses	$1,008	$261

Management believes these cost allocations are a reasonable reflection of the utilization of services provided to, or the benefit derived by, the Company during the periods presented. The allocations may not, however, be indicative of the actual expenses that would have been incurred had the Company operated as a standalone public company. Actual costs that may have been incurred if the Company had been a standalone public company would depend on a number of factors, including the chosen organizational structure, whether the functions were outsourced or performed by Company's employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

Net Parent Investment

"Net parent investment" represents Hasbro's interest in the net assets of the Company. The net parent investment balance represents the cumulative net investment by Hasbro in the Company through the periods presented, including any prior net earnings (loss) or comprehensive earnings (loss) attributed to the Company. Certain transactions between the Company and other related parties, including allocated expenses, are also included in and reflected as a change in the Company's net parent investment in the Combined Balance Sheets.

(In thousands)	2022	2021
Net Parent Investment		
Corporate allocations	1,008	261
Share-based compensation funded by Parent	4,506	3,735
Net increase in Net Parent Investment	**$5,514**	**$3,996**

Related Party Distribution Arrangements

In the ordinary course of business, the Company distributes Hasbro IP-related content through various physical and digital distribution arrangements. Expenses related to these related party distribution arrangements may not be indicative of the actual expenses the Company would have incurred as a separate, stand-alone company or of the costs the Company will incur in the future.

Expenses related to these arrangements were $3,656 thousand and $5,625 thousand in the Combined Statement of Operations for the years ended December 25, 2022 and December 26, 2021, respectively.

(19) Subsequent Events

The Company has performed an evaluation of subsequent events through January 17, 2024, which is the which is the date the financial statements were available to be issued.

During the second quarter of 2023, the Company determined that a triggering event occurred following a downward revision of the Company's financial forecast, driven by challenging industry conditions that included the strike by the Writers Guild of America. As a result, the Company performed a quantitative impairment test and determined that the goodwill related to the Film and TV business was impaired. During the second quarter of 2023, the Company recorded pre-tax non-cash impairment charges of $296,167 thousand as the carrying value of the goodwill exceeded its expected fair value, as determined using a discounted cash flow model which is primarily based on management's future revenue and cost estimates. These impairment charges consisted of a $231,000 thousand goodwill impairment charge associated with goodwill assigned to the Film and TV business, recorded within Impairment of Goodwill and a $65,167 thousand intangible asset impairment charge related to the Company's definite-lived intangible eOne Trade Name. These charges are recorded in General and Administration costs, within the Combined Statements of Operations for the quarter and six months ended July 2, 2023.

On December 27, 2023, Hasbro completed the sale of all of the issued and outstanding equity interests of the eOne Film and Television business to Lionsgate. See Footnote 1 for additional information on the Transaction.

Exhibit 99.2

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)
Condensed Combined Financial Statements
For the Nine Months Ended October 1, 2023 and September 25, 2022
(Unaudited)

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Condensed Combined Balance Sheets
October 1, 2023 and December 25, 2022
(Thousands of Dollars)

	October 1, 2023	December 25, 2022
ASSETS		
Current assets		
Cash and cash equivalents, including restricted cash of $4,133 in 2023 and $13,600 in 2022	$ 71,022	$ 91,077
Accounts receivable, less allowance for credit losses of $1,398 in 2023 and $2,266 in 2022	85,186	157,749
Inventories	2,730	2,974
Prepaid expenses and other current assets	410,374	423,456
Total current assets	**569,312**	**675,256**
Operating lease right-of-use assets	29,233	38,233
Property, plant and equipment, net	22,273	28,696
Investment in productions and investments in acquired content rights	731,855	694,002
Goodwill	—	231,000
Other intangibles, net	42,402	118,995
Other	113,029	115,091
Total assets	**$1,508,104**	**$ 1,901,273**
LIABILITIES, NONCONTROLLING INTERESTS AND PARENT EQUITY		
Current liabilities		
Production financing	$ 150,096	$ 194,781
Accounts payable	22,631	29,833
Deferred revenue	26,484	22,991
Accrued participation and residuals	229,823	267,037
Accrued liabilities	136,727	207,252
Total current liabilities	**565,761**	**721,894**
Long-term operating lease liabilities	25,643	31,012
Deferred revenue	1,098	714
Other liabilities	13,785	32,175
Total liabilities	**606,287**	**785,795**
Commitments and contingencies (Note 14)		
Redeemable noncontrolling interests	—	—
Parent equity		
Net parent investment	929,651	1,143,855
Accumulated other comprehensive loss	(27,834)	(28,377)
Total parent equity	**901,817**	**1,115,478**
Total liabilities, noncontrolling interests and parent equity	**$1,508,104**	**$ 1,901,273**

See accompanying notes to Condensed Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Condensed Combined Statements of Operations
For the Nine Months Ended October 1, 2023 and September 25, 2022
(Thousands of Dollars)

	2023	2022
Net revenues	**$ 419,325**	**$ 518,174**
Costs and expenses:		
Direct operating	320,545	394,479
Distribution and marketing	28,384	12,548
General and administration	87,555	98,221
Depreciation and amortization	18,476	19,584
Impairment of goodwill and trade name	296,167	—
Total costs and expenses	**751,127**	**524,832**
Operating loss	**(331,802)**	**(6,658)**
Interest expense	29,389	7,261
Interest income	(5,481)	(1,951)
Other expense, net	2,759	311
Loss before income taxes	**$ (358,469)**	**$ (12,279)**
Income tax provision (benefit)	(38,349)	11,237
Net loss	**(320,120)**	**(23,516)**
Less: Net earnings attributable to noncontrolling interests	—	576
Net loss attributable to Entertainment One Film and Television Business	**$ (320,120)**	**$ (24,092)**

See accompanying notes to Condensed Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Condensed Combined Statements of Comprehensive Loss
For the Nine Months Ended October 1, 2023 and September 25, 2022
(Thousands of Dollars)

	2023	2022
Net loss	**$ (320,120)**	**$ (23,516)**
Other comprehensive earnings (loss):		
Foreign currency translation adjustments, net of tax	1,894	(37,978)
Net gains on cash flow hedging activities, net of tax	408	8,083
Reclassifications to earnings, net of tax:		
Net losses on cash flow hedging activities	(1,759)	(1,186)
Other comprehensive earnings (loss), net of tax	**543**	**(31,081)**
Total comprehensive loss, net of tax	**(319,577)**	**(54,597)**
Total comprehensive earnings attributable to noncontrolling interests	—	576
Total comprehensive loss attributable to Entertainment One Film and Television Business	**$ (319,577)**	**$ (55,173)**

See accompanying notes to Condensed Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Condensed Combined Statements of Cash Flows
For the Nine Months Ended October 1, 2023 and September 25, 2022
(Thousands of Dollars)

	2023	2022
Cash flows from operating activities:		
Net loss	$(320,120)	$ (23,516)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation of property, plant and equipment	6,815	5,293
Amortization of intangible assets	11,661	14,291
Program cost amortization	249,848	318,966
Share-based compensation funded by Parent	8,223	3,019
Non-cash lease expense	9,049	6,560
Deferred income taxes	(41,902)	(38)
Impairment of goodwill and trade name	296,167	—
Other non-cash items	(1,351)	6,897
Changes in assets and liabilities:		
Decrease in accounts receivable	47,262	4,799
Decrease (increase) in inventories	245	(290)
Decrease in prepaid expenses and other current assets	27,817	4,221
Program spend	(304,052)	(453,483)
Increase (decrease) in accounts payable	(7,503)	10,071
Increase (decrease) in accrued liabilities	(41,829)	39,422
Decrease in accrued participation and residuals	(37,829)	(11,922)
Increase in deferred revenue	3,845	14,438
Decrease in Other noncurrent liabilities	(7,357)	(1,279)
Decrease (increase) in Other noncurrent assets	27,347	(41,186)
Net cash used in operating activities	**(73,664)**	**(103,737)**
Investing activities:		
Additions to Property, plant and equipment	(478)	(4,972)
Net cash used in investing activities	**(478)**	**(4,972)**
Financing activities:		
Buyout of redeemable noncontrolling interest	—	(18,500)
Distributions to noncontrolling interests	—	(1,900)
Net proceeds from borrowings	117,944	204,032
Repayments of borrowings	(162,029)	(188,752)
Financing transactions with Parent, net	97,445	79,895
Net cash provided by financing activities	**53,360**	**74,775**
Effect of exchange rate changes on cash and cash equivalents	727	(980)
Change in cash and cash equivalents and restricted cash	**(20,055)**	**(34,914)**
Cash, cash equivalents and restricted cash at beginning of period	91,077	132,880
Cash, cash equivalents and restricted cash at end of period	**$ 71,022**	**$ 97,966**
Supplemental information		
Income taxes paid	$ (8,948)	$ (2,824)
Interest paid	$ (9,626)	$ (202)

See accompanying notes to Condensed Combined Financial Statements.

Entertainment One Film and Television Business
(A Business of Hasbro, Inc.)

Condensed Combined Statements of Parent Equity and Redeemable Non-Controlling Interest
For the Nine Months Ended October 1, 2023 and September 25, 2022
(Thousands of Dollars)

	2023	2022
Net Parent Investment		
Balance at the beginning of the period	**$ 1,143,855**	**$ 1,028,975**
Net loss attributable to Entertainment One Film and Television Business	(320,120)	(24,092)
Share-based compensation funded by Parent	8,223	3,019
Net contributions from Parent	97,693	86,737
Balance at the end of the period	**$ 929,651**	**$ 1,094,639**
Accumulated Other Comprehensive Earnings (Loss), net of tax		
Balance at the beginning of the period	**$ (28,377)**	**$ 5,278**
Other comprehensive earnings (loss)	543	(31,081)
Balance at the end of the period	**(27,834)**	**(25,803)**
Total Parent Equity	**$ 901,817**	**$ 1,068,836**
Redeemable Non-Controlling Interest		
Balance at the beginning of the period	**$ —**	**$ 23,938**
Distributions paid to noncontrolling owners and other foreign exchange	—	(1,500)
Buyout of redeemable noncontrolling interest	—	(23,014)
Net earnings attributable to noncontrolling interests	—	576
Balance at the end of the period	**$ —**	**$ —**

See accompanying notes to Condensed Combined Financial Statements.

(1) Description of Business and Basis of Presentation

Description of Business

The accompanying Condensed Combined Financial Statements include the accounts of operations that comprise the Entertainment One ("eOne") Film and Television operations of Hasbro, Inc. ("Hasbro" or the "Parent") (the "Company"). The eOne Film and Television business produces scripted and unscripted television and motion pictures with global distribution and an extensive film and television library. To the extent that an asset, liability, revenue, or expense is directly associated with the Company, it is reflected in the accompanying Condensed Combined Financial Statements.

On August 3, 2023, Hasbro and certain of its wholly and majority owned subsidiaries entered into a definitive agreement (the "Purchase Agreement") to sell the Company's film and television business to Lionsgate (the "Purchaser" or "Lionsgate") for approximately $500,000 thousand (the "Transaction"). Upon consummation of the Transaction, the historical operations of the Company will be transferred to the Purchaser, and Hasbro and the Purchaser will enter into various commercial agreements designed to continue to serve their respective customers. The sale will include employees, a content library of nearly 6,500 titles, active productions for non-Hasbro owned IP and the eOne unscripted business, which will include rights for certain Hasbro-based shows.

The business does not include Hasbro's Allspark operations, nor any active productions for Hasbro-owned IP such as Dungeons & Dragons. Consequently, these assets are not included in the accompanying Condensed Combined Financial Statements of the Company.

The accompanying Condensed Combined Financial Statements reflect the pushdown of acquisition accounting for the assets and liabilities which were directly attributable to the Company, and which existed as of the Lionsgate acquisition.

Basis Of Presentation

The Condensed Combined Financial Statements represent the operations of the Company and have been prepared on a"carve-out" basis. The Condensed Combined Financial Statements have been derived from Hasbro's Consolidated Financial Statements and accounting records, and reflect the Condensed Combined Statements of Operations, Statements of Comprehensive Earnings, Balance Sheets, Cash Flows and Equity in accordance with accounting principles generally accepted in the United States ("GAAP").

Hasbro provides certain corporate functions to the Company and costs associated with these provided services have been allocated to the Company. These allocations include treasury functions, tax services and employment legal functions. The costs of such services have been allocated to the Company based on an allocation metric which best represents the Company's portion of corporate expenses incurred, primarily using the relative percentage of operating income. Management believes such allocations to be reasonable; however, they may not be indicative of the actual expenses that would have been incurred had the Company been operating as an independent company for the period presented. The cost allocations for these items are included in in "General and administration" in the Condensed Combined Statement of Operations. The total amounts of these cost allocations were approximately $299 thousand and $100 thousand for the nine months ended October 1, 2023 and September 25, 2022, respectively. See note 15.

Hasbro maintains a number of share-based compensation programs at a corporate level. The Company's employees participate in those programs, and as such, the Company was charged a portion of the expenses associated with these programs. The Company was directly attributed share-based compensation expenses of $8,223 thousand and $3,019 thousand for the nine months ended October 1, 2023 and September 25, 2022, respectively. The charges are included in "General and administration" in the Condensed Combined Statements of Operations.

Substantially all employees attributable to the Company are covered by defined contribution plans held by the Company, rather than Hasbro. These related expenses are all directly attributable to the Company and resulting liabilities are in Accrued liabilities in the Condensed Combined Balance Sheet.

"Net Parent Investment" represents Hasbro's interest in the net assets of the Company. The net parent investment balance represents the cumulative net investment by Hasbro in the Company through the periods presented, including any prior net earnings (loss) or comprehensive earnings (loss) attributed to the Company. Certain transactions between the Company, including allocated expenses, are also included in and reflected as a change in the Company's net parent investment in the Condensed Combined Balance Sheets.

The Company frequently engages in various activities with Hasbro, resulting in accounts receivable and accounts payable positions. These balances do not settle in cash and have been eliminated through Net Parent Investment for the periods presented. Additionally, intercompany transactions within the Film and Television business have been eliminated for the periods presented.

The Condensed Combined Financial Statements may not be indicative of future performance and do not necessarily reflect the Condensed Combined Statements of Operations, Balance Sheets, and Statement of Cash Flows had the Company operated as an independent business from Hasbro during the periods presented.

Preparation of Condensed Combined Financial Statements

The preparation of the Condensed Combined Financial Statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the Condensed Combined Financial Statements and notes thereto. Actual results could differ from those estimates.

The nine-month periods ended October 1, 2023 and September 25, 2022 were40-week and 39-week periods, respectively. The results of operations for the nine months ended October 1, 2023 are not necessarily indicative of results to be expected for the full year 2023, nor were those of the comparable 2022 period representative of those actually experienced for the full year 2022.

The Condensed Combined Financial Statements may not be indicative of future performance and do not necessarily reflect the Condensed Combined Statement of Operations, Balance Sheet, and Statement of Cash Flows would have been had the Company operated as an independent business from Hasbro during the periods presented. To the extent that an asset, liability, revenue, or expense is directly associated with the Company, it is reflected in the accompanying Condensed Combined Financial Statements.

Impairment of Reporting Unit

During the second quarter of 2023, the Company determined that a triggering event occurred following a downward revision of the Company's financial forecast, driven by challenging industry conditions that included

the strike by the Writers Guild of America. As a result, the Company performed a quantitative impairment test and determined that the Company's reporting unit was impaired. During the second quarter of 2023, the Company recorded pre-tax non-cash impairment charges of $296,167 thousand as the carrying value of the reporting unit exceeded its expected fair value, as determined using a discounted cash flow model which is primarily based on management's future revenue and cost estimates. These impairment charges consisted of a $231,000 thousand goodwill impairment charge associated with goodwill and a $65,167 thousand intangible asset impairment charge related to the Company's definite-lived intangible eOne Trade Name, recorded in Impairment of goodwill and trade name, within the Consolidated Statements of Operations for the nine months ended October 1, 2023.

(2) Revenue Recognition

Contract Assets

In the ordinary course of business, the Entertainment One Film & TV Business enters into contracts to license their intellectual property, providing licensees right-to-use or access such intellectual property for use in the production and for use within content for distribution over streaming platforms and for television and film. The Company also licenses owned television and film content for distribution to third parties in formats that include broadcast, theatrical and digital streaming. Through these arrangements, the Company may receive advanced royalty payments from licensees, either in advance of a licensees' subsequent sales to customers or prior to the completion of the Company's performance obligation. The Company defers revenues on all licenses until the respective performance obligations are satisfied. The Company records the aggregate deferred revenues as contract liabilities, with the current portion recorded within Accrued Liabilities and the long-term portion recorded as Other Liabilities in the Company's Condensed Combined Balance Sheets. The Company records contract assets, primarily related to (1) minimum guarantees being recognized in advance of contractual invoicing, which are recognized ratably over the terms of the respective license periods, and (2) film and television distribution revenues recorded for content delivered, where payment will occur over the license term.

The Company's contract assets are classified within the following financial statement line items in the Condensed Combined Balance Sheets at October 1, 2023 and December 25, 2022 as follows:

(In thousands)	2023	2022
Prepaid expenses and other current assets	$ 301,599	$ 319,045
Other	84,025	109,607
Contract assets	**$ 385,624**	**$ 428,652**

Deferred Revenue

Deferred revenue relates primarily to customer cash advances or deposits received prior to when the Company satisfies the corresponding performance obligation. Revenues of $16,430 thousand were recognized during the nine months ended October 1, 2023, related to the balance of deferred revenue at December 25, 2022.

Unsatisfied Performance Obligations

Unsatisfied performance obligations relate primarily to in-production television content to be delivered in the future under existing agreements with partnering content providers such as broadcasters, distributors,

television networks and subscription video on demand services. As of October 1, 2023, unrecognized revenue attributable to unsatisfied performance obligations expected to be recognized in the future was $120,516 thousand. Of this amount, we expect to recognize approximately $95,616 thousand in 2023, $22,801 thousand in 2024, and $1,959 thousand in 2025, and $140 thousand in 2026. These amounts include only fixed consideration.

Accounts Receivable and Allowance for Credit Losses

The Company's balance for accounts receivable on the Condensed Combined Balance Sheets as of October 1, 2023 and December 25, 2022 are primarily from contracts with customers. The Company had no material expense for credit losses in the nine months ended October 1, 2023 or September 25, 2022.

Disaggregation of revenues

The Company disaggregates its revenues from contracts with customers by category: Home Video and Digital, Broadcast and Licensing and Production and Other. Information by major revenue stream and a reconciliation to reported amounts for the nine months ended October 1, 2023 and September 25, 2022 are as follows:

(In thousands)	2023	2022
Home Video, Digital and Theatrical	$ 18,873	$ 19,766
Broadcast and Licensing	138,208	129,528
Production and Other	262,244	368,880
Total revenues	**$ 419,325**	**$ 518,174**

(3) Other Comprehensive Loss

Components of other comprehensive loss are presented within the Condensed Combined Statements of Comprehensive Loss. The following table presents the related tax effects on changes in other comprehensive loss for each of the nine months ended October 1, 2023 and September 25, 2022.

(In thousands)	2023	2022
Other comprehensive earnings (loss), tax effect:		
Tax (expense) benefit on cash flow hedging activities	$ (33)	$(1,911)
Tax (expense) benefit on foreign currency translation amounts	—	—
Reclassifications to earnings, tax effect:		
Tax expense (benefit) on net (gains) losses on cash flow hedging activities	13	232
Total tax effect on other comprehensive loss attributable to Entertainment One Film and Television Business Film and Television	**$ (20)**	**$(1,679)**

Changes in the components of accumulated other comprehensive loss, net of tax for each of the nine months ended October 1, 2023 and September 25, 2022 are as follows:

(In thousands)	Gains (Losses) on Derivative Instruments	Foreign Currency Translation Adjustments	Total Accumulated Other Comprehensive Earnings (Loss)
2023			
Balance at December 25, 2022	**$ 1,296**	**$ (29,673)**	**$ (28,377)**
Current period other comprehensive earnings (loss)	408	1,894	2,302
Reclassifications from AOCE to earnings	(1,759)	—	(1,759)
Balance at October 1, 2023	**$ (55)**	**$ (27,779)**	**$ (27,834)**
2022			
Balance at December 26, 2021	**$ 1,886**	**$ 3,392**	**$ 5,278**
Current period other comprehensive earnings (loss)	8,083	(37,978)	(29,895)
Reclassifications from AOCE to earnings	(1,186)	—	(1,186)
Balance at September 25, 2022	**$ 8,783**	**$ (34,586)**	**$ (25,803)**

Gains (Losses) on Derivative Instruments

At October 1, 2023, the Company had remaining net deferred losses on foreign currency forward contracts, net of tax, of $55 thousand in AOCE. These instruments hedge payments related to television and movie production costs paid in 2023 or expected to be paid in 2024 or 2025. These amounts will be reclassified into the Condensed Combined Statements of Operations upon recognition of the related costs.

The company expects net deferred gains included in AOCE at October 1, 2023, to be reclassified to the Condensed Combined Statements of Operations within the next 12 months. However, the amount ultimately realized in earnings is dependent on the fair value of the hedging instruments on the settlement dates.

See note 12 for additional discussion on reclassifications from AOCE to earnings.

(4) Property, Plant and Equipment

(In thousands)	October 1, 2023	December 25, 2022
Computer software and hardware	$ 27,980	$ 27,802
Furniture and fixtures	2,612	2,466
Leasehold improvements	16,148	16,108
Less accumulated depreciation	(24,467)	(17,680)
Total property, plant and equipment, net	**$ 22,273**	**$ 28,696**

Expenditures for maintenance and repairs which do not materially extend the life of the assets are charged to operations as incurred. In the nine months ended October 1, 2023 and September 25, 2022, the Company recorded $6,815 thousand and $5,293 thousand, respectively, of depreciation expense.

See note 11 for additional discussion on right of use assets.

(5) Goodwill and Other Intangible Assets

Goodwill

Changes in the carrying amount of goodwill, for the nine months ended October 1, 2023 are as follows:

(In thousands)	Goodwill
Balance as of December 25, 2022	$ 231,000
Impairment during the period [(1)]	(231,000)
Balance as of October 1, 2023	**$ —**

(1) See note 1 for discussion of goodwill impairment recorded during the second quarter of 2023.

Other Intangible Assets, Net

The following table represents a summary of the Company's other intangible assets, net at October 1, 2023 and December 25, 2022:

(In thousands)	2023	2022
Exclusive content agreements and libraries	$ 89,726	$ 89,481
Trade name [(1)]	—	85,000
Accumulated amortization	(47,324)	(55,486)
Total other intangibles assets, net	**$ 42,402**	**$118,995**

(1) See note 1 for discussion of eOne Trade name impairment recorded during the second quarter of 2023.

The Company's other intangible assets are amortized straight line over their remaining useful lives, and accumulated amortization of these other intangibles is reflected in other intangible assets, net in the accompanying Condensed Combined Balance Sheets.

Intangible assets are reviewed for indications of impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. See note 1 for discussion of eOne Trade name impairment recorded during the second quarter of 2023.

(6) Investments in Productions and Investments in Acquired Content Rights

Investments in productions and investments in acquired content rights are predominantly monetized on atitle-by-title basis and are recorded within other assets in the Company's Condensed Combined Balance Sheets,

to the extent they are considered recoverable against future revenues. These amounts are being amortized to program cost amortization using a model that reflects the consumption of the asset as it is released through various channels including broadcast licenses, theatrical release and home entertainment. Amounts capitalized are reviewed periodically on an individual film basis and any portion of the unamortized amount that appears not to be recoverable from future net revenues is expensed as part of program cost amortization during the period the loss becomes evident. The Company's unamortized investments in productions and investments in acquired content rights consisted of the following at October 1, 2023 and December 25, 2022:

(In thousands)	2023	2022
Investment in Films and Television Programs:		
Individual monetization		
Released, net of amortization	$ 463,657	$ 489,756
Completed and not released	68,741	78,644
In production	76,013	21,915
Pre-production	123,444	103,687
Total program investments	**$ 731,855**	**$ 694,002**

The Company recorded $249,848 thousand of program cost amortization related to released programming in the nine months ended October 1, 2023, consisting of the following:

(In thousands)	Investment in Production	Investment in Content	Total
Program cost amortization	$ 219,847	$ 30,001	$249,848

(7) Accrued Liabilities

Components of accrued liabilities for the nine months ended October 1, 2023 and December 25, 2022 are as follows:

(In thousands)	2023	2022
Accrued expenses IIP & IIC	$ 48,012	$ 78,923
Severance	12,215	21,131
Payroll	6,417	20,793
Current lease liability	7,035	8,155
Accrued taxes	25,755	20,089
Other	37,293	58,161
Total accrued liabilities	**$ 136,727**	**$ 207,252**

(8) Production Financing

Production Financing

The Company uses production financing to fund certain of its television and film productions which are arranged on an individual production basis by either special purpose production subsidiaries, each secured by the assets and future revenues of such production subsidiaries, which are non-recourse to the Company's assets, or through a senior revolving credit facility obtained in November 2021, dedicated to production financing.

Interest is charged at bank prime rate plus a margin based on the risk of the respective production. The weighted average interest rate on all production financing as of October 1, 2023 was 7.5%.

The Company's senior revolving film and television production credit facility (the "RPCF") with MUFG Union Bank, N.A., as administrative agent and lender and certain other financial institutions, as lenders thereto (the "Revolving Production Financing Agreement") provides the Company with commitments having a maximum aggregate principal amount of $250,000 thousand. The Revolving Production Financing Agreement also provides the Company with the option to request a commitment increase up to an aggregate additional amount of $150,000 thousand subject to agreement of the lenders. The Revolving Production Financing Agreement extends through November 22, 2024. The Company uses the RPCF to fund certain of the Company's original film and TV production costs. Borrowings under the RPCF are non-recourse to the Company's assets.

The Company has U.S. dollar production credit facilities and Canadian dollar and U.S. dollar production loans with various banks. For all periods presented, the carrying value approximated fair value. The carrying amounts of each component of Production Financing were as follows:

(In thousands)	Production Loans	Credit Facilities	Total Production Financing
As of October 1, 2023	$ 8,185	$141,911	$ 150,096

The following table represents movements in production financing during the first nine months of 2023:

(In thousands)	Production Financing
Balance at December 25, 2022	$ 194,781
Drawdown	117,939
Repayments	(162,029)
Foreign exchange differences	(595)
Balance at October 1, 2023	**$ 150,096**

(9) Income Taxes

In preparing the Film and TV carve-out financial statements, The Company has determined the tax provision for those operations on a separate return basis. The tax provision and the related tax disclosures set out below are not necessarily representative of the tax provision and the related tax disclosures that may arise in the future.

The Company files income tax returns in the United States and various state and international jurisdictions. In the normal course of business, the Company is regularly audited by U.S. federal, state and local, and international tax authorities in various tax jurisdictions.

Our effective tax rate ("ETR") from continuing operations was 10.7% for the nine months ended October 1, 2023 and (91.5%) for the nine months ended September 25, 2022. The following items caused the year-to-date ETR to be significantly different from the prior year ETR:

- During the nine months ended October 1, 2023, the Company recorded a net discrete tax benefit of $14,046 thousand primarily associated with a tax benefit on the impairment of eOne trade name in the

UK. During the nine months ended October 1, 2023, the Company also recorded a $3,553 thousand tax expense related to non-recoverable withholding tax in Canada and the US.

- During the nine months ended September 25, 2022, the Company recorded a net discrete tax benefit of $1,747 thousand primarily associated with certain provision to return adjustments in the UK. During the nine months ended September 25, 2022, the Company also recorded $11,275 thousand of tax expense related to non-recoverable withholding tax in Canada and the US.

(10) Fair Value of Financial Instruments

The Company measures certain financial instruments at fair value. The fair value hierarchy consists of three levels: Level 1 fair values are based on quoted market prices in active markets for identical assets or liabilities that the entity has the ability to access; Level 2 fair values are those based on quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and Level 3 fair values are based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. There have been no transfers between levels within the fair value hierarchy.

Accounting standards permit entities to measure many financial instruments and certain other items at fair value and establish presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar assets and liabilities.

At October 1, 2023 and December 25, 2022, the Company had the following assets and liabilities measured using Level 2 fair value indicators in its Condensed Combined Balance Sheets:

(In thousands)	Fair Value
October 1, 2023	
Assets:	
Derivatives	$ 1,890
Total assets	**$ 1,890**
Liabilities:	
Derivatives	$ 4,676
Total liabilities	**$ 4,676**
December 25, 2022	
Assets:	
Derivatives	$ 6,744
Total assets	**$ 6,744**
Liabilities:	
Derivatives	$ 2,266
Total liabilities	**$ 2,266**

The Company's derivatives consist of foreign currency forward contracts. The Company uses current forward rates of the respective foreign currencies to measure the fair value of these contracts.

(11) Leases

The Company occupies offices under various operating lease arrangements. The Company has no finance leases. The leases have remaining terms of 1 to 7 years, some of which include options to extend lease terms or options to terminate current lease terms at certain times, subject to notice requirements set out in the lease agreement. Payments under certain of the lease agreements may be subject to adjustment based on a consumer price index or other inflationary indices. The lease liability for such lease agreements as of the adoption date, was based on fixed payments as of the adoption date. Any adjustments to these payments based on the related indices will be recorded to expense as incurred. Leases with an expected term of 12 months or less are not capitalized. Lease expense under such leases is recorded straight line over the life of the lease. The Company expenses non-lease components as incurred for real estate leases.

The rent expense under such arrangements and similar arrangements that do not qualify as leases under ASU2016-02, net of sublease income amounted to $7,820 thousand and $10,335 thousand, respectively, for each of the nine months period ended October 1, 2023 and September 25, 2022, and was not material to the Company's financial statements nor were expenses related to short term leases (expected term less than twelve months) or variable lease payments during those same periods.

All leases expire prior to 2030. Real estate taxes, insurance and maintenance expenses are generally obligations of the Company. Operating leases often contain renewal options. In those locations in which the Company continues to operate, management expects that, in the normal course of business, leases that expire will be renewed or replaced by leases on other properties.

Information related to the Company's leases for the nine months ended October 1, 2023 and September 25, 2022 is as follows:

(In thousands)	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 7,043	$ 7,697
Right-of-use assets obtained in exchange for lease:		
Operating leases net of lease modifications	29,233	40,409
Weighted Average Remaining Lease Term:		
Operating leases	4.9 years	5.6 years
Weighted Average Discount Rate:		
Operating leases	1.8%	1.7%

The following is a reconciliation of future undiscounted cash flows to the operating liabilities, and the related right of use assets, included in our Condensed Combined Balance Sheets as of October 1, 2023:

(In thousands)	October 1, 2023
2023 (excluding the nine-month period ended October 1, 2023)	$ 2,007
2024	7,677
2025	7,745
2026	5,530
2027	5,208
2028 and thereafter	5,966
Total future lease payments	34,133
Less imputed interest	1,455
Present value of future operating lease payments	32,678
Less current portion of operating lease liabilities [1]	7,035
Non-current operating lease liability [2]	25,643
Operating lease right-of-use assets, net [3]	$ 29,233

[1] Included in Accrued liabilities on the Condensed Combined Balance Sheets
[2] Included in Other liabilities on the Condensed Combined Balance Sheets
[3] Included in Operating lease right-of-use assets on the Condensed Combined Balance Sheets

(12) Derivative Financial Instruments

The Company uses foreign currency forward and option contracts to mitigate the impact of currency rate fluctuations on firmly committed and projected future foreign currency transactions. These over-the-counter contracts, which hedge future currency requirements related to television and film production cost and production financing facilities (see note 8) as well as other cross-border transactions not denominated in the functional currency of the business unit, are primarily denominated in United States and Canadian Dollars, Pound Sterling and Euros. All contracts are entered into with a number of counterparties, all of which are major financial institutions. The Company believes that a default by a single counterparty would not have a material adverse effect on the financial condition of the Company. The Company does not enter into derivative financial instruments for speculative purposes.

Cash Flow Hedges

All the Company's designated foreign currency forward contracts are considered to be cash flow hedges. These instruments hedge a portion of the Company's currency requirements associated with certain production financing loans and other cross-border transactions, primarily in years 2023 and to a lesser extent, 2024.

At October 1, 2023 and December 25, 2022, the notional amounts and fair values of the Company's foreign currency forward and option contracts designated as cash flow hedging instruments were as follows:

	2023		**2022**	
(In thousands)	**Notional Amount**	**Fair Value**	**Notional Amount**	**Fair Value**
Hedged Item				
Foreign Currency denominated expense	28,669	(44)	78,298	1,706

The fair values of the Company's foreign currency forward contracts designated as cash flow hedges are recorded in the Condensed Combined Balance Sheets at October 1, 2023 and December 25, 2022, as follows:

(In thousands)	**2023**	**2022**
Prepaid expenses and other current assets		
Unrealized gains	$ 55	$2,051
Unrealized losses	—	—
Net unrealized gains	**$ 55**	**$2,051**
Accrued liabilities		
Unrealized gains	$—	$ —
Unrealized losses	(98)	(292)
Net unrealized losses	**$ (98)**	**$ (292)**

Net gains on cash flow hedging activities have been reclassified from other comprehensive earnings (loss) to net loss for the nine months ended October 1, 2023 and September 25, 2022 as follows:

(In thousands)	**2023**	**2022**
Condensed Combined Statements of Operations Classification		
Other expense, net	1,759	1,186
Net realized gains	**$1,759**	**$1,186**

Undesignated Hedges

To manage transactional exposure to fair value movements on certain monetary assets and liabilities denominated in foreign currencies, the Company has implemented a balance sheet hedging program. The Company does not use hedge accounting for these contracts as changes in the fair values of these contracts are offset by changes in the fair value of the balance sheet items. As of October 1, 2023 and December 25, 2022, the total notional amounts of the Company's undesignated derivative instruments were $289,536 thousand and $296,474 thousand, respectively.

At October 1, 2023 and December 25, 2022, the fair value of the Company's undesignated derivative financial instruments are recorded in the Condensed Combined Balance Sheets as follows:

(In thousands)	2023	2022
Prepaid expenses and other current assets		
Unrealized gains	$ 1,836	$ 4,693
Unrealized losses	—	—
Net unrealized gains	**1,836**	**4,693**
Accrued liabilities		
Unrealized gains	—	—
Unrealized losses	(4,577)	(1,974)
Net unrealized losses	(4,577)	(1,974)
Total unrealized (losses) gains, net	**$(2,741)**	**$ 2,719**

The Company recorded net gains (losses) of $905 thousand and $(8,712) thousand on these instruments to other expense, net for the nine months ended October 1, 2023 and September 25, 2022, respectively, relating to the change in fair value of such derivatives, substantially offsetting gains and losses from the change in fair value of the items to which the instruments relate.

For additional information related to the Company's derivative financial instruments see notes 3 and 10.

(13) Restructuring Actions

During 2020, the Company took certain integration actions related to the acquisition of eOne by Hasbro in 2019. Substantially all of the remaining cash payments related to these programs are expected to be made by the end of 2024.

During 2022, in support of Blueprint 2.0, the Parent announced an Operational Excellence program in which the Company took certain restructuring actions, including global workforce reductions, resulting in severance and other employee charges.

The detail of activity related to the Company's programs as of October 1, 2023 is as follows:

(In thousands)	Integration Program	Operational Excellence Program
Remaining amounts to be paid as of December 25, 2022	$ 963	$ 20,168
Payments made in the nine months ended October 1, 2023	—	(8,916)
Remaining amounts to be paid as of October 1, 2023	**963**	**11,252**

(14) <u>Commitments and Contingencies</u>

The Company is party to certain legal proceedings, as well as certain asserted and unasserted claims. Amounts accrued, as well as the total amount of reasonably possible losses with respect to such matters, individually and in the aggregate, are not deemed to be material to the Condensed Combined Financial Statements.

See note 11 for additional information on the Company's future lease payment commitments. See note 8 for additional information on the Company's long-term debt and production financing repayments.

(15) <u>Related Parties</u>

The Company has not historically operated as a standalone business and the Condensed Combined Financial Statements are derived from the Consolidated Financial Statements and accounting records of Hasbro. The following disclosure summarizes activity between the Company and Hasbro. The Company historically settles intercompany transaction between entities and will net settle intercompany transactions to equity prior to close.

Cost Allocations from Hasbro

Hasbro provides certain services including treasury, tax and legal functions to the Company. The Consolidated Financial Statements reflect an allocation of these costs. See note 1 for a discussion of these costs and the methodology used to allocate them.

These allocations are reflected in the Condensed Combined Statement of Operations for nine-month period ended October 1, 2023 and September 25, 2022, as follows:

(In thousands)	2023	2022
General and administration expenses	$299	$100

Management believes these cost allocations are a reasonable reflection of the utilization of services provided to, or the benefit derived by, the Company during the periods presented. The allocations may not, however, be indicative of the actual expenses that would have been incurred had the Company operated as a standalone public company. Actual costs that may have been incurred if the Company had been a standalone public company would depend on a number of factors, including the chosen organizational structure, whether the functions were outsourced or performed by Company's employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

Net Parent Investment

"Net Parent Investment" represents Hasbro's interest in the net assets of the Company. The net parent investment balance represents the cumulative net investment by Hasbro in the Company through the periods presented, including any prior net earnings (loss) or comprehensive earnings (loss) attributed to the Company. Certain transactions between the Company and other related parties, including allocated expenses, are also included in and reflected as a change in the Company's net parent investment in the Condensed Combined Balance Sheets.

(In thousands)	October 1, 2023	December 25, 2022
Net Parent Investment		
Corporate allocations	299	1,008
Share-based compensation funded by Parent	8,223	4,506
Net increase in Net Parent Investment	**$ 8,522**	**$ 5,514**

Related Party Distribution Arrangements

In the ordinary course of business, the Company distributes Hasbro IP-related content through various physical and digital distribution arrangements. Expenses related to these related party distribution arrangements may not be indicative of the actual expenses the Company would have incurred as a separate, stand-alone company or of the costs the Company will incur in the future.

Expenses related to these arrangements were $3,008 thousand and $2,345 thousand in the Condensed Combined Statement of Operations for the nine months period ended October 1, 2023 and September 25, 2022, respectively.

(16) Subsequent Events

The Company has performed an evaluation of subsequent events for disclosure through December 21, 2023, which is the date the financial statements were available to be issued.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated expenses to be borne by the registrant in connection with the issuance and distribution of the Pubco Common Shares being registered hereby.

Expense	Estimated Amount
Securities and Exchange Commission registration fee	$ 41,754
Accounting fees and expenses	*
Legal fees and expenses	*
Financial printing and miscellaneous expenses	*
Total	$ *

* These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be defined at this time.

Pubco will generally bear all costs, fees and expenses incurred in effecting the registration of the Pubco Common Shares covered by this Registration Statement, including all registration and filing fees, Nasdaq listing fees and fees and expenses of Pubco counsel and independent registered public accountants. All amounts are estimates except the SEC registration fee.

Item 14. Indemnification of Directors and Officers.

The Pubco Closing Articles provide that Pubco will indemnify its current and former directors and officers against all judgments, penalties or fines awarded or imposed in, or an amount paid in settlement of a legal proceeding or investigative action, whether current, threatened, pending or contemplated, in which such person, by reason of being or having been a director or officer of Pubco is or may be joined as a party or is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding. British Columbia law provides that a company must not indemnify a director if any of the following circumstances apply:

- if the indemnity or payment is made under an earlier agreement to indemnify or pay expenses and, at the time that the agreement to indemnify or pay expenses was made, the company was prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- if the indemnity or payment is made otherwise than under an earlier agreement to indemnify or pay expenses and, at the time that the indemnity or payment is made, the company is prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- if, in relation to the subject matter of the eligible proceeding, the director did not act honestly and in good faith with a view to the best interests of the company or the associated corporation, as the case may be, with such associated corporation being an affiliate of the company or a partnership, trust, joint venture or other unincorporated entity in which the director served in the capacity as a director or a position equivalent to that thereof, at the request of the company; or
- in the case of an eligible proceeding other than a civil proceeding, if the director did not have reasonable grounds for believing that the director's conduct in respect of which the proceeding was brought was lawful.

The Pubco Closing Articles also permit Pubco to purchase insurance for the benefit of any current or former officer, director, employee or other agent of Pubco or an affiliate of Pubco or, at Pubco's request, of another entity, for any liability arising out of that person's actions in such capacity, regardless of whether British Columbia law would permit indemnification. Pubco intends to enter into indemnification agreements with each of its current and future directors and officers. These agreements will require Pubco to indemnify these individuals to the fullest extent permitted under British Columbia law against liability that may arise by reason of their service to Pubco, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified and have provided a written undertaking required under British Columbia law.

Item 15. Recent Sales of Unregistered Securities.

The Offering Shares being registered hereby were issued to the PIPE Investors and Non-Redemption Investors, as applicable, on May 13, 2024 pursuant to and in accordance with an exemption from registration under the Securities Act, under Section 4(a)(2) promulgated under the Securities Act.

On May 13, 2024, in accordance with the terms and conditions of the Business Combination Agreement, at the StudioCo Amalgamation Effective Time, LG Sirius Holdings ULC, a subsidiary of Lions Gate Parent, received 253,435,794 Pubco Common Shares, the SEAC Sponsor received 2,010,000 Pubco Common Shares and the Pubco Sponsor Options and certain former directors and permitted transferees of the SEAC Sponsor received 210,000 Pubco Common Shares, in each case pursuant to and in accordance with an exemption from registration under Section 4(a)(2) of the Securities Act and the regulations promulgated thereunder.

The Pubco Sponsor Options entitle the SEAC Sponsor to purchase one Pubco Common Share at $0.0001 per share, pursuant to the terms of the Sponsor Option Agreement, dated as of May 13, 2024, by and between the SEAC Sponsor and New SEAC. The Pubco Sponsor Options will become exercisable, subject to the terms, conditions and exceptions set forth in the Sponsor Option Agreement, (i) on or after the date on which the Trading Price of the LG Studios Common Shares (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) equals or exceeds $16.05 per share or (ii) if a change of control occurs, subject to certain conditions. The foregoing summary is qualified in its entirety by reference to the text of the Sponsor Option Agreement, a form of which is included as Exhibit 10.4 to this registration statement.

Item 16. Exhibits and Financial Statement Schedules.

The following exhibits are filed as part of this registration statement:

Exhibit Number	Description
2.1†	Business Combination Agreement, dated as of December 22, 2023, by and among Screaming Eagle Acquisition Corp., SEAC II Corp., SEAC MergerCo, 1455941 B.C. Unlimited Liability Company, Lions Gate Entertainment Corp., LG Sirius Holdings ULC and LG Orion Holdings ULC. (incorporated by reference to Annex A-1 of New SEAC's Form S-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
2.2	Amendment No. 1 to the Business Combination Agreement, dated as of April 11, 2024, by and among Screaming Eagle Acquisition Corp., SEAC II Corp., SEAC MergerCo, 1455941 B.C. Unlimited Liability Company, Lions Gate Entertainment Corp., LG Sirius Holdings ULC and LG Orion Holdings ULC (incorporated by reference to Annex A-2 of New SEAC's Form S-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
2.3	Amendment No. 2 to the Business Combination Agreement, dated as of May 9, 2024, by and among Screaming Eagle Acquisition Corp., SEAC II Corp., SEAC MergerCo, 1455941 B.C. Unlimited Liability Company, Lions Gate Entertainment Corp., LG Sirius Holdings ULC and LG Orion Holdings ULC.
3.1	Form of Pubco Closing Articles (incorporated by reference to Annex C of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
4.1	Warrant Agreement by and between SEAC and Continental Stock Transfer & Trust Company, dated as of January 5, 2022 (incorporated by reference to Exhibit 4.1 to SEAC's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 10, 2022).
4.3	Form of SEAC Warrant Agreement Amendment (incorporated by reference to Annex F of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
4.4	Form of Warrantholder Support Agreement (incorporated by reference to Annex E of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
5.1	Opinion of Dentons Canada LLP regarding legality of securities being registered.

Exhibit Number	Description
10.1	Form of Subscription Agreements (incorporated by reference to Annex D of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.2	Sponsor Support Agreement, dated as of December 22, 2023, by and among Eagle Equity Partners V, LLC, Screaming Eagle Acquisition Corp., LG Orion Holdings ULC and Lionsgate Entertainment Corp. (incorporated by reference to Annex G of New SEAC's Form S-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.3	Form of Lock-Up Agreement (incorporated by reference to Annex J of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.4	Form of Sponsor Option Agreement (incorporated by reference to Annex H of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.5	Form of Amended and Restated Registration Rights Agreement (incorporated by reference to Annex I of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.6	Form of Tax Matters Agreement (incorporated by reference to Exhibit 10.6 of New SEAC's FormS-4/A (File No. 333-276414), last filed with the SEC on April 12, 2024).
10.7	Voting and Standstill Agreement, dated as of November 10, 2015, by and among Lions Gate Entertainment Corp., Liberty Global plc, Discovery Communications, Inc., Liberty Global Incorporated Limited, Discovery Lightning Investments Ltd., Dr. John C. Malone and affiliates of MHR Fund Management, LLC (incorporated by reference to Exhibit 10.2 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K, filed with the SEC on November 10, 2015).
10.8	Amendment to Voting and Standstill Agreement, dated as of June 30, 2016, by and among Lions Gate Entertainment Corp., Liberty Global plc, Discovery Lightning Investments Ltd., Dr. John C. Malone, MHR Fund Management, LLC, Liberty Global Incorporated Limited, Discovery Communications, Inc. and affiliates of MHR Fund Management, LLC (incorporated by reference to Exhibit 10.7 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K, filed with the SEC on July 1, 2016).
10.9	Amendment to Voting and Standstill Agreement, dated as of May 13, 2024, by and among Lions Gate Entertainment Corp., Lionsgate Studios Corp., Liberty Global plc, Discovery Lightning Investments Ltd., Dr. John C. Malone, MHR Fund Management, LLC, Liberty Global Incorporated Limited, Discovery Communications, Inc. and affiliates of MHR Fund Management, LLC.
10.10	Investor Rights Agreement, dated as of May 13, 2024, by and among Lionsgate Studios Corp., Liberty Global plc, Discovery Communications, Inc., Liberty Global Incorporated Limited, Discovery Lightning Investments Ltd., Dr. John C. Malone and affiliates of MHR Fund Management, LLC.
10.11	Separation Agreement, dated as of May 8, 2024, by and among Lions Gate Entertainment Corp., LG Sirius Holdings ULC and LG Orion Holdings ULC.
10.12	Shared Services Agreement, dated as of May 9, 2024, by and between Lions Gate Entertainment Corp. and LG Orion Holdings ULC.
10.13	Intercompany Note and Assumption Agreement among Lions Gate Television Inc. and Lions Gate Capital Holdings LLC, dated as of May 8, 2024.
10.14	Revolving Credit Agreement among LGAC International LLC and Lions Gate Capital Holdings 1, Inc., dated as of May 13, 2024.

Exhibit Number	Description
10.15	Credit and Guarantee Agreement, dated as of December 8, 2016, among Lions Gate, as borrower, the guarantors party thereto, the lenders referred to therein, and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on December 8, 2016).
10.16	Amendment No. 1, dated as of December 11, 2017, to the Credit and Guarantee Agreement dated as of December 8, 2016, among Lions Gate Entertainment Corp., as borrower, each guarantor party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on December 11, 2017).
10.17	Amendment No. 2, dated as of March 22, 2018, to the Credit and Guarantee Agreement dated as of December 8, 2016, among Lions Gate Entertainment Corp., as borrower, each guarantor party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto (as previously amended by that certain Amendment No. 1 dated as of December 11, 2017) (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on March 22, 2018).
10.18	Amendment No. 3 dated as of March 11, 2019, to the Credit and Guarantee Agreement dated as of December 8, 2016, as amended and restated as of March 22, 2018 (as further amended, supplemented, amended and restated or otherwise modified from time to time) among Lions Gate Entertainment Corp., Lions Gate Capital Holdings LLC, as borrower, each guarantor party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto (incorporated by reference to Exhibit 10.34 of Lions Gate Entertainment Corp.'s Annual Report on Form 10-K filed with the SEC on May 23, 2019).
10.19	Amendment No. 4, dated as of April 6, 2021, to the Credit and Guarantee Agreement dated as of December 8, 2016, among Lions Gate Entertainment Corp., as borrower, each guarantor party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on April 6, 2021).
10.20	Amendment No. 5, dated as of June 14, 2023, to the Credit and Guarantee Agreement dated as of December 8, 2016, among Lions Gate Entertainment Corp., as borrower, each guarantor party thereto, each lender party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the other parties thereto (incorporated by reference to Exhibit 10.12.5 of Lions Gate Entertainment Corp.'s Annual Report on Form 10-K/A filed with the SEC on July 20, 2023).
10.21	Form of Share Purchase and Non-Redemption Agreement (incorporated by reference to Exhibit 10.1 of New SEAC's Current Report on Form 8-K filed with the SEC on April 24, 2024)
10.22	Lions Gate Entertainment Corp. 2019 Performance Incentive Plan (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on September 15, 2021).
10.23	Form of Restricted Share Unit Award Agreement (incorporated by reference to Exhibit 10.39 of Lions Gate Entertainment Corp.'s Annual Report on Quarterly Report on Form 10-Q filed with the SEC on November 7, 2019).
10.24	Form of Nonqualified Stock Option Agreement (incorporated by reference to Exhibit 10.40 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on November 7, 2019).

Exhibit Number	Description
10.25	Form of Share Appreciation Rights Award Agreement (incorporated by reference to Exhibit 10.41 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on November 7, 2019).
10.26	Deferred Compensation Plan (incorporated by reference to Exhibit 10.41 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on February 4, 2021).
10.27	Employment Agreement between Lions Gate Entertainment Corp. and James W. Barge dated November 1, 2019 (incorporated by reference to Exhibit 10.38 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on November 7, 2019).
10.28	Amendment to Employment Agreement between Lions Gate Entertainment Corp. and James W. Barge dated June 22, 2020 (incorporated by reference to Exhibit 10.35 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on August 6, 2020).
10.29	Employment Agreement among Jon Feltheimer and Lions Gate Entertainment Corp. dated as of August 21, 2020 (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on August 26, 2020).
10.30	First Amendment to Employment Agreement, dated August 12, 2022, between the Company and Jon Feltheimer (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on August 15, 2022).
10.31	Employment Agreement among Michael Burns and Lions Gate Entertainment Corp. dated as of December 18, 2020 (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on December 21, 2020).
10.32	Employment Agreement between Lions Gate Entertainment Corp. and Brian Goldsmith dated as of October 1, 2022 (incorporated by reference to Exhibit 10.19 of Lions Gate Entertainment Corp.'s Annual Report on Form 10-K filed with the SEC on May 25, 2023).
10.33	Employment Agreement between Lions Gate Entertainment Corp. and Bruce Tobey dated as of March 27, 2023 (incorporated by reference to Exhibit 10.20 of Lions Gate Entertainment Corp.'s Annual Report on Form 10-K filed with the SEC on May 25, 2023).
10.34	Lions Gate Entertainment Corp. 2023 Performance Incentive Plan (incorporated by reference to Exhibit 10.1 of Lions Gate Entertainment Corp.'s Current Report on Form 8-K filed with the SEC on November 29, 2023).
10.35	Form of Restricted Share Award Agreement (incorporated by reference to Exhibit 10.22.1 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on February 8, 2024).
10.36	Form Nonqualified Stock Option Agreement (incorporated by reference to Exhibit 10.22.2 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on February 8, 2024).
10.37	Form Share Appreciation Rights Agreement (incorporated by reference to Exhibit 10.22.3 of Lions Gate Entertainment Corp.'s Quarterly Report on Form 10-Q filed with the SEC on February 8, 2024).
10.38	Employment Agreement between Lions Gate Entertainment Inc. and James W. Barge dated March 21, 2024.
16.1	Letter from WithumSmith+Brown, PC to the Securities and Exchange Commission, dated May 13, 2024
21.1**	List of subsidiaries of Pubco.
23.1	Consent of Ernst and Young LLP.

Exhibit Number	Description
23.2**	Consent of WithumSmith+Brown, PC.
23.3	Consent of KPMG LLP.
23.4	Consent of Dentons Canada LLP (included as part of Exhibit 5.1 hereto).
24.1	Power of Attorney.
107	Filing Fee Table.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

** Previously filed.

† Schedules to this exhibit have been omitted pursuant to Item 601(a)(5) of Registration S-K. The Registrant hereby agrees to furnish a copy of any omitted schedules to the Commission upon request.

‡ Portions of this exhibit have been redacted in compliance with Item 601(b)(10)(iv) of Regulation S-K. The omitted information is not material and is the type of information that the registrant customarily and actually treats as private and confidential.

Item 17. Undertakings.

The undersigned registrant, hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than

registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided*, *however*, *that* no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California on May 14, 2024.

Lionsgate Studios Corp.

By: /s/ James W. Barge
Name: James W. Barge
Title: Chief Financial Officer

Each person whose signature appears below constitutes and appoints Jon Feltheimer, Michael Burns and James W. Barge, severally and not jointly, as his or her attorneys-in-fact and agents, each acting alone, with the power of substitution and resubstitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any amendment to this registration statement, and to file such amendments or supplements, together with exhibits and other documents in connection therewith, with the Securities and Exchange Commission, granting to such attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully as he or she might or could do in person, and ratifying and confirming all that the attorneys-in-fact and agents, or their substitute or substitutes, may do or cause to be done by virtue hereof. Each of the undersigned has executed this Power of Attorney as of the date indicated.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
/s/ James W. Barge James W. Barge	*Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer and Authorized Representative in the United States)*	May 14, 2024
/s/ Michael Burns Michael Burns	Vice Chairman, Director	May 14, 2024
/s/ Mignon Clyburn Mignon Clyburn	Director	May 14, 2024
/s/ Gordon Crawford Gordon Crawford	Director	May 14, 2024
/s/ Priya Dogra Priya Dogra	Director	May 14, 2024
/s/ Jon Feltheimer Jon Feltheimer	Chief Executive Officer (*Principal Executive Officer*) and Director	May 14, 2024
/s/ Emily Fine Emily Fine	Director	May 14, 2024
/s/ Michael T. Fries Michael T. Fries	Director	May 14, 2024

Name	Title	Date
/s/ John D. Harkey, Jr. John D. Harkey, Jr.	Director	May 14, 2024
/s/ Susan McCaw Susan McCaw	Director	May 14, 2024
/s/ Yvette Ostolaza Yvette Ostolaza	Director	May 14, 2024
/s/ Mark H. Rachesky, M.D. Mark H. Rachesky, M.D.	Director	May 14, 2024
/s/ Daryl Simm Daryl Simm	Director	May 14, 2024
/s/ Hardwick Simmons Hardwick Simmons	Director	May 14, 2024
/s/ Harry E. Sloan Harry E. Sloan	Director	May 14, 2024

Exhibit 2.3

EXECUTION VERSION

AMENDMENT NO. 2 TO THE BUSINESS COMBINATION AGREEMENT, dated as of May 9, 2024 ("Amendment No. 2"), by and among Screaming Eagle Acquisition Corp., a Cayman Islands exempted company, SEAC II Corp., a Cayman Islands exempted company, SEAC MergerCo, a Cayman Islands exempted company, 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company, Lions Gate Entertainment Corp., a British Columbia corporation, LG Sirius Holdings ULC, a British Columbia unlimited liability company and LG Orion Holdings ULC, a British Columbia unlimited liability company (collectively, the "Parties"). Capitalized terms not defined herein shall have the meaning given to them in the Business Combination Agreement (as defined below).

WHEREAS, the Parties entered into that certain Business Combination Agreement dated as of December 22, 2023 (the "Original Business Combination Agreement");

WHEREAS, the Parties entered into that certain Amendment No. 1 to the Business Combination Agreement dated as of April 11, 2024 (together with the Original Business Combination Agreement, the "Business Combination Agreement");

WHEREAS, Section 9.14 of the Business Combination Agreement provides that the Business Combination Agreement may not be amended except by an instrument in writing signed by each of the Parties; and

WHEREAS, the Parties desire to further amend certain provisions of the Business Combination Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Amendments to the Business Combination Agreement.

   a. The tenth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

      WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately prior to the SEAC Public Warrant Exchange, subject to the terms and conditions of this Agreement, the Unit Separation shall occur;

   b. The eleventh paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

      WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Unit Separation and prior to the SEAC Merger and subject to the terms and conditions of this Agreement, (i) each then issued and outstanding whole SEAC Public Warrant (including those resulting from the Unit Separation) shall be automatically exchanged for $0.50 in cash pursuant to the SEAC Warrant Agreement Amendment (the "SEAC Public Warrant Exchange"), and (ii) all of the issued and outstanding SEAC Private Placement Warrants shall be forfeited and cancelled for no consideration (the "SEAC Private Placement Warrant Forfeiture");

c. The twelfth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately prior to the Class B Conversion and subject to the terms and conditions of this Agreement, (i) each then issued and outstanding SEAC Class B Ordinary Share (and each then issued and outstanding SEAC Class A Ordinary Share that was formerly a SEAC Class B Ordinary Share, if any (the "Former SEAC Founder Shares")) held by the Sponsor, or any of its Affiliates or permitted transferees under the Sponsor Support Agreement, in excess of 1,800,000 SEAC Class B Ordinary Shares (such 1,800,000 number calculated by including Former SEAC Founder Shares (if any)), and excluding, for the avoidance of doubt, 210,000 SEAC Class B Ordinary Shares currently held by the Sponsor that it expects to transfer to SEAC's independent directors and certain SEAC officers and advisors prior to the Closing, shall be repurchased by SEAC for an aggregate price consisting of (A) $1.00 and (B) the SEAC Sponsor Options (the "Sponsor Repurchase") pursuant to a repurchase agreement substantially in the form attached hereto asExhibit G; and (ii) the Sponsor shall receive the SEAC Sponsor Options, and SEAC and Sponsor shall enter into the Sponsor Option Agreement, in each case upon and subject to the other terms and conditions set forth in this Agreement and in accordance with the provisions of applicable Law;

d. The thirteenth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Sponsor Repurchase and prior to the SEAC Merger and subject to the terms and conditions of this Agreement, 2,010,000 of the SEAC Class B Ordinary Shares (such 2,010,000 number calculated by including Former SEAC Founder Shares (if any)) then issued and outstanding shall automatically convert, on a one-for-one basis, into a SEAC Class A Ordinary Share, pursuant to the SEAC Articles, and any SEAC Class B Ordinary Shares and Former SEAC Founder Shares that collectively exceed 2,010,000 and that remain (if any) shall be surrendered and canceled for no consideration pursuant to a surrender letter (the "Class B Conversion");

e. The fourteenth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Class B Conversion (and in any event following the SEAC Public Warrant Exchange and the SEAC Private Placement Warrant Forfeiture), subject to the terms and conditions of this Agreement, SEAC shall merge with and into MergerCo (the "SEAC Merger") with MergerCo surviving the SEAC Merger as a direct, wholly owned Subsidiary of New SEAC (the resulting entity referred to herein as MergerCo or, where specified, the "SEAC Merger Surviving Company");

f. The sixteenth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the SEAC Merger, and prior to the SEAC Merger Surviving Company Domestication and the New SEAC Domestication, SEAC Merger Surviving Company shall distribute all assets lawfully available for distribution by way of dividend (including, for the avoidance of doubt, any amounts of cash remaining in the Trust Account following the SEAC Redemption, Sponsor Repurchase and the SEAC Public Warrant Exchange) (the "Cash Distribution"), following which SEAC Merger Surviving Company will have no assets and, for greater certainty, following which the Exchange Agent shall hold any amounts in the Trust Account to which New SEAC is entitled as a result of the Cash Distribution as agent for the benefit of New SEAC;

g. The seventeenth paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, on the Closing Date or one (1) Business Day prior to the Closing Date (as agreed by the Parties), and at least one calendar day following the Cash Distribution, and subject to the terms and conditions of this Agreement, the SEAC Merger Surviving Company shall transfer by way of continuation from the Cayman Islands (such transfer by way of continuation, including all matters necessary or ancillary in order to effect such transfer by way of continuation, the "SEAC Merger Surviving Company Exit Step") to British Columbia in accordance with the Cayman Islands Companies Act (as revised) (the "Companies Act") and, continue as a British Columbia company (the "SEAC Merger Surviving Company Entrance Step," and, together with the SEAC Merger Surviving Company Exit Step, collectively, the "SEAC Merger Surviving Company Domestication"), all in accordance with the applicable provisions of the *Business Corporations Act* (British Columbia) (the "BC Act");

h. The twenty-first paragraph in the recitals to the Business Combination Agreement is hereby amended and restated in its entirety as follows:

WHEREAS, on the Closing Date or one (1) Business Day prior to the Closing Date (as agreed by the Parties), immediately following and on the same Business Day as the MergerCo Conversion, and subject to the terms and conditions of this Agreement, New SEAC shall transfer by way of continuation from the Cayman Islands (such transfer by way of continuation, including all matters necessary or ancillary in order to effect such transfer by way of continuation, the "New SEAC Exit Step") to British Columbia in accordance with the Cayman Islands Companies Act and, continue as a British Columbia company (the "New SEAC Entrance Step", and, together with the New SEAC Exit Step, the "New SEAC Domestication," and, together with the SEAC Merger Surviving Company Entrance Step, the "Entrance Steps" and, together with the SEAC Merger Surviving Company Domestication, the "Domestications"), all in accordance with the applicable provisions of the BC Act;

i. Section 2.01 the Business Combination Agreement is hereby amended and restated in its entirety as follows:

The Transactions. The Parties agree that the Transactions will be implemented in accordance with and subject to the terms and conditions of, among other things, this Agreement and the Plan of Arrangement. Without limitation to the foregoing, (x) the following shall occur in the following sequence: (i) at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, the Unit Separation, the SEAC Public Warrant Exchange, the SEAC Private Placement Warrant Forfeiture, the Sponsor Repurchase, the Class B Conversion, the SEAC Redemption, the SEAC Merger and the Cash Distribution, will be implemented in accordance with this Agreement, and (ii) one (1) Business Day prior to the Closing Date or on the Closing Date, as agreed upon by the Parties, but at least one calendar day following the Cash Distribution, the Domestications and the MergerCo Conversion will occur, and (y) on the Closing Date, at the Arrangement Effective Time, the Arrangement shall become effective, all with the result that, among other things, StudioCo shall be amalgamated with SEAC Amalco in accordance with the Plan of Arrangement. For certainty (a) upon the terms and subject to the conditions set forth in Article VII, upon the consummation of the SEAC Pre-Arrangement Steps, the Parties shall proceed to effect in a sequential order the SEAC Pre-Arrangement Steps, the MergerCo Amalgamation, the SEAC Amalgamation and the StudioCo Amalgamation, in each case on the terms contemplated in this Agreement and, the Plan of Arrangement, as applicable, and (b) in the event of any conflict between the terms of this Agreement and the Plan of Arrangement in relation to the steps of the Plan of Arrangement, the Plan of Arrangement shall govern.

j. Section 2.08(g) of the Business Combination Agreement is hereby amended and restated in its entirety as follows:

(i) On the terms and subject to the conditions set forth in this Agreement, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately prior to the Class B Conversion, SEAC shall complete the Sponsor Repurchase in accordance with the SEAC Organizational Documents, and SEAC and the Sponsor shall enter into the Sponsor Option Agreement.

(ii) On the terms and subject to the conditions set forth in this Agreement, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Sponsor Repurchase and prior to the SEAC Merger, pursuant to the SEAC Organizational Documents and without any action on the part of any Party or any other Person, 2,010,000 SEAC Class B Ordinary Shares (other than the SEAC Class B Ordinary Shares cancelled and extinguished pursuant to Section 2.08(g)(i), and such 2,010,000 number calculated by including Former SEAC Founder Shares (if any)) shall each automatically convert into one (1) SEAC Class A Ordinary Share, and any SEAC Class B Ordinary Shares and Former SEAC Founder Shares that collectively exceed 2,010,000 and that remain (if any) shall be cancelled and extinguished in accordance with the SEAC Organizational Documents in the Class B Conversion.

(iii) On the terms and subject to the conditions set forth in this Agreement and the applicable Subscription Agreements, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Class B Conversion and prior to the SEAC Merger, SEAC shall issue to the applicable PIPE Investor(s) the Reduction Right Shares (as defined in the applicable Subscription Agreement) in accordance with the applicable Subscription Agreements and to the applicable Discounted Non-Redemption Investors the Additional Shares (as defined in the applicable Discounted Non-Redemption Agreement) in accordance with the applicable Discounted Non-Redemption Agreements (such issuances, the "New Issuances").

k. Section 2.08(h)(ii) of the Business Combination Agreement is hereby amended and restated in its entirety as follows:

On the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Companies Act, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, immediately following the Class B Conversion, the New Issuances, the SEAC Public Warrant Exchange and the forfeiture of the SEAC Private Placement Warrants in accordance with the terms hereof, the SEAC Merger shall occur at the SEAC Merger Effective Time. Following the SEAC Merger Effective Time, the separate existence of SEAC shall be considered to cease and MergerCo shall be considered to continue as the surviving corporation of the SEAC Merger (the "SEAC Merger Surviving Company"), a direct wholly owned subsidiary of New SEAC.

l. Section 2.08(h)(iv) the Business Combination Agreement is hereby amended and restated in its entirety as follows:

On the terms and subject to the conditions set forth in this Agreement, at least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, SEAC and MergerCo shall cause the plan of merger in the form reasonably acceptable to SEAC and LG Parent (the "Plan of Merger"), together with such other documents as may be required in accordance with the applicable provisions of the Companies Act or by any other applicable Law to make the SEAC Merger effective, to be executed and duly submitted for filing with the Cayman Islands Registrar in accordance with the applicable provisions of the Companies Act. The SEAC Merger shall become effective at such time as the Plan of Merger is duly registered by the Cayman Islands Registrar, or at such later time as MergerCo and SEAC mutually agree in writing with the written consent of LG Parent (which consent shall not be unreasonably conditioned, withheld or delayed) (subject to the requirements of the Companies Act) and as set forth in the Plan of Merger (such date and time as the SEAC Merger becomes effective, the "SEAC Merger Effective Time").

m. Section 2.08(i) of the Business Combination Agreement is hereby amended and restated in its entirety as follows:

At least one (1) Business Day prior to the Closing Date, or such other time as agreed upon by the Parties, and at least one (1) calendar day prior to the SEAC Merger Surviving Company Domestication and the New SEAC Domestication, SEAC Merger Surviving Company shall distribute all assets lawfully available for distribution by way of dividend (including, for the avoidance of doubt, any amounts of cash remaining in the Trust Account following the SEAC Redemption, the Sponsor Redemption and the SEAC Public Warrant Exchange), following which SEAC Merger Surviving Company will have no assets.

n. Section 2.08(j)(i) of the Business Combination Agreement is hereby amended and restated in its entirety as follows:

(i) On the terms and subject to the conditions set forth in this Agreement, on the Closing Date or one (1) Business Day prior to the Closing Date, as agreed upon by the Parties, and at least one (1) calendar day following the Cash Distribution but prior to the MergerCo Conversion, the SEAC Merger Surviving Company shall change its jurisdiction of incorporation from the Cayman Islands to British Columbia by (A) deregistering as a Cayman Islands exempted company pursuant to and in accordance with Sections 206 through 209 of the Companies Act and (B) continuing and domesticating as a British Columbia company in accordance with the applicable provisions of the BC Act. The SEAC Merger Surviving Company will effect the SEAC Merger Surviving Company Domestication by (1) filing all applicable notices, undertakings and other documents required to be filed, in form and substance reasonably satisfactory to LG Parent, paying all applicable fees

required to be paid, and causing the satisfaction of all other conditions to deregistration required to be satisfied, in each case, under Section 206 of the Companies Act and in accordance therewith and (2) filing its BC Continuation Application and such other documents required by the Registrar in accordance with the BC Act. The SEAC Merger Surviving Company's Entrance Step shall become effective under the BC Act at the time the Certificate of Continuation for the SEAC Merger Surviving Company is issued by the Registrar pursuant to section 303(2) of the BC Act. The time at which the SEAC Merger Surviving Company Domestication actually becomes effective under the BC Act is referred to herein as the "SEAC Merger Surviving Company Domestication Effective Time."

o. Section 2.08(l)(i) of the Business Combination Agreement is hereby amended and restated in its entirety as follows:

(i) On the terms and subject to the conditions set forth in this Agreement, on the Closing Date or one (1) Business Day prior to the Closing Date, as agreed upon by the Parties, immediately following and on the same Business Day as the MergerCo Conversion, New SEAC shall change its jurisdiction of incorporation from the Cayman Islands to British Columbia by (i) deregistering as a Cayman Islands exempted company pursuant to and in accordance with Sections 206 through 209 of the Companies Act and (ii) continuing and domesticating as a British Columbia company in accordance with the applicable provisions of the BC Act. New SEAC will effect the New SEAC Domestication by (A) filing all applicable notices, undertakings and other documents required to be filed, in form and substance reasonably satisfactory to LG Parent, paying all applicable fees required to be paid, and causing the satisfaction of all other conditions to deregistration required to be satisfied, in each case, under Section 206 of the Companies Act and in accordance therewith and (B) filing its BC Continuation Application and such other documents required by the Registrar in accordance with the BC Act. New SEAC's Entrance Step shall become effective under the BC Act at the time the Certificate of Continuation is issued by the Registrar pursuant to section 303(2) of the BC Act. The time at which the New SEAC Domestication actually becomes effective under the BC Act is referred to herein as the "New SEAC Domestication Effective Time."

2. Effect on Business Combination Agreement. Amendment No. 2 shall amend and supersede the Business Combination Agreement and the other Transaction Documents to the extent of the terms hereof. The Business Combination Agreement and the other Transaction Documents, except as amended and superseded hereby, are and shall remain in full force and effect. In the event of a conflict of the terms of Amendment No. 2, on the one hand, and the Business Combination Agreement and the other Transaction Documents, including Amendment No. 1, on the other hand, the terms of Amendment No. 2 shall control. From and after the date hereof, each reference in the Business Combination Agreement to "this Agreement", "hereof", or "hereunder" or words of like import, and all references to the Business Combination Agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature shall be deemed to mean the Business Combination Agreement, as modified by Amendment No. 1 and Amendment No. 2; provided, that, for the avoidance of doubt, references to "the date of this Agreement" shall be deemed to refer to December 22, 2023 unless otherwise expressly stated.

3. Entire Agreement. This Amendment No. 2, together with the Business Combination Agreement and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede, except as set forth in Section 6.03(b) of the Business Combination Agreement, all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof, except for the Confidentiality Agreement.

4. Counterparts; Facsimile Signatures. Amendment No. 2 may be executed by facsimile or other electronic means in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 as of the date first above written.

SCREAMING EAGLE ACQUISITION CORP.

By: /s/ Eli Baker
Name: Eli Baker
Title: Chief Executive Officer and Director

SEAC II CORP.

By: /s/ Eli Baker
Name: Eli Baker
Title: Director

SEAC MERGERCO

By: /s/ Eli Baker
Name: Eli Baker
Title: Director

1455941 B.C. UNLIMITED LIABILITY COMPANY

By: /s/ Eli Baker
Name: Eli Baker
Title: Director

[*Signature Page to Amendment No. 2 to the BCA]*

LIONS GATE ENTERTAINMENT CORP.

By: /s/ James W. Barge
Name: James W. Barge
Title: Chief Financial Officer

LG SIRIUS HOLDINGS ULC

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

LG ORION HOLDINGS ULC

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

[*Signature Page to Amendment No. 2 to the BCA]*

Exhibit 5.1

Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver, BC, Canada V6C 3R8

dentons.com

May 13, 2024

Lionsgate Studios Corp.
2700 Colorado Avenue
Santa Monica, California 90404

Dear Sirs/Mesdames:

Re: Lionsgate Studios Corp. - Registration Statement on FormS-1

We have acted as Canadian counsel to Lionsgate Studios Corp. ("**PubCo**"), a British Columbia Company, Lions Gate Entertainment Corp. ("**Lionsgate**"), a British Columbia company, LG Sirius Holdings ULC ("**Studio Holdco**"), a British Columbia unlimited liability company and a wholly-owned subsidiary of Lionsgate, and LG Orion Holdings ULC ("**StudioCo**"), a predecessor company to PubCo, in connection with the initial filing of a Registration Statement on Form S-1 (as amended, the "**Registration Statement**") by SEAC II Corp. ("**New SEAC**"), a predecessor company to PubCo, with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933 (the "**Securities Act**").

Screaming Eagle Acquisition Corp. ("**SEAC**"), a Cayman Islands exempted company, New SEAC, Studio Holdco, StudioCo, SEAC MergerCo, a Cayman Islands exempted company ("**MergerCo**"), and 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company ("**New BC Sub**"), entered into a business combination agreement dated December 22, 2023, as amended on April 11, 2024, and May 9, 2024 (as amended, the "**Business Combination Agreement**") relating to a series of Transactions.

Capitalized terms used herein without express definition have the meanings ascribed to them in the Business Combination Agreement. This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act.

The Registration Statement relates to Transactions that include the issuance by PubCo of certain PubCo Common Shares, including (i) up to 35,000,000 PubCo Common Shares (the "**PIPE Shares**") to investors (the "**PIPE Investors**") in accordance with the terms of the subscription agreements that SEAC, New SEAC and Lionsgate entered into with the PIPE Investors concurrently with the execution of the Business Combination Agreement, on April 11, 2024, on May 10, 2024, or otherwise prior to the Closing (the "**Subscription Agreements**") to be issued following the Amalgamations and subject to the satisfaction or waiver of the conditions set forth in section 2 of each Subscription Agreement, including the payment by the PIPE Investor of the consideration for such PubCo Common Shares, and (ii) the PubCo Common Shares issued pursuant to the StudioCo Amalgamation (the "**Amalgamation Shares**").

The Transactions contemplated by the Business Combination Agreement include, among other things, and on the timeline described in the Business Combination Agreement, where certain of the Transactions described below have occurred prior to May 13, 2024:

(i) SEAC merges with and into MergerCo (the "**SEAC Merger**") with MergerCo surviving the SEAC Merger as a direct, wholly-owned subsidiary of New SEAC (the resulting entity referred to herein as MergerCo or, where specified, the "**SEAC Merger Surviving Company**");

(ii) SEAC Merger Surviving Company distributes all of its assets lawfully available for distribution to New SEAC by way of a cash dividend;

(iii) SEAC Merger Surviving Company transfers by way of continuation from the Cayman Islands to British Columbia in accordance with the Cayman Islands Companies Act (as revised) (the "**Companies Act**") and the *Business Corporations Act* (British Columbia) (the "**BC Act**") and converts to a British Columbia unlimited liability company in accordance with the BC Act (the "**MergerCo Domestication and Conversion**");

(iv) New SEAC transfers by way of continuation from the Cayman Islands (the "**New SEAC Domestication**", and together with the MergerCo Domestication and Conversion, the "**Domestications**") to British Columbia in accordance with the Companies Act and continues as a British Columbia company in accordance with the applicable provisions of the BC Act;

(v) on the Closing Date, pursuant to an arrangement under Division 5 of Part 9 of the BC Act (the "**Arrangement**"), on the terms and subject to the conditions set forth in the plan of arrangement in respect of the Arrangement (the "**Plan of Arrangement**"):

a. SEAC Merger Surviving Company and New BC Sub amalgamate (the "**MergerCo Amalgamation**") to form one corporate entity ("**MergerCo Amalco**"), with the attributes and effects set out in the Plan of Arrangement;

b. New SEAC and MergerCo Amalco amalgamate (the "**SEAC Amalgamation**") to form one corporate entity ("**SEAC Amalco**"), with the attributes and effects set out in the Plan of Arrangement; and

c. StudioCo and SEAC Amalco amalgamate (the "**StudioCo Amalgamation**" and together with the MergerCo Amalgamation and the SEAC Amalgamation, the "**Amalgamations**") to continue as one company, PubCo, with the name Lionsgate Studios Corp. and with the attributes and effects set out in the Plan of Arrangement.

(vi) at the time of the StudioCo Amalgamation:

a. pursuant to the Plan of Arrangement, each then issued and outstanding SEAC Amalco Class A Common Share is cancelled and in consideration therefore the holder of each SEAC Amalco Class A Common Share receives for each such cancelled SEAC Amalco Class A Common Share, one fully paid and non-assessable PubCo Common Share,

b. pursuant to the Plan of Arrangement, each then issued and outstanding StudioCo Common Share is cancelled and in consideration therefore the holder of each StudioCo Common Share receives, for each such cancelled StudioCo Common Share, a number of PubCo Common Shares equal to the StudioCo Issuance Amount, and,

c. the property, rights, and interests of SEAC Amalco become the property, rights, and interests of PubCo, and PubCo is liable for all of the liabilities and obligations of SEAC Amalco, and

(vii) following the StudioCo Amalgamation, in accordance with the approval and authorization of the PubCo Board by consent resolution (the "**PubCo Authorizing Resolution**") and upon the satisfaction or waiver of the conditions set forth in section 2 of each Subscription Agreement, including the payment by each PIPE Investor to PubCo of the consideration for the PIPE Shares, the issuance by PubCo of the PIPE Shares to the PIPE Investors in accordance with the terms of the Subscription Agreements.

Documents Reviewed

As Canadian counsel to PubCo, StudioCo, Studio Holdco, and Lionsgate, we have participated in the preparation of and examined original executed or electronically delivered copies, which have been certified or otherwise identified to our satisfaction as of the date of this opinion, of each of the following (collectively, the "**Documents**"):

1. the Business Combination Agreement;
2. the Plan of Arrangement;
3. the Registration Statement;
4. the executed Subscription Agreements;
5. the form of the PubCo Authorizing Resolution approving, among other things, the issuance of the PIPE Shares; and,
6. the notice of articles and articles of PubCo effective upon the StudioCo Amalgamation.

We have also made such investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and of such other certificates, documents and records as we considered necessary or relevant for purposes of the opinions expressed below, including certificates signed by a senior officer of PubCo, StudioCo, Studio Holdco, and Lionsgate dated as of the date hereof addressed to our firm, containing certain corporate information of a factual nature and attaching the articles of those corporations and the authorizing resolutions of those corporations regarding the Transactions (each an "**Officer's Certificate**", and together the "**Officer's Certificates**").

Except as otherwise noted herein, we have not conducted or caused to be conducted any searches, enquiries, investigations or reviews relating to any agreement, instrument, judgment, rule, regulation, order, lien or third party interest to which PubCo (or any of its predecessors) will be subject or by which any of its property, assets, undertakings, rights or interests may be bound, or any litigation or governmental or regulatory proceedings commenced, pending or threatened against or affecting PubCo (or any of its predecessors) or any of its future property, assets, undertakings, rights or interests.

Assumptions and Reliance

In our examinations, we have assumed:

(a) that all individuals executing the documents we reviewed had the requisite legal capacity;

(b) the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies thereof and the authenticity of such originals;

(c) all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;

(d) all facts set forth in the Officer's Certificates are complete, true and accurate;

(e) each of the corporate entities which are, or which will be, parties to each of the Documents (other than PubCo, StudioCo, Studio Holdco, and Lionsgate) is validly incorporated or formed and existing in accordance with the laws under which it is incorporated or formed at the time such entity executes and delivers a Document;

(f) that, when executed and delivered by the parties thereto and at Closing, each of the Documents is in the form provided to us for our review in connection with this opinion, excepting changes of a typographic nature;

(g) that each of the Documents has been, or will be prior to Closing, duly authorized and is within the power, capacity and authority of each of the parties thereto (other than StudioCo, Studio Holdco, and Lionsgate);

(h) that each of the Documents has been, or will be prior to Closing, duly executed and delivered by each of the parties thereto (other than PubCo, StudioCo, Studio Holdco, and Lionsgate) in accordance with all requirements under the laws of the jurisdiction where such party was formed and in accordance with the provisions of its constitutional and formation documents;

(i) that each of the Documents constitutes, or will constitute prior to Closing, a legal, valid and binding obligation of the parties thereto, other than the PubCo, StudioCo, Studio Holdco, and Lionsgate, and is, or will be, enforceable against such parties in accordance with its terms;

(j) all necessary consents, authorizations, approvals, permits or certificates (governmental or otherwise) which are required as a condition to the execution and delivery of each of the Documents by the parties thereto and to the consummation by such parties of the transactions contemplated thereby have been, or will be, obtained prior to the execution and delivery of each of the respective Document;

(k) the minute books and corporate records of PubCo made available to us are the original minute books and records of PubCo and contain all of the articles and constating documents of PubCo and any amendments thereto and all of the respective minutes, or copies thereof, of all proceedings of the shareholders and directors, and there are no changes, alterations, or amendments to the articles and constating documents of PubCo prior to the effective time of the StudioCo Amalgamation;

(l) at all material times, no order of a competent regulatory authority will have been issued to cease the trade or distribution of any of the Parties' securities or that affects any person or company who engages in such a trade and no court judgment, order, decree, injunction, decision or ruling will be in effect which prevents the trade or distribution of any of the Parties' securities or that affects any person or company who engages in such a trade;

(m) that if any obligation under any document is required to be performed in a jurisdiction outside of the Province of British Columbia, the performance of that obligation will not be illegal under the laws of that jurisdiction;

(n) the PubCo Authorizing Resolution (i) will be, or has been, fully executed and delivered immediately following the StudioCo Amalgamation by all of the directors of PubCo appointed in accordance with the Plan of Arrangement, (ii) is in the form provided to us for review prior to the date of this opinion, (iii) will have an effective date of the Closing Date, and (iv) will be filed in the record books of PubCo on the Closing Date;

(o) all of the conditions to the obligations of the Parties to consummate the Transactions in the Business Combination Agreement, including without limitation Article VII of the Business Combination Agreement, have been met and satisfied, and none of the conditions were waived, even if the Business Combination Agreement entitled a Party to waive a condition;

(p) that prior to effecting the Domestications all necessary action will have been taken under the applicable laws of the Cayman Islands to authorize and permit the Domestications, and any and all consents, approvals and authorizations from applicable Cayman Islands governmental and regulatory authorities required to authorize and permit the Domestications will have been obtained; and

(q) that prior to the issuance of any PubCo Common Shares: (i) the Domestications and the other Transactions contemplated by the Business Combination Agreement to be consummated prior to the StudioCo Amalgamation, including the SEAC Pre-Arrangement Steps, will have been completed; and (ii) the Arrangement Effective Time will have occurred.

With respect to our opinions expressed herein, we have relied, as to matter of fact expressed therein, upon the Officer's Certificates exclusively and without independent investigation; however, we are not aware of any fact or circumstance which would disentitle us to rely on the Officer's Certificates.

Jurisdiction

The opinions set out herein are limited to matters governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Opinion

Based upon the foregoing and subject to the assumptions, qualifications, and limitations herein contained, we are of the opinion that:

1. At the effective time of the StudioCo Amalgamation the Amalgamation Shares will be validly issued as fully paid and non-assessable common shares in the capital of the PubCo.

2. Following the effective time of the StudioCo Amalgamation, when issued in compliance with the PubCo Authorizing Resolution and the terms of the Subscription Agreements, including the receipt by PubCo of any consideration required, the PIPE Shares will be validly issued as fully paid and non-assessable common shares in the capital of PubCo.

Qualifications

Whenever our opinion refers to securities of PubCo, whether issued or to be issued, as being "fully-paid and non-assessable", such phrase means that the holders of such securities will not, after the issuance to them of such securities, be liable to pay further amounts to PubCo in respect of the issue price payable for such securities, and no opinion is expressed as to the adequacy of any consideration received by PubCo therefor.

For greater certainty, a specific assumption, limitation or qualification in this opinion is not to be interpreted to restrict the generality of any other assumption, limitation or qualification expressed in general terms in this opinion that includes the subject matter of the specific assumption, limitation or qualification.

Effective Date and Reliance

This opinion is effective as of the date hereof, relates exclusively to the Transactions contemplated in the Business Combination Agreement, the Plan of Arrangement, and the Subscription Agreements, and may not be relied upon by any other person other than the addressee hereof, or for any other purpose without our express prior written consent.

The opinions are given as at the date hereof and we disclaim any obligation or undertaking to advise any person of any change in law or fact that may come to our attention after the date hereof. Our opinions do not take into account any proposed rules, policies or legislative changes that may come into force following the date hereof.

We hereby consent to the reference to us under the heading "Legal Matters" in the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 or Section 11 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Yours truly,

/s/ Dentons Canada LLP

Exhibit 10.9

AMENDMENT TO

VOTING AND STANDSTILL AGREEMENT

dated as of

May 13, 2024

among

LIONS GATE ENTERTAINMENT CORP.,

LIONSGATE STUDIOS CORP.,

LIBERTY GLOBAL VENTURES LIMITED,

DISCOVERY LIGHTNING INVESTMENTS LTD.,

MHR FUND MANAGEMENT, LLC,

LIBERTY GLOBAL LTD.,

WARNER BROS. DISCOVERY, INC.

and

the Mammoth Funds (as defined herein)

AMENDMENT TO VOTING AND STANDSTILL AGREEMENT

This AMENDMENT TO VOTING AND STANDSTILL AGREEMENT (this "**Amendment**") dated as of May 13, 2024 among MHR Fund Management, LLC, a Delaware limited liability company ("**Mammoth**"), the affiliated funds of Mammoth party hereto (the "**Mammoth Funds**"), Liberty Global Ventures Limited (f/k/a Liberty Global Incorporated Limited), a limited company organized under the laws of England and Wales ("**Leopard**"), Discovery Lightning Investments Ltd., a limited company organized under the laws of England and Wales ("**Dragon**"), Lions Gate Entertainment Corp., a corporation organized under the laws of British Columbia, Canada (subject to Section 1.02(b) thereto, "**LGEC**"), Lionsgate Studios Corp., a corporation organized under the laws of British Columbia, Canada ("**Pubco**"), Liberty Global Ltd. (f/k/a Liberty Global plc), a Bermuda exempted company limited by shares ("**Leopard Parent**"), and Warner Bros. Discovery, Inc. (f/k/a Discovery Communications, Inc.), a Delaware corporation ("**Dragon Parent**" and, together with Mammoth and Leopard Parent, the "**Investors**" and each, an "**Investor**") (collectively the "**Parties**").

W I T N E S S E T H :

WHEREAS, the Parties entered into a Voting and Standstill Agreement, dated as of November 10, 2015, as amended on June 30, 2016 (the "**Agreement**"; capitalized terms used but not defined herein shall have the meanings set forth in the Agreement); and

WHEREAS, LGEC, Screaming Eagle Acquisition Corp., a Cayman Islands exempted company, SEAC II Corp., a Cayman Islands exempted company and predecessor-in-interest to Pubco, SEAC MergerCo, a Cayman Islands exempted company, 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company, LG Sirius Holdings ULC, a British Columbia unlimited liability company and LG Orion Holdings ULC, a British Columbia unlimited liability company, entered into a Business Combination Agreement, dated as of December 22, 2023, (the "**Business Combination Agreement**", and the transactions contemplated therein, the "**Transactions**") upon the terms and subject to the conditions in force on such date; and

WHEREAS, in connection with the Business Combination Agreement and Transactions, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereto agree as follows:

1. **Addition of Pubco**. Pubco hereby agrees to the provisions of, and joins as a party to, the Agreement as in effect as of the date hereof *mutatis mutandis*, and all references to "Company" in the Agreement shall be deemed to refer to each of the Company and Pubco, as applicable. By executing below, Pubco is deemed to have executed the Agreement with the same force and effect as if originally named a party thereto. For the avoidance of doubt, the Parties acknowledge that the provisions of Article 2 (excluding Section 2.01(c)), Section 3.01 and Section 3.04 of the Agreement do not apply to Pubco.

2. **Investor Rights Agreement**. The Parties hereby agree that all references in the Agreement to the Investor Rights Agreement shall, solely with respect to Pubco, be deemed to refer to the Investor Rights Agreement by and among Pubco, Leopard, Leopard Parent, Dragon, Dragon Parent, Mammoth and the Mammoth Funds, dated as of May 13, 2024 (the "Pubco IRA"), and the reference to Section 4.01(a) of the Investor Rights Agreement in Section 4.04(c) of the Agreement shall not apply with respect to Pubco.

3. **Other Amendments**.

(a) The definition of "Excess Securities" is hereby amended and restated in its entirety as follows:

"Excess Securities" means such number of Voting Securities representing the amount of Voting Power, if any, by which the Voting Power represented by Voting Securities beneficially owned, in the aggregate, by all LD Investors and their respective Affiliates and any Person that is a member

of a group with any such Persons with respect to Company Securities exceeds (y) in the case of the Company, 18.5% of the Total Voting Power and (z) in the case of Pubco, 16.02% of the Total Voting Power. For the purposes of the definition of "Excess Securities," Mammoth and its Affiliates shall not under any circumstances constitute part of a "group" with the LD Investors or any of their Affiliates.

(b) The fourth sentence of Section 6.03 is hereby amended and restated in its entirety as follows:

For the avoidance of doubt, the parties acknowledge and agree that it is intended that each of the Company**(or Pubco, as applicable)** and Mammoth are separate beneficiaries of all the **LD** Investors' obligations under this Agreement and, accordingly, each of the Company **(or Pubco, as applicable)** and Mammoth shall be separately entitled to bring an action seeking an injunction to prevent breaches of, or enforce compliance with, such obligations, and any waiver of such obligations shall require the written waiver of each of the Company **(or Pubco, as applicable)** and Mammoth separately; *provided* that if Mammoth (together with its Affiliates) ceases to beneficially own at least 5,000,000 Common Shares (adjusted for any stock split, stock dividend, reverse stock split or similar event), Mammoth shall no longer be entitled to enforce, or be required to waive or to consent to any waiver by the Company **(or Pubco, as applicable)** of, such obligations of the **LD** Investors.

(c) Section 5.01 is hereby amended and restated in its entirety as follows:

Termination. With respect to the Company, this Agreement shall automatically terminate, without any further action by any Person, upon (i) the written agreement of each party hereto to terminate this Agreement or (ii) the occurrence of any Change of Control Transaction resulting in the creation of a New Company pursuant to clause (a) of the definition thereof. With respect to Pubco, this Agreement shall automatically terminate upon the termination of the Pubco IRA.

4. **M**. Any and all references to M shall be deemed deleted and nonexistent for any and all purposes under the Agreement and, for the avoidance of doubt, as of the date hereof, M shall not be a party to the Agreement thereto.

5. **Investor Board Designees**. Solely with respect to Pubco, LGEC hereby agrees that, for so long as any Investor has the right to nominate at least one Investor Designee, LGEC shall, and shall cause each of its Controlled Persons to, (i) cause the Voting Securities of Pubco beneficially owned by LGEC and/or any of its Controlled Persons to be voted in favor of all Investor Designees of any Investor and (ii) not vote any of the Voting Securities beneficially owned by LGEC and/or any of its Controlled Persons in favor of the removal of any Investor Designee of any Investor; *provided* that, if an Investor entitled to nominate any such director shall request in writing the removal of such director, LGEC shall, and shall cause each of its Controlled Persons to, vote the Voting Securities beneficially owned by LGEC and/or any of its Controlled Persons in favor of such removal.

6. **No Other Changes**. All terms of the Agreement, except as amended by this Amendment, remain in full force and effect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LIBERTY GLOBAL LTD.

By: /s/ Bryan H. Hall
Name: Bryan H. Hall
Title: EVP, General Counsel & Secretary

LIBERTY GLOBAL VENTURES LIMITED

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Director

For Notices:

Liberty Global Ltd.
1550 Wewatta Street
Suite 1000
Denver, Colorado 80202
Attention: General Counsel, Legal Department
E-mail: LegalUS@libertyglobal.com

with a copy to:

Liberty Global Ventures Limited
Griffin House
161 Hammersmith Road
London, United Kingdom, W6 8BS
Attention: General Counsel, Legal Department
E-mail: LegalUS@libertyglobal.com

with a copy (which shall not
constitute notice) to:

A&O Shearman
599 Lexington Avenue
New York, NY 10022
Attention: Daniel Litowitz
Cody Wright
E-mail: daniel.litowitz@aoshearman.com
cody.wright@aoshearman.com

DISCOVERY LIGHTNING INVESTMENTS LTD.

By: /s/ Roanne Lea Weekes
Name: Roanne Lea Weekes
Title: Director

For Notices:

Discovery Lightning Investments Ltd.
c/o Warner Bros. Discovery, Inc.
230 Park Avenue South
New York, NY 10003
Attention: Tara L. Smith, Executive Vice President, Legal, Capital Markets & Corporate Secretary, Global Head of ESG
E-mail: Tara.Smith@wbd.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard E
New York, NY 10001
Attention: Jonathan E. Levitsky
Benjamin R. Pedersen
E-mail: jelevitsky@debevoise.com
brpeders@debevoise.com

[*Signature Page to Amendment to Standstill and Voting Agreement*]

MHR FUND MANAGEMENT, LLC

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

For Notices:

MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Email: jyeung@mhrfund.com

with a copy (which shall not constitute notice) to:

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attention: David I. Schultz
Email: dschultz@omm.com

[*Signature Page to Amendment to Standstill and Voting Agreement*]

WARNER BROS. DISCOVERY, INC.

By: /s/ Tara L. Smith
Name: Tara L. Smith
Title: Executive Vice President, Legal, Capital Markets & Corporate

For Notices:

Warner Bros. Discovery, Inc.
230 Park Avenue South
New York, NY 10003
Attention: Tara L. Smith, Executive Vice President, Legal, Capital Markets & Corporate Secretary, Global Head of ESG
E-mail: Tara.Smith@wbd.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard E
New York, NY 10001
Attention: Jonathan E. Levitsky
Benjamin R. Pedersen
E-mail: jelevitsky@debevoise.com
brpeders@debevoise.com

[*Signature Page to Amendment to Standstill and Voting Agreement*]

MHR CAPITAL PARTNERS MASTER ACCOUNT LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR CAPITAL PARTNERS (100) LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR INSTITUTIONAL PARTNERS II LP

By: MHR Institutional Advisors II LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR INSTITUTIONAL PARTNERS IIA LP

By: MHR Institutional Advisors II LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR INSTITUTIONAL PARTNERS III LP

By: MHR Institutional Advisors III LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

[*Signature Page to Amendment to Standstill and Voting Agreement*]

LIONS GATE ENTERTAINMENT CORP.

By: /s/ James W. Barge
Name: James W. Barge
Title: Chief Financial Officer

For Notices:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: Bruce Tobey, General Counsel Email:
btobey@lionsgate.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: David E. Shapiro
Email: DEShapiro@wlrk.com

LIONSGATE STUDIOS CORP.

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

For Notices:

c/o Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: Bruce Tobey, General Counsel
Email: btobey@lionsgate.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: David E. Shapiro
Email: DEShapiro@wlrk.com

[*Signature Page to Amendment to Standstill and Voting Agreement*]

Exhibit 10.10

INVESTOR RIGHTS AGREEMENT

dated as of

May 13, 2024

among

MHR FUND MANAGEMENT, LLC,

LIBERTY GLOBAL VENTURES LIMITED,

DISCOVERY LIGHTNING INVESTMENTS LTD.,

LIONSGATE STUDIOS CORP.,

LIBERTY GLOBAL LTD.,

WARNER BROS. DISCOVERY, INC.

and

the Mammoth Funds (as defined herein)

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INVESTOR RIGHTS AGREEMENT

INVESTOR RIGHTS AGREEMENT (this "Agreement") dated as of May 13, 2024 among MHR Fund Management, LLC, a Delaware limited liability company ("Mammoth"), Liberty Global Ventures Limited, a limited company organized under the laws of England and Wales ("Leopard"), Discovery Lightning Investments Ltd., a limited company organized under the laws of England and Wales ("Dragon"), Lionsgate Studios Corp., a corporation organized under the laws of British Columbia, Canada (the "Company"), Liberty Global Ltd., an exempted company limited by shares organized under the laws of Bermuda ("Leopard Parent"), Warner Bros. Discovery, Inc. (f/k/a Discovery Communications, Inc.), a Delaware corporation ("Dragon Parent" and, together with Mammoth and Leopard Parent, the "Investors" and each, an "Investor"), and the affiliated funds of Mammoth party hereto (the "Mammoth Funds").

W I T N E S S E T H :

WHEREAS, Lions Gate Entertainment Corp., a corporation organized under the laws of British Columbia, Canada ("LGEC"), and the Investors are parties to that certain investor rights agreement, dated as of November 10, 2015, as amended by Amendment No. 1 dated as of June 30, 2016 (the "LGEC IRA");

WHEREAS, on December 22, 2023, LGEC entered into a Business Combination Agreement with Screaming Eagle Acquisition Corp., a Cayman Islands exempted company ("SEAC"), LG Sirius Holdings ULC, a British Columbia unlimited liability company and a wholly-owned subsidiary of LGEC, LG Orion Holdings ULC, a British Columbia unlimited liability company and a wholly-owned subsidiary of LGEC ("Target"), SEAC MergerCo, a Cayman Islands exempted company and wholly-owned subsidiary of SEAC, SEAC II Corp., a Cayman Islands exempted company and wholly-owned subsidiary of SEAC ("New SEAC"), and 1455941 B.C. Unlimited Liability Company, a British Columbia unlimited liability company and a wholly-owned subsidiary of SEAC, pursuant to which, among other things, New SEAC amalgamated with Target to form the Company (the "Amalgamation") (such agreement, as amended, supplemented, restated or otherwise modified from time to time, the "Business Combination Agreement," and the transactions contemplated by the Business Combination Agreement, including the Amalgamation, the "Transaction");

WHEREAS, following the completion of the Transaction, LGEC is the beneficial owner of 86.6% of the common shares, without par value, of the Company (such common shares, and any other any other security into which such common shares may hereafter be converted or changed, the "Company Common Shares") issued and outstanding as of the date hereof;

WHEREAS, the Company, LGEC and certain of the Investors are party to that certain voting and standstill agreement, dated as of November 10, 2015, as amended on June 30, 2016 and the date hereof (the "Voting and Standstill Agreement"); and

WHEREAS, in connection with the closing of the Transaction and the amendment to the Voting and Standstill Agreement, the parties hereto wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions.

(a) As used herein, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, (i) any Controlled Person of such Person, (ii) any other Person directly or indirectly controlling, controlled by or under common control with such Person or (iii) any Person (and its Subsidiaries) in relation to which such Person or any of its Controlled Persons is required, from time to time, whether alone or as part of a group, to make or maintain a filing with the SEC on Schedule 13D. For the purpose of this definition, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided that in no event shall LGEC, the Company or any of their Subsidiaries or controlled Affiliates be considered an Affiliate of any Investor or any of its Subsidiaries, Affiliates, portfolio companies or affiliated investment funds (in each case, other than LGEC, the Company and their Subsidiaries and controlled Affiliates), nor shall any Investor or any of its Subsidiaries, Affiliates, portfolio companies or affiliated investment funds (in each case, other than LGEC, the Company and their Subsidiaries and controlled Affiliates) be considered to be an Affiliate of LGEC, the Company or any of their Subsidiaries or controlled Affiliates.

"Applicable Exchange Rules" means the requirements of the rules, regulations or listing standards promulgated by any national securities exchange on which the Company Common Shares are traded.

"Applicable Law" means, with respect to any Person, any transnational, domestic or foreign federal, provincial, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"beneficially own" or "beneficial ownership" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act; provided that (i) the words "within 60 days" in Rule 13d-3(d)(1)(i) shall be disregarded for the purposes of this Agreement and (ii) a Person shall also be deemed to be the beneficial owner of, without duplication, (a) all Common Shares which such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any rights in connection with any securities or any agreement, arrangement or understanding (whether or not in writing), regardless of when such rights may be exercised and whether they are conditional, (b) all Common Shares which such Person has or shares the right to vote or dispose (provided that no Investor will be deemed to beneficially own Common Shares by virtue of this Agreement, the LGEC IRA, the Voting and Standstill Agreement or any agreement or arrangement among the Investors related thereto), (c) all Common Shares to which such Person has economic exposure through any derivative transaction that gives such Person the economic equivalent of ownership of an amount of Common

Shares due to the fact that the value of the derivative is explicitly determined by reference to the price or value of Common Shares, or which provides such Person an opportunity, directly or indirectly, to profit, or to share in any profit, derived from any increase in the value of Common Shares, in any case without regard to whether (x) such derivative conveys any voting rights in Common Shares to such Person, (y) the derivative is required to be, or capable of being, settled through delivery of Common Shares, or (z) such Person may have entered into other transactions that hedge the economic effect of such beneficial ownership of Common Shares, and (d) for the avoidance of doubt, all Common Shares that are subject to a Hedging Transaction by such Person, except to the extent such Common Shares are delivered to the Hedging Counterparty in respect of (x) the settlement, termination or cancellation of such Hedging Transaction or (y) a foreclosure by the Hedging Counterparty; and provided, further, that no Investor will be deemed to beneficially own Common Shares by virtue of this Agreement, the LGEC IRA, the Voting and Standstill Agreement or any agreement or arrangement among the Investors related thereto.

"Board" means the board of directors of the Company.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in Vancouver, British Columbia or New York, New York are authorized or required by Applicable Law to close.

"Change of Control Transaction" means: (i) a transaction whereby any Person or group would acquire, directly or indirectly, Voting Securities representing more than 50% of the Total Voting Power; (ii) the sale of all or substantially all of the consolidated assets of the Company and its Subsidiaries; or (iii) a merger, consolidation, recapitalization or reorganization of the Company, unless securities representing more than 50% of the total voting power of the Successor Company are immediately thereafter beneficially owned, directly or indirectly, by the Persons who beneficially owned the Company's outstanding Voting Securities immediately prior to such transaction.

"Common Equivalents" means (i) with respect to Common Shares, the number of Common Shares, and (ii) with respect to any Company Securities or LGEC Securities that are convertible or exercisable into or exchangeable for Common Shares, the number of Common Shares issuable in respect of the conversion, exercise or exchange of such securities into Common Shares.

"Common Shares" means Company Common Shares or LGEC Common Shares, as applicable.

"Company Securities" means (i) the Company Common Shares, (ii) securities convertible or exercisable into, or exchangeable for, Company Common Shares, (iii) any other Voting Securities, (iv) any other equity or equity-linked security issued by the Company, (v) options, warrants or other rights to acquire any of the foregoing, and (vi) Subsidiary Securities (in each case whether or not issued by the Company or its Subsidiaries). For the avoidance of doubt, each of the foregoing (i) through (vi) shall include any securities exposure to which is held in derivative form.

"Controlled Person" means, with respect to any Person, any other Person controlled by such Person. For the purpose of this definition, the term "control" (including, with a correlative meaning, the term "controlled by"), as used with respect to any Person, means either (i) beneficial ownership, directly or indirectly, of securities of any Person that represent 50% or more of the vote in the election of directors (or equivalent) or otherwise entitle the holder to nominate or designate a majority of the directors (or equivalent), or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. With respect to any LD Investor, a Controlled Person shall also include any Person which is jointly controlled by such LD Investor and one or more other LD Investors (and beneficial ownership shall be aggregated for such purposes). With respect to Mammoth, a Controlled Person shall also include any investment fund or investment vehicle that is managed or advised by Mammoth or one of its Affiliates.

"Effective Time" has the meaning ascribed to "Arrangement Effective Time" in the Plan of Arrangement (as defined in the Business Combination Agreement).

"Exchange Act" means the Securities Exchange Act of 1934.

"Financial Institution" means a bank of internationally recognized standing that acts as a lender, secured party or other counterparty in Hedging Transactions and Financing Transactions without the purpose of influencing or controlling the management or policies of the Person that issued the equity securities pledged in such Financing Transactions or Hedging Transactions.

"Financing Counterparty" means any Financial Institution acting as lender, secured party or other counterparty in connection with a Financing Transaction.

"Financing Transaction" means any *bona fide* loan, borrowing or other transaction (other than any Hedging Transaction) used to finance, or refinance, the acquisition or holding by an Investor or any of its Controlled Persons of any Company Securities or LGEC Securities, as applicable, that (i) could not result in any Investor or any of its Controlled Persons ceasing to have the power to vote or direct the voting of any such securities (other than in connection with a default or the exercise of remedies by a Financing Counterparty) and (ii) does not have the effect of hedging the holder's economic exposure with respect to such securities (provided that, for the avoidance of doubt, a margin loan shall not be considered as having hedging effect for this purpose).

"Governmental Authority" means any transnational, domestic or foreign, federal, provincial, state or local governmental, regulatory, self-regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

"group" has the meaning given to such term under Section 13(d)(3) of the Exchange Act.

"Hedging Counterparty" means any Financial Institution acting as counterparty in connection with a Hedging Transaction.

"Hedging Transaction" means any forward, prepaid forward, put, call, collar, or other transaction pursuant to which any Person seeks to hedge its exposure to changes in the market price of any Company Securities or LGEC Securities, as applicable, and/or to finance, or refinance, the acquisition or holding by an Investor or any of its Controlled Persons of any Company Securities or LGEC Securities, as applicable.

"Investor Designee" means any LD Designee or Mammoth Designee, as applicable.

"Joinder Transfer" means a Transfer, or series of related Transfers, of Company Securities that would result in or involve (x) a transferee acquiring a number of such Company Securities that would result in such Person, together with its Affiliates and any Person that is a member of a group with such Person or any of its Affiliates with respect to Company Securities, becoming a beneficial owner of 5% or more of (i) the Total Voting Power or (ii) the outstanding Company Common Shares (or having the exposure to 5% or more of the Company Common Shares in derivative form), (y) the Transfer of Company Securities to any Person who at such time beneficially owns, together with its Affiliates and any Person that is a member of a group with such Person or any of its Affiliates with respect to Company Securities, 5% or more of (i) the Total Voting Power or (ii) the outstanding Company Common Shares (or having the exposure to 5% or more of the Company Common Shares in derivative form), or (z) Company Securities being acquired by an Affiliate of an LD Investor or any Person that is a member of a group with such Person or any of its Affiliates with respect to Company Securities. For the purposes of the definition of "Joinder Transfer," Mammoth and its Affiliates shall not under any circumstances constitute part of a "group" with the LD Investors or any of their Affiliates.

"LD Designee" means any person designated by Leopard Parent, Dragon Parent, or the two of them jointly pursuant to Section 2.01(a)(ii) to serve as a director of the Board.

"LD Investor" has the meaning ascribed to the term "LDM Investor" in the Voting and Standstill Agreement (without any reference to the term "M" in such definition).

"LGEC Common Shares" means a Class A voting or Class B non-voting common share, without par value, of LGEC or any other common shares of LGEC and any other security into which any such common shares may hereafter be converted or changed.

"LGEC Securities" means (i) the LGEC Common Shares, (ii) securities convertible or exercisable into, or exchangeable for, LGEC Common Shares, (iii) any other securities of LGEC entitled to vote in the election of directors of LGEC, (iv) any other equity or equity-linked security issued by LGEC, (v) options, warrants or other rights to acquire any of the foregoing, and (vi) Subsidiary Securities (solely for purposes of this definition of LGEC Securities, replacing each instance of the term "the Company" in the definition of Subsidiary Securities with the term "LGEC") (in each case whether or not issued by LGEC or its Subsidiaries). For the avoidance of doubt, each of the foregoing (i) through (vi) shall include any securities exposure to which is held in derivative form.

"Mammoth Designee" means any person designated by Mammoth pursuant to Section 2.01(a)(i) to serve as a director of the Board (for the avoidance of doubt, including the Mammoth Independent Director).

"New Company" means (i) a Successor Company resulting from a Change of Control Transaction resulting in the Company being controlled by an Affiliate (other than a Controlled Person) of an LD Investor or (ii) a Successor Company not resulting from a Change of Control Transaction.

"Parent Change of Control Transaction" means, with respect to Leopard Parent or Dragon Parent, (i) a transaction whereby any Person or group would acquire, directly or indirectly, voting securities representing more than 50% of the total voting power of such Person; or (ii) a merger, consolidation, recapitalization or reorganization of such Person.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

"Pro Rata Share" means, with respect to an Investor, the fraction that results from dividing (i) the sum of (A) the number of Company Common Shares beneficially owned by such Investor, disregarding any Company Common Shares deemed to be beneficially owned by such Investor as a result of being part of a "group" (together, (x) in the case of Mammoth, with any Company Common Shares beneficially owned by its Controlled Persons, without duplication, (y) in the case of Leopard Parent, with any Company Common Shares beneficially owned by its Controlled Persons, without duplication, and (z) in the case of Dragon Parent, with any Company Common Shares beneficially owned by its Controlled Persons, without duplication) and (B) the number of See-Through Company Common Shares of such Investor, in each case of (A) and (B), immediately before giving effect to the issuance described in the applicable Issuance Notice, as determined on a Common Equivalents basis, by (ii) the aggregate number of Company Common Shares outstanding immediately before giving effect to the issuance described in the applicable Issuance Notice, as determined on a Common Equivalents basis.

"SEC" means the Securities and Exchange Commission.

"See-Through Company Common Shares" means, in respect of any Investor, a number of Company Common Shares equal to (i) a fraction, the numerator of which is the number of LGEC Common Shares beneficially owned by such Investor (together, (x) in the case of Mammoth, with any LGEC Common Shares beneficially owned by its Controlled Persons, without duplication, (y) in the case of Leopard Parent, with any LGEC Common Shares beneficially owned by its Controlled Persons, without duplication, and (z) in the case of Dragon Parent, with any such LGEC Common Shares beneficially owned by its Controlled Persons, without duplication) and the denominator of which is the aggregate number of LGEC Common Shares outstanding *multiplied by* (ii) the number of Company Common Shares beneficially owned by LGEC.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by such Person; provided that none of LGEC, the Company or any Subsidiary or controlled Affiliate of the Company or LGEC shall be considered a Subsidiary of any Investor or any of its Affiliates for purposes of this Agreement.

"Subsidiary Securities" means (i) the common stock of any Subsidiary of the Company, (ii) securities convertible or exercisable into, or exchangeable for, the common stock of any such Subsidiary, (iii) any shares of common stock or other voting securities of any such Subsidiary entitled, in the ordinary course, to vote in the election of directors of any such Subsidiary, (iv) any other equity or equity-linked security issued by any such Subsidiary and (v) options, warrants or other rights to acquire any of the foregoing (in each case whether or not issued by the Company or any such Subsidiary). For the avoidance of doubt, each of the foregoing clauses (i) through (v) shall include any securities exposure to which is held in derivative form.

"Successor Company" means any entity (i) that is the issuer of any securities into which any Company Securities or Subsidiary Securities are converted, exchanged, changed or reclassified (including by operation of law) or (ii) the securities of which are distributed in respect of Company Securities or Subsidiary Securities (including in connection with a spin off transaction).

"Total Voting Power" means the aggregate number of votes which may be cast by all holders of outstanding Voting Securities in the election of directors.

"Transfer" means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing. "Transfer" shall exclude, however, with respect to any Company Securities, the entry into or performance of any Hedging Transaction or Financing Transaction in respect of such Company Securities and any payment or settlement thereunder (including, following the first anniversary of the date hereof, physical settlement) the granting of any lien, pledge, security interest, or other encumbrance in or on such Company Securities to a Hedging Counterparty or Financing Counterparty in connection with any Hedging Transaction or Financing Transaction, the rehypothecation of any Company Securities by the Hedging Counterparty or Financing Counterparty in connection with a Hedging Transaction or Financing Transaction, and any transfer to, by or at the request of such Hedging Counterparty or Financing Counterparty in connection with an exercise of remedies by the Hedging Counterparty or Financing Counterparty under such Hedging Transaction or Financing Transaction (but, for the avoidance of doubt, "Transfer" shall include any delivery of Company Securities in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction occurring prior to the first anniversary of the date hereof other than in connection with the exercise of remedies by a Hedging Counterparty or Financing Counterparty).

"Voting Securities" means Company Common Shares and all other securities of the Company entitled to vote in the election of directors of the Company.

"Willful Breach" means, with respect to any party to this Agreement, a material breach, or failure to perform, that is the consequence of an intentional action or omission of such party or any of its Controlled Persons with the actual knowledge that the taking of, or failure to take, such action would, or would be reasonably expected to, cause a material breach of this Agreement.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Terms	Sections
Agreement	Preamble
Business Combination Agreement	Recitals
Company	Preamble
Company Common Shares	Recitals
Company Parties	6.12
Confidential Information	4.07(b)
Dragon	Preamble
Dragon Parent	Preamble
email	6.02
Exercise Notice	3.01(c)
Investor	Preamble
Investor Parties	6.12
Investors	Preamble
Irrevocable Resignation	2.01(a)(i)(A)(1)
Issuance Notice	3.01(a)
Leopard	Preamble
Leopard Parent	Preamble
LGEC	Recitals
LGEC IRA	Recitals
Mammoth	Preamble
Mammoth Funds	Preamble
Mammoth Independent Director	2.01(a)(i)(A)(2)
New Issue Securities	3.01
New SEAC	Recitals
Nomination Obligations	2.01(a)(i)(A)(1)
Receiving Party	4.07(a)
SEAC	Recitals
Superior Arrangement	4.02(a)
Target	Recitals
Transaction	Recitals
Voting and Standstill Agreement	Recitals

Section 1.02 Other Definitional and Interpretative Provisions. (a) The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this

Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are, unless expressly stated otherwise, to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to one gender include all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

ARTICLE 2
CORPORATE GOVERNANCE

Section 2.01 Board Designation Rights.

(a) Effective as of the Effective Time and at all times thereafter, until the termination of this Agreement, the size of the Board shall be no greater than (or, if it would result in an impairment of an Investor's rights hereunder, less than) 14 directors (provided that, if any person designated by an Investor to be an Investor Designee in accordance with this Agreement shall have failed to be elected or appointed as a director on the Board as a result of a breach by the Company of its obligations under Section 2.01(d) or a breach by another Investor of its obligations with regard to the Company under Section 3.03(a) of the Voting and Standstill Agreement, the Company shall increase the size of the Board by the number of such Investor Designees so that such Investor Designees can be appointed to the Board), and the Company agrees to take the actions set forth in Section 2.01(d) to ensure that, subject to Section 2.01(a)(i)(A)(2), effective as promptly as practicable on or after the date hereof, the Board includes:

(i) for so long as Mammoth and its Controlled Persons in aggregate beneficially own at least:

(A) 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event):

(1) two individuals designated from time to time by Mammoth; provided that as a condition to each such designee's appointment to the Board and inclusion in the Company's slate of director nominees, such designee (x) agrees to provide to the Company, prior to nomination and appointment and on an ongoing basis while such designee is serving as a member of the Board, (a) such information and materials as is required to be disclosed in proxy statements under Applicable Law or as is otherwise reasonably requested by the Company from time to time from all members of the Board in connection with the Company's legal,

regulatory, auditor or stock exchange requirements, (b) completed D&O Questionnaires in the customary form requested by the Company from time to time from members of the Board, (c) customary consents to be named in the Company's proxy statement and to serve on the Board if elected, and (d) an executed irrevocable resignation in the form attached hereto as Exhibit A (each, an "Irrevocable Resignation"), (y) to the extent required of all Board members, shall agree to comply with all written policies, procedures, processes, codes, rules, standards and guidelines applicable to Board members (and of which such Investor Designee has been provided written copies in advance (or which have been filed with the SEC) or posted on the Company's website)), including the Company's Code of Business Conduct and Ethics for Directors, Officers and Employees, Corporate Governance Guidelines, Disclosure Policy and Related Person Transaction Policy, and to preserve (subject to Section 4.07) the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board or Board committees, and (z) shall have a reasonable amount of business experience to be a director of a publicly traded company in the S&P 1500, although such experience need not be in the same industry or industries, and be in good standing as a director in all material respects (such obligations in clauses (x), (y) and (z), the "Nomination Obligations"); and

(2) one individual designated from time to time by Mammoth who (i) would be (x) an independent director of the Company under Section 303A.02 of the New York Stock Exchange's Listed Company Manual and (y) considered an independent director of Mammoth under Section 303A.02 of the New York Stock Exchange's Listed Company Manual if Mammoth were traded on the New York Stock Exchange and (ii) is approved by the Board (such approval not to be unreasonably withheld, conditioned or delayed; it being agreed that (x) such approval shall not be withheld in a manner that prevents Mammoth from designating the Mammoth Independent Director starting with the first annual general meeting of the Company following the date of this Agreement and (y) in the event the Board does not approve Mammoth's designation, Mammoth shall have the right to designate additional individuals until one of such individuals is approved) (the "Mammoth Independent Director"); provided that as a condition to such designee's appointment to the Board and inclusion in the Company's slate of director nominees, such designee shall have complied with, and continue to comply with, the Nomination Obligations; and provided, further, that the Mammoth Independent Director shall not serve on the Board until nominated and elected at the first annual meeting of the Company following the date of this Agreement; and

(B) 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), but fewer than 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event):

(1) one individual designated by Mammoth; provided that as a condition to such designee's appointment to the Board and inclusion in the Company's slate of director nominees, such designee shall have complied, and continue to comply with, with the Nomination Obligations;

(ii) with respect to Leopard Parent and Dragon Parent:

(A) for so long as Leopard Parent and Dragon Parent, together with their Controlled Persons, in the aggregate beneficially own at least 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), one individual designated from time to time by each of Leopard Parent and Dragon Parent; provided that as a condition to each such designee's appointment to the Board and inclusion in the Company's slate of director nominees, each such designee shall have complied with, and continue to comply with, the Nomination Obligations; and

(B) for so long as (1) Leopard Parent and Dragon Parent, together with their Controlled Persons, in the aggregate beneficially own at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), but fewer than 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), and (2) either Leopard Parent or Dragon Parent individually (together with its Controlled Persons) beneficially owns at least the number of securities described in the foregoing subclause (B)(1), as applicable, one individual designated from time to time by whichever of Leopard Parent and Dragon Parent exceeds such beneficial ownership threshold; provided that as a condition to such designee's appointment to the Board and inclusion in the Company's slate of director nominees, such designee shall have complied with, and continue to comply with, the Nomination Obligations; and

(C) for so long as (1) Leopard Parent and Dragon Parent, together with their Controlled Persons, in the aggregate beneficially own at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), but fewer than 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), and (2) neither Leopard Parent nor Dragon Parent individually (together with its Controlled Persons) beneficially owns at least the number of securities described in the foregoing subclause (C)(1), as applicable, one individual designated jointly from time to time by Leopard Parent and Dragon Parent; provided that as a condition to such designee's appointment to the Board and inclusion in the Company's slate of director nominees, such designee shall have complied with, and continue to comply with, the Nomination Obligations.

(b) The initial Mammoth Designees shall be Dr. Mark H. Rachesky, Emily Fine and John D. Harkey, Jr. (who shall be designated pursuant to Section 2.01(a)(i)(A)(2) as the Mammoth Independent Director).

(c) The initial LD Designees shall be Michael T. Fries (designated by Leopard Parent) and Priya Dogra (designated by Dragon Parent).

(d) The Company agrees to cause each individual designated pursuant to this Section 2.01 to be nominated for election as a director on the Board on the Company's slate of directors, and to take all other necessary actions, subject to Applicable Law, to ensure that the composition of the Board as of the Effective Time and thereafter is as set forth in this Section 2.01, including by calling a meeting of the Board and/or Company shareholders (it being agreed that the Board shall appoint the initial LD Designees and the initial Mammoth Designees to the Board effective as of immediately following the Effective Time), recommending to Company shareholders the election of the designees selected pursuant to this Section 2.01, and using its reasonable best efforts to solicit proxies in favor of the election of any such individuals to the Board from the shareholders of the Company eligible to vote for the election of directors, which efforts shall be no less than the efforts used to solicit proxies in favor of the election of other individuals nominated to the Board by the Company. Without limiting the foregoing, subject to continued compliance with the Nomination Obligations, at any annual general or other meeting of shareholders of the Company at which directors are to be elected (including any special meeting called by the Company pursuant to the preceding sentence), the Company shall, at the applicable Investor's election, either re-nominate for election each then-serving Investor Designee (provided that, if at such time an Investor shall be entitled to nominate fewer Investor Designees pursuant to Section 2.01(a) than the number of then-serving Investor Designees designated by such Investor, such Investor shall notify the Company in writing of the Investor Designee(s) that shall not be nominated for subsequent election) or such other Investor Designee(s) as the applicable Investor may designate to the Company in writing. In connection with any designation by any Investor of an Investor Designee, such Investor agrees to provide to the Company all information concerning such Investor Designee(s) reasonably required and requested by the Company to the extent necessary for the Company to comply with applicable disclosure rules.

(e) If, as a result of death, disability, retirement, resignation, removal (with or without cause) or otherwise, there shall exist or occur any vacancy of a seat on the Board previously occupied by an Investor Designee, the Investor that designated such Investor Designee shall have the right to designate another individual to fill such vacancy and serve as a director on the Board pursuant to the terms and conditions of Section 2.01(a).

(f) For the avoidance of doubt, the Company acknowledges and agrees that any Investor Designee (other than the Mammoth Independent Director) may, at the applicable Investor's discretion, be an existing director, officer, employee or consultant of such Investor or any of its Affiliates, provided that such Investor Designee complies with the Nomination Obligations.

(g) Each Investor shall keep the Company regularly apprised of its beneficial ownership of Company Common Shares and LGEC Common Shares.

(h) In furtherance of the foregoing,

(i) with respect to Leopard Parent and Dragon Parent:

(A) if (1) Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse

stock split or similar event) and (2) either Leopard Parent or Dragon Parent individually (together with its Controlled Persons) beneficially owns at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), whichever of Leopard Parent or Dragon Parent does not meet such beneficial ownership threshold shall cause its Investor Designee to promptly irrevocably tender his or her resignation from the Board and any committee on which he or she serves, effective immediately upon its acceptance by the Company, pursuant to the terms of his or her Irrevocable Resignation;

(B) if (1) Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), but continue to beneficially own in the aggregate at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event) and (2) neither Leopard Parent nor Dragon Parent individually (together with its Controlled Persons) beneficially owns at least the number of securities described in the foregoing subclause (B)(1), as applicable, Leopard Parent and Dragon Parent agree to jointly designate one of their respective Investor Designees that shall, and the applicable Investor shall cause such Investor Designee to, promptly irrevocably tender his or her resignation from the Board and any committee on which he or she serves, effective immediately upon its acceptance by the Company, pursuant to the terms of his or her Irrevocable Resignation; or

(C) if Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), each of Leopard Parent and Dragon Parent agrees to cause its respective Investor Designee then serving on the Board to promptly irrevocably tender his or her resignation from the Board and any committee on which he or she serves, effective immediately upon its acceptance by the Company, pursuant to the terms of his or her Irrevocable Resignations; and

(ii) if Mammoth and its Controlled Persons cease to beneficially own in the aggregate:

(A) at least 10,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), but continue to beneficially own at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), Mammoth agrees to designate at least two Mammoth Designees (one of whom may be, at Mammoth's option, the Mammoth Independent Director), who shall, and to cause such Mammoth Designees to, promptly irrevocably tender their resignations from the Board and any committee on which they serve, effective immediately upon acceptance of such resignations by the Company, pursuant to the terms of their Irrevocable Resignations. For clarity, if there are less than three Mammoth Designees on the Board at such time, Mammoth agrees to cause a number of Mammoth Designees to promptly irrevocably tender their resignations from the Board and any committee on which they serve, such that, after giving effect to such Irrevocable Resignations, only one Mammoth Designee remains on the Board; or

(B) at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), Mammoth agrees to cause all Mammoth Designees to promptly irrevocably tender their resignations from the Board and any committee on which they serve, effective immediately upon the acceptance of such resignations by the Company, pursuant to the terms of their Irrevocable Resignations.

ARTICLE 3
PRE-EMPTIVE RIGHTS

Section 3.01 Pre-Emptive Rights. Except as otherwise provided in this Section 3.01 (including Section 3.01(f)), each time the Company proposes to issue any (i) Company Common Shares or (ii) Company Securities that are convertible or exercisable into or exchangeable for Company Common Shares to any Person for cash consideration (any such Company Common Shares or Company Securities, "New Issue Securities"), the Company shall first offer the New Issue Securities to each Investor who, as of the date of the applicable Issuance Notice (as defined below), beneficially owns, together with its Controlled Persons, at least 3,000,000 LGEC Common Shares in the aggregate (as adjusted for any stock split, stock dividend, reverse stock split or similar event), in accordance with the following provisions:

(a) The Company shall give a notice to each Investor (the "Issuance Notice") stating (i) its intention to issue the New Issue Securities, (ii) the amount and description of such New Issue Securities to be issued and (iii) the purchase price (calculated as of the proposed issuance date) and the other terms upon which the Company is offering the New Issue Securities.

(b) Subject to Section 3.01(f), transmittal of the Issuance Notice to each Investor by the Company shall constitute an offer by the Company to sell to such Investor up to its Pro Rata Share of the New Issue Securities for the price and upon the terms set forth in the Issuance Notice.

(c) Each Investor who desires to purchase any or all of its Pro Rata Share of the Company Securities specified in the Issuance Notice shall deliver notice to the Company (each, an "Exercise Notice") of its election to purchase such Company Securities within 15 Business Days of receipt of the Issuance Notice; provided that if the Company reasonably determines in good faith that a 15 Business Day period is not practical, the Company shall specify a shorter period (which shall be as long a period as is reasonably practical but in no event less than five Business Days) in the Issuance Notice. The Exercise Notice shall specify the number (or amount) of Company Securities to be purchased by such Investor and shall constitute exercise by such Investor of its rights under this Section 3.01 and a binding agreement of such Investor to purchase, at the price and on the terms specified in the Issuance Notice, the number (or amount) of Company Securities specified in the Exercise Notice, subject to Section 3.01(f). If, at the termination of such 15-Business Day period (as reduced pursuant to the proviso to the first sentence of this Section 3.01(c)), any Investor shall not have delivered an Exercise Notice to the Company, such Investor shall be deemed to have waived all of its rights under this Section 3.01 with respect to the purchase of such Company Securities.

(d) The Company shall have 90 days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Company Securities that the Investors have not elected to purchase pursuant to Section 3.01(c) at the price and upon terms that are not more favorable to the purchasers or less favorable to the Company than those specified in the Issuance Notice; provided that, if such issuance is subject to regulatory approval or shareholder approval pursuant to Applicable Exchange Rules, such 90-day period shall be extended until the expiration of five Business Days after all such approvals have been received. If the Company proposes to issue any New Issue Securities after the expiration of such 90-day period (as extended pursuant to the proviso of the previous sentence), it shall again comply with the procedures set forth in this Section 3.01.

(e) At the consummation of the issuance of any New Issue Securities purchased by any Investor exercising preemptive rights pursuant to this Section 3.01 (which shall occur substantially simultaneously with the issuance of all other New Issue Securities), the Company shall issue such New Issues Securities to such Investor against payment by such Investor of the purchase price for such New Issue Securities in accordance with the terms and conditions as specified in the Issuance Notice.

(f) Notwithstanding the foregoing and for the avoidance of doubt, "New Issue Securities" shall not include, and no Investor shall be entitled to purchase Company Securities pursuant to this Section 3.01 in connection with issuances of, Company Securities (i) issued to employees of the Company or any Subsidiary pursuant to employee benefit plans or arrangements approved by the Board (including any Company Securities issuable upon the exercise of any Company Securities granted pursuant to any such plans or arrangements), (ii) issued in connection with any *bona fide* restructuring of outstanding debt of the Company or any of its Subsidiaries or as a *bona fide de minimis* "equity kicker" to financial institutions, commercial lenders, brokers/finders or any similar party, or their respective designees, in connection with the incurrence or guarantee of indebtedness by the Company or any of its Subsidiaries, (iii) issued in connection with any *bona fide* acquisition of another Person (whether by merger, exchange offer, take-over bid, amalgamation, plan of arrangement, business combination or acquisition of the capital stock of such Person, acquisition of all or substantially all of the assets of such Person, or other similar transaction), to the sellers in such transaction as consideration for such acquisition, (iv) issued in connection with the exchange of outstanding Company Securities for other Company Securities or the exercise, conversion, subdivision, combination, recapitalization or reorganization of outstanding Company Securities that were issued in compliance with this Section 3.01 or were exempt from this Section 3.01 upon issuance, (v) if the Company reasonably determines in good faith that complying with this Section 3.01 would violate Applicable Law (other than with respect to the Company's obligation to obtain regulatory approval or shareholder approval pursuant to Applicable Exchange Rules), (vi) issued in connection with any transaction pursuant to which all shareholders of LGEC have the opportunity to receive Company Common Shares or shares of a successor to the Company on a *pro rata* basis in respect of their LGEC Common Shares, (vii) issued solely to LGEC or its wholly-owned Controlled Persons or (viii) issued in connection with the Transaction or the transactions contemplated by the other Transaction Documents (as defined in the Business Combination Agreement) including, for the avoidance of doubt, the Subscription Agreements (as defined in the Business Combination Agreement).

(g) The Company shall not be obligated to consummate any proposed issuance of New Issue Securities, nor be liable to any Investor if the Company fails to consummate any proposed issuance of New Issue Securities for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notices in respect of such proposed issuance.

(h) Each Investor's rights under Section 3.01 shall be assignable, in whole or in part, to any of such Investor's Controlled Persons, by written notice to the Company.

(i) The Company shall not issue any New Issue Securities to the extent that complying with this Section 3.01 would require the Company to obtain shareholder approval pursuant to Applicable Exchange Rules with respect to such issuance unless the Company obtains shareholder approval with respect to such issuance (including any shareholder approval which the Company may obtain in advance for issuances that occur within a five-year period).

ARTICLE 4
CERTAIN COVENANTS AND AGREEMENTS

Section 4.01 Restrictions on Transfers of Company Securities.

(a) From and after the Effective Time, neither Leopard Parent nor Dragon Parent nor any of their respective Controlled Persons shall, directly or indirectly, Transfer any Company Securities unless the transferee, at the time of and as a condition to such Transfer, agrees to comply with the restrictions and obligations of this Agreement (including the restrictions and obligations set forth in this Section 4.01(a), Section 4.02, Section 4.07 and Article 6) as if it were Leopard Parent or Dragon Parent by executing and delivering such documents as may be necessary in the reasonable opinion of Mammoth and the Company; provided that this sentence shall not apply to a Transfer of Company Securities that would not constitute a Joinder Transfer. For the avoidance of doubt, no rights or benefits arising hereunder or by reason hereof shall be assignable by any party hereto, except as expressly provided herein.

(b) For the avoidance of doubt, the provisions of Section 4.01(a) shall not have any applicability to the Transfer of the securities of Leopard Parent or Dragon Parent, including as a result of a merger, consolidation, recapitalization, or reorganization of Leopard Parent or Dragon Parent; provided that in the event of a Parent Change of Control Transaction, the rights, benefits, entitlements and obligations of such LD Investor and its Controlled Persons under the terms of this Agreement and the Voting and Standstill Agreement with regard to the Company shall cease and be of no further force or effect with respect to the applicable LD Investor (and, for the avoidance of doubt, such LD Investor shall cause its Investor Designees to resign from the Board in connection with such Parent Change of Control), unless (i) the ultimate parent entity of the surviving company in such Parent Change of Control Transaction agrees to comply with the restrictions and obligations of this Agreement and the Voting and Standstill Agreement with regard to the Company as if it were Leopard Parent or Dragon Parent, as applicable, by executing and delivering such documents as may be necessary in the reasonable opinion of Mammoth and the

Company or (ii) such Parent Change of Control involves a LD Investor or any of its Affiliates, in which case the ultimate parent entity of the surviving company in such Parent Change of Control Transaction shall agree to comply with the restrictions and obligations of this Agreement and the Voting and Standstill Agreement with regard to the Company as if it were Leopard Parent or Dragon Parent, as applicable, by executing and delivering such documents as may be necessary in the reasonable opinion of Mammoth and the Company.

Section 4.02 MFN.

(a) The Company and each LD Investor agrees that, from and after the date hereof until the date that neither Mammoth nor any of its Affiliates owns at least 5,000,000 LGEC Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), if the Company or any of its Subsidiaries enters into any legally binding contract, agreement, arrangement or understanding (or any amendment thereto) with Leopard Parent, Dragon Parent or their respective Affiliates in their capacity as a shareholder of the Company, including relating to any of the matters addressed by this Agreement or the Voting and Standstill Agreement, including the nomination, designation, recommendation and election of directors, other governance rights or registration rights, which contains terms or conditions that are more favorable to such Person, or more restrictive to the Company, than those to which Mammoth and its Affiliates has agreed with the Company (a "Superior Arrangement"), unless the Company reasonably determines, in good faith, following advice of legal counsel to such effect, that such Superior Arrangement is not enforceable against the Company, but excluding any such Superior Arrangement (other than with any LD Investor or any of their respective Controlled Persons) that is significantly related to the material acquisition of assets or securities of another company, the sale of all or substantially all of the assets of the Company, or any other material business combination for the benefit of the Company and its shareholders as a whole, where the Company's benefit from any such transaction significantly relates to the Company's business and operations, then within two Business Days after entering into any such Superior Arrangement the Company shall offer Mammoth and its Affiliates the opportunity to enter into an agreement on the same terms and conditions as the Superior Arrangement. To the extent any such agreement constitutes a waiver or amendment of this Agreement, the Company and the LD Investors (on behalf of themselves and their respective Affiliates) hereby consent to any such waiver or amendment. For the avoidance of doubt, nothing contained in this Section shall be construed to permit the Company and the LD Investors to amend this Agreement or the Voting and Standstill Agreement without the prior written consent of Mammoth.

(b) The parties hereto acknowledge that Leopard Parent, Dragon Parent, and their Subsidiaries may enter into commercial agreements with the Company from time to time and the parties hereto agree that the provisions of this Section 4.02 shall not apply to the terms of such commercial agreements, so long as such terms do not relate to any of the matters addressed by this Agreement or the Voting and Standstill Agreement (including the nomination, designation, recommendation and election of directors, other governance rights, or registration rights).

Section 4.03 Reserved. [*Reserved*].

Section 4.04 Information. The Company hereby confirms to each of the LD Investors and Mammoth that (i) the Company's head office is not located in British Columbia and is located in Santa Monica, California, and (ii) the Company's executive officers who administer the business of the Company are not resident in British Columbia and are primarily resident within the State of California.

Section 4.05 Inconsistent Agreements. The Company, each Investor and each of the Mammoth Funds represents and agrees that it has not and shall not, and its Controlled Persons have not and shall not, (i) grant any proxy, (ii) enter into or agree to be bound by any voting trust or agreement with respect to Company Securities or (iii) enter into any agreement or arrangement of any kind with any Person, in each case if any such proxy, voting trust, agreement or arrangement is inconsistent with the provisions of, or for the purpose or with the effect of denying or reducing the rights of any party to, this Agreement or the Voting and Standstill Agreement; provided that, for the avoidance of doubt, and subject to Section 4.04(b) of the Voting and Standstill Agreement, the entering into or performance of any Hedging Transaction or Financing Transaction, or the rehypothecation of Company Securities by the Hedging Counterparty in connection therewith, or any other action taken in connection therewith that is excluded from the definition of "Transfer" pursuant to the second sentence thereof, shall not be prohibited by this Section 4.05.

Section 4.06 Reserved. [*Reserved*].

Section 4.07 Confidentiality.

(a) Nothing in this Agreement shall restrict or prevent any Investor Designee from sharing, and the Company acknowledges and agrees that each Investor Designee may share, with the Investor that designated such Investor Designee and such Investor's Controlled Persons, any Confidential Information; provided that, with respect to any such Confidential Information, such Investor and such Controlled Persons (the "Receiving Party") shall be subject to the following confidentiality obligations and such Investor shall be responsible for any breach of such obligations by its Controlled Persons (and, to the extent disclosed pursuant to clause (a)(i) below, its officers, employees and representatives):

(i) Each Receiving Party acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(A) to its officers, employees, directors, members, partners, agents, advisors and other representatives who need to know such information in connection with the performance of their duties;

(B) to the extent required by any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process to which the Receiving Party or any of its officers, employees and representatives is subject, or as may be required in connection with the assertion, prosecution or defense by such Receiving Party or any of its officers, employees and representatives of any claim, demand, action, suit or proceeding with respect to any matters related hereto; provided that the Receiving Party or its applicable officers, employees and representatives shall provide the Company with prompt notice of any such request, to the extent practicable and legally permitted, so that the Company may seek confidential treatment, an appropriate protective order or similar relief, and the Receiving Party or its applicable officers, employees and representatives shall reasonably cooperate (at the Company's expense) with such efforts by the Company; and

(C) to the extent required to permit such Receiving Party or any of its officers, employees and representatives to comply with Applicable Law or applicable rules or regulations of any stock exchange on which securities of such Receiving Party or its Affiliates are listed; provided that the Receiving Party or its applicable officers, employees and representatives shall provide the Company with prior notice of any such required disclosure, to the extent practicable and legally permitted, so that the Company may seek confidential treatment, an appropriate protective order or similar relief, and the Receiving Party or its applicable officers, employees and representatives shall reasonably cooperate (at the Company's expense) with such efforts by the Company.

(b) For purposes of this Agreement, "Confidential Information" means any nonpublic information received by any Receiving Party from its Investor Designee concerning the Company, its Affiliates, or its or their respective financial condition, business, operations or prospects; provided that "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its directors, officers, employees, counsel, investment advisers or other agents or representatives in violation of this Agreement, (ii) is or was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Company or LGEC, (iii) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Company or LGEC, which source is or was (at the time of receipt of the relevant information) not, to the best of the Receiving Party's knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or LGEC, or (iv) is independently developed by the Receiving Party without violating any confidentiality agreement with, or other obligation of secrecy to, the Company or LGEC.

Section 4.08 Compliance by Subsidiaries. Each of Leopard Parent and Dragon Parent shall cause Leopard (and its Subsidiaries) and Dragon (and its Subsidiaries), respectively, to comply with their obligations under this Agreement (and guarantees such performance and any liabilities of such Persons arising from a breach hereof, which guarantee shall be immediate and shall not be contingent upon the exercise or enforcement by Mammoth or the Company of whatever remedies they may have against Leopard (and its Subsidiaries) and/or Dragon (and its Subsidiaries)).

Section 4.09 Inapplicable to Certain Persons and Transactions

(a) No provision of this Agreement shall be binding on any Person solely because such Person is:

(i) a Hedging Counterparty;

(ii) a holder of Company Securities as a result of the rehypothecation of Company Securities by a Hedging Counterparty or Financing Counterparty;

(iii) a transferee of Company Securities pursuant to settlement under, or pursuant to default rights or the exercise of remedies by a Hedging Counterparty or Financing Counterparty in connection with, any Hedging Transaction or Financing Transaction; or

(iv) an Investor Designee receiving Company Securities as compensation in connection with his or her service as a director of the Board; provided that such Company Securities shall be included in any calculation of beneficial ownership in accordance with the terms of this Agreement.

(b) Subject to the limitations set forth in Section 4.04(b) of the Voting and Standstill Agreement, no provision of this Agreement shall prohibit any Person from entering into, performing or settling Hedging Transactions or Financing Transactions in relation to any Company Securities, or granting liens and other security interests in connection therewith, from exercising remedies thereunder, or from permitting a Hedging Counterparty to rehypothecate Company Securities in connection with a Hedging Transaction nor shall any of the foregoing described in this Section 4.09(b) be deemed, in and of itself, a violation of this Agreement.

ARTICLE 5
TERMINATION

Section 5.01 Termination. This Agreement shall automatically terminate, without any further action by any Person, upon the earlier of (i) the written agreement of each party hereto to terminate this Agreement and (ii) the consummation of (A) a transaction whereby any Person or group, other than LGEC, an LD Investor or any of their respective Controlled Persons, would acquire, directly or indirectly, Voting Securities representing more than 50% of the Total Voting Power; (B) the sale of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than to an LD Investor or any of its Controlled Persons; or (C) a merger, consolidation, recapitalization or reorganization of the Company, and, as a result thereof, securities representing more than 50% of the total voting power of the Successor Company cease to immediately thereafter be beneficially owned, directly or indirectly, by (x) the Persons who beneficially owned the Company's outstanding Voting Securities immediately prior to such transaction or (y) an LD Investor or any of its Controlled Persons. Any Investor that, together with its Controlled Persons, ceases to beneficially own any LGEC Common Shares shall cease to be bound by, or benefit from, the terms hereof (other than the provisions of Sections 4.07 and 4.08 (in respect of the provisions referred to in this Section 5.01) and Article 6).

Section 5.02 Effect of Termination. Upon any termination of this Agreement in accordance with the provisions of Section 5.01 hereof, this Agreement shall become void and of no further effect; provided that (i) the Irrevocable Resignations and the provisions of Sections 4.07 and 4.08 (in respect of clauses (i) and (ii) of this proviso), this Section 5.02 and Article 6 shall survive any termination pursuant to Section 5.01 and (ii) any breach occurring prior to such termination shall survive such termination.

Section 5.03 Consequences of Breach. Upon the occurrence of a Willful Breach by an LD Investor of Section 4.01 of this Agreement or the Voting and Standstill Agreement that has a material negative consequence on the Company or Mammoth or any of their respective Controlled Persons (in each case, that if curable, is not cured within 10 days of written notice thereof), in addition to any and all other remedies that may be available to any other party, and without any further action by any Person, the rights, benefits and entitlements of such LD Investor and its Controlled Persons under the terms of this Agreement (including, but not limited to, the rights, benefits and entitlements set forth in Article 2 and Article 3) and Section 2.01(c) and Section 3.03 of the Voting and Standstill Agreement shall cease and be of no further force or effect with respect to such breaching LD Investor; provided that (a) the obligations and agreements of, and restrictions and limitations on, such LD Investor shall remain binding upon such LD Investor and shall continue in full force and effect and (b) such LD Investor shall cause its designated LD Designee, if any, to promptly irrevocably tender his or her resignation from the Board and any committee on which he or she serves, effective immediately upon its acceptance by the Company, pursuant to the terms of his or her Irrevocable Resignation.

ARTICLE 6
MISCELLANEOUS

Section 6.01 Successors and Assigns.

(a) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

(b) Except as expressly provided herein, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Company Securities or otherwise. Notwithstanding the foregoing, this Agreement shall be assignable (i) among Leopard Parent and its Controlled Persons and (ii) among Dragon Parent and its Controlled Persons; provided that no such assignment shall relieve Leopard Parent or Dragon Parent of their obligations pursuant to this Agreement.

(c) Except as expressly set forth in this Agreement, includingSection 6.12, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

(d) The Company agrees that the Company will not enter into any transaction or take any other action resulting in the creation of a New Company, or resulting in the Investors holding Company Securities as a consequence of their ownership of LGEC Common Shares, unless proper provision is made so that each of the Company and such New Company, as applicable, succeeds to the provisions of this Agreement and, solely to the extent relating to a registration rights agreement, the LGEC IRA, *mutatis mutandis*, including by entry into an investor rights agreement with the Investors or their applicable Affiliates.

Section 6.02 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("email") transmission, so long as a receipt of such email is requested and received) and shall be given: (i) if to the Company, to the contact information set forth under the Company's name on its signature page hereto, and (ii) if to an Investor, to the contact information set forth under such Investor's name on its signature page hereto, or such other address, facsimile number or email address as such party may hereafter specify for the purpose by notice to the other parties hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

Section 6.03 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 6.04 Governing Law. This Agreement and all claims and causes of action arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

Section 6.05 Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6.02 shall be deemed effective service of process on such party.

Section 6.06 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.07 Specific Performance. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 6.08 Several Liability. The obligations of the Investors under this Agreement are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance or non-performance of the obligations of any other Investor. In the event of any damages arising out of the breach of this Agreement by two or more Investors, each Investor shall be responsible only for the portion of such damages arising from such Investor's own breach.

Section 6.09 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.10 Entire Agreement. This Agreement and the Voting and Standstill Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof and thereof.

Section 6.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 6.12 Waiver and Release. Notwithstanding anything to the contrary in this Agreement, the Voting and Standstill Agreement or the LGEC IRA, the Investors hereby irrevocably acknowledge and agree that the execution of this Agreement constitutes full performance and satisfaction of Section 6.01(d) of the LGEC IRA solely in connection with the Transaction and any future transaction involving the Company or any of its Subsidiaries, and not, for the avoidance of doubt, in connection with any other transaction to which such Section 6.01(d) shall apply. Each Investor, on behalf of itself and its Controlled Persons and Affiliates and its and their respective officers, directors, equity holders, managers, employees, representatives, agents, successors and assigns (the "Investor Parties"), hereby releases, waives, and forever relinquishes all claims, demands, obligations, liabilities and causes of action of whatever kind or nature, whether known or unknown, matured or unmatured, arising at law or in equity, which any of them have, may have, or might assert at the time of execution of this Agreement against LGEC, the Company and/or their respective Controlled Persons, Affiliates, officers, directors, equity holders, managers, employees, representatives, agents, successors and assigns (the "Company Parties"), directly or indirectly, which occurred, existed, was taken, permitted or begun prior to the execution of this Agreement, arising out of, related to, based upon, or in any manner connected with any actual or alleged breach of Section 6.01(d) of the LGEC IRA, solely in connection with the Transaction, prior to the execution of this Agreement. This Section 6.12 is intended to benefit, and to be enforceable by, each of the Company Parties and their respective legal representatives, successors and assigns.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MHR Fund Management LLC
By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

For Notices:

MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Facsimile No.: (212) 262-9356
Email: jyeung@mhrfund.com

with a copy (which shall not constitute notice) to:

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attention: David I. Schultz
Email: dschultz@omm.com

Signature Page to Investor Rights Agreement

MHR Capital Partners Master Account LP
By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Capital Partners (100) LP
By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners II LP
By: MHR Institutional Advisors II LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners IIA LP
By: MHR Institutional Advisors II LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners III LP
By: MHR Institutional Advisors III LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

For Notices:

MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Facsimile No.: (212) 262-9356
Email: jyeung@mhrfund.com

with a copy (which shall not constitute notice) to:

O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
Attention: David I. Schultz
Email: dschultz@omm.com

Signature Page to Investor Rights Agreement

Liberty Global Ventures Limited

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Director

Liberty Global Ltd.

By: /s/ Bryan H. Hall
Name: Bryan H. Hall
Title: EVP, General Counsel & Secretary

For Notices:

Liberty Global Ltd.
1550 Wewatta Street
Suite 1000
Denver, Colorado 80202
Attention: General Counsel,
Legal Department
E-mail: LegalUS@libertyglobal.com

with a copy to:

Liberty Global Ventures Limited
Griffin House
161 Hammersmith Road
London, United Kingdom, W6 8BS
Attention: General Counsel,
Legal Department
E-mail: LegalUS@libertyglobal.com

with a copy (which shall
not constitute notice) to:

A&O Shearman
599 Lexington Avenue
New York, NY 10022
Attention: Daniel Litowitz
Cody Wright
E-mail: daniel.litowitz@aoshearman.com
cody.wright@aoshearman.com

Discovery Lightning Investments Ltd.

By: /s/ Roanne Lea Weekes
Name: Roanne Lea Weekes
Title: Director

Warner Bros. Discovery, Inc.

By: /s/ Tara L. Smith
Name: Tara L. Smith
Title: Executive Vice President, Legal, Capital Markets & Corporate Secretary

For Notices:

Discovery Lightning Investments, Ltd
c/o Warner Bros. Discovery, Inc.
230 Park Avenue South
New York, NY 10003
Attention: Tara L. Smith, Executive Vice President, Legal, Capital Markets & Corporate Secretary, Global Head of ESG
E-mail: Tara.Smith@wbd.com

with a copy to:

Warner Bros. Discovery, Inc.
230 Park Avenue South
New York, NY 10003
Attention: Tara L. Smith, Executive Vice President, Legal, Capital Markets & Corporate Secretary, Global Head of ESG
E-mail: Tara.Smith@wbd.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard E
New York, NY 10001
Attention: Jonathan E. Levitsky
Benjamin R. Pedersen
E-mail: jelevitsky@debevoise.com
brpeders@debevoise.com

Signature Page to Investor Rights Agreement

Lionsgate Studios Corp.

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

For Notices:

Lionsgate Studios Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: General Counsel
Email: akuzycz@lionsgate.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: David E. Shapiro
Email: DEShapiro@wlrk.com

EXHIBIT A-1

FORM OF IRREVOCABLE RESIGNATION

FOR INVESTOR DESIGNEES OF MHR FUND MANAGEMENT LLC

Board of Directors
Lionsgate Studios Corp.
2700 Colorado Avenue
Santa Monica, CA 90404

Re: Resignation

Ladies and Gentlemen:

This irrevocable resignation is delivered pursuant to Section 2.01(a) of that certain Investor Rights Agreement, dated as of [•], 2024, by and among Lionsgate Studios Corp. (the "Company"), MHR Fund Management, LLC, Liberty Global Ventures Limited, Discovery Lightning Investments Ltd., Liberty Global Ltd. and Warner Bros. Discovery, Inc. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement. In connection with my appointment to the Board of Directors (the "Board") of the Company, I hereby irrevocably tender my resignation from my position as a director of the Company and from any and all committees of the Board on which I serve; provided that this resignation shall be effective upon, and only in the event that the Board accepts this resignation following, receipt of notice from the Company that: (1) Mammoth and its Controlled Persons cease to beneficially own (as defined in the Agreement) an aggregate of [•] [LGEC] Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event) and I am the Investor Designee designated by Mammoth to resign pursuant to Section 2.01(h) of the Agreement, (2) Mammoth and its Controlled Persons cease to beneficially own (as defined in the Agreement) an aggregate of [•] [LGEC] Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event) or (3) the Agreement is terminated in accordance with Section 5.01 thereof.

Sincerely,

____
Name:

EXHIBIT A-2

FORM OF IRREVOCABLE RESIGNATION

FOR INVESTOR DESIGNEES OF LIBERTY GLOBAL LTD.

OR WARNER BROS. DISCOVERY, INC.

Board of Directors
Lionsgate Studios Corp.
2700 Colorado Avenue
Santa Monica, CA 90404

Re: Resignation

Ladies and Gentlemen:

This irrevocable resignation is delivered pursuant to Section 2.01(a) of that certain Investor Rights Agreement, dated as of [•], 2024, by and among Lionsgate Studios Corp. (the "Company"), MHR Fund Management, LLC, Liberty Global Ventures Limited, Discovery Lightning Investments Ltd., Liberty Global Ltd. and Warner Bros. Discovery, Inc. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement. In connection with my appointment to the Board of Directors (the "Board") of the Company, I hereby irrevocably tender my resignation from my position as a director of the Company and from any and all committees of the Board on which I serve; provided that this resignation shall be effective upon, and only in the event that the Board accepts this resignation following, receipt of notice from the Company that: (1) Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least [•] [LGEC] Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event) and either Leopard Parent or Dragon Parent individually (together with its Controlled Persons) beneficially owns at least [•] [LGEC] Common Shares (as adjusted consistent with the foregoing), and I am the Investor Designee caused to resign by whichever of Leopard Parent or Dragon Parent does not meet such beneficial ownership threshold pursuant to Section 2.01(h) of the Agreement, (2) Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least [•] [LGEC] Common Shares, but continue to beneficially own in the aggregate at least [•] [LGEC] Common Shares (in each case, as adjusted for any stock split, stock dividend, reverse stock split or similar event) and neither Leopard Parent nor Dragon Parent individually (together with its Controlled Persons) beneficially owns at least [•] [LGEC] Common Shares (as adjusted consistent with the foregoing), and I am the Investor Designee jointly designated by Leopard Parent and Dragon Parent to resign, (3) Leopard Parent and Dragon Parent, together with their Controlled Persons, cease to beneficially own in the aggregate at least [•] [LGEC] Common Shares (as adjusted for any stock split, stock dividend, reverse stock split or similar event), (4) the LD Investor that designated me as its Investor Designee has lost its right to designate a director pursuant to Section 5.03 of the Agreement or (5) the Agreement is terminated in accordance with Section 5.01 thereof.

Sincerely,

____
Name:

Exhibit 10.11

EXECUTION VERSION

SEPARATION AGREEMENT

This SEPARATION AGREEMENT, dated as of May 8, 2024 (this "Agreement"), is by and between Lions Gate Entertainment Corp., a corporation organized under the laws of the Province of British Columbia, Canada ("Parent"), LG Sirius Holdings ULC, an unlimited liability company organized under the laws of the Province of British Columbia, Canada ("HoldCo") and LG Orion Holdings ULC, an unlimited liability company organized under the laws of the Province of British Columbia, Canada ("StudioCo").

R E C I T A L S

WHEREAS, as of the date hereof, Parent, indirectly through the StudioCo Transferred Entities and their Subsidiaries, is engaged in the Studio Business;

WHEREAS, each of HoldCo and StudioCo is a wholly-owned Subsidiary of Parent;

WHEREAS, Parent, Holdco, StudioCo, Screaming Eagle Acquisition Corp., a Cayman Islands exempted company ('SEAC"), and certain Subsidiaries of SEAC have entered into a Business Combination Agreement, dated as of December 22, 2023 (the "BCA"), pursuant to which, among other things, StudioCo will amalgamate with a successor of SEAC (such amalgamated company, "PubCo") to form a publicly traded company with a class of securities registered under Section 12 of the Exchange Act and, immediately after the Arrangement Effective Time (as defined in the BCA), HoldCo is expected to own a percentage that is at least 82.5% of the issued and outstanding PubCo Common Shares (as defined in the BCA) (collectively with the other transactions contemplated by the BCA, the "Business Combination");

WHEREAS, in connection with the Business Combination, the board of directors of Parent has determined that it is advisable and in the best interests of Parent and its stakeholders, including its shareholders and creditors, to (i) transfer the StudioCo Assets to StudioCo and its applicable Subsidiaries, and for StudioCo and its applicable Subsidiaries to assume the StudioCo Liabilities, in each case, as more fully described in this Agreement and the Ancillary Agreements and (ii) transfer the StudioCo Equity Interests to Holdco (such transactions collectively, the "Separation"), such Separation to occur prior to, and as a condition to, the consummation of the Business Combination;

WHEREAS, each of Parent, HoldCo and StudioCo has determined that it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and certain other agreements that will govern certain matters relating to the Separation and the relationship of Parent, StudioCo and the members of their respective Groups following the consummation of the Separation; and

WHEREAS, upon the Closing (as defined in the Business Combination Agreement), PubCo shall become a party to this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"Accounts Payable" shall mean any and all trade and non-trade accounts payable of either Party or member of its Group.

"Accounts Receivable" shall mean any and all trade and non-trade accounts receivable of either Party or member of its Group.

"Action" shall mean any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, subpoena, proceeding or investigation of any nature (whether criminal, civil, legislative, administrative, regulatory, prosecutorial or otherwise) by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

"Affiliate" shall mean, when used with respect to a specified Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For the purpose of this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with"), when used with respect to any specified Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment, undertaking or otherwise. It is expressly agreed that, prior to, at and after the Effective Time, solely for purposes of this Agreement and the Ancillary Agreements, (a) no member of the StudioCo Group shall be deemed to be an Affiliate of any member of the Parent Group and (b) no member of the Parent Group shall be deemed to be an Affiliate of any member of the StudioCo Group.

"Ancillary Agreements" shall mean all agreements (other than this Agreement) entered into by the Parties or the members of their respective Groups (but as to which no Third Party is a party) in connection with the Separation or the other transactions contemplated by this Agreement, including the Shared Services Agreement, the Tax Matters Agreement and the Transfer Documents.

"Approvals or Notifications" shall mean any consents, waivers, approvals, permits or authorizations to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Authority.

"Assets" shall mean, with respect to any Person, the assets, properties, claims and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other third Persons or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including rights and benefits pursuant to any contract, license, permit, indenture, note, bond, mortgage, agreement, concession, franchise, instrument, undertaking, commitment, understanding or other arrangement.

"Audio/Visual Works" shall mean any and all visual or audio works, whether of artistic, creative or educational authorship, including any motion picture, television production, game, or cultural, educational, informational or sports program, together with any artwork, books, audiobooks, comic books, articles, stories, soundtracks, musical works or similar content, and any adaptations or derivative works of any of the foregoing, and any recordings or embodiments of any of the foregoing, in each case, whether in print, digital or any other format or medium, whether now known or hereafter devised, in each case, including all associated documentation.

"Business Day" shall mean a day other than a Saturday, a Sunday or a day on which banking institutions located in Vancouver, British Columbia or New York, New York are authorized or obligated by Law or executive order to close.

"Change of Control" shall mean, with respect to a Party: (a) a transaction whereby any Person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) would acquire, directly or indirectly, voting securities representing more than fifty percent (50%) of the total voting power of such Party; (b) a merger, consolidation, recapitalization or reorganization of such Party, unless securities representing more than fifty percent (50%) of the total voting power of the legal successor to such Party as a result of such merger, consolidation, recapitalization or reorganization are immediately thereafter beneficially owned, directly or indirectly, by the Persons who beneficially owned such Party's outstanding voting securities immediately prior to such transaction; or (c) the sale of all or substantially all of the consolidated assets of such Party's Group. For the avoidance of doubt, the Separation shall not be considered a Change of Control.

"Contract" means any binding contract, agreement, understanding, arrangement, loan or credit agreement, note, bond, indenture, lease, warranty, accepted purchase order with outstanding performance obligations at the applicable time of determination, sublicense or license or other instrument.

"Domains and Social Media" shall mean any and all (a) Internet domain names, uniform resource locators and Internet Protocol addresses, and (b) social media profiles, accounts, addresses and handles, and services related thereto, including those made available through Facebook, Twitter, Instagram, SnapChat, TikTok and other similar platforms, in each case, including the content thereon.

"Employee" means any individual who is an employee of Parent and its Subsidiaries as of immediately prior to the Effective Time.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Former Employee" means any individual who, as of immediately prior to the Effective Time, is a former employee of Parent and its Subsidiaries.

"Former Parent Employee" means any Former Employee whose service related primarily to the Starz Business.

"Former StudioCo Employee" means any Former Employee who is not a Former Parent Employee.

"Governmental Approvals" shall mean any Approvals or Notifications to be made to, or obtained from, any Governmental Authority.

"Governmental Authority" shall mean any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign, multinational, supranational, territorial, or provincial, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, a government and any executive official thereof.

"Group" shall mean either the Parent Group or the StudioCo Group, as the context requires.

"Information Technology" shall mean any and all Software, computer systems (including computers, screens, servers, middleware, workstations, routers, hubs, switches, networks, data communication lines and hardware), network and telecommunications systems hardware, and other information technology equipment or assets, and all associated documentation, but in each case, excluding any Audio/Visual Works and Intellectual Property Rights.

"Insurance Proceeds" shall mean those monies (a) received by an insured from an insurance carrier or (b) paid by an insurance carrier on behalf of the insured, in any such case, net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.

"Intellectual Property Rights" shall have the meaning given to "Intellectual Property" as set forth in the BCA.

"Intercompany Financing Arrangement" shall have the meaning set forth in the BCA.

"Law" shall mean any domestic, foreign, multinational, national, supranational, federal, state, territorial, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any Tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other requirement, in each case, enacted, promulgated, issued or entered by a Governmental Authority.

"Liabilities" shall mean any and all debts, guarantees, assurances, commitments, liabilities, responsibilities, Losses, remediation, deficiencies, damages, fines, penalties, settlements, sanctions, costs, expenses, attorneys' fees, interest and obligations of any nature or kind, whether accrued or fixed, absolute or contingent, matured or unmatured, accrued or not accrued, asserted or unasserted, liquidated or unliquidated, foreseen or unforeseen, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, claim (including any Third-Party Claim), demand, Action or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority or arbitration tribunal, and those arising under any contract, agreement, obligation, indenture, instrument, lease, promise, arrangement, release, warranty, commitment or undertaking, or any fines, damages or equitable relief that is imposed, in each case, including all costs and expenses relating thereto.

"Losses" shall mean actual losses (including any diminution in value), costs, damages, penalties and expenses (including legal and accounting fees and expenses and costs of investigation and litigation), whether or not involving a Third-Party Claim.

"Parent Designees" shall mean any and all entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability entities or other entities) designated by Parent that will be members of the Parent Group as of immediately prior to the Effective Time.

"Parent Employee" means the Employees who are primarily engaged in the STARZ Business.

"Parent Group" shall mean Parent and each Person that is a Subsidiary of Parent (other than StudioCo and any other member of the StudioCo Group).

"Parent Intellectual Property Rights" shall mean (a) the Registered IP (i) constituting registered copyrights or applications (other than those identified on Schedule 1.2, but subject to Section 2.1(c)) for registered copyrights in copyrighted Parent Assets, or (ii) otherwise set forth on Schedule 1.1 or otherwise allocated under a Starz Series Contract, and (b) all other Intellectual Property Rights (other than Registered IP, but subject to Section 2.1(c)), other than StudioCo Intellectual Property Rights, owned by either Party or any member of its Group as of immediately prior to the Effective Time, in each case, including the goodwill associated with or symbolized by any Trademarks included in any of the foregoing Intellectual Property Rights.

"Parties" shall mean the parties to this Agreement.

"Permits" shall mean permits, approvals, authorizations, consents, licenses or certificates issued by any Governmental Authority.

"Person" shall mean an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"Policies" shall mean insurance policies and insurance contracts of any kind, including global property, excess and umbrella liability, domestic and foreign commercial general liability, local foreign placements, directors and officers liability, fiduciary liability, cyber, media and technology errors and omissions liability, employment practices liability, domestic and foreign automobile, cargo stock throughput, customer cargo, global cargo terrorism, workers' compensation and employers' liability, employee dishonesty/crime/fidelity, special contingency (K&R), bonds and self-insurance, together with the rights, benefits, privileges and obligations thereunder.

"Privileged Information" shall mean any information, in written, oral, electronic or any other tangible or intangible forms, including any communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), as to which a Party or any member of its Group would be entitled to assert or have asserted a privilege or other protection, including the attorney-client and attorney work product privileges.

"Real Property" shall mean land together with all easements, rights and interests arising out of the ownership thereof or appurtenant thereto and all buildings, structures, improvements and fixtures located thereon.

"Real Property Leases" shall mean all leases to Real Property and, to the extent covered by such leases, any and all buildings, structures, improvements and fixtures located thereon.

"Registered IP" shall mean all United States, international or foreign: (a) patents and patent applications; (b) registered Trademarks and applications to register Trademarks; and (c) registered copyrights and applications for copyright registration.

"Representatives" shall mean, with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer or other encumbrance of any nature whatsoever.

"Shared Services Agreement" shall mean the Shared Services Agreement to be entered into by and between Parent and StudioCo or any members of their respective Groups in connection with the Separation and the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Software" shall mean any and all software, computer program, application, application programming interface, middleware or firmware, including software implementations of algorithms, models (including any large language models) and methodologies, in each case, whether in source code, object code, human readable form or other form, and all documentation (including user manuals and other training documentation) relating to any of the foregoing.

"Starz Business" shall mean the Media Networks business and operations of Parent and its relevant Subsidiaries, as such business and operations are described under the caption of the "Media Networks" segment of Parent in its Annual Report on Form 10-K for the fiscal year ended March 31, 2023 and conducted at any time prior to the Effective Time by either Party or any of their current or former member of its Group, together with the exploitation of the rights granted or assigned to Parent and the applicable members of the Parent Group under the Starz Series Contracts, as permitted under such Starz Series Contracts and subject to the terms thereof. For the avoidance of doubt, the Starz Business shall include only the business and operations described in the immediately prior sentence, and shall not include any other businesses or operations of Parent or any of its Subsidiaries.

"Starz Series Contracts" shall mean the agreements set forth on Schedule 2.7(b)(vi).

"Starz Transferred Entities" shall mean the entities set forth on Schedule 1.5.

"Studio Business" shall mean any and all businesses, operations and activities (whether or not such businesses, operations or activities are or have been terminated, divested or discontinued) conducted at any time prior to the Effective Time by either Party or any member of its Group, other than the Starz Business.

"StudioCo Accounts Payable" shall mean any and all trade and non-trade accounts payable of either Party or member of its Group outstanding as of immediately prior to the Effective Time, in each case, to the extent related to the Studio Business or arising out of any StudioCo Contract.

"StudioCo Accounts Receivable" shall mean any and all trade and non-trade accounts receivable of either Party or member of its Group outstanding as of immediately prior to the Effective Time, in each case, to the extent related to the Studio Business or arising out of any StudioCo Contract.

"StudioCo Audio/Visual Works" shall mean any and all Audio/Visual Works owned, used or held for use by either Party or any of the members of its Group as of immediately prior to the Effective Time that are primarily used, or held or developed primarily for use, in or that primarily relate to the Studio Business.

"StudioCo Balance Sheet" shall mean the combined balance sheet of the Studio Business, including any notes and subledgers thereto, as presented in the Registration Statement/Proxy Statement (as defined in the BCA) at the time it is declared effective under the Securities Act.

"StudioCo Books and Records" shall mean all books and records to the extent used in or necessary, as of immediately prior to the Effective Time, for the operation of the Studio Business, including financial, employee, and general business operating documents, instruments, papers, books, books of account, records and files and data related thereto (including regulatory dossiers, correspondence and related documentation); provided, that StudioCo Books and Records shall not include material that Parent is not permitted by applicable Law or binding agreement to disclose or transfer to StudioCo.

"StudioCo Contracts" means (a) any Contract to which either Party or any member of its Group is a party or to which any of the StudioCo Assets is subject, in each case that primarily relates to or is primarily used in connection with the Studio Business (in any event including the StudioCo Leases), (b) to the extent assignable, the applicable portion of any assignment, work made for hire, non-disclosure or confidentiality agreements to the extent relating to the assignment or ownership of or restricting the use or disclosure of information of the Studio Business or any StudioCo Asset (including any such agreement) and (c) the applicable portions of each Shared Contract.

"StudioCo Designees" shall mean any and all entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability entities or other entities) designated by Parent that will be members of the StudioCo Group as of immediately prior to the Effective Time.

"StudioCo Domains and Social Media" shall mean any and all Domains and Social Media owned or controlled by, or registered in the name of, either Party or any member of its Group as of immediately prior to the Effective Time that are primarily used or held primarily for use in or primarily related to the Studio Business.

"StudioCo Employee" means any Employee who is not a Parent Employee.

"StudioCo Group" shall mean (a) prior to the Effective Time, StudioCo and each Person that will be a Subsidiary of StudioCo immediately after the Effective Time, including the StudioCo Transferred Entities and their respective Subsidiaries, even if, prior to the Effective Time, such Person is not a Subsidiary of StudioCo, and (b) on and after the Effective Time, StudioCo and each Person that is a Subsidiary of StudioCo.

"StudioCo Information Technology" shall mean any and all Information Technology owned by either Party or any member of its Group as of immediately prior to the Effective Time that are primarily used, or held or developed primarily for use, in or primarily related to the Studio Business.

"StudioCo Intellectual Property Rights" shall mean (a) the Registered IP (i) constituting registered copyrights or applications (other than those identified on Schedule 1.1 or otherwise allocated under a Starz Series Contract, but subject to Section 2.1(c)) for registered copyrights in StudioCo Audio/Visual Works or other copyrighted StudioCo Assets, or (ii) otherwise set forth on Schedule 1.2 (other than those otherwise allocated under a Starz Series Contract, and (b) any and all other Intellectual Property Rights (other than Registered IP, but subject to Section 2.1(c)) owned by either Party or any of the members of its Group as of immediately prior to the Effective Time that are primarily used, or held or developed primarily for use, in or primarily related to the Studio Business, in each case, including the goodwill associated with or symbolized by any Trademarks included in any of the foregoing Intellectual Property Rights.

"StudioCo Leases" shall have the meaning set forth in the definition of StudioCo Real Property.

"StudioCo Permits" shall mean all Permits owned or licensed by either Party or any member of its Group primarily used or held for use primarily in the Studio Business as of immediately prior to the Effective Time, for the avoidance of doubt.

"StudioCo Real Property" shall mean (a) all of the Real Property owned by either Party or member of its Group as of immediately prior to the Effective Time listed or described on Schedule 1.3(a), (b) the Real Property Leases to which either Party or member of its Group is party as of immediately prior to the Effective Time set forth on Schedule 1.3(b) ("StudioCo Leases") and (c) all recorded Real Property notices, easements, and obligations with respect to the Real Property and/or Real Property leases described in clauses (a) and (b) of this definition.

"StudioCo Transferred Entities" shall mean the entities set forth on Schedule 1.4.

"Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, joint venture, partnership or other entity of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities, (ii) the total combined equity interests or (iii) the capital or profit interests, in the case of a partnership, or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"Tangible Information" shall mean information that is contained in written, electronic or other tangible forms.

"Tangible Personal Property" shall mean machinery, equipment, hardware, furniture, fixtures, tools, motor vehicles and other transportation equipment, special and general tangible tools, prototypes, models and other tangible personal property, it being understood that Tangible Personal Property shall not include any (a) any Information Technology or (b) Audio/Visual Works.

"Tax" shall have the meaning set forth in the Tax Matters Agreement.

"Tax Act" shall mean the *Income Tax Act* (Canada), as amended.

"Tax Matters Agreement" shall mean the Tax Matters Agreement to be entered into by and between Parent and PubCo in connection with the Separation and the other transactions contemplated by this Agreement, as it may be amended from time to time.

"Tax Return" shall have the meaning set forth in the Tax Matters Agreement.

"Third Party" shall mean any Person other than the Parties or any members of their respective Groups.

"Trademark" means any trademark, service mark, slogan, trade dress, trade name, logo or other designation of origin, including any registrations thereof or applications for such registration, including any and all goodwill associated with or symbolized by any of the foregoing.

"Transaction Documents" shall have the meaning set forth in the BCA.

Terms	Sections
Agreement	Preamble
Delayed Parent Asset	2.5(h)
Delayed Parent Liability	2.5(h)
Delayed StudioCo Asset	2.5(c)
Delayed StudioCo Liability	2.5(c)
HoldCo	Preamble
Indemnifying Party	3.4(a)
Indemnitee	3.4(a)
Indemnity Payment	3.4(a)
Insurance Termination Time	4.2(b)
Linked	2.10(a)
Parent	Preamble
Parent Accounts	2.10(a)
Parent Assets	2.2(b)
Parent Board	Recitals
Parent Books and Records	2.2(b)(iii)
Parent Indemnitees	3.2
Parent Liabilities	2.3(b)
Separation	Recitals
Shared Contract	2.9(a)
Specified Ancillary Agreement	11.19
StudioCo	Preamble
StudioCo Accounts	2.10(a)
StudioCo Assets	2.2(a)
StudioCo Indemnitees	3.3
StudioCo Leases	Article I
StudioCo Liabilities	2.3(a)
StudioCo Policies	4.2(c)
Third-Party Claim	3.5(a)
Transfer Documents	2.1(b)
Unreleased Parent Liability	2.6(b)(ii)
Unreleased StudioCo Liability	2.6(a)(ii)

ARTICLE II
THE SEPARATION

2.1 Transfer of Assets and Assumption of Liabilities.

(a) Subject to Section 2.5, as of the Effective Time:

(i) *Transfer and Assignment of StudioCo Equity Interests.* Parent hereby contributes, assigns, transfers, conveys and delivers, and hereby causes the applicable members of its Group to contribute, assign, transfer, convey and deliver, to HoldCo, and HoldCo hereby accepts and receives from Parent and the applicable members of the Parent Group, all of Parent's and such Parent Group member's respective direct or indirect right, title and interest in and to the outstanding equity interests in StudioCo (the "StudioCo Equity Interests");

(ii) *Transfer and Assignment of StudioCo Assets*. Parent hereby contributes, assigns, transfers, conveys and delivers, and hereby causes the applicable members of its Group to contribute, assign, transfer, convey and deliver to StudioCo, or the applicable StudioCo Designees, and StudioCo or such StudioCo Designees hereby accept and receive from Parent and the applicable members of the Parent Group, all of Parent's and such Parent Group member's respective direct or indirect entire worldwide right, title and interest in and to all of the StudioCo Assets (it being understood that if any StudioCo Asset shall be held by a StudioCo Transferred Entity or a wholly owned Subsidiary of a StudioCo Transferred Entity, such StudioCo Asset will be assigned, transferred, conveyed and delivered to StudioCo as a result of the transfer of all of the equity interests in such StudioCo Transferred Entity from Parent or the applicable members of the Parent Group to StudioCo or the applicable StudioCo Designee if such StudioCo Asset is not otherwise directly assigned, transferred, conveyed and delivered to StudioCo or the applicable StudioCo Designee);

(iii) *Acceptance and Assumption of StudioCo Liabilities*. From and after the Effective Time, StudioCo and the applicable StudioCo Designees hereby accept, assume and agree faithfully to perform, discharge and fulfill all the StudioCo Liabilities in accordance with their respective terms (it being understood that if any StudioCo Liability is a liability of a StudioCo Transferred Entity or a wholly owned Subsidiary of a StudioCo Transferred Entity, such StudioCo Liability may be assumed by StudioCo as a result of the transfer of all of the equity interests in such StudioCo Transferred Entity from Parent or the applicable members of the Parent Group to StudioCo or the applicable StudioCo Designee). StudioCo and such StudioCo Designees shall be responsible for all StudioCo Liabilities, regardless of when or where such StudioCo Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Effective Time, regardless of where or against whom such StudioCo Liabilities are asserted or determined (including any StudioCo Liabilities arising out of claims made by Parent's or StudioCo's respective directors, officers, employees, agents, Subsidiaries or Affiliates against any member of the Parent Group or the StudioCo Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Parent Group or the StudioCo Group, or any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates;

(iv) *Transfer and Assignment of Parent Assets*. Parent and StudioCo hereby cause StudioCo and the StudioCo Designees to contribute, assign, transfer, convey and deliver to Parent or certain members of the Parent Group designated by Parent, and Parent or such other members of the Parent Group hereby accept and receive from StudioCo and the StudioCo Designees, all of StudioCo's and such StudioCo Designees' respective direct or indirect right, title and interest in and to all Parent Assets held by StudioCo or a StudioCo Designee (it being understood that if any Parent Asset shall be held by a Starz Transferred Entity or a wholly owned Subsidiary of a Starz Transferred Entity, such Parent Asset will be assigned, transferred, conveyed and delivered to Parent as a result of the transfer of all of the equity interests in such Starz Transferred Entity from StudioCo or the applicable members of the StudioCo Group to Parent or the applicable Parent Designee if such Parent Asset is not otherwise directly assigned, transferred, conveyed and delivered to Parent or the applicable Parent Designee); and

(v) *Acceptance and Assumption of Parent Liabilities*. From and after the Effective Time, Parent and certain of members of the Parent Group designated by Parent hereby accept and assume and agree faithfully to perform, discharge and fulfill all of the Parent Liabilities held by StudioCo or any StudioCo Designee (it being understood that if any Parent Liability is a liability of a Starz Transferred Entity or a wholly owned Subsidiary of a Starz Transferred Entity, such Parent Liability may be assumed by Parent as a result of the transfer of all of the equity interests in such Starz Transferred Entity from StudioCo or the applicable members of the StudioCo Group to Parent or the applicable Parent Designee) and Parent and the applicable members of the Parent Group shall be responsible for all Parent Liabilities in accordance with their respective terms, regardless of when or where such Parent Liabilities arose or arise, whether the facts on which they are based occurred prior to or subsequent to the Effective Time, where or against whom such Parent Liabilities are asserted or determined (including any such Parent Liabilities arising out of claims made by Parent's or StudioCo's respective directors, officers, employees, agents, Subsidiaries or Affiliates against any member of the Parent Group or the StudioCo Group) or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Parent Group or the StudioCo Group, or any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates.

(b) *Transfer Documents*. In furtherance of the contribution, assignment, transfer, conveyance and delivery of the Assets and the assumption of the Liabilities in accordance with Section 2.1(a), (i) each Party shall execute and deliver, and shall cause the applicable members of its Group to execute and deliver, to the other Party, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary to evidence the transfer, conveyance and assignment of all of such Party's and the applicable members of its Group's right, title and interest in and to such Assets to the other Party and the applicable members of its Group in accordance with Section 2.1(a), and (ii) each Party shall execute and deliver, and shall cause the applicable members of its Group to execute and deliver, to the other Party, such assumptions of contracts and other instruments of assumption as and to the extent necessary to evidence the valid and effective assumption of the Liabilities by such Party and the applicable members of its Group in accordance with Section 2.1(a). All of the foregoing documents contemplated by this Section 2.1(b) shall be referred to collectively herein as the "Transfer Documents." The Transfer Documents shall effect certain of the transactions contemplated by this Agreement and, notwithstanding anything in this Agreement to the contrary, shall not expand or limit any of the obligations, covenants or agreements in this Agreement. It is expressly agreed that in the event of any conflict between the terms of the Transfer Documents and the terms of this Agreement or an Ancillary Agreement, the terms of this Agreement or the Ancillary Agreement, as applicable, shall control.

(c) *Misallocations*.

(i) In the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party (or any member of such Party's Group) shall receive or otherwise possess any Asset that is allocated to the other Party (or any member of such Party's Group) pursuant to this Agreement or any Ancillary Agreement, such Party shall promptly transfer, or cause to be transferred, such Asset at no additional cost or consideration to the Party so entitled thereto (or to any member of such Party's Group), and such Party (or member of such Party's Group) shall accept such Asset. Prior to any such transfer, the Person receiving or possessing such Asset shall hold such Asset in trust for such other Person. In the event that at any time or from time to time (whether prior to, at or after the Effective Time), one Party (or any member of such Party's Group) shall be liable for or otherwise assume any Liability that is allocated to the other Party (or any member of such Party's Group) pursuant to this Agreement or any Ancillary Agreement, such other Party shall promptly assume, or cause to be assumed, such Liability and agree to faithfully perform such Liability.

(ii) In the event that either Party is or becomes aware of any Registered IP that is, immediately following the Effective Time, primarily used, or held or developed primarily for use, in or primarily related to the business of one Party (i.e., in the case of StudioCo, the StudioCo Business, and in the case of Parent, the Starz Business), but that was as of the Closing, and continues at such time to be, owned by the other Party (or any member(s) of such other Party's Group) (such Registered IP, "Misallocated Registered IP"), and within three (3) years following the date of this Agreement informs the other Party of such belief in writing, then, subject to the other Party's agreement in writing (acting reasonably and in good faith) that such Registered IP constitutes Misallocated Registered IP, then (A) such Misallocated Registered IP shall thereafter be deemed, as applicable, (1) "StudioCo Intellectual Property Rights" if the Parties have agreed that such Misallocated Registered IP is primarily used, or held or developed primarily for use, in or primarily related to, the StudioCo Business, and (2) "Parent Intellectual Property Rights" if the Parties have agreed that such Misallocated Registered IP is primarily used, or held or developed primarily for use, in or primarily related to the Starz Business; and (B) such Misallocated Registered IP shall thereafter immediately be deemed contributed, assigned, transferred, conveyed and delivered (and the Party that erroneously owns such Misallocated Registered IP hereby contributes, assigns, transfers, conveys and delivers to the other Party such Misallocated Registered IP) in accordance with Section 2.1(a)(ii) or (iv), as applicable, and the Parties shall take such actions with respect thereto in accordance with Section 2.1(b). If the Parties do not reach written agreement with respect to the ownership or identification of Misallocated Registered IP within thirty (30) days after a Party is informed by the other Party (acting reasonably and in good faith) of such other Party's assertion in accordance with this Section 2.1(c) that such Registered IP constitutes Misallocated Registered IP, then the Parties shall use commercially reasonable efforts to promptly resolve such dispute in good faith.

(d) *Waiver of Bulk-Sale and Bulk-Transfer Laws*. StudioCo hereby waives compliance by each and every member of the Parent Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the StudioCo Assets to any member of the StudioCo Group. Parent hereby waives compliance by each and every member of the StudioCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Parent Assets to any member of the Parent Group.

(e) *Intellectual Property Rights*.

(i) If and solely to the extent that, as a matter of Law in any jurisdiction, Parent or the applicable members of its Group cannot assign, transfer or convey any of Parent's or such Parent Group members' respective direct or indirect right, title and interest in and to any StudioCo Intellectual Property Rights, then, to the greatest extent permitted under applicable Law, Parent hereby irrevocably grants, and hereby causes the applicable members of its Group to irrevocably grant, to StudioCo, or the applicable StudioCo Designees, an exclusive (even as to Parent and the applicable members of its Group, but subject to any other licenses or other agreements granted between the Parties and their respective Affiliates), irrevocable, assignable, transferable, sublicenseable (including through multiple tiers), worldwide, perpetual, royalty-free license under such StudioCo Intellectual Property Rights to use, reproduce, publish, display, distribute, publicly perform, make derivative works of, make, import, sell, offer for sale, and otherwise exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any and all goods, works or services.

(ii) If and solely to the extent that, as a matter of Law in any jurisdiction, StudioCo or the applicable members of its Group cannot assign, transfer or convey any of StudioCo's or such StudioCo Group members' respective direct or indirect right, title and interest in and to any Parent Intellectual Property Rights, then, to the greatest extent permitted under applicable Law, StudioCo hereby irrevocably grants, and hereby causes the applicable members of its Group to irrevocably grant, to Parent, or the applicable Parent Designees, an exclusive (even as to StudioCo and the applicable members of its Group, but subject to any other licenses or other agreements granted between the Parties and their respective Affiliates), irrevocable, assignable, transferable, sublicenseable (including through multiple tiers), worldwide, perpetual, royalty-free license under such Parent Intellectual Property Rights to use, reproduce, publish, display, distribute, publicly perform, make derivative works of, make, import, sell, offer for sale, and otherwise exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any and all goods, works or services.

(f) *Electronic Transfer*. All transferred StudioCo Assets and Parent Assets, including transferred Audio/Visual Works and Software, that can be delivered by electronic transmission will be so delivered or made available to StudioCo, Parent or their respective designees (as applicable), at a designated FTP site or in another electronic form to be determined by the Parties.

2.2 StudioCo Assets; Parent Assets.

(a) *StudioCo Assets*. For purposes of this Agreement, "StudioCo Assets" shall mean (without duplication), except as set forth on Schedule 2.2(a), those Assets of either Party or the members of their respective Groups as of immediately prior to the Effective Time, whether now existing or hereinafter acquired, used or contemplated to be used or held for use exclusively or primarily in the ownership, operation or conduct of the Studio Business or relating exclusively or primarily to the Studio Business or to a member of the StudioCo Group, including the following:

(i) (A) all issued and outstanding capital stock or other equity interests of the StudioCo Transferred Entities that are owned by either Party or any members of its Group as of immediately prior to the Effective Time and (B) the equity interests set forth on Schedule 2.2(a)(i);

(ii) except as otherwise set forth in this Section 2.2(a), all Assets of either Party or any members of its Group included or reflected as assets of the StudioCo Group on the StudioCo Balance Sheet, subject to any dispositions of such Assets subsequent to the date of the StudioCo Balance Sheet; provided, that the amounts set forth on the StudioCo Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of StudioCo Assets pursuant to this clause (ii);

(iii) except as otherwise set forth in this Section 2.2(a), all Assets of either Party or any of the members of its Group as of immediately prior to the Effective Time that are of a nature or type that would have resulted in such Assets being included as Assets of StudioCo or members of the StudioCo Group on a pro forma combined balance sheet of the StudioCo Group or any notes or subledgers thereto as of immediately prior to the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Assets included on the StudioCo Balance Sheet), it being understood that (x) the StudioCo Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of StudioCo Assets pursuant to this clause (iii); and (y) the amounts set forth on the StudioCo Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of StudioCo Assets pursuant to this clause (iii);

(iv) all Assets of either Party or any of the members of its Group as of immediately prior to the Effective Time that are expressly provided by any provision of this Agreement or any Ancillary Agreement as Assets to be transferred to or owned by StudioCo or any other member of the StudioCo Group;

(v) all StudioCo Contracts as of immediately prior to the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of immediately prior to the Effective Time;

(vi) any and all StudioCo Accounts Receivable;

(vii) any and all finished goods inventory, supplies, components, packaging materials and other inventories, including any inventory in-transit and other inventories being held by third parties pursuant to consignment and used inventory, and all valuation-related adjustments relating thereto (including those relating to warranty, prompt pay discounts, royalties and other items), in each case, primarily related to the Studio Business as of immediately prior to the Effective Time;

(viii) any and all StudioCo Books and Records in the possession of either Party or any member of its Group as of immediately prior to the Effective Time; provided, that Parent shall be permitted to continue to use and, if applicable, retain copies of, (A) any StudioCo Books and Records that as of the Effective Time are used in or necessary for the operation or conduct of the Starz Business, (B) any StudioCo Books and Records that Parent is required by applicable Law to retain (and if copies are not provided to StudioCo, then, to the extent permitted by applicable Law, such copies will be made available to StudioCo upon StudioCo's reasonable request), (C) any StudioCo Books and Records to the extent required to demonstrate compliance with applicable Law or pursuant to internal compliance procedures or related to any Parent Assets or Parent's and/or its Affiliates' obligations under this Agreement or any of the Ancillary Agreements and (D) "back-up" electronic tapes of such StudioCo Books and Records maintained by Parent in the ordinary course of business, and such copies described in clauses (A) through (D) shall be considered "Parent Assets";

(ix) all StudioCo Intellectual Property Rights, including, for clarity, (a) all rights to sue for any past, present or future infringement, misappropriation or other violation of any StudioCo Intellectual Property Rights, and to seek, recover and retain damages, costs or attorney's fees due or accrued for any such past, present or future infringement, misappropriation or violation thereof, (b) all rights to file for registration or issuance of any of the foregoing, (c) all proceeds now or hereafter due or payable with respect to any of the foregoing, and (d) any and all goodwill associated with or symbolized by any Trademarks included in such StudioCo Intellectual Property Rights;

(x) all StudioCo Audio/Visual Works; provided that Parent shall be permitted to continue to use and, if applicable, retain copies of, StudioCo Audio/Visual Works as expressly permitted under any separate licensing or similar arrangements in favor of any member of the Parent Group;

(xi) all StudioCo Information Technology;

(xii) all StudioCo Domains and Social Media;

(xiii) all StudioCo Permits as of immediately prior to the Effective Time and all rights, interests or claims of either Party or any of the members of its Group thereunder as of immediately prior to the Effective Time;

(xiv) all cash and cash equivalents of StudioCo or any members of the StudioCo Group as of immediately prior to the Effective Time, except for any cash or cash equivalents withdrawn from StudioCo Accounts in accordance with Section 2.9(d);

(xv) all StudioCo Real Property as of immediately prior to the Effective Time;

(xvi) all Tangible Personal Property primarily related to the Studio Business; and

(xvii) any and all Assets set forth on Schedule 2.2(a)(xvii).

Notwithstanding the foregoing, the Parties hereby acknowledge and agree that (A) while a single asset may fall within more than one of the clauses (i) through (xvii) in this Section 2.2(a), such fact does not imply that (x) such asset shall be transferred more than once or (y) any duplication of such asset is required, (B) the StudioCo Assets shall not in any event include any Asset referred to in clauses (i) through (xi) of Section 2.2(b) (other than as referred to in the proviso of Section 2.2(b)(iii)) or any Assets set forth in Schedule 2.2(a)(xviii), and (C) the StudioCo Assets shall not include any Tax assets, which shall be governed as provided in the Tax Matters Agreement.

(b) *Parent Assets*. For the purposes of this Agreement, "Parent Assets" shall mean all Assets of either Party or the members of their respective Groups as of immediately prior to the Effective Time, other than the StudioCo Assets. Notwithstanding anything herein to the contrary, the Parent Assets shall include:

(i) all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by Parent or any other member of the Parent Group, including the equity interests set forth on Schedule 2.2(b)(i);

(ii) all contracts and agreements of either Party or any of the members of its Group as of immediately prior to the Effective Time other than the StudioCo Contracts;

(iii) any and all books and records other than the StudioCo Books and Records (collectively, "Parent Books and Records") in the possession of either Party or any member of its Group as of immediately prior to the Effective Time; provided, that, (x) any and all Parent Books and Records in the possession, custody, or control of any member of the StudioCo Group as of the Effective Time shall remain in the possession, custody, or control of the StudioCo Group, and access by Parent and the Parent Group to such Parent Books and Records from and after the Effective Time shall be in accordance with Article V and (y) StudioCo shall be permitted to continue to use and if applicable, retain copies of, (A) any Parent Books and Records that as of the Effective Time are used in or necessary for the operation or conduct of the Studio Business, (B) any Parent Books and Records that StudioCo is required by applicable Law to retain (and if copies are not provided to Parent, then, to the extent permitted by applicable Law, such copies will be made available to Parent upon Parent's reasonable request), (C) any Parent Books and Records to the extent required to demonstrate compliance with applicable Law or pursuant to internal compliance procedures or related to any StudioCo Assets or StudioCo's and/or its Affiliates' obligations under this Agreement or any of the Ancillary Agreements and (D) "back-up" electronic tapes of such Parent Books and Records maintained by StudioCo in the ordinary course of business, and such copies described in clauses (A) through (D) shall be considered "StudioCo Assets";

(iv) all Parent Intellectual Property Rights, including, for clarity, (a) all rights to sue for any past, present or future infringement, misappropriation or other violation of any Parent Intellectual Property Rights, and to seek, recover and retain damages due or accrued for any such past, present or future infringement, misappropriation or violation thereof, (b) all rights to file for registration or issuance of any of the foregoing, (c) all proceeds now or hereafter due or payable with respect to any of the foregoing, and (d) any and all goodwill associated with or symbolized by any Trademarks included in such Parent Intellectual Property Rights;

(v) all Information Technology, other than StudioCo Information Technology, owned by either Party or any member of its Group as of immediately prior to the Effective Time;

(vi) the Domains and Social Media owned by either Party or any member of its Group as of immediately prior to the Effective Time other than StudioCo Domains and Social Media;

(vii) all Accounts Receivable, other than the StudioCo Accounts Receivable;

(viii) all Permits of either Party or any of the members of its Group as of immediately prior to the Effective Time (other than the StudioCo Permits) and all rights, interests or claims of either Party or any of the members of its Group thereunder as of immediately prior to the Effective Time;

(ix) all Real Property of either Party or any of the members of its Group as of immediately prior to the Effective Time (other than the StudioCo Real Property);

(x) all cash and cash equivalents of either Party or any of the members of its Group as of immediately prior to the Effective Time (other than cash and cash equivalents of StudioCo or any other member of the StudioCo Group as of immediately prior to the Effective Time, except for any cash or cash equivalents withdrawn from StudioCo Accounts in accordance with Section 2.9(d)); and

(xi) any and all Assets assigned to any member of the Parent Group under any Starz Series Contracts or set forth onSchedule 2.2(b)(xi).

provided that, notwithstanding the foregoing, the Parent Assets shall not include any Tax assets, which shall be governed as provided in the Tax Matters Agreement.

2.3 StudioCo Liabilities; Parent Liabilities.

(a) *StudioCo Liabilities*. For the purposes of this Agreement, "StudioCo Liabilities" shall mean the following Liabilities of either Party or any of the members of its Group:

(i) any and all Liabilities included or reflected as liabilities or obligations of StudioCo or the members of the StudioCo Group on the StudioCo Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the StudioCo Balance Sheet; provided, that the amounts set forth on the StudioCo Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of StudioCo Liabilities pursuant to this clause (i);

(ii) any and all Liabilities as of immediately prior to the Effective Time that are of a nature or type that would have resulted in such Liabilities being included or reflected as liabilities or obligations of StudioCo or the members of the StudioCo Group on a pro forma combined balance sheet of the StudioCo Group or any notes or subledgers thereto as of immediately prior to the Effective Time (were such balance sheet, notes and subledgers to be prepared on a basis consistent with the determination of the Liabilities included on the StudioCo Balance Sheet), it being understood that (x) the StudioCo Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of StudioCo Liabilities pursuant to this clause (ii); and (y) the amounts set forth on the StudioCo Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of StudioCo Liabilities pursuant to this clause (ii);

(iii) any and all StudioCo Accounts Payable;

(iv) any and all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by StudioCo or any other member of the StudioCo Group, and all agreements, obligations and Liabilities of any member of the StudioCo Group under this Agreement or any of the Ancillary Agreements;

(v) except as otherwise set forth in this Section 2.3(a), any and all Liabilities, relating to, arising out of or resulting from the actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent that such Liabilities relate to, arise out of or result from (and only such portion relating to, arising out of or resulting from) the Studio Business or a StudioCo Asset;

(vi) subject to Article VI, any and all Liabilities related to the StudioCo Employees and Former StudioCo Employees, including Liabilities for compensation and benefits, but excluding any and all Liabilities in respect of equity and equity-based awards granted by Parent to StudioCo Employees and Former StudioCo Employees (provided that the costs of such awards shall be reflected as an expense on the financial statements of the StudioCo Group for accounting purposes in accordance with the Shared Services Agreement); and

(vii) any and all Liabilities (x) arising out of any matter set forth on Schedule 2.3(a)(vii) or (y) arising out of any claims made by any Third Party (including Parent's or StudioCo's respective directors, officers, shareholders, employees and agents) against any member of the Parent Group or the StudioCo Group to the extent relating to, arising out of or resulting from (and only such portion relating to, arising out of or resulting from) the Studio Business or the StudioCo Assets, or the other business, operations, activities or Liabilities referred to in clauses (i) through (vi) above.

provided that, notwithstanding the foregoing or anything else to the contrary herein, the StudioCo Liabilities shall not include any Liabilities of the StudioCo Transferred Entities arising under or in connection with the LG Credit Agreement and the senior notes issued under the LG Indenture to the extent not expressly assumed or incurred pursuant to the Intercompany Financing Arrangement to be entered into at or prior to the Effective Time.

Notwithstanding the foregoing, the Parties hereby acknowledge and agree that (A) while a single Liability may fall within more than one of the clauses (i) through (vii) in this Section 2.3(a), such fact does not imply that (x) such Liability shall be transferred more than once or (y) any duplication of such Liability is required, (B) the StudioCo Liabilities shall not in any event include any Liability referred to in clauses (i) through (vii) of Section 2.3(b) or any Liabilities set forth in Schedule 2.3(a)(viii), and (C) the StudioCo Liabilities shall not include any Liabilities related to Taxes, which shall be governed as provided in the Tax Matters Agreement.

(b) *Parent Liabilities*. For the purposes of this Agreement, "Parent Liabilities" shall mean the following Liabilities of either Party or any of the members of its Group:

(i) any and all Accounts Payable, other than the StudioCo Accounts Payable;

(ii) any and all Liabilities relating to, arising out of or resulting from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to, at or after the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time) of any member of the Parent Group, and, prior to the Effective Time, any member of the StudioCo Group, in each case, to the extent that such Liabilities are not StudioCo Liabilities;

(iii) any and all Liabilities that are expressly provided by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Parent or any other member of the Parent Group, and all agreements, obligations and Liabilities of any member of the Parent Group under this Agreement or any of the Ancillary Agreements;

(iv) subject to Article VI, any and all Liabilities related to the Parent Employees and Former Parent Employees including Liabilities for compensation and benefits;

(v) Any and all Liabilities in respect of equity and equity-based awards granted by Parent to Employees and Former Employees (provided that the costs of such awards shall be reflected as an expense on the financial statements of the StudioCo Group for accounting purposes in accordance with the Shared Services Agreement);

(vi) any and all Liabilities (x) arising out of any matter set forth on Schedule 2.3(b)(vi) or (y) arising out of any claims made by any Third Party (including Parent's or StudioCo's respective directors, officers, shareholders, employees and agents) against any member of the Parent Group or the StudioCo Group to the extent relating to, arising out of or resulting from (and only such portion relating to, arising out of or resulting from) the Starz Business or the Parent Assets, or the other business, operations, activities or Liabilities referred to in clauses (i) through (v) above; and

(vii) any and all Liabilities set forth on Schedule 2.3(b)(vii);

provided that, notwithstanding the foregoing, the Parent Liabilities shall not include any Liabilities for Taxes, which shall be governed as provided in Tax Matters Agreement.

2.4 Effective Time. Subject to the terms and conditions of this Agreement, the Separation shall be consummated at a closing by electronic exchange of documents and signatures at 12:00 a.m. (Vancouver time) on the date hereof, or at such other place or on such other date and time as Parent and StudioCo may mutually agree upon in writing (such date, the "Effective Date," and such time, the "Effective Time").

2.5 Approvals and Notifications.

(a) *Approvals and Notifications for StudioCo Assets and Liabilities*. To the extent that the transfer or assignment of any StudioCo Asset, the assumption of any StudioCo Liability or the Separation requires any Approvals or Notifications, the Parties shall use their commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable and within any time periods required by such Approvals or Notifications; provided, however, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between Parent and StudioCo, neither Parent nor StudioCo shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation or agreeing to any amended contract terms) to any Person in order to obtain or make such Approvals or Notifications.

(b) *Delayed StudioCo Transfers*. If and to the extent that the valid, complete and perfected transfer or assignment to the StudioCo Group of any StudioCo Asset or assumption by the StudioCo Group of any StudioCo Liability in connection with the Separation would be a violation of applicable Law or require any Approvals or Notifications that have not been obtained or made by the Effective Time, then, unless the Parties mutually shall otherwise determine, the transfer or assignment to the StudioCo Group of such StudioCo Assets or the assumption by the StudioCo Group of such StudioCo Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such StudioCo Assets or StudioCo Liabilities shall continue to constitute StudioCo Assets and StudioCo Liabilities for all other purposes of this Agreement.

(c) *Treatment of Delayed StudioCo Assets and Delayed StudioCo Liabilities* If any transfer or assignment of any StudioCo Asset (or a portion thereof) or any assumption of any StudioCo Liability (or a portion thereof) intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated at or prior to the Effective Time, whether as a result of the provisions of Section 2.5(b) or for any other reason (any such StudioCo Asset (or a portion thereof), a "Delayed StudioCo Asset" and any such StudioCo Liability (or a portion thereof), a "Delayed StudioCo Liability"), then, insofar as reasonably possible and subject to applicable Law, the member of the Parent Group retaining such Delayed StudioCo Asset or such Delayed StudioCo Liability, as the case may be, shall thereafter hold such Delayed StudioCo Asset or Delayed StudioCo Liability, as the case may be, for the use and benefit (or the performance and obligation, in the case of a Liability) of the member of the StudioCo Group entitled thereto (at the expense of the member of the StudioCo Group entitled thereto), and such member of the StudioCo Group shall be afforded all the benefits and burdens of such Delayed StudioCo Asset or Delayed StudioCo Liability, as applicable. In addition, the member of the Parent Group retaining such Delayed StudioCo Asset or such Delayed StudioCo Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed StudioCo Asset or Delayed StudioCo Liability in the ordinary course of business in accordance with StudioCo Group past practice and take such other actions as may be reasonably requested by the member of the StudioCo Group to whom such Delayed StudioCo Asset is to be transferred or assigned, or which will assume such Delayed StudioCo Liability, as the case may be, in order to place such member of the StudioCo Group in a substantially similar position as if such Delayed StudioCo Asset or Delayed StudioCo Liability had been contributed, transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such Delayed StudioCo Asset or Delayed StudioCo Liability, as the case may be, including use, risk of loss, potential for gain and dominion, control and command over such Delayed StudioCo Asset or Delayed StudioCo Liability, as the case may be, and all costs and expenses related thereto, shall enure from and after the Effective Time (and from any earlier time provided for in a Transfer Document until the Effective Time) to the StudioCo Group. Each of Parent and StudioCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes any Delayed StudioCo Asset or Delayed StudioCo Liability as an Asset owned by, and/or a Liability of, as applicable, StudioCo or the applicable member(s) of the StudioCo Group, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law). For the avoidance of doubt, Parent shall not dispose of, pledge, sell or otherwise transfer any Delayed StudioCo Asset without the prior written consent of StudioCo.

(d) *Transfer of Delayed StudioCo Assets and Delayed StudioCo Liabilities* If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed StudioCo Asset or the deferral of assumption of any Delayed StudioCo Liability pursuant to Section 2.5(b), are obtained or made, and, if and when any other legal impediments to the transfer or assignment of any Delayed StudioCo Asset or the assumption of any Delayed StudioCo Liability have been removed, the transfer or assignment of the applicable Delayed StudioCo Asset or the assumption of the applicable Delayed StudioCo Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(e) *Costs for Delayed StudioCo Assets and Delayed StudioCo Liabilities*. Except as otherwise agreed in writing between the Parties, any member of the Parent Group retaining a Delayed StudioCo Asset or Delayed StudioCo Liability due to the deferral of the transfer or assignment of such Delayed StudioCo Asset or the deferral of the assumption of such Delayed StudioCo Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced (or otherwise made available) by StudioCo or the member of the StudioCo Group entitled to the Delayed StudioCo Asset or Delayed StudioCo Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by StudioCo or the member of the StudioCo Group entitled to such Delayed StudioCo Asset or Delayed StudioCo Liability; provided, however, that the Parent Group shall not knowingly allow the loss or diminution in value of any Delayed StudioCo Asset without first providing the StudioCo Group commercially reasonable notice of such potential loss or diminution in value and affording the StudioCo Group commercially reasonable opportunity to take action to prevent such loss or diminution in value.

(f) *Approvals and Notifications for Parent Assets and Liabilities*. To the extent that the transfer or assignment of any Parent Asset, the assumption of any Parent Liability or the Separation requires any Approvals or Notifications, the Parties shall use their commercially reasonable efforts to obtain or make such Approvals or Notifications as soon as reasonably practicable and within any time periods required by such Approvals or Notifications; provided, however, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between Parent and StudioCo, neither Parent nor StudioCo shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation or agreeing to any amended contract terms) to any Person in order to obtain or make such Approvals or Notifications.

(g) *Delayed Parent Transfers*. If and to the extent that the valid, complete and perfected transfer or assignment to the Parent Group of any Parent Asset or assumption by the Parent Group of any Parent Liability in connection with the Separation would be a violation of applicable Law or require any Approvals or Notifications that have not been obtained or made by the Effective Time then, unless the Parties mutually shall otherwise determine, the transfer or assignment to the Parent Group of such Parent Assets or the assumption by the Parent Group of such Parent Liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall be null and void until such time as all legal impediments are removed or such Approvals or Notifications have been obtained or made. Notwithstanding the foregoing, any such Parent Assets or Parent Liabilities shall continue to constitute Parent Assets and Parent Liabilities for all other purposes of this Agreement.

(h) *Treatment of Delayed Parent Assets and Delayed Parent Liabilities*. If any transfer or assignment of any Parent Asset (or a portion thereof) or any assumption of any Parent Liability (or a portion thereof) intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated at or prior to the Effective Time whether as a result of the provisions of Section 2.5(g) or for any other reason (any such Parent Asset (or a portion thereof), a "Delayed Parent Asset" and any such Parent Liability (or a portion thereof), a "Delayed Parent Liability"), then, insofar as reasonably possible and subject to applicable Law, the member of the StudioCo Group retaining such Delayed Parent Asset or such Delayed Parent Liability, as the case may be, shall thereafter hold such Delayed Parent Asset or Delayed Parent Liability, as the case may be, for the use and benefit (or the performance or obligation, in the case of a Liability) of the member of the Parent Group entitled thereto (at the expense of the member of the Parent Group entitled thereto), and such member of the Parent Group shall be afforded all the benefits and

burdens of such Delayed Parent Asset or Delayed Parent Liability, as applicable. In addition, the member of the StudioCo Group retaining such Delayed Parent Asset or such Delayed Parent Liability shall, insofar as reasonably possible and to the extent permitted by applicable Law, treat such Delayed Parent Asset or Delayed Parent Liability in the ordinary course of business in accordance with Parent Group past practice and take such other actions as may be reasonably requested by the member of the Parent Group to which such Delayed Parent Asset is to be transferred or assigned, or which will assume such Delayed Parent Liability, as the case may be, in order to place such member of the Parent Group in a substantially similar position as if such Delayed Parent Asset or Delayed Parent Liability had been contributed, transferred, assigned or assumed as contemplated hereby and so that all the benefits and burdens relating to such Delayed Parent Asset or Delayed Parent Liability, as the case may be, including use, risk of loss, potential for gain, and dominion, control and command over such Delayed Parent Asset or Delayed Parent Liability, as the case may be, and all costs and expenses related thereto, shall enure from and after the Effective Time (and from any earlier time provided for in a Transfer Document until the Effective Time) to the Parent Group. Each of Parent and StudioCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes any Delayed Parent Asset or Delayed Parent Liability as an Asset owned by, and/or a Liability of, as applicable, Parent or the applicable member(s) of the Parent Group, not later than the Effective Time, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

(i) *Transfer of Delayed Parent Assets and Delayed Parent Liabilities*. If and when the Approvals or Notifications, the absence of which caused the deferral of transfer or assignment of any Delayed Parent Asset or the deferral of assumption of any Delayed Parent Liability pursuant to Section 2.5(g), are obtained or made, and, if and when any other legal impediments to the transfer or assignment of any Delayed Parent Asset or the assumption of any Delayed Parent Liability have been removed, the transfer or assignment of the applicable Delayed Parent Asset or the assumption of the applicable Delayed Parent Liability, as the case may be, shall be effected in accordance with the terms of this Agreement and/or the applicable Ancillary Agreement.

(j) *Costs for Delayed Parent Assets and Delayed Parent Liabilities*. Except as otherwise agreed in writing between the Parties, any member of the StudioCo Group retaining a Delayed Parent Asset or Delayed Parent Liability due to the deferral of the transfer or assignment of such Delayed Parent Asset or the deferral of the assumption of such Delayed Parent Liability, as the case may be, shall not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced (or otherwise made available) by Parent or the member of the Parent Group entitled to the Delayed Parent Asset or Delayed Parent Liability, other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by Parent or the member of the Parent Group entitled to such Delayed Parent Asset or Delayed Parent Liability; provided, however, that the StudioCo Group shall not knowingly allow the loss or diminution in value of any Delayed Parent Asset without first providing the Parent Group commercially reasonable notice of such potential loss or diminution in value and affording the Parent Group commercially reasonable opportunity to take action to prevent such loss or diminution in value.

2.6 Assignment and Novation of Liabilities.

(a) *Assignment and Novation of StudioCo Liabilities.*

(i) Prior to the Effective Time, each of Parent and StudioCo, at the request of the other, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all StudioCo Liabilities and obtain in writing the unconditional release of each member of the Parent Group that is a party to or otherwise obligated under any such arrangements, to the extent permitted by applicable Law, so that, in any such case, the members of the StudioCo Group shall be solely responsible for such StudioCo Liabilities; provided, however, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither Parent nor StudioCo shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation or agreeing to any amended contract terms) to any third (3rd) Person from whom any such consent, substitution, approval, amendment or release is requested. To the extent such substitution contemplated by the first sentence of this Section 2.6(a)(i) has been effected, the members of the Parent Group shall, from and after the Effective Time, cease to have any obligation whatsoever arising from or in connection with such StudioCo Liabilities.

(ii) If Parent or StudioCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release, and the applicable member of the Parent Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an "Unreleased StudioCo Liability"), StudioCo shall, to the extent not prohibited by Law, (A) use its commercially reasonable efforts to effect such consent, substitution, approval, amendment or release as soon as practicable following the Effective Time, and (B) as indemnitor, guarantor, agent or subcontractor for such member of the Parent Group, as the case may be, (1) pay, perform and discharge fully all the obligations or other Liabilities of such member of the Parent Group that constitute Unreleased StudioCo Liabilities from and after the Effective Time and (2) use its commercially reasonable efforts to effect such payment, performance or discharge prior to any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the Parent Group. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased StudioCo Liabilities shall otherwise become assignable or able to be novated, Parent shall promptly assign, or cause to be assigned, and StudioCo or the applicable member of the StudioCo Group shall assume, such Unreleased StudioCo Liabilities without exchange of further consideration.

(iii) If Parent or StudioCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release as set forth in clause (ii) of this Section 2.6(a), StudioCo and any relevant member of its Group that has assumed the applicable Unreleased StudioCo Liability shall indemnify, defend and hold harmless Parent against or from such Unreleased StudioCo Liability in accordance with the provisions of Article III and shall, as agent or subcontractor for Parent, pay, perform and discharge fully all the obligations or other Liabilities of Parent thereunder.

(b) *Assignment and Novation of Parent Liabilities.*

(i) Prior to the Effective Time, each of StudioCo and Parent, at the request of the other, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any consent, substitution, approval or amendment required to novate or assign all Parent Liabilities and obtain in writing the unconditional release of each member of the StudioCo Group that is a party to or otherwise obligated under any such arrangements, to the extent permitted by applicable Law, so that, in any such case, the members of the Parent Group shall be solely responsible for such Parent Liabilities; provided, however, that, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, neither Parent nor StudioCo shall be obligated to contribute any capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation or agreeing to any amended contract terms) to any third (3rd) Person from whom any such consent, substitution, approval, amendment or release is requested; provided, further, that, subject to the effectiveness of the Intercompany Financing Arrangements, Parent shall not be required to obtain or cause to be obtained any novation, assignment or release arising under or in connection with the LG Credit Agreement or the senior notes issued under the LG Indenture. To the extent such substitution contemplated by the first sentence of this Section 2.6(b)(i) has been effected, the members of the StudioCo Group shall, from and after the Effective Time, cease to have any obligation whatsoever arising from or in connection with such Parent Liabilities.

(ii) If Parent or StudioCo is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release and the applicable member of the StudioCo Group continues to be bound by such agreement, lease, license or other obligation or Liability (each, an “Unreleased Parent Liability”), Parent shall, to the extent not prohibited by Law, (A) use its commercially reasonable effort to effect such consent, substitution, approval, amendment or release as soon as practicable following the Effective Time, and (B) as indemnitor, guarantor, agent or subcontractor for such member of the StudioCo Group, as the case may be, (1) pay, perform and discharge fully all the obligations or other Liabilities of such member of the StudioCo Group that constitute Unreleased Parent Liabilities from and after the Effective Time and (2) use its commercially reasonable efforts to effect such payment, performance or discharge prior to any demand for such payment, performance or discharge is permitted to be made by the obligee thereunder on any member of the StudioCo Group; provided, further, that, subject to the effectiveness of the Intercompany Financing Arrangements, Parent shall not be required to obtain or cause to be obtained any novation, assignment or release arising under or in connection with the LG Credit Agreement or the senior notes issued under the LG Indenture. If and when any such consent, substitution, approval, amendment or release shall be obtained or the Unreleased Parent Liabilities shall otherwise become assignable or able to be novated, StudioCo shall promptly assign, or cause to be assigned, and Parent or the applicable member of the Parent Group shall assume, such Unreleased Parent Liabilities without exchange of further consideration.

(iii) If StudioCo or Parent is unable to obtain, or to cause to be obtained, any such required consent, substitution, approval, amendment or release as set forth in clause (ii) of this Section 2.6(b), Parent and any relevant member of its Group (except for members of the StudioCo Group) that has assumed the applicable Unreleased Parent Liability shall indemnify, defend and hold harmless StudioCo against or from such Unreleased Parent Liability in accordance with the provisions of Article III and shall, as agent or subcontractor for StudioCo, pay, perform and discharge fully all the obligations or other Liabilities of StudioCo thereunder; provided, further, that, subject to the effectiveness of the Intercompany Financing Arrangements, Parent shall not be required to indemnify, defend or hold harmless StudioCo or any relevant member of its Group against any Unreleased Parent Liability arising under or in connection with the LG Credit Agreement or the senior notes issued under the LG Indenture.

2.7 Termination of Agreements.

(a) Except as set forth in Section 2.7(b) or as mutually agreed upon by the Parties, in furtherance of the releases and other provisions of Section 3.1, StudioCo and each member of the StudioCo Group, on the one hand, and Parent and each member of the Parent Group, on the other hand, hereby terminate any and all agreements, arrangements, commitments or understandings, whether or not in writing, between or among StudioCo and/or any member of the StudioCo Group, on the one hand, and Parent and/or any member of the Parent Group, on the other hand, effective as of the Effective Time. No such terminated agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.7(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof):

(i) this Agreement, the Ancillary Agreements, the Business Combination Agreement and the other Transaction Documents (as such term is defined in the Business Combination Agreement) (and each other agreement or instrument expressly contemplated by this Agreement, any Ancillary Agreement, the Business Combination Agreement or any other Transaction Document to be entered into by any of the Parties or any of the members of their respective Groups or to be continued from and after the Effective Time);

(ii) any agreements, arrangements, commitments or intercompany accounts receivable, accounts payable or other intercompany accounts listed or described on Schedule 2.7(b)(ii), which shall be treated as described therein;

(iii) any agreements, arrangements, commitments or understandings to which any Third Party is a party thereto, including any Shared Contracts;

(iv) any agreements, arrangements, commitments or understandings contemplated by the Shared Services Agreement;

(v) any intercompany commercial agreements, arrangements, commitments or understandings between any member of the Parent Group, on the one hand, and any member of the StudioCo Group, on the other hand relating to the development, production and distribution of projects of the Studio Business or the Starz Business, as applicable (the "Intercompany Project Agreements");

(vi) any Starz Series Contracts; and

(vii) any agreements, arrangements, commitments or understandings to which any non-wholly owned Subsidiary of Parent or StudioCo, as the case may be, is a party (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned).

(c) All of the intercompany accounts receivable and accounts payable between any member of the Parent Group, on the one hand, and any member of the StudioCo Group, on the other hand, outstanding as of the Effective Time and arising out of the contracts or agreements described in Section 2.7(b) or out of the provision, prior to the Effective Time, of the services to be provided following the Effective Time pursuant to the Ancillary Agreements shall be repaid or settled following the Effective Time in the ordinary course of business or, if otherwise mutually agreed prior to the Effective Time by duly authorized representatives of Parent and StudioCo, cancelled. All other intercompany accounts receivable and accounts payable between any member of the Parent Group, on the one hand, and any member of the StudioCo Group, on the other hand, outstanding as of the Effective Time shall be repaid or settled immediately prior to or as promptly as practicable after the Effective Time.

2.8 Treatment of Shared Contracts.

(a) Subject to applicable Law and without limiting the generality of the obligations set forth in Section 2.1, unless the Parties otherwise agree or the benefits of any contract, agreement, arrangement, commitment or understanding described in this Section 2.8 are expressly conveyed to the applicable Party pursuant to this Agreement or an Ancillary Agreement, any contract or agreement, a portion of which relates to matters that would be the subject of a StudioCo Contract, but the remainder of which relates to matters that would be the subject of a Parent Asset (any such contract or agreement, excluding those set forth on Schedule 2.8(a), a "Shared Contract"), shall be assigned in relevant part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, on or after the Effective Time, so that each Party or the member of its Group shall, as of the Effective Time, be entitled to the rights and benefits, and shall assume the related portion of any Liabilities, inuring to its respective businesses; provided, however, that (i) in no event shall any member of any Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract which is not assignable (or cannot be amended) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled) and (ii) if any Shared Contract cannot be so partially assigned by its terms or otherwise, or cannot be amended or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, then the Parties shall, and shall cause each of the members of their respective Groups to, take such other reasonable and permissible actions (including by providing prompt notice to the other Party with respect to any relevant claim of Liability or other relevant matters arising in connection with a Shared Contract so as to allow such other Party the ability to exercise any applicable rights under such Shared Contract) to cause a member of the StudioCo Group or the Parent Group, as the case may be, to receive the rights and benefits of that portion of each Shared Contract that relates to the Studio Business or the Starz Business, as the case may be (in each case, to the extent so related), as if such Shared Contract had been assigned to a member of the applicable Group (or amended to allow a member of the applicable Group to exercise applicable rights under such Shared Contract) pursuant to this Section 2.8, and to bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement), as if such Liabilities had been assumed by a member of the applicable Group pursuant to this Section 2.8.

(b) Each of Parent and StudioCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to its respective businesses as an Asset owned by, and/or a Liability of, as applicable, such Party, or the members of its Group, as applicable, not later than the Effective Time (or such earlier time as provided under a Transfer Document), and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law).

(c) Nothing in this Section 2.8 shall require any member of any Group to make any non-de-minimis payment (except to the extent advanced, assumed or agreed in advance to be reimbursed by any member of the other Group), incur any non-de-minimis obligation or grant any non-de-minimis concession for the benefit of any member of any other Group in order to effect any transaction contemplated by this Section 2.8.

2.9 Bank Accounts; Cash Balances.

(a) Each Party agrees to take, or cause the members of its Group to take, at the Effective Time (or such earlier time as the Parties may agree), all actions necessary to amend all contracts or agreements governing each bank and brokerage account owned by StudioCo or any other member of the StudioCo Group (collectively, the "StudioCo Accounts") and all contracts or agreements governing each bank or brokerage account owned by Parent or any other member of the Parent Group (collectively, the "Parent Accounts") so that each such StudioCo Account and Parent Account, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "Linked") to any Parent Account or StudioCo Account, respectively, is de-Linked from such Parent Account or StudioCo Account, respectively.

(b) It is intended that, following consummation of the actions contemplated by Section 2.9(a), there will be in place a cash management process pursuant to which the StudioCo Accounts will be managed and funds collected will be transferred into one (1) or more accounts maintained by StudioCo or a member of the StudioCo Group.

(c) It is intended that, following consummation of the actions contemplated by Section 2.9(a), there will continue to be in place a cash management process pursuant to which the Parent Accounts will be managed and funds collected will be transferred into one (1) or more accounts maintained by Parent or a member of the Parent Group.

(d) With respect to any outstanding checks issued or payments initiated by Parent, StudioCo, or any of the members of their respective Groups prior to the Effective Time, such outstanding checks and payments shall be honored following the Effective Time by the Person or Group owning the account on which the check is drawn or from which the payment was initiated, respectively.

(e) As between Parent and StudioCo, and the members of their respective Groups, all payments made and reimbursements, credits, returns or rebates received after the Effective Time by either Party (or member of its Group) that relate to a business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto and, promptly following receipt by such Party of any such payment or reimbursement, credit, return or rebate such Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party the amount of such payment or reimbursement, credit, return or rebate without right of set-off.

2.10 Ancillary Agreements. Effective at or prior to the Effective Time, each of Parent and StudioCo will, or will cause the applicable members of their Groups to, execute and deliver all Ancillary Agreements to which it is a party.

2.11 Disclaimer of Representations and Warranties. EACH OF PARENT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE PARENT GROUP) AND STUDIOCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE STUDIOCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES OR LIABILITIES TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION THEREWITH (INCLUDING GOVERNMENTAL APPROVALS OR PERMITS OF ANY KIND), AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY CLAIM OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY ASSIGNMENT, DOCUMENT OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN “AS IS,” “WHERE IS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM OF DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR, WITHOUT LIMITATION, THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE WILL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY APPROVALS OR NOTIFICATIONS ARE NOT OBTAINED OR MADE OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE FOREGOING DISCLAIMERS SHALL NOT AFFECT OR LIMIT IN ANY WAY THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE BUSINESS COMBINATION AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT (AS SUCH TERM IS DEFINED IN THE BUSINESS COMBINATION AGREEMENT).

ARTICLE III
MUTUAL RELEASES; INDEMNIFICATION

3.1 Release of Pre-Separation Claims.

(a) *StudioCo Release of Parent.* Except as provided in Section 3.1(c) and Section 3.1(d), effective as of the Effective Time, StudioCo does hereby, for itself and each other member of the StudioCo Group, and their respective successors and assigns, and, to the extent permitted by applicable Law, all Persons who at any time prior to the Effective Time have been equityholders, directors, officers, agents or employees of any member of the StudioCo Group or have served as directors, officers, agents or employees of another Person at the request of any member of the StudioCo Group (in each case, in their respective capacities as such), remise, release and forever discharge (i) Parent and the members of the Parent Group, and their respective successors and assigns, (ii) all Persons who at any time prior to the Effective Time are or have been equityholders, directors, officers, agents or employees of any member of the Parent Group or have served as directors, officers, agents or employees of another Person at the request of any member of the Parent Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns and who are not, as of immediately following the Effective Time, equityholders, directors, officers, agents or employees of StudioCo or a member of the StudioCo Group (in each case, in their respective capacities as such), and (iii) all Persons who at any time prior to the Effective Time are or have been equityholders, directors, officers, agents or employees of a StudioCo Transferred Entity or a wholly owned Subsidiary of a StudioCo Transferred Entity and who are not, as of immediately following the Effective Time, directors, officers or employees of StudioCo or a member of the StudioCo Group (in each case, in their respective capacities as such), in each case from: (A) all StudioCo Liabilities, (B) all Liabilities arising from or in connection with the transactions and all other activities to implement the Separation (for the avoidance of doubt this clause (B) shall not limit or affect indemnification or contribution obligations of the Parties set forth in this Agreement or any Ancillary Agreement) and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the Studio Business, the StudioCo Assets or the StudioCo Liabilities. The foregoing release includes a release of any rights and benefits conferred by or under California Civil Code Section 1542 or any applicable Law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

StudioCo hereby acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to Liabilities that are presently unknown, unanticipated and unsuspected, and further agrees that this release has been negotiated and agreed upon in light of that awareness and nevertheless each Party expressly waives any and all rights which they may have under Section 1542 of the California Civil Code or any other state or federal statute or common law principle of similar effect.

(b) *Parent Release of StudioCo.* Except as provided in Section 3.1(c) and Section 3.1(d), effective as of the Effective Time, Parent does hereby, for itself and each other member of the Parent Group and their respective successors and assigns, and, to the extent permitted by applicable Law, all Persons who at any time prior to the Effective Time have been equityholders, directors, officers, agents or employees of any member of the Parent Group or have served as directors, officers, agents or employees of another Person at the request of any member of the Parent Group (in each case, in their respective capacities as such), remise, release and forever discharge (i) StudioCo and the members of the StudioCo Group and their respective successors and assigns, and (ii) all Persons who at any time prior to the Effective Time are or have been equityholders, directors, officers, agents or employees of any member of the StudioCo Group or have served as directors, officers, agents or employees of another Person at the request of any member of the Parent Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns and who are not, as of immediately following the Effective Time, equityholders, directors, officers, agents or employees of Parent or a member of the Parent Group (in each case, in their respective capacities as such), from (A) all Parent Liabilities, (B) all Liabilities arising from or in connection with the transactions and all other activities to implement the Separation (for the avoidance of doubt this clause (B) shall not limit or affect indemnification or contribution obligations of the Parties set forth in this Agreement or any Ancillary Agreement) and (C) all Liabilities arising from or in connection with actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Effective Time), in each case to the extent relating to, arising out of or resulting from the Starz Business, the Parent Assets or the Parent Liabilities. The foregoing release includes a release of any rights and benefits conferred by or under California Civil Code Section 1542 or any applicable Law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Parent hereby acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to Liabilities that are presently unknown, unanticipated and unsuspected, and further agrees that this release has been negotiated and agreed upon in light of that awareness and nevertheless each Party expressly waives any and all rights which they may have under Section 1542 of the California Civil Code or any other state or federal statute or common law principle of similar effect.

(c) *Obligations Not Affected*. Nothing contained in Sections 3.1(a) or 3.1(b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.7(b) or the applicable Schedules to this Agreement or any Ancillary Agreement as not to terminate as of the Effective Time, in each case in accordance with its terms. Nothing contained in Section 3.1(a) or 3.1(b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the Parent Group or any members of the StudioCo Group that is specified in Section 2.7(b) or the applicable Schedules to this Agreement or any Ancillary Agreement as not to terminate as of the Effective Time, or any other Liability specified in Section 2.7(b) as not to terminate as of the Effective Time;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group, including with respect to indemnification or contribution, under, this Agreement or any Ancillary Agreement;

(iii) any Liability for the sale, lease, construction or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Effective Time;

(iv) any Liability for unpaid amounts for products or services or refunds owing on products or services due on a value received basis for work done by a member of one Group at the request or on behalf of a member of the other Group;

(v) any Liability provided in or resulting from any contract or understanding that is listed inSchedule 2.11(b)(ii) or that is entered into after the Effective Time between any Party (and/or a member of such Party's Group), on the one hand, and any other Party (and/or a member of the other Party's Group), on the other hand;

(vi) any Liability provided in or resulting from any agreement between any Person, who after the Effective Time is an employee of the StudioCo Group, on the one hand, and any member of the Parent Group, on the other hand, including any Liability resulting from any obligation of any such Person in respect of confidentiality, non-competition, non-disparagement or assignment of rights;

(vii) any Liability provided in or resulting from any agreement between any Person, who after the Effective Time is an employee of the Parent Group, on the one hand, and any member of the StudioCo Group, on the other hand, including any Liability resulting from any obligation of any such Person in respect of confidentiality, non-competition, non-disparagement or assignment of rights;

(viii) any Liability that the Parties may have with respect to any indemnification or contribution or other obligation pursuant to this Agreement, any Ancillary Agreement or otherwise for claims brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Article III and Article IV and, if applicable, the appropriate provisions of the Ancillary Agreements;

(ix) any Intercompany Project Agreements; or

(x) any Liability the release of which would result in the release of any Person other than a Person expressly contemplated to be released pursuant to this Section 3.1.

In addition, nothing contained in Section 3.1(a) shall release any member of the Parent Group from honoring its existing obligations to indemnify any director, officer or employee of StudioCo who was a director, officer or employee of any member of the Parent Group at or prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which such director, officer or employee was entitled to such indemnification pursuant to such existing obligations; it being understood that, if the underlying obligation giving rise to such Action is a StudioCo Liability, StudioCo shall indemnify Parent for such Liability (including Parent's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article III.

(d) *No Claims*. StudioCo shall not make, and shall not permit any other member of the StudioCo Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Parent or any other member of the Parent Group, or any other Person released pursuant to Section 3.1(a), with respect to any Liabilities released pursuant to Section 3.1(a). Parent shall not make, and shall not permit any other member of the Parent Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against StudioCo or any other member of the StudioCo Group, or any other Person released pursuant to Section 3.1(b), with respect to any Liabilities released pursuant to Section 3.1(b).

(e) *Execution of Further Releases*. At any time at or after the Effective Time, at the request of either Party, the other Party shall cause each member of its Group to execute and deliver releases reflecting the provisions of this Section 3.1.

3.2 Indemnification by StudioCo. From and after the Effective Time, except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement, to the fullest extent permitted by applicable Law, StudioCo shall, and shall cause the other members of the StudioCo Group to, indemnify, defend and hold harmless Parent, each member of the Parent Group and each of their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Parent Indemnitees"), from and against any and all Liabilities of the Parent Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any StudioCo Liability;

(b) any failure of StudioCo, any other member of the StudioCo Group or any other Person to pay, perform or otherwise promptly discharge any StudioCo Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) any breach by StudioCo or any other member of the StudioCo Group of this Agreement or any of the Ancillary Agreements (other than the Shared Services Agreement, of which indemnification obligations of the Parties are specified thereunder); and

(d) except to the extent it relates to a Parent Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the StudioCo Group by any member of the Parent Group that survives following the Separation.

3.3 Indemnification by Parent. Except as otherwise specifically set forth in this Agreement or in any Ancillary Agreement, to the fullest extent permitted by Law, Parent shall, and shall cause the other members of the Parent Group to, indemnify, defend and hold harmless StudioCo, each member of the StudioCo Group and each of their respective past, present and future directors, officers, employees or agents, in each case in their respective capacities as such, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "StudioCo Indemnitees"), from and against any and all Liabilities of the StudioCo Indemnitees relating to, arising out of or resulting from, directly or indirectly, any of the following items (without duplication):

(a) any Parent Liability;

(b) any failure of Parent, any other member of the Parent Group or any other Person to pay, perform or otherwise promptly discharge any Parent Liabilities in accordance with their terms, whether prior to, on or after the Effective Time;

(c) any breach by Parent or any other member of the Parent Group of this Agreement or any of the Ancillary Agreements (other than the Shared Services Agreement, of which indemnification obligations of the Parties are specified thereunder); and

(d) except to the extent it relates to a StudioCo Liability, any guarantee, indemnification or contribution obligation, surety bond or other credit support agreement, arrangement, commitment or understanding for the benefit of any member of the Parent Group by any member of the StudioCo Group that survives following the Separation.

3.4 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) The Parties intend that any Liability subject to indemnification, contribution or reimbursement pursuant to thisArticle III or Article IV (i) will be net of Insurance Proceeds or other amounts in each case actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of any indemnifiable Liability the Person entitled to indemnification or contribution hereunder (an "Indemnitee"). Accordingly, the amount which either Party (an "Indemnifying Party") is required to pay to any Indemnitee will be reduced by any Insurance Proceeds or other amounts in each case actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or any other amounts in respect of such Liability, then within ten (10) calendar days of receipt of such

Insurance Proceeds, the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties agree that an insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of any provision contained in this Agreement or any Ancillary Agreement, have any subrogation rights with respect thereto, it being understood that no insurer or any other Third Party shall be entitled to a "windfall" (*i.e.*, a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification and contribution provisions hereof. Each Party shall, and shall cause the members of its Group to, use commercially reasonable efforts (taking into account the probability of success on the merits and the cost of expending such efforts, including attorneys' fees and expenses) to collect or recover any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification or contribution may be available under this Article III. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Action to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or contribution or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

3.5 Procedures for Indemnification of Third-Party Claims.

(a) *Notice of Claims*. If, at or following the Effective Time, an Indemnitee shall receive notice or otherwise learn of the assertion by a Person (including any Governmental Authority) who is not a member of the Parent Group or the StudioCo Group of any claim or of the commencement by any such Person of any Action (collectively, a "Third-Party Claim") with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 3.2 or 3.3, or any other Section of this Agreement or any Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof as soon as practicable, but in any event within fourteen (14) days (or sooner if the nature of the Third-Party Claim so requires) after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail, including the facts and circumstances giving rise to such claim for indemnification, and include copies of all material notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of an Indemnitee to provide timely notice in accordance with this Section 3.5(a) shall not relieve an Indemnifying Party of its indemnification obligations under this Agreement, except to the extent to which the Indemnifying Party is actually prejudiced by the Indemnitee's failure to provide notice in accordance with this Section 3.5(a).

(b) *Control of Defense*. Subject to any insurer's rights pursuant to any Policies of either Party, an Indemnifying Party may elect to defend (and seek to settle or compromise), at its own expense and with its own counsel, any Third-Party Claim; provided, that, prior to the Indemnifying Party assuming and controlling the defense of such Third-Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party

by the Indemnitee are true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent resulting from, or arising out of, such Third-Party Claim. Notwithstanding the foregoing, if the Indemnifying Party assumes such defense and, in the course of defending such Third-Party Claim, (i) the Indemnifying Party discovers that the facts presented at the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third-Party Claim were not true in all material respects and (ii) such untruth provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third-Party Claim, then (A) the Indemnifying Party shall not be bound by such acknowledgment, (B) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third-Party Claim and (C) the Indemnitee shall have the right to assume the defense of such Third-Party Claim. Within thirty (30) days after the receipt of a notice from an Indemnitee in accordance with Section 3.5(a) (or sooner, if the nature of the Third-Party Claim so requires), the Indemnifying Party shall provide written notice to the Indemnitee indicating whether the Indemnifying Party shall assume responsibility for defending the Third-Party Claim and specifying any reservations or exceptions to its defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim as provided in this Section 3.5(b) or fails to notify an Indemnitee of its election within thirty (30) days after receipt of the notice from an Indemnitee as provided in Section 3.5(a), then the Indemnitee that is the subject of such Third-Party Claim shall be entitled to continue to conduct and control the defense of such Third-Party Claim.

(c) *Allocation of Defense Costs*. If an Indemnifying Party has elected to assume the defense of a Third-Party Claim, whether with or without any reservations or exceptions with respect to such defense, then such Indemnifying Party shall be solely liable for all fees and expenses incurred by it in connection with the defense of such Third-Party Claim and shall not be entitled to seek any indemnification or reimbursement from the Indemnitee for any such fees or expenses incurred by the Indemnifying Party during the course of the defense of such Third-Party Claim by such Indemnifying Party, regardless of any subsequent decision by the Indemnifying Party to reject or otherwise abandon its assumption of such defense. If an Indemnifying Party elects not to assume responsibility for defending any Third-Party Claim or fails to notify an Indemnitee of its election within thirty (30) days after receipt of a notice from an Indemnitee as provided in Section 3.5(a), and the Indemnitee conducts and controls the defense of such Third-Party Claim and the Indemnifying Party has an indemnification obligation with respect to such Third-Party Claim, then the Indemnifying Party shall be liable for all reasonable and documented fees and expenses incurred by the Indemnitee in connection with the defense of such Third-Party Claim.

(d) *Right to Monitor and Participate.* An Indemnitee that does not conduct and control the defense of any Third-Party Claim, or an Indemnifying Party that does not elect or is not entitled to defend any Third-Party Claim as contemplated hereby, nevertheless shall have the right to employ separate counsel (including local counsel as reasonably necessary) of its own choosing to monitor and participate in (but not control) the defense of any Third-Party Claim for which it is a potential Indemnitee or Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnitee or Indemnifying Party, as the case may be, and the provisions of Section 3.5(c) shall not apply to such fees and expenses. Notwithstanding the foregoing, but subject to Sections 5.7 and 5.8, such Party shall cooperate with the Party entitled to conduct and control the defense of such Third-Party Claim in such defense and make available to

the controlling Party, at the non-controlling Party's expense, all witnesses, information and materials in such Party's possession or under such Party's custody or control relating thereto as are reasonably required by the controlling Party. In addition to the foregoing, if any outside legal counsel to the Indemnitee reasonably determines in good faith that such Indemnitee and the Indemnifying Party have actual or potential differing defenses or conflicts of interest between them that make joint representation inappropriate, then the Indemnitee shall have the right to employ separate counsel (including local counsel as reasonably necessary) and to participate in (but not control) the defense, compromise, or settlement thereof, and in such case the Indemnifying Party shall bear the reasonable and documented fees and expenses of such counsel for all Indemnitees.

(e) *No Settlement.* Neither Party may settle or compromise any Third-Party Claim for which either Party is seeking to be indemnified hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed, unless such settlement or compromise is solely for monetary damages that are fully payable by the settling or compromising Party, does not involve any admission, finding or determination of wrongdoing or violation of Law by the other Party or another member of its Group or the Indemnitee and provides for a full, unconditional and irrevocable release of the other Party and any applicable members of its Group or the Indemnitee from all Liability in connection with the Third-Party Claim. The Parties hereby agree that if a Party presents the other Party with a written notice containing a proposal to settle or compromise a Third-Party Claim for which either Party is seeking to be indemnified hereunder and the Party receiving such proposal does not respond in any manner to the Party presenting such proposal within ten (10) Business Days (or within any such shorter time period that may be required by applicable Law or court order) of receipt of such proposal, then the Party receiving such proposal shall be deemed to have consented to the terms of such proposal.

(f) *Tax Matters Agreement Coordination*. The provisions of Section 3.2 through Section 3.10 hereof (other than Section 3.4(a)(ii) in respect of certain Tax benefits to the extent provided therein) do not apply with respect to Taxes or Tax matters (it being understood and agreed that claims with respect to Taxes and Tax matters, including the control of Tax-related proceedings, shall be governed by the Tax Matters Agreement to the extent provided therein). In the case of any conflict or inconsistency between this Agreement and the Tax Matters Agreement in relation to any matters addressed by the Tax Matters Agreement, the Tax Matters Agreement shall prevail.

3.6 Additional Matters.

(a) *Timing of Payments.* Indemnification or contribution payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification or contribution under this Article III shall be paid reasonably promptly (but in any event within thirty (30) days of the final determination of the amount that the Indemnitee is entitled to indemnification or contribution under this Article III) by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification or contribution payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity and contribution provisions contained in this Article III shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, and (ii) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

(b) *Notice of Direct Claims*. Any claim for indemnification or contribution under this Agreement or any Ancillary Agreement that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the applicable Indemnifying Party; provided, that the failure by an Indemnitee to so assert any such claim shall not prejudice the ability of the Indemnitee to do so at a later time except to the extent (if any) that the Indemnifying Party is actually prejudiced thereby. Such Indemnifying Party shall have a period of thirty (30) days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such thirty (30)-day period, such specified claim shall be conclusively deemed a Liability of the Indemnifying Party under this Section 3.6(b) or, in the case of any written notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of the claim (or such portion thereof) becomes finally determined. If such Indemnifying Party does not respond within such thirty (30)-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements, as applicable, without prejudice to its continuing rights to pursue indemnification or contribution hereunder.

(c) *Pursuit of Claims Against Third Parties*. If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a Third Party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against the Third Party.

(d) *Subrogation*. In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(e) *Substitution*. In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in Section 3.5 and this Section 3.6 and the Indemnifying Party shall fully indemnify the named defendant against all reasonable costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

3.7 Right of Contribution.

(a) *Contribution.* If any right of indemnification contained in Section 3.2 or Section 3.3 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations.

(b) *Allocation of Relative Fault.* Solely for purposes of determining relative fault pursuant to this Section 3.7: (i) any fault associated with the business conducted with the Delayed StudioCo Assets or Delayed StudioCo Liabilities (except for the gross negligence or intentional misconduct of a member of the Parent Group) or with the ownership, operation or activities of the Studio Business prior to the Effective Time shall be deemed to be the fault of StudioCo and the other members of the StudioCo Group, and no such fault shall be deemed to be the fault of Parent or any other member of the Parent Group; (ii) any fault associated with the business conducted with Delayed Parent Assets or Delayed Parent Liabilities (except for the gross negligence or intentional misconduct of a member of the StudioCo Group) shall be deemed to be the fault of Parent and the other members of the Parent Group, and no such fault shall be deemed to be the fault of StudioCo or any other member of the StudioCo Group; and (iii) any fault associated with the ownership, operation or activities of the Starz Business prior to the Effective Time shall be deemed to be the fault of Parent and the other members of the Parent Group, and no such fault shall be deemed to be the fault of StudioCo or any other member of the StudioCo Group.

3.8 Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any StudioCo Liabilities by StudioCo or a member of the StudioCo Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the retention of any Parent Liabilities by Parent or a member of the Parent Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article III are void or unenforceable for any reason.

3.9 Remedies Cumulative. The remedies provided in this Article III shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

3.10 Survival of Indemnities. The rights and obligations of each of Parent and StudioCo and their respective Indemnitees under this Article III shall survive (a) the sale or other transfer by either Party or any member of its Group of any Assets or businesses or the assignment by it of any Liabilities; or (b) any merger, consolidation, business combination, sale of all or substantially all of its Assets, restructuring, recapitalization, reorganization, spin-off or similar transaction involving either Party or any of the members of its Group.

ARTICLE IV
CERTAIN OTHER MATTERS

4.1 Inducement. StudioCo acknowledges and agrees that Parent's willingness to cause, effect and consummate the Separation has been conditioned upon and induced by StudioCo's covenants and agreements in this Agreement and the Ancillary Agreements, including StudioCo's assumption of the StudioCo Liabilities pursuant to the Separation and the provisions of this Agreement and StudioCo's covenants and agreements contained in Article III and Article IV.

4.2 Post-Effective Time Conduct. The Parties acknowledge that, after the Effective Time, each Party shall be independent of the other Party, with responsibility for its own actions and inactions and its own Liabilities relating to, arising out of or resulting from the conduct of its business, operations and activities following the Effective Time, except as may otherwise be provided in any Ancillary Agreement or the Transaction Documents, and each Party shall (except as otherwise provided in Article III) use commercially reasonable efforts to prevent such Liabilities from being inappropriately borne by the other Party.

4.3 Insurance Matters.

(a) From and after the Effective Time and until such time the Existing Insurance Policies would cease to provide coverage to StudioCo according to their terms and conditions as then in effect, including because Parent no longer owns, directly or indirectly, a sufficient percentage of the issued and outstanding common shares, without par value, of StudioCo, or any successor of StudioCo, including PubCo (the "Insurance Termination Time"), the following provisions shall apply:

(i) *Maintenance of Insurance Coverage*. Except to the extent Parent and StudioCo obtain separate director and officer (D&O) policies, Parent and StudioCo shall continue to be a participant in the insurance program and policies in effect as of the date hereof (the "Existing Insurance Policies"), whether or not the Existing Insurance Policies are held by the other Party or a Subsidiary thereof, on the terms and conditions of the Existing Insurance Policies. Each Party shall continue to be eligible for coverage under the Existing Insurance Policies against losses incurred at, prior to or following the Effective Time, and such coverage shall continue in full force and effect until the Insurance Termination Time. Nothing herein shall limit or restrict each Party's right to modify, cancel or terminate an Existing Insurance Policy according to its terms and conditions in the ordinary course.

(ii) *Administration of Claims*. Parent or StudioCo, as applicable, shall notify the other Party of any claims (an "Insurance Claim") that it desires to make under an Existing Insurance Policy held by the other Party or a Subsidiary thereof and shall, upon request by the other Party, provide the other Party with pertinent information concerning such claim and shall reasonably cooperate with and provide reasonable assistance to the other Party in connection with the preparation, filing, tendering, pursuing, settlement, release or compromise of an Insurance Claim under an Existing Insurance Policy and any related coverage.

(b) From and after the Insurance Termination Time, the following provisions shall apply:

(i) Parent and StudioCo agree to cooperate in good faith to provide for an orderly transition of insurance coverage as of the Insurance Termination Time. Maintenance of any insurance coverage or the transfer or retention of any insurance policies or programs shall be determined by StudioCo in its discretion.

(ii) With respect to any losses, damages and Liability incurred by any member of the StudioCo Group prior to or in respect of the period prior to the Insurance Termination Time, Parent will provide StudioCo with access to, and StudioCo may make claims under, Parent's insurance policies in place immediately prior to the Insurance Termination Time (and any extended reporting for claims made policies) and Parent's historical policies of insurance, but solely to the extent that such policies provided coverage for members of the StudioCo Group or the Studio Business prior to the Insurance Termination Time; provided that such access to, and the right to make claims under, such insurance policies, shall be subject to the terms, conditions and exclusions of such insurance policies, including but not limited to any limits on coverage or scope, any deductibles, self-insured retentions and other fees and expenses, and shall be subject to the following additional conditions:

(A) StudioCo shall notify Parent, as promptly as practicable, of any claim made by StudioCo pursuant to this Section 4.3(b);

(B) In the event that any member of the Parent Group incurs any losses, damages or Liability prior to or in respect of the period prior to the Insurance Termination Time for which such member of the Parent Group is entitled to coverage under StudioCo's third-party insurance policies, the same process pursuant to this Section 4.3(b) shall apply, substituting "Parent" for "StudioCo" and "StudioCo" for "Parent"; and

(C) StudioCo shall retain the exclusive right to control its insurance policies and programs, including the right to exhaust, settle, release, commute, buyback or otherwise resolve disputes with respect to any of its insurance policies and programs and to amend, modify or waive any rights under any such insurance policies and programs, notwithstanding whether any such policies or programs apply to any Parent Liabilities and/or claims Parent has made or could make in the future. Parent and StudioCo shall cooperate with the other and share such information as is reasonably necessary in order to permit StudioCo to manage and conduct its insurance matters as StudioCo deems appropriate.

ARTICLE V
EXCHANGE OF INFORMATION; CONFIDENTIALITY

5.1 Agreement for Exchange of Information. Subject to Section 5.9 and any other applicable confidentiality obligations, each of Parent and StudioCo, on behalf of itself and each member of its Group, agrees to use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party and the members of such

other Party's Group, at any time before, on or after the Effective Time, as soon as reasonably practicable after written request therefor is received by such Party's legal department from the requesting Party's legal department, any information (or a copy thereof) in the possession, custody or control of such Party or its Group which the requesting Party's legal department requests (including any StudioCo Books and Records or Parent Books and Records, as applicable, and any information held by a third-party on such Party's or a member of its Group's behalf) to the extent that (i) such information relates to the Studio Business, or any StudioCo Asset or StudioCo Liability, if StudioCo is the requesting Party, or to the Starz Business, or any Parent Asset or Parent Liability, if Parent is the requesting Party (including, for the avoidance of doubt, such information the requesting Party reasonably believes is relevant to the requesting Party's claim or defense in ongoing or anticipated litigation or other legal proceeding and would be proportional to the needs of the matter); (ii) such information is required by the requesting Party to comply with its obligations under this Agreement or any Ancillary Agreement; (iii) such information is required by the requesting Party to comply with any obligation, audit, inspection, inquiry, or request from any Governmental Authority; or (iv) such information is required by the requesting Party to comply with any obligation imposed by a court order or any other compulsory legal process; provided, however, that, in the event that the Party to whom the request has been made determines that any such provision of information could be detrimental to the Party providing the information, violate any Law or agreement, or waive any privilege available under applicable Law, including any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit compliance with such obligations to the extent and in a manner that avoids any such harm or consequence (including by way of redaction). The Party providing information pursuant to this Section 5.1 shall only be obligated to provide such information in the form, condition and format in which it then exists and in no event shall such Party be required to perform any improvement, modification, conversion, updating or reformatting of any such information, and nothing in this Section 5.1 shall expand the obligations of either Party under Section 5.4. Without limiting the generality of the foregoing, until the end of StudioCo's fiscal year during which the Effective Date occurs (and for a reasonable period of time afterwards as required for each Party to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Effective Date occurs), each Party shall use its commercially reasonable efforts to cooperate with the other Party's information requests to enable (i) the other Party to meet its timetable for dissemination of its earnings releases, financial statements and management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act; and (ii) the other Party's accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder and any other applicable Laws.

5.2 Ownership of Information. The provision of any information pursuant to Section 5.1 or Section 5.7 shall not affect the ownership of such information (which shall be determined solely in accordance with the terms of this Agreement and the Ancillary Agreements), or constitute a grant of rights in or to any such information.

5.3 Compensation for Providing Information. The Party requesting information agrees to reimburse the other Party for the reasonable costs, if any, of creating, gathering, copying, transporting, redacting and otherwise complying with the request with respect to such information (including any reasonable costs and expenses incurred in any review of information for purposes of protecting the Privileged Information of the providing Party or in connection with the restoration of backup media for purposes of providing the requested information). Except as may be otherwise specifically provided elsewhere in this Agreement, any Ancillary Agreement or any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

5.4 Record Retention.

(a) To facilitate the possible exchange of information pursuant to this Article V and other provisions of this Agreement after the Effective Time, the Parties agree to use their commercially reasonable efforts, which shall be no less rigorous than those used for retention of such Party's own information, to retain all information in their respective possession or control at the Effective Time in substantial accordance with the policies of Parent as in effect at the Effective Time or such other policies as may be adopted by StudioCo after the Effective Time (provided that StudioCo notifies Parent in writing of any such change). Notwithstanding the foregoing, the Tax Matters Agreement will exclusively govern the retention of Tax-related records and the exchange of Tax-related information.

(b) Each Party shall preserve and keep all documents subject to a litigation hold as of the date of this Agreement until such Party has been notified that such litigation hold is no longer applicable.

5.5 Limitations of Liability. Neither Party shall have any Liability to the other Party arising from the fact that any information exchanged or provided pursuant to this Agreement is found to be inaccurate in the absence of gross negligence, bad faith, fraud or willful misconduct by the Party providing such information. Neither Party shall have any Liability to any other Party if any information is destroyed after commercially reasonable efforts by such Party to comply with the provisions of Section 5.4.

5.6 Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article V are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention, destruction or confidential treatment of information set forth in any Ancillary Agreement.

(b) Any party that receives, pursuant to a request for information in accordance with this Article V, Tangible Information that is not relevant to its request shall, at the request of the providing Party, (i) return it to the providing Party or, at the providing Party's request, destroy such Tangible Information; and (ii) deliver to the providing Party written confirmation that such Tangible Information was returned or destroyed, as the case may be, which confirmation shall be signed by an authorized representative of the requesting Party.

5.7 Production of Witnesses; Records; Cooperation.

(a) After the Effective Time, except in the case of a dispute between Parent and StudioCo, or any members of their respective Groups, each Party shall use its commercially reasonable efforts to make available to the other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its possession, custody or control, or which it otherwise has the ability to make available without undue burden, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party (or member of its Group) may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third-Party Claim, the other Party shall make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its possession, custody or control, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be, and shall otherwise cooperate in such defense, settlement or compromise, or such prosecution, evaluation or pursuit, as the case may be.

(c) Without limiting the foregoing, the Parties shall cooperate and consult to the extent reasonably necessary with respect to any Actions.

(d) Without limiting any provision of this Section 5.7, each of the Parties agrees to cooperate, and to cause each member of its Group to cooperate, with each other in the defense of any infringement or similar claim with respect to any Intellectual Property Rights and shall not claim to acknowledge, or permit any member of its Group to claim to acknowledge, the validity or infringing use of any Intellectual Property Rights of a third Person in a manner that would hamper or undermine the defense of such infringement or similar claim.

(e) The obligation of the Parties to provide witnesses pursuant to this Section 5.7 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses directors, officers, employees, other personnel and agents without regard to whether such Person or the employer of such Person could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 5.7(a)).

5.8 Privileged Matters.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the Parent Group and the StudioCo Group, and that each of the members of the Parent Group and the StudioCo Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges which may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services will be provided following the Effective Time, which services will be rendered solely for the benefit of the Parent Group or the StudioCo Group, as the case may be. In furtherance of the foregoing, each Party shall authorize the delivery to and/or retention by the other Party of materials existing as of the Effective Time that are necessary for such other Party to perform such services.

(b) The Parties agree as follows:

(i) Parent shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the Starz Business and not to the Studio Business, whether or not the Privileged Information is in the possession or under the control of any member of the Parent Group or any member of the StudioCo Group. Parent shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any Parent Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the Parent Group or any member of the StudioCo Group;

(ii) StudioCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to the Studio Business and not to the Starz Business, whether or not the Privileged Information is in the possession or under the control of any member of the StudioCo Group or any member of the Parent Group. StudioCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any Privileged Information that relates solely to any StudioCo Liabilities resulting from any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the StudioCo Group or any member of the Parent Group; and

(iii) if the Parties do not agree as to whether certain information is Privileged Information, then such information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information unless the Parties otherwise agree.

(c) Subject to the remaining provisions of this Section 5.8, the Parties agree that they shall have a shared privilege or immunity with respect to all privileges and immunities not allocated pursuant to Section 5.8(b) and all privileges and immunities relating to any Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either Party without the consent of the other Party.

(d) If any dispute arises between the Parties or any members of their respective Groups regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party and/or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith; (ii) endeavor to minimize any prejudice to the rights of the other Party; and (iii) not unreasonably withhold consent to any request for waiver by the other Party. Further, each Party specifically agrees that it shall not withhold its consent to the waiver of a privilege or immunity for any purpose except in good faith to protect its own legitimate interests.

(e) In the event of any dispute between Parent and StudioCo, or any members of their respective Groups, either Party may waive a privilege in which the other Party or member of such other Party's Group has a shared privilege, without obtaining consent pursuant to Section 5.8(c); provided, that the Parties intend such waiver of a shared privilege to be effective only as to the use of information with respect to the Action between the Parties and/or the applicable members of their respective Groups, and is not intended to operate as a waiver of the shared privilege with respect to any Third Party.

(f) Upon receipt by either Party, or by any member of its Group, of any subpoena, discovery or other request that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared privilege or immunity or as to which another Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge that any of its, or any member of its Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of the request (which notice shall be delivered to such other Party no later than five (5) Business Days following the receipt of any such subpoena, discovery or other request) and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have under this Section 5.8 or otherwise, to prevent the production or disclosure of such Privileged Information.

(g) Any furnishing of, or access or transfer of, any information pursuant to this Agreement is made in reliance on the agreement of Parent and StudioCo set forth in this Section 5.8 and in Section 5.9 to maintain the confidentiality of Privileged Information and to assert and maintain all applicable privileges and immunities. The Parties agree that their respective rights to any access to information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups as needed pursuant to this Agreement, shall not be deemed a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise.

(h) In connection with any matter contemplated by Section 5.7 or this Section 5.8, the Parties agree to, and to cause the applicable members of their Group to, use commercially reasonable efforts to maintain their respective separate and joint privileges and immunities, including by executing joint defense and/or common interest agreements where necessary or useful for this purpose.

5.9 Confidentiality.

(a) *Confidentiality*. Except as otherwise consented to in writing by the Party to whom the confidential and proprietary information relates, subject to Section 5.10, and without prejudice to any longer period that may be provided for in any of the Ancillary Agreements, from and after the Effective Time until the five (5)-year anniversary of the Effective Time, each of Parent and StudioCo, on behalf of itself and each member of its Group, agrees to hold, and to cause its respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to Parent's confidential and proprietary information pursuant to policies in effect as of the Effective Time, all confidential and proprietary information concerning the other Party or any member of the other Party's Group or their respective businesses (giving effect to the Separation) that is either in its possession (including confidential and proprietary information in its possession prior to the date hereof) or furnished by any such other Party or any member of such Party's Group or their respective Representatives at any time pursuant to this Agreement, any Ancillary Agreement or otherwise, and shall not use any such confidential and proprietary information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such confidential and proprietary information has been (i) in the public domain or generally available to the public, other than as a result of a disclosure by such Party or any member of such Party's Group or any of their respective Representatives in violation of this Agreement, (ii) later lawfully acquired from other sources by such Party (or any member of such Party's Group) which sources are not, to the best of such Party's knowledge, themselves bound by a confidentiality obligation or other contractual, legal or fiduciary obligation of confidentiality with respect to such confidential and proprietary information, or (iii) independently developed or generated without reference to or use of any proprietary or confidential information of the other Party or any member of such Party's Group. Notwithstanding the foregoing five (5)-year period, Parent's and StudioCo's obligations with respect to confidential and proprietary information that constitutes trade secrets shall survive and continue for so long as such confidential and proprietary information retains its status as a trade secret. If any confidential and proprietary information of one Party or any member of its Group is disclosed to the other Party or any member of such other Party's Group in connection with providing services to such first Party or any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed confidential and proprietary information shall be used only as required to perform such services.

(b) *No Release; Return or Destruction*. Each Party agrees not to release or disclose, or permit to be released or disclosed, any information addressed in Section 5.9(a) to any other Person, except its Representatives who need to know such information in their capacities as such (who shall be advised of their obligations hereunder with respect to such information), and except in compliance with Section 5.10. Without limiting the foregoing, when any such information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, and is no longer subject to any legal hold or other document preservation obligation, each Party will promptly after request of the other Party either return to the other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or notify the other Party in writing that it has destroyed such information (and such copies thereof and such notes, extracts or summaries based thereon); provided, that the Parties may retain electronicback-up versions of such information maintained on routine computer system backup tapes, disks or other backup storage devices; provided further, that any such information so retained shall remain subject to the confidentiality provisions of this Agreement or any Ancillary Agreement.

(c) *Third-Party Information; Privacy or Data Protection Laws.* Each Party acknowledges that it and members of its Group may presently have and, following the Effective Time, may gain access to or possession of confidential or proprietary information of, or legally protected personal information relating to, Third Parties (i) that was received under privacy policies or notices and/or confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party or members of such other Party's Group, on the other hand, prior to the Effective Time; or (ii) that, as between the two Parties, was originally collected by the other Party or members of such other Party's Group and that may be subject to and protected by privacy policies or notices, as well as privacy, data protection or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or legally protected personal information relating to, Third Parties in accordance with privacy policies or notices and privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Effective Time or affirmative commitments or representations that were made before the Effective Time by, between or among the other Party or members of the other Party's Group, on the one hand, and such Third Parties, on the other hand.

5.10 Protective Arrangements. In the event that a Party or any member of its Group either determines on the advice of its counsel that it is required to disclose any information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Authority to disclose or provide information of the other Party (or any member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall notify the other Party (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Authority or to the extent necessary for such Party to not be so prejudiced, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

ARTICLE VI
EMPLOYEE MATTERS

6.1 Employee Matters. From and after the Effective Time, the Parent Group shall be responsible for compensation and benefits of Parent Employees and Former Parent Employees and the StudioCo Group shall be responsible for the compensation and benefits of StudioCo Employee and Former StudioCo Employees (excluding equity and equity-based awards granted by Parent to StudioCo Employees and Former StudioCo Employees). The Parties

acknowledge that it is expected that compensation and benefits may be provided through common payroll systems and/or benefit plans that cover both Parent Employees and StudioCo Employees and agree to cooperate in good faith to implement procedures for a reconciliation, no less frequently than monthly, of any compensation and benefits provided by one Party in respect of Employees or Former Employees whose Liabilities are to be borne by the other Party. The Parties may additionally negotiate in good faith an allocation among the Parent Group and StudioCo Group of Liabilities for any Employee providing services to both Groups, such that each Group bears an allocable share of the compensation and benefits of such Employee that corresponds to the percentage of such Employee's services that are provided to such Group.

ARTICLE VII
FURTHER ASSURANCES AND ADDITIONAL COVENANTS

7.1 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, except as otherwise expressly provided in this Agreement or any of the Ancillary Agreements, each of the Parties shall use its reasonable best efforts, prior to, on and after the Effective Time, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Effective Time, each Party hereto shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all Approvals or Notifications of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument (including any consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the transfers of the StudioCo Assets and the Parent Assets and the assignment and assumption of the StudioCo Liabilities and the Parent Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party will, at the reasonable request, cost and expense of the other Party, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets allocated to such Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest, if and to the extent it is practicable to do so.

(c) At or prior to the Effective Time, Parent and StudioCo, in their respective capacities as direct and indirect shareholders of the members of their Groups, shall each ratify any actions which are reasonably necessary or desirable to be taken by Parent, StudioCo or any of the members of their respective Groups, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

ARTICLE VIII
TERMINATION

8.1 Termination. This Agreement and all Ancillary Agreements may be terminated and the Separation may be amended, modified or abandoned at any time prior to the Effective Time by Parent, in its sole and absolute discretion, without the approval or consent of any other Person, including StudioCo. After the Effective Time, this Agreement may not be terminated, except by an agreement in writing signed by a duly authorized officer of each of the Parties or as otherwise required by applicable Law.

8.2 Effect of Termination. In the event of any termination of this Agreement prior to the Effective Date, this Agreement shall become null and void and no Party (nor any member of its Group or any of its or their directors, officers or employees) shall have any Liability or further obligation to the other Party or any member of the other Party's Group by reason of this Agreement or the Ancillary Agreements.

ARTICLE IX
MISCELLANEOUS

9.1 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties or the parties thereto, respectively, and delivered to the other Party or other parties thereto, respectively.

(b) This Agreement, the Ancillary Agreements and the Exhibits, Schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. This Agreement and the Ancillary Agreements together govern the arrangements in connection with the Separation and would not have been entered into independently.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and StudioCo represents on behalf of itself and each other member of the StudioCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(d) Each Party acknowledges that it and each other Party is executing this Agreement and certain of the Ancillary Agreements by facsimile, stamp or mechanical signature, and that delivery of an executed counterpart of a signature page to this Agreement or any Ancillary Agreement (whether executed by manual, stamp or mechanical signature) by facsimile or by e-mail in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement or any Ancillary Agreement. Each Party expressly adopts and confirms each such facsimile, stamp or mechanical signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by e-mail in portable document format (PDF)) made in its name as if it were a manual signature delivered in person, agrees that it will not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it will as promptly as reasonably practicable cause each such Ancillary Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

9.2 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary Agreement (and any claims or disputes arising out of or related hereto or thereto or to the transactions contemplated hereby and thereby or to the inducement of any party to enter herein and therein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware irrespective of the choice of laws principles of the State of Delaware including all matters of validity, construction, effect, enforceability, performance and remedies.

9.3 Assignability. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and enure to the benefit of the Parties and the parties thereto, respectively, and their respective successors and permitted assigns; provided, however, that neither Party nor any such party thereto may assign its rights or delegate its obligations under this Agreement or any Ancillary Agreement without the express prior written consent of the other Party hereto or other parties thereto, as applicable (whether pursuant to a merger, by operation of Law or otherwise). Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement and the Ancillary Agreements (except as may be otherwise provided in any such Ancillary Agreement) in whole (*i.e.*, the assignment of a Party's rights and obligations under this Agreement and all Ancillary Agreements all at the same time) in connection with a Change of Control of a Party so long as the resulting, surviving or transferee Person assumes all the obligations of the relevant Party hereto or relevant party thereto, as applicable, by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party or other party thereto, as applicable.

9.4 Third-Party Beneficiaries. Except for the indemnification and contribution rights under this Agreement and each Ancillary Agreement of any Parent Indemnitee or StudioCo Indemnitee in their respective capacities as such, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the Parties and the parties thereto, respectively, and are not intended to confer upon any Person except the Parties and the parties thereto any rights or remedies hereunder or thereunder, and (b) there are no third-party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any third person with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement.

9.5 Notices. All notices, requests, claims, demands or other communications under this Agreement and, to the extent, applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in writing and shall be given or made (and, except as otherwise provided herein, shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by certified mail, return receipt requested, or by electronic mail so long as confirmation of receipt thereof is requested and received, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.5):

If to Parent, to:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: Bruce Tobey
E-mail: btobey@lionsgate.com

In each case, with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David E. Shapiro
Phone: (212) 403-1000
Email: DEShapiro@wlrk.com

If to StudioCo, to:

LG Orion Holdings ULC
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: Adrian Kuzycz
E-mail: akuzycz@lionsgate.com

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David E. Shapiro
Phone: (212) 403-1000
Email: DEShapiro@wlrk.com

A Party may, by notice to the other Party, change the address to which such notices are to be given.

9.6 Severability. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the Parties.

9.7 No Set-Off. Except as expressly set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any Ancillary Agreement; or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or any Ancillary Agreement.

9.8 Expenses. Except as otherwise expressly set forth in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, all third party fees, costs and expenses, and all other fees, costs and expenses, in each case incurred at or prior to the Effective Time in connection with the preparation, execution, delivery and implementation of this Agreement, including the Separation, and any Ancillary Agreement, and the consummation of the transactions contemplated hereby and thereby will be borne by the Party or its applicable Subsidiary incurring such fees, costs or expenses. Except as otherwise expressly set forth in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, all third party fees, costs and expenses, and all other fees, costs and expenses, in each case incurred after the Effective Time in connection with the Separation and the consummation of the transactions contemplated hereby and thereby will be borne by the Party or its applicable Subsidiary incurring such fees, costs or expenses. The Parties agree that certain specified costs and expenses shall be allocated between the Parties, and borne and be the responsibility of the applicable Party, as expressly set forth in the Shared Services Agreement.

9.9 Headings. The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

9.10 Survival of Covenants. Except as expressly set forth in this Agreement or any Ancillary Agreement, the covenants, representations and warranties contained in this Agreement and each Ancillary Agreement, and Liability for the breach of any obligations contained herein, shall survive the Separation and shall remain in full force and effect.

9.11 Waivers of Default. Waiver by a Party of any default by the other Party of any provision of this Agreement or any Ancillary Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the other Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof prejudice any other or further exercise thereof or the exercise of any other right, power or privilege.

9.12 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its or their rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties.

9.13 Amendments. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment, supplement or modification.

9.14 Interpretation. In this Agreement and any Ancillary Agreement, (a) words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other genders as the context requires; (b) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement (or the applicable Ancillary Agreement) as a whole (including all of the Schedules, Exhibits and Appendices hereto and thereto) and not to any particular provision of this Agreement (or such Ancillary Agreement); (c) Article, Section, Schedule, Exhibit and Appendix references are to the Articles, Sections, Schedules, Exhibits and Appendices to this Agreement (or the applicable Ancillary Agreement) unless otherwise specified; (d) unless otherwise stated, all references to any agreement (including this Agreement and each Ancillary Agreement) shall be deemed to include the exhibits, schedules and annexes (including all Schedules, Exhibits and Appendices) to such agreement; (e) the word "including" and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean "including, without limitation," unless otherwise specified; (f) the word "or" need not be exclusive; (g) unless otherwise specified in a particular case, the word "days" refers to calendar days; (h) references herein to this Agreement or any other agreement contemplated herein shall be deemed to refer to this Agreement or such other agreement as of the date on which it is executed and as it may be amended, modified or supplemented thereafter, unless otherwise specified; (i) unless expressly stated to the contrary in this Agreement or in any Ancillary Agreement, all references to "the date hereof," "the date of this Agreement" and words of similar import shall all be references to May 8, 2024; and (j) the word "extent" and the phrase "to the extent" shall mean the degree (if any) to which a subject or other thing extends, and such word or phrase shall not merely mean "if".

9.15 Limitations of Liability. Notwithstanding anything in this Agreement to the contrary, neither StudioCo or any member of the StudioCo Group, on the one hand, nor Parent or any member of the Parent Group, on the other hand, shall be liable under this Agreement to the other for any indirect, punitive, exemplary, remote, speculative or similar damages in excess of compensatory damages of the other arising in connection with the transactions contemplated hereby (other than any such Liability actually paid or payable in respect of a Third-Party Claim).

9.16 Performance. Parent will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the Parent Group. StudioCo will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement or in any Ancillary Agreement to be performed by any member of the StudioCo Group. Each Party (including its permitted successors and assigns) further agrees that it will (a) give timely notice of the terms, conditions and continuing obligations contained in this Agreement and any applicable Ancillary Agreement to all of the other members of its Group and (b) cause all of the other members of its Group not to take any action or fail to take any such action inconsistent with such Party's obligations under this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.

9.17 Mutual Drafting. This Agreement and the Ancillary Agreements shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

9.18 Conflict Among Ancillary Agreements. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Shared Services Agreement or the Tax Matters Agreement (each, a "Specified Ancillary Agreement"), the terms of the applicable Specified Ancillary Agreement, shall control with respect to the subject matter addressed by such Specified Ancillary Agreement to the extent of such conflict or inconsistency. In the event of any conflict or inconsistency between the terms of this Agreement or any Specified Ancillary Agreement, on the one hand, and any Transfer Document, on the other hand, including with respect to the allocation of Assets and Liabilities as among the Parties or the members of their respective Groups, this Agreement or such Specified Ancillary Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Separation Agreement to be executed by their duly authorized representatives as of the date first written above.

LIONS GATE ENTERTAINMENT CORP.

By: /s/ James W. Barge
Name: James W. Barge
Title: Chief Financial Officer

LG SIRIUS HOLDINGS ULC

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

LG ORION HOLDINGS ULC

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President

[Signature Page to Separation Agreement]

Exhibit 10.12

EXECUTION VERSION

SHARED SERVICES AND OVERHEAD SHARING AGREEMENT

This AGREEMENT (this "Agreement") is made effective as of May 9, 2024 (the "Effective Date"), by and between Lions Gate Entertainment Corp., a British Columbia corporation ("LG Parent"), and LG Orion Holdings ULC, a British Columbia unlimited liability company ("StudioCo" or, following the consummation of the Business Combination, "Pubco") (LG Parent and StudioCo collectively, the "Parties" and each a "Party").

BACKGROUND

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in that certain Separation Agreement, dated as of May 8, 2024, by and among LG Parent, LG Sirius Holdings ULC and StudioCo, a predecessor to Pubco (as it may be amended or supplemented from time to time, the "Separation Agreement"); provided, that, for purposes of this Agreement, neither Pubco nor any of its controlled Affiliates shall be deemed "Affiliates" of LG Parent and none of LG Parent and its controlled Affiliates (other than Pubco's controlled Affiliates) shall be deemed "Affiliates" of Pubco;

WHEREAS, as a result of the transactions contemplated by that certain Business Combination Agreement, dated as of December 22, 2023, by and among LG Parent, Screaming Eagle Acquisition Corp., a Cayman Islands exempted company, and the other parties thereto (as it may be amended or supplemented from time to time, the "Business Combination Agreement"), at the StudioCo Amalgamation Effective Time (as defined in the Business Combination Agreement) StudioCo will amalgamate with a successor of SEAC to form "Pubco" and Pubco will acquire the Studio Business and LG Parent will acquire at least 82.5% of the issued and outstanding Pubco Common Shares (as defined in the Business Combination Agreement), with the remaining issued and outstanding Pubco Common Shares being acquired by other shareholders (collectively with the other transactions contemplated by the Business Combination Agreement, the "Business Combination");

WHEREAS, as a result of the Business Combination, the directors of Pubco (the "Pubco Directors") will serve on (or as an observer of) the Board of Directors of LG Parent);

WHEREAS, as a result of the Business Combination, certain members of management of LG Parent will also become members of management of Pubco and provide certain management services to both LG Parent and Pubco (the "Shared Management Services");

WHEREAS, as a result of the Business Combination, certain employees of LG Parent will also become employees of Pubco and provide certain services to both LG Parent and Pubco (the "Shared Employee Services");

WHEREAS, prior to the Business Combination, the Studio Business and the Starz Business of LG Parent ("Starz") shared certain general corporate and administrative services (the "Shared G&A Services" and, together with the Shared Management Services and Shared Employee Services, the "Shared Services"); and

WHEREAS, in order to ensure that each of LG Parent and Pubco continues to receive such Shared Services following the Business Combination, the Parties mutually agree that it is in each of their best interests to share the costs and expenses associated with certain employees, certain facilities and property, and certain arrangements with third parties and that for ease of administration, one of the Parties may pay such costs and expenses on behalf of each of the Parties and their subsidiaries, in each case upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **TERM**

The term of this Agreement shall commence at the StudioCo Amalgamation Effective Time (as defined in the Business Combination Agreement) and shall continue until the termination of this Agreement pursuant to Section 4 herein (the "Term").

2. **SERVICES**

Pubco or LG Parent (in such capacity, "Provider") shall, or shall cause its applicable Affiliate(s) to, provide to (or at their discretion, procure for) LG Parent or Pubco, respectively (in such capacity, "Service Recipient") or its applicable Affiliate(s) the applicable Shared Services as and when required during the Term. The Parties hereby agree that the Shared Services shall include the following:

2.1 Corporate Executive. Executive management services including, but not limited to, corporate initiatives services, strategic planning, corporate development consulting projects, and general administrative functions.

2.2 Human Resources. Human resources services including, but not limited to, oversight of organizational design, talent management and staffing, training and development services, administration of benefit and equity compensation plans and other compensation and total rewards management, and provision of global human resource system and other general human resource assistance to the Service Recipient (including payroll).

2.3 Audit. Audit services including, but not limited to, information technology audits and other oversight of internal investigations.

2.4 Accounting and Finance. Activities including, but not limited to, provision of accounting and financial support for: the Service Recipient's mergers and acquisition ("M&A") activity, management of global accounting and financial systems, provision of internal controls and compliance oversight, budgeting and forecasting, financial planning and analysis, procurement, participations and residuals management, and preparation and filing of public financial disclosures (e.g., filings required by United States securities laws).

2.5 Legal. Legal advice and related assistance pertaining to, but not limited to, contracts, M&A, intellectual property, litigation, compliance (regulatory and government affairs) and other corporate legal issues.

2.6 Tax. Services related to federal, provincial, state, local and foreign country Tax filings imposed by governmental authorities including, but not limited to, corporate income Tax, gross receipts Tax, franchise Tax, capital Tax, goods and services Tax, sales and use Taxes, value-added Taxes, property Taxes, payroll Taxes, municipal or other local license Taxes and other Tax filings for all applicable jurisdictions. These services will also include support for the tax provision required for the filing of public financial statements, Tax audits, estimated Tax declarations, and other Tax functions as determined appropriate by the applicable Service Recipient.

2.7 Treasury and Risk Management. Activities related to global treasury and risk management functions including, but not limited to, banking and cash management, foreign currency management, assistance with determining insurance strategy with respect to property coverage, casualty, and product liability insurance, and any other insurance, and maintenance thereof.

2.8 Information Technology. Information technology services including, but not limited to, the study, design, development, implementation, support or management of computer-based information systems/infrastructure, particularly software applications and computer hardware, cybersecurity services and data backup and recovery.

2.9 IR/Communications. Services related to investor relations, corporate communications and public relations.

2.10 Facilities Management. Services related to office planning and management, building maintenance and repairs and security and access control.

2.11 Shared Contracts. Services under certain contracts that relate to the businesses of both Provider and Service Recipient, which cannot be readily separated (such contracts the "Shared Contracts"). The actual contracts that are designated Shared Contracts pursuant to this Agreement shall be mutually agreed upon by the Single Points of Contact (as defined below) for the applicable Providers and Service Recipients and the applicable Providers and Service Recipients shall take all steps reasonably necessary to allow for the benefits of such Shared Contracts to be actually shared in accordance with the terms of Section 2.8 of the Separation Agreement.

2.12 Miscellaneous. Any other activities respecting any other matters relating to Service Recipient's respective businesses that benefit the Service Recipient, as may be provided or procured by Provider from time to time and mutually agreed to by Provider and the Service Recipient. Each change or supplement to the Shared Services, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such agreement and shall be deemed a part of the "Shared Services" provided under this Agreement, in each case subject to the terms and conditions of this Agreement.

2.13 Single Point of Contact. Each Party shall designate a contact person (each a "Single Point of Contact") to facilitate communications and performance with respect to this Agreement and the Shared Services, as a whole. The Parties shall direct all initial communications intended for a manager or supervisor or similar level resource and relating to this Agreement and the Shared Services to the Single Point of Contact for the other Party set forth in **Schedule 1**. Each Party shall have the right at any time and from time to time to replace its Single Point of Contact by written notice to the other Party in accordance with this Agreement, following which the applicable provisions of **Schedule 1** shall be deemed to be amended to reflect such Party's new Single Point of Contact.

3. **COST SHARING**

3.1 Generally.

3.1.1 All documented expenses, fees, charges and costs relating to the Shared Services, including third-party charges, facility costs, including maintenance costs, rental costs, legal and accounting expenses, telephone and fax costs, travel expenses, costs of technical and communications support, and shared administration and other similar office expenses (collectively, "Shared Expenses"), shall be paid by Pubco, including, if not directly incurred by Pubco or its applicable Affiliate, by reimbursement to LG Parent in the event that LG Parent is a Provider of any Shared Services and incurs any Shared Expenses; provided, that such amounts payable to LG Parent pursuant to this Section 3.1.1 shall be offset by the LG Parent Allocation

such that only amounts required to be paid or reimbursed by Pubco in excess of the LG Parent Allocation shall be payable to LG Parent; provided, further, that Shared Expenses shall be net of all costs or expenses relating to Benefits (as defined below) to which employees of Starz (other than Shared Employees) are entitled under plans maintained by LG Parent or its Affiliates.

3.1.2 In consideration of the Shared Services, and in further consideration of Pubco's assumption and payment of the Shared Expenses, LG Parent (or its Affiliate) shall reimburse Pubco in an amount of $10 million per fiscal year (the "LG Parent Allocation"). The LG Parent Allocation shall be payable in equal monthly installments on the last day of each fiscal month following the StudioCo Amalgamation Effective Time; provided, that such payment may, at LG Parent's option, be reduced by the amount of any Shared Expense actually incurred or paid by LG Parent with respect to such Shared Services and reimbursable by Pubco pursuant to Section 3.1.1. The Parties agree to consider in good faith from time-to-time adjustments to the LG Parent Allocation as required to reflect changes in the Shared Services as agreed to from time to time. The Parties shall amend this Agreement to reflect any such agreed upon changes.

3.2 Shared Employees.

3.2.1 In the event that any employee (including any corporate executive) of Provider acts as an employee or corporate executive of, or otherwise provides services to, both Parties (and/or their subsidiaries) such employee shall be treated as a "Shared Employee".

3.2.2 For such time as any Shared Employees are shared under this Agreement, the applicable employer of the Shared Employee, either Pubco or LG Parent, shall, except as provided in Section 3.2.3, be solely responsible for the payment of all compensation, including wages, bonuses, commissions and other incentive compensation (collectively, the "Wages"), employee benefits, including, but not limited to, pension and welfare benefits, paid absences, health insurance and other fringe benefits, direct non-labor costs and similar expenses, reimbursement of out-of-pocket third-party costs and expenses, severance benefits and workers' compensation insurance (collectively, the "Benefits"), in each case, including associated employer-side payroll and similar Taxes. Without limiting the generality of the foregoing, and subject to the final proviso of Section 3.1.1, such Wages, Benefits and other costs relating to Shared Employees (including associated employer-side payroll and similar Taxes) shall (regardless of whether Pubco or LG Parent is responsible under this paragraph for the actual payment of Wages or the provision of Benefits) be deemed "Shared Expenses" and subject to payment or reimbursement, as applicable, under Section 3.1.

3.2.3 Notwithstanding the provisions of Section 3.1.1 or 3.2.2, the Parties agree that any equity compensation awards to employees of Starz or the Studio Business (including Shared Employees) shall be provided by, and shall be the responsibility of, LG Parent, provided that the costs of such awards with respect to employees of the Studio Business and Shared Employees shall be reflected as an expense on the financial statements of the StudioCo Group for accounting purposes. Such awards shall not be Shared Expenses, and it is not currently anticipated that Pubco will grant any Pubco equity compensation awards to any persons.

3.2.4 To the extent employees of Starz (other than Shared Employees) receive Benefits under a plan maintained by Pubco or one of its subsidiaries, or receive Wages from Pubco or one of its subsidiaries , LG Parent shall reimburse Pubco for the costs or expenses relating to such Benefits or Wages (including associated employer-side payroll and similar Taxes) to the extent such Benefits have not been satisfied pursuant to the offset contemplated by the final proviso to Section 3.1.1. For the avoidance of doubt, for any such reimbursement required under this Section 3.2.4 that is not satisfied pursuant to the offset contemplated by the final proviso in Section 3.1.1, Pubco may offset such amounts payable against any other amounts Pubco is required to pay LG Parent pursuant to Section 3.1.1.

3.2.5 To the extent employees of the Studio Business (other than Shared Employees) receive Benefits under a plan maintained by LG Parent or one of its subsidiaries, or receive Wages from LG Parent or one of its subsidiaries, Pubco shall reimburse LG Parent for the costs or expenses relating to such Benefits or Wages (including associated employer-side payroll and similar Taxes).

3.3 Taxes.

3.3.1 Any amount required to be paid by a Party (or its Affiliates) to the other Party (or its Affiliates) pursuant to this Agreement does not include any Taxes payable with respect to such payment. In addition to any such payment, except as otherwise provided in this Agreement, any Service Recipient shall pay (or cause to be paid) and be responsible for and shall promptly reimburse the applicable Provider for any sales, use, excise, value-added, service, goods and services, consumption or similar Taxes imposed on, in connection with or with respect to the provision of the Shared Services by such Provider (such Taxes, "Service Provision Taxes"). The applicable Service Recipient shall either (1) upon receipt of an invoice (or other valid and customary documentation, if any), if applicable, reasonably detailing the applicable Service Provision Taxes and a calculation of the amount due, promptly pay or reimburse the applicable Provider for the amount of such Service Provision Taxes shown as due on such invoice (or other documentation) (and, to the extent required by applicable Law, such Provider shall timely remit such amount to the applicable Tax authority) or (2) where permitted by applicable Law, timely and directly account to the relevant Tax authority for any such Service Provision Taxes.

3.3.2 Any amount required to be paid by a Party (or its Affiliates) to the other Party (or its Affiliates) pursuant to this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, unless the payor is required to deduct or withhold Taxes from such payment under applicable Law. If the payor is so required by applicable Law to deduct or withhold any amount for or on account of Taxes from any such payment, then the payor shall (i) make such deductions or withholdings as are required by applicable Law (taking into account applicable Tax forms, documentation or certificates furnished by the payee and any reductions or exemptions provided thereunder), (ii) timely pay the full amount so deducted or withheld to the applicable Tax authority, and (iii) promptly provide to the applicable payee reasonable evidence of payment to the appropriate Tax authority of such deducted or withheld amounts. To the extent any such amounts are so deducted or withheld and timely paid to the applicable Tax authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the payee in respect of which such deduction and withholding was made; provided, for the avoidance of doubt, that Service Provision Taxes shall not be treated as deemed paid to the Provider and shall be reimbursed by a Service Recipient pursuant to Section 3.3.1.

3.3.3 The Parties shall (and shall cause their respective Affiliates to) cooperate in good faith in order to reduce or eliminate Service Provision Taxes and Taxes otherwise required to be deducted or withheld by any Party (or its Affiliates) on amounts required to be paid by such Party (or its Affiliates) to the other Party (or its Affiliates) pursuant to this Agreement to the extent legally permissible, including by providing any applicable Tax forms, documentation or certificates.

3.3.4 If a Provider receives any refund of Taxes that are borne by a Service Recipient pursuant to this Agreement, then such Provider shall promptly pay, or cause to be paid, to such Service Recipient the amount of such refund (net of any additional Taxes such Provider incurs or will incur as a result of the receipt of such refund, taking into account available deductions for applicable Tax purposes that reduce such Taxes).

3.3.5 If any amount paid by Service Recipient to Provider with respect to Taxes in connection with this Agreement is subject to adjustment by any Tax authority pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any similar provision of state, local or non-U.S. Law), the Service Recipient shall make an additional payment or Provider shall make a rebate of consideration previously paid to reflect such adjustment to the extent consistent with the Parties' economic rights and obligations for such Taxes pursuant to this Agreement.

3.3.6 The Parties agree to (and to cause their respective Affiliates to) cooperate in good faith to avoid double taxation.

3.3.7 Notwithstanding anything to the contrary in this Agreement, each Party will be solely responsible for any and all Taxes levied, assessed or imposed on its income, business operations (e.g., franchise Taxes) or the ownership of its assets.

3.4 Board Services. For such time as any Pubco Director is also serving on (or as an observer of) the Board of Directors of LG Parent, such Pubco Director will be compensated solely by LG Parent in accordance with LG Parent's non-employee director compensation program (which may be amended from time to time) and will not receive additional compensation from Pubco.

4. **TERMINATION**

4.1 Events of Termination. This Agreement may be terminated in the following events:

4.1.1 immediately by a Party upon written notice if the other Party defaults in the performance of any of its material obligations under this Agreement, and such default continues and has not been remedied for a period of thirty (30) days after a Party has given written notice specifying such default and requiring it to be remedied;

4.1.2 immediately by a Party upon written notice if the other Party experiences a Bankruptcy Event. For purposes of this Agreement, a "Bankruptcy Event" will be deemed to have occurred with respect to a Party upon such Party's insolvency, general assignment for the benefit of creditors, such Party's voluntary commencement of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or consolidation of such Party's debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial part of such Party's assets (each, a "Bankruptcy Proceeding"), or the involuntary filing against such Party of any Bankruptcy Proceeding that is not stayed within sixty (60) days after such filing;

4.1.3 immediately by a Party upon written notice if the other Party experiences a Change of Control;

4.1.4 immediately upon the consummation of any transaction as a result of which LG Parent, or its successor, ceases to own, directly or indirectly, more than 50% of the issued and outstanding equity interests of Pubco, or its successor; or

4.1.5 as agreed to in writing by the Parties.

4.2 Effect of Termination

4.2.1 Expiration or other termination of this Agreement shall not: (i) relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination; (ii) preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement prior to the effective date of such termination; or (iii) prejudice either Party's right to obtain performance of any obligation that accrued hereunder prior to the effective date of such termination or that, by the terms of this Agreement, survives such termination. In the event this Agreement is terminated pursuant Section 4.1.3 or 4.1.4, the Parties shall cooperate to enter into a new agreement to provide for an orderly transition of shared services, as deemed reasonably necessary by the Parties.

4.2.2 No Fees Due Upon Termination. Other than amounts due in connection with Shared Services rendered prior to termination of this Agreement, no Party shall be entitled to receive any fee or payment upon termination of this Agreement, whether or not such termination is for cause.

4.2.3 Survival. Nothing herein shall survive the termination of this Agreement, except forSection 3.3.4, Section 3.3.5 and this Section 4.2, those terms that are, by their express terms (including as provided by thisSection 4.2), to survive the termination of this Agreement and Sections 5, 6, 8 and 10, each of which shall survive any termination of this Agreement.

5. **INDEMNIFICATION**

5.1 By Provider. Provider shall indemnify and hold Service Recipient harmless from and against any and all claims, demands, losses, Taxes, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever, related to claims asserted by third parties, incurred by Service Recipient, including reasonable attorneys' fees and costs of any defense associated therewith and incremental Taxes arising as a result of such indemnification ("Losses"), arising directly or indirectly out of, or in any manner connected with, the bad faith, gross negligence or willful misconduct of Provider in performing or failing to perform the activities hereunder. The Provider's liability under this indemnity shall be reduced

proportionately to the extent that the actions of the Service Recipient or any employee or representative of the Service Recipient causes or contributes to such Losses and shall in no event exceed the total aggregate amounts paid to Provider by the Service Recipient pursuant to this Agreement, less any amount paid prior thereto pursuant to Section 5.3 in connection with the same or related underlying circumstances.

5.2 By Service Recipient. Service Recipient shall indemnify and hold Provider harmless from and against any and all claims, demands, losses, Taxes, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever, related to claims asserted by third parties, incurred by Provider, including reasonable attorneys' fees and costs of any defense associated therewith and incremental Taxes arising as a result of such indemnification ("Losses"), arising directly or indirectly out of, or in any manner connected with, the bad faith, gross negligence or willful misconduct of Service Recipient in performing or failing to perform the activities hereunder. Service Recipient's liability under this indemnity shall be reduced proportionately to the extent that the actions of Provider or any employee or representative of Provider causes or contributes to such Losses and shall in no event exceed the total aggregate amounts paid to Service Recipient by Provider pursuant to this Agreement, less any amount paid prior thereto pursuant to Section 5.3 in connection with the same or related underlying circumstances.

5.3 Actions Between Parties; Limitation of Liability. For the avoidance of doubt, nothing in this Section 5 shall limit any Party's right to assert claims against another Party for breach of this Agreement and to pursue any available legal and equitable rights and remedies in connection therewith, *provided* that (a) no Party shall be liable absent its bad faith, gross negligence or willful misconduct, (b) no Party shall in any event be liable for any indirect or consequential damages, for damages incidental to damages for which it is not liable hereunder, for loss of use, loss of profits, loss of production or business interruption, or (c) for any damages resulting from claims of third parties, which shall be governed solely by Section 5.1 or Section 5.2 (as applicable) or (d) in no event shall the non-breaching party have the right to enjoin, or otherwise be entitled to injunctive relief that prevents or impairs, the development, production, distribution or other exploitation of any film, television program or other form of content; and *further provided* that any Party's liability to another Party shall be reduced proportionately to the extent that the actions of the Party asserting the applicable claim or any employee or representative of such Party causes or contributes to events giving rise to such liability and, in the event of a claim by a Service Recipient against a Provider, shall be limited to the total aggregate amounts paid to Provider by the Service Recipient pursuant to this Agreement less any amount paid prior thereto pursuant to Section 5.1.

6. **INDEPENDENT CONTRACTOR STATUS**

This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the Parties. With respect to the subject matter of this Agreement, both Parties shall be, and shall act as, independent contractors. Neither Party shall have authority to create any obligation for the other Party, except to the extent stated herein. Further, Provider shall be responsible for: (1) selecting and hiring its employees legally, including compliance with all applicable laws in connection therewith; (2) paying wages and other benefits that Provider offers to such employees in accordance with applicable laws; and (3) paying or withholding all required payroll taxes and mandated insurance premiums. Provider shall indemnify Service Recipient from a claim made by any Provider employee or agent against Service Recipient alleging rights or benefits as a Service Recipient employee. The Provider will make available to the Service Recipient such personnel as may be necessary to provide such Shared Service on the understanding that such personnel shall remain employed or engaged by the Provider and under the Provider's direction, control and supervision. The Provider will have the right, in its reasonable discretion, to (i) designate which personnel it will assign to perform such Shared Service, and (ii) remove and replace such personnel at any time.

7. **PERFORMANCE OF SERVICES**

7.1 Compliance with Law. Nothing in this Agreement shall require the Provider to perform or cause to be performed any Shared Service to the extent the manner of such performance would constitute a violation of applicable law or any existing contract or agreement with a third party. Each Party shall be responsible for its own compliance and its subcontractors' compliance with any and all laws applicable to its performance under this Agreement. No Party will knowingly take any action in violation of any such applicable law that results in liability being imposed on the other Party.

7.2 Standard of Service. Each Provider represents, warrants and agrees that the Shared Services it provides shall be provided in good workmanlike manner using commercially reasonable efforts, in accordance with applicable Law and in a manner generally consistent with the historical provision of the Shared Services and with the same or higher standard of care as historically provided. Each Service Recipient shall use the Shared Services for the same purposes and in substantially the same manner as were used historically. Provider agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Shared Services in accordance with the standards set forth in this Agreement. Each Provider remains responsible for the performance by any of its Affiliates of the Shared Services, and each such Affiliate shall be subject to the standard of service set forth in this Section 7.2.

7.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SHARED SERVICES ARE PROVIDED AS-IS, THAT SERVICE RECIPIENT ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON THE SHARED SERVICES AND PROVIDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PROVIDER AND SERVICE RECIPIENT HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SHARED SERVICES, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF ANY SHARED SERVICE FOR A PARTICULAR PURPOSE.

8. **CONFIDENTIALITY**

8.1 Neither Party hereto as the Receiving Party (as defined below) shall disclose to any third party, any Information (as defined below), except: (a) to the extent necessary to comply with applicable law, a governmental entity with jurisdiction over the Receiving Party or a valid court order of a court with competent jurisdiction, in which event the Receiving Party shall so notify the Disclosing Party (as defined below) as promptly as is practicable (if possible, prior to making such disclosure) and shall not oppose any efforts of the Disclosing Party to seek confidential treatment of such information; (b) to the extent necessary to comply with the disclosure requirements of the Securities and Exchange Commission or similar entities; (c) (i) to the Receiving Party's employees, directors and officers, in their capacity as such, on a reasonable need-to-know basis, and (ii) to the Receiving Party's respective parent, subsidiary or other Affiliates, and its or their investors, financiers, banks, auditors, attorneys, employees, directors and officers, in each case, on a reasonable need-to-know basis in connection with this Agreement (collectively, its "Permitted Recipients") (provided, that the Receiving Party shall be liable in the event that any of its Permitted Recipients disclose any information that the Receiving Party would be prohibited from disclosing pursuant to this provision); (d) in order to enforce the Receiving Party's rights pursuant to this Agreement; and (e) to a bona fide prospective or an actual buyer or financier as well as the Permitted Recipients thereof (provided, that any such buyer or financier first executes a written confidentiality agreement with the Receiving Party pursuant to which such

buyer or financier agree(s) (on behalf of itself and its Permitted Recipients) to be bound by the provisions of this Section 8.1 or a similar undertaking of confidentiality at least as restrictive as the provisions of this Section 8.1). "Information" means, with respect to a Party (the "Disclosing Party"), all confidential and/or proprietary information of such Disclosing Party that is received by or on behalf of the other Party (the "Receiving Party") or that the Receiving Party otherwise learns or has access to, other than any such information that (a) is publicly available or publicly known other than through a breach of this Section 8.1, (b) was known to the Receiving Party from a source other than the Disclosing Party, as applicable, that is not subject to a confidentiality obligation, or (c) is independently developed after the Effective Date by or on behalf of the Receiving Party or any of its Representatives, as applicable, without use or reference to the Information of the other Party. With respect to the Information of a Disclosing Party hereto, the Receiving Party shall use the same degree of care in safeguarding such Information as it uses to safeguard its own confidential Information and otherwise, in a commercially reasonable manner. Each Party acknowledges and agrees that in the event of a breach by it of any of the provisions of this Section 8.1, monetary damages may not constitute a sufficient remedy. Consequently, in the event of any such breach, the Disclosing Party and/or its successors or assigns may, in addition to any other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of proving actual damages. However, it is agreed that in no event shall either Party seek to enjoin or otherwise restrain the development, production, advertising, promotion, distribution, exhibition, or other exploitation of any motion picture or other content of the other Party or its Affiliates in connection with the exercise of remedies under this Agreement except to the extent such claim is based on a breach of intellectual property rights. For the avoidance of doubt, each Party shall be required to inform its members, managers, officers, employees, contractors and agents of the obligations hereunder and cause them to comply therewith.

9. **INTELLECTUAL PROPERTY**

9.1 Except as expressly set forth in Section 9.2, nothing in this Agreement shall or is intended to transfer, convey, grant or assign any right or license in or to the Intellectual Property Rights of one Party (or such Party's Affiliates or their licensors) to any other, whether by implication, estoppel, or otherwise. All rights not expressly granted herein are expressly reserved. Service Recipient shall not remove or alter any proprietary notices that appear on any information technology, software or other technology owned or made available by or on behalf of Provider or its Affiliates in connection with the Shared Services, and shall not attempt to decompile or reverse engineer copies of any software owned or made available by Provider.

9.2 Without limitation to Section 8, each Party hereby grants, and shall cause its Affiliates to grant, to the other Party and its Affiliates, a limited, worldwide, non-exclusive, non-transferable (except as provided in Section 10.3), non-sublicensable (except to such Party's or its Affiliates' subcontractors in connection with the provision or receipt of the Shared Services, as applicable), royalty-free, fully paid up license (or sublicense, as applicable) under (a) the Intellectual Property Rights owned by such first Party or its Affiliates, and (b) any Intellectual Property Rights owned by any third party and sublicensable by such first Party or any of its Affiliates (but only to the extent sublicensable without further payment or other obligation by such first Party or its Affiliates), in each case, solely to the extent required or used for, as applicable, Provider to provide the Shared Services, or Service Recipient to receive or use the Shared Services for purposes consistent with those for which they were provided, in each case, in accordance with this Agreement. Upon the termination or expiration of any Shared Service as provided herein, the license to the relevant Intellectual Property Rights granted under this Section 9.2 in connection with such Shared Service shall automatically terminate.

10. **MISCELLANEOUS**

10.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail, on the date of transmission to such recipient (c) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth on Schedule 1.

10.2 Entire Agreement. This Agreement (including the exhibits and schedules attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, warranties, understandings or commitments except as provided herein. This Agreement supersedes all prior understandings, negotiations and discussions, whether written or oral, concerning the subject matter hereof, which are hereby cancelled.

10.3 Successors and Assigns; No Third-Party Rights. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Parties (not to be unreasonably withheld, conditioned or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void *ab initio* and without force or effect, *provided* that any assumption of this Agreement as part of the chapter 11 bankruptcy case of any Party shall not be considered an assignment for purposes of this Section 10.3. This Agreement is not intended to, and does not, create rights in any other person, and no person is or is intended to be a third-party beneficiary of any of the provisions of this Agreement.

10.4 Severability. Any term or provision of this Agreement that is held invalid or unenforceable by a court of competent jurisdiction or other governmental authority in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to replace invalid or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

10.5 Waivers and Amendments. Any waiver of any term or condition of this Agreement, or any amendment or supplement to this Agreement, shall be effective only if in writing and signed by the Parties. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

10.6 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic means) with the same effect as if all Parties had signed the same document.

10.7 Governing Law; Waiver of Jury. Each of the Parties hereto hereby agrees this Agreement shall be governed by and shall be construed in accordance with the laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH

PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

10.8 Specific Performance. The Parties agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

10.9 Headings; References; Interpretation. All Article and Section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof. The words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including, without limitation, all Exhibits attached hereto, and not to any particular provision of this Agreement. All references herein to Articles, Sections and Exhibits shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement and the Exhibits attached hereto, and all such Exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes. The use herein of the word “including” following any general statement, term, or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

10.10 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, agent, attorney or representative of either Party or their affiliates shall have any liability for any obligations or liabilities of either Party, respectively, under this Agreement or for any claims based on, in respect of, or by reason of, the transactions contemplated by this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

Lions Gate Entertainment Corp.	**LG Orion Holdings ULC**
By: /s/ James. W Barge	By: /s/ Adrian Kuzycz
Name: James W. Barge	Name: Adrian Kuzycz
Title: Chief Financial Officer	Title: President

Schedule 1

Point of Contact and Notice Addresses

Party	Single Point of Contact	Notice Address
LG Parent	Brian Goldsmith, Chief Operating Officer	2700 Colorado Avenue Santa Monica, CA 90404
StudioCo	Bruce Tobey, General Counsel	2700 Colorado Avenue Santa Monica, CA 90404

Exhibit 10.13

EXECUTION VERSION

THIS NOTE ("NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR UNDER ANY STATE SECURITIES LAW AND SUCH SECURITY MAY NOT BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED, OR OTHERWISE TRANSFERRED UNTIL (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) AN OPINION OF COUNSEL IS OBTAINED BY LENDER OR BORROWER, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO LENDER, THAT SUCH SECURITY MAY BE PLEDGED, SOLD, ASSIGNED, HYPOTHECATED, OR TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

FORM OF INTERCOMPANY NOTE AND ASSUMPTION AGREEMENT

$1,100,000,000 Revolving Commitments
$399,287,985 Term Loan A Facility
$819,165,652 Term Loan B Facility

May 8, 2024

FOR VALUE RECEIVED, Lions Gate Television Inc., a Delaware corporation ("Borrower" and sometimes also referred to herein as "Assuming Party"), promises to pay to the order of Lions Gate Capital Holdings LLC, a Delaware limited liability company ("Lender"), in lawful money of the United States:

(a) loans from time to time outstanding pursuant to a revolving credit facility with commitments of up to $1,100,000,000 (such loans, "Revolving Loans" and such facility, the "Revolving Credit Facility"), plus

(b) the principal sum of $399,287,985 (such loans, "Term A Loans" and such facility, the "Term Loan A Facility"), plus

(c) the principal sum of $819,165,652 (such loans, "Term B Loans", and together with the Revolving Loans and the Term A Loans, the "Loans"; such facility, the "Term Loan B Facility", and together with the Revolving Credit Facility and the Term Loan A Facility, the "Facilities"), plus

(d) in each case, interest at the rate set forth below.

Lender is party to (i) that certain Credit and Guarantee Agreement, dated as of December 8, 2016 (as amended through Amendment No. 5, dated as of June 14, 2023 and as may be further amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Lender, as borrower, Lions Gate Entertainment Corp., a corporation organized under the laws of the Province of British Columbia, Canada ("LGEC"), the lenders and other parties from time to time party thereto and JPMorgan Chase Bank, N.A. as administrative agent and collateral agent, (ii) that certain Indenture, dated as of April 1, 2021 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "LGCH Indenture"), by and among Lender, as issuer, the guarantors from time to time party thereto, and Deutsche Bank Trust Company Americas, as trustee and (iii) that certain Indenture, dated as of May 8, 2024 (as may be

amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "LGCH1 Indenture" and together with the LGCH Indenture, the "Indentures"), by and among Lions Gate Capital Holdings 1, Inc., as issuer, the guarantors from time to time party thereto, and U.S. Bank Trust Company, National Association, as trustee.

Upon consummation of the Transactions (as defined in the Business Combination Agreement, dated as of December 22, 2023, by and among Screaming Eagle Acquisition Corp., Lions Gate Entertainment Corp. and the other parties party thereto, as amended, restated, supplemented or otherwise modified from time to time), the Borrower shall become a wholly-owned subsidiary of Lionsgate Studios Corp. ("Holdings").

Borrowings under this Note will be used by Borrower for general corporate purposes and for working capital.

The following terms shall apply to this Note:

1. Maturity Date

(a) The Revolving Credit Facility will mature on the earlier of (i) April 6, 2026 and (ii) the 2026 Revolving Credit Termination Date (as defined in the Credit Agreement) (the "RCF Maturity Date").

(b) The Term Loan A Facility will mature on the earlier of (i) April 6, 2026 and (ii) the 2026 Term A Termination Date (as defined in the Credit Agreement) (the "TLA Maturity Date").

(c) The Term Loan B Facility will mature on March 24, 2025 (the "TLB Maturity Date", and together with the RCF Maturity Date and TLA Maturity Date, each a "Maturity Date").

To the extent that the Maturity Date (as defined in the Credit Agreement) for any Facility (as defined in the Credit Agreement) shall occur on an earlier date or the Obligations (as defined in the Credit Agreement) under such Facility have been paid in full in cash (other than in respect of contingent indemnification and expense reimbursement claims not then due) or, with respect to the Revolving Facility (as defined in the Credit Agreement), the Termination Date (as defined in the Credit Agreement) has occurred, the corresponding Maturity Date under this Note for the corresponding facility shall automatically become such earlier date.

2. Borrowings, Interest Rate and Fees

(a) The Term A Loans and Term B Loans shall be deemed incurred on the date hereof.

(b) Borrower may from time to time request to borrow Revolving Loans upon five (5) Business Days' (as defined in the Credit Agreement) (or such shorter period as Lender may agree in its sole discretion) notice of the amount of the requested borrowing (e-mail being sufficient). Each borrowing shall be in an amount equal to $1,000,000 or such greater amount that is an integral multiple of $250,000. Lender shall update Appendix 1 from time to time to indicate the date and amount

of the initial advance of each Revolving Loan and amount of each repayment of any Revolving Loan. Appendix 1 shall be conclusive and binding evidence of the principal amount of the Revolving Loans from time to time outstanding hereunder absent manifest error.

(c) Interest on any Revolving Loans and the Term A Loans shall accrue at a rate equal to Adjusted Term SOFR (as defined in the Credit Agreement) plus the Applicable Margin (as defined in the Credit Agreement) then applicable to Revolving Loans and Term A Loans (each as defined in the Credit Agreement), as applicable, under the Credit Agreement.

(d) Interest on the Term B Loans shall accrue at a rate equal to Adjusted Term SOFR (as defined in the Credit Agreement) plus the Applicable Margin (as defined in the Credit Agreement) then applicable to Term B Loans (as defined in the Credit Agreement) under the Credit Agreement.

(e) Each borrowing of Loans hereunder shall be subject to an interest period corresponding to the Interest Period (as defined in the Credit Agreement) then applicable to (i) with respect to the Revolving Loans, the corresponding Revolving Loans (as defined in the Credit Agreement) borrowed under the Credit Agreement, (ii) with respect to the Term A Loans, the Term A Loans (as defined in the Credit Agreement) under the Credit Agreement and (iii) with respect to the Term B Loans, the Term B Loans (as defined in the Credit Agreement) under the Credit Agreement.

(f) Borrower shall pay to Lender interest accrued pursuant to preceding clause (e) on each Interest Payment Date (as defined in the Credit Agreement) applicable to (i) with respect to the Revolving Loans, the corresponding Revolving Loans (as defined in the Credit Agreement) borrowed under the Credit Agreement, (ii) with respect to the Term A Loans, the Term A Loans (as defined in the Credit Agreement) under the Credit Agreement and (iii) with respect to the Term B Loans, the Term B Loans (as defined in the Credit Agreement) under the Credit Agreement.

(g) Interest on all Loans shall compound and be computed (i) with respect to the Revolving Loans, in the manner applicable to the corresponding Revolving Loans (as defined in the Credit Agreement) borrowed under the Credit Agreement, (ii) with respect to the Term A Loans, in the manner applicable to the Term A Loans (as defined in the Credit Agreement) under the Credit Agreement and (iii) with respect to the Term B Loans, in the manner applicable to the Term B Loans (as defined in the Credit Agreement) under the Credit Agreement.

(h) Borrower shall pay to Lender a commitment fee at a rate per annum equal to the then-applicable Commitment Fee Rate (as defined in the Credit Agreement) (the "Commitment Fee"). Lender will notify Borrower of the applicable Commitment Fee on each Adjustment Date (as defined in the Credit Agreement). Such Commitment Fee shall be payable quarterly in arrears on each Fee Payment Date (as defined in the Credit Agreement) by Borrower to Lender.

(i) Borrower shall pay to Lender a fronting fee equal to 0.125% of the face amount of (or of the increase in the face amount of) each outstanding Letter of Credit entered into from time to time under the Credit Agreement that is determined by Lender (in its reasonable discretion) to have been issued for the benefit of Holdings and its subsidiaries hereunder, in accordance with Section 2.12(b) of the Credit Agreement. Such Letters of Credit shall be as set forth on Appendix 2 hereto.

(j) The principal amount outstanding under each Facility hereunder shall be reduced on a pro rata basis by any principal amount of loans under the Credit Agreement that is repaid from the assets of Borrower and its subsidiaries as a result of a payment on the guarantee, or any foreclosure on collateral, of the Credit Agreement or Indentures.

3. Payments

(a) Borrower shall make principal payments on the Term A Loans hereunder in an amount equal to its pro rata share (as determined by Lender in its reasonable discretion) of the principal payments due and payable under (and in accordance with) Section 2.7(a) of the Credit Agreement as if such section were set forth herein, *mutatis mutandis*.

(b) Borrower shall make principal payments on the Term B Loans hereunder in an amount equal to its pro rata share (as determined by Lender in its reasonable discretion) of the principal payments due and payable under (and in accordance with) Section 2.7(b) of the Credit Agreement as if such Section were set forth herein, *mutatis mutandis*.

(c) Each Revolving Loan hereunder shall mature and become due and payable on the RCF Maturity Date.

(d) The principal and all accrued and unpaid interest under this Note shall be fully paid by the applicable Maturity Date for each Facility.

(e) If any payment hereunder falls due on a Saturday, Sunday or legal holiday, it shall be payable in accordance with the provisions in the Credit Agreement that would be applicable to such payment thereunder.

4. Prepayment Provisions

(a) Voluntary Prepayments. Borrower shall have the right upon prior notice to Lender to prepay in full or in part any amounts outstanding under this Note. Borrower shall give Lender written notice of Borrower's intention to make the prepayment, specifying the date (the "Prepayment Date") and amount of prepayment to be made. Such notice shall be provided not less than three (3) nor more than 15 days before the Prepayment Date (or such shorter period as may be agreed by Lender).

(b) Mandatory Prepayments.

(i) In the event that Lender is required to make a mandatory prepayment resulting from Excess Cash Flow (as defined in the Credit Agreement) pursuant to Section 2.8(c)(iii) of the Credit Agreement (and such mandatory prepayment has actually become payable under the Credit Agreement after giving effect to any deductions, extensions, reinvestment rights, or similar exceptions), Borrower shall promptly pay to Lender its pro rata share (as determined by Lender in its reasonable discretion) of such Excess Cash Flow prepayment in respect of the applicable Loans hereunder.

(ii) In the event that Holdings or any of its subsidiaries makes any Asset Sale (as defined in the Credit Agreement) that results in Lender being required to make a mandatory prepayment in connection with Net Available Cash (as defined in the Credit Agreement) pursuant to Section 2.8(c)(ii) of the Credit Agreement (and such mandatory prepayment has actually become payable under the Credit Agreement after giving effect to any deductions, extensions, reinvestment rights, or similar exceptions), Borrower shall promptly pay to Lender an amount equal to such Net Available Cash in respect of the applicable Loans hereunder.

(c) Sale Transaction or Change of Control. Immediately prior to or simultaneously with the closing of any Sale Transaction or Change of Control, Borrower shall prepay the Loans in full in cash.

For purpose hereof, a "Sale Transaction" means any merger, consolidation, spin-off, distribution, sale, disposition, amalgamation, transfer or other transaction after which LGEC does not continue to own, directly or indirectly, common stock in Borrower that (1) constitutes at least a majority of the outstanding economic interests of Borrower and at least a majority of the outstanding voting interests of Borrower and (2) provides for sufficient voting power to elect at least a majority of the members of the board of directors of Borrower.

For purposes hereof, a "Change of Control" shall be deemed to occur if at any time, any person or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")) acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of all or a majority (i) of the then-outstanding common equity securities of Borrower and (ii) of the voting power of Borrower's voting securities, in each case other than a sale, transfer or other disposition of equity interests, merger, consolidation, share exchange or other business combination or reorganization transaction (each a "Business Combination") in which the holders of equity interests of Borrower immediately before the consummation of such Business Combination own at least a majority of the (A) outstanding common equity securities of the surviving entity (or its ultimate parent entity) or (B) voting power of the outstanding voting securities of the surviving entity (or its ultimate parent entity), in each case immediately following the consummation of such Business Combination, in substantially the same proportions as they owned (I) the outstanding common equity securities of Borrower and (II) the voting power of Borrower's voting securities, in each case immediately prior to the consummation of such Business Combination.

5. Conditions to Borrowing. The obligation of Lender to make a Revolving Loan hereunder is subject to satisfaction in full or waiver by Borrower of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by Holdings and Borrower hereunder shall be true and correct in all material respects (or in all respects, if qualified by a materiality threshold) on and as of such date as if made on and as of such date (except to the extent that such representations and warranties expressly relate to an earlier date).

(b) No Default. No Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(c) Revolving Credit Availability. After giving effect to any requested extension of credit, the aggregate principal amount of all Revolving Loans and L/C Obligations (each as defined in the Credit Agreement) under the Credit Agreement shall not exceed the aggregate Revolving Credit Commitments (as defined in the Credit Agreement).

6. Default

(a) Each of the following events shall constitute an "Event of Default" hereunder:

(i) Any failure on the part of Borrower to make any payment of the principal due under this Note when due, whether by acceleration or otherwise; or

(ii) Any failure on the part of Borrower to make any payment of interest, fees or other amounts payable hereunder and such failure shall continue unremedied for a period of five (5) Business Days; or

(iii) (A) Any representation or warranty contained in this Note, made to Lender by Borrower shall be untrue or incorrect in any material respect, as of the date when made or deemed made, or (B) Borrower defaults in the performance or observance of any of its other covenants or agreements herein, and the same remains unremedied for a period ending on the first to occur of five (5) days after Borrower shall receive written notice of any such failure from Lender or ten (10) days after Borrower shall become aware thereof; or

(iv) (A) Holdings or Borrower shall commence any proceeding or other action relating to it in bankruptcy or seek reorganization, arrangement, readjustment of its debts, receivership, dissolution, liquidation, winding-up, composition or any other relief under Title 11, United States Code, as amended from time to time, and any successor statute thereto, or under any other insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law, of any jurisdiction, domestic or foreign, now or hereafter existing; or (B) Holdings

or Borrower shall admit the material allegations of any petition or pleading in connection with any such proceeding; or (C) Holdings or Borrower applies for, or consents or acquiesces to, the appointment of a receiver, conservator, trustee or similar officer for it or for all or a substantial part of its property; or (D) Holdings or Borrower makes a general assignment for the benefit of creditors; or

(v) (A) Commencement of any proceedings or the taking of any other action against Holdings or Borrower in bankruptcy or seeking reorganization, arrangement, readjustment of its debts, liquidation, dissolution, arrangement, composition, readjustment of debt or any other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing and the continuance of any of such events for sixty (60) consecutive days undismissed, unbonded or undischarged; or (B) the appointment of a receiver, conservator, trustee or similar officer for Holdings or Borrower or for all or substantially all of its property and the continuance of any of such events for sixty (60) consecutive days undismissed, unbonded or undisclosed; or (C) the issuance of a warrant of attachment, execution or similar process against any of the material assets of Holdings or Borrower and the continuance of such event for sixty (60) consecutive days undismissed, unbonded and undischarged.

(b) If an Event of Default occurs and is continuing, Lender may by written notice to Borrower declare all outstanding principal amounts of and all accrued interest on and all other amounts payable under this Note to be due and payable immediately. Without limiting the foregoing, if an Event of Default occurs and is continuing, Lender shall have the benefit of any and all remedies available at law or in equity with respect to this Note, including, without limitation, the continuing accrual of interest not only on all outstanding principal amounts of this Note but on all accrued interest on this Note.

(c) No course of dealing or delay on the part of Lender in exercising any right hereunder shall operate as a waiver thereof or otherwise prejudice the right of Lender. No remedy conferred hereby shall be exclusive of any other remedy referred to herein or now or hereafter available at law, in equity, by statue or otherwise.

(d) Default Rate of Interest. If any amount of interest payable by Borrower is not paid when due (without regard to any applicable grace period), whether semi-annually or at any Maturity Date, by acceleration or otherwise, then such unpaid amount shall thereafter bear interest equal to the default rate (the "Default Rate") to the fullest extent permitted by applicable Laws. Past due interest shall be due and payable upon demand. Default Rate means a rate per annum equal to two percent (2%) in excess of the rate otherwise applicable hereunder.

7. Representations and Warranties

(a) Existence and Rights. Each of Holdings and Borrower is a corporation duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization (to the extent that each such concept exists in such jurisdiction); each of Holdings and Borrower has all necessary powers and adequate authority, rights and franchises to own its properties and to carry on its business as now conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the conduct of its business or the ownership of its properties makes such qualification necessary; each of Holdings and Borrower possesses or will possess, as the case may be, all necessary licenses or permissions necessary to conduct its business as now conducted or as such business may be conducted, as the case may be; and each of Holdings and Borrower has all requisite right, power and adequate authority to make and carry out the terms of this Note, to execute, deliver and issue this Note as herein provided.

(b) No Conflict. The execution, delivery and issuance of this Note will not result in a breach of or constitute a default under any agreement, indenture, loan, credit agreement, lease, undertaking or other instrument to which Holdings or Borrower is a party or by which it or any of its properties may be bound or affected.

(c) Credit Agreement. The representations and warranties set forth in Article 4 of the Credit Agreement are hereby incorporated as if each such representation and warranty (and all related definitions, but subject to the proviso to this sentence) were set forth herein, *mutatis mutandis*; *provided* that, for purposes of determining compliance under this Note with such covenants, each reference to "LGEC" in such Article of the Credit Agreement (and all related definitions) shall be deemed to refer to Borrower.

8. Covenants

Until such time as all of Borrower's obligations under this Note have been discharged and performed in full, each of Holdings and Borrower covenants, undertakes and agrees as follows:

(a) Conduct of Business. Each of Holdings and Borrower and each of its subsidiaries shall diligently conduct its business in a proper and efficient manner so as to preserve and protect its respective business, property, assets and undertaking.

(b) Register of Holders. Borrower shall, as part of the corporate records contained in its minute books, cause to be kept a register of Note holders (the "Holders") at the place where Borrower may from time to time keep its minute book as required by applicable law. The register shall contain all particulars concerning the Note and the Holders as are required by applicable law or this Note, including the name and last known address of each Holder, the principal amount outstanding hereunder and a record of all sales, transfers and assignments (whether absolute or for the purpose of giving security) of this Note, in whole or in part. The initial registered Holder shall be Lions Gate Capital Holdings LLC.

(c) Books of Account and Financial Information. Each of Holdings and Borrower shall keep proper books of account in accordance with generally accepted accounting principles, provided that Lender shall treat all such information as confidential and proprietary to Holdings and Borrower and shall not disclose such information to any person other than to its professional advisors or to an actual or potential assignee or purchaser of this Note on a need to know basis after obtaining such person's agreement to treat such information as confidential and proprietary to Holdings and Borrower, and each of Holdings and Borrower shall:

(i) furnish to Lender all information and statements relating to its business, subsidiaries and assets which Lender reasonably requests; and

(ii) permit Lender or its authorized agent at any time to have access to all premises occupied by Holdings or Borrower in order to examine the books of account, and other financial records and reports of Holdings or Borrower, and to have temporary custody of, make copies of and take extracts from such documents.

(d) Further Assurances. Borrower shall at all times do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts and assurances as Lender may reasonably require in order to better give effect to the provisions of this Note.

(e) Priority. Borrower covenants that Borrower's repayment and performance obligations hereunder shall be:

(i) senior in priority to all payments by obligations of Borrower arising from any present, past or future purchase, sale or ownership of Borrower's equity interests, and

(ii) senior or equal in priority to Borrower's obligations to Borrower's unsecured and unsubordinated trade creditors.

(f) Notice of Default. Borrower shall promptly notify Lender of the occurrence of any event which, with notice or lapse of time, would result in an Event of Default.

(g) Guarantees and Collateral. Holdings and its subsidiaries that are Guarantors (as defined in the Credit Agreement) shall (i) remain Guarantors under the Credit Agreement and (ii) continue to pledge and cause to be pledged all assets pledged pursuant to the Credit Agreement, in each case unless and until released thereunder. In the event that Holdings and its subsidiaries that are Guarantors cease to be Guarantors under the Credit Agreement, Lender shall have the right to cause Holdings and such subsidiaries to promptly take all actions necessary to become guarantors hereunder and provide Lender with security over such property or the assets of such Guarantor previously pledged under the Credit Agreement in favor of Lender on a basis that would provide a perfected lien on such terms and take such additional actions as Lender may deem reasonable and appropriate or advisable to create and fully perfect in favor of Lender a valid and enforceable security interest in such assets of such Guarantor.

(h) [Reserved].

(i) Affirmative Covenants. Holdings shall, and shall cause its subsidiaries to, observe and perform each of the covenants set forth in Article 6 of the Credit Agreement as if each such covenant (and all related definitions, but subject to the proviso to this sentence) were set forth herein, mutatis mutandis; *provided* that, for purposes of determining compliance under this Note with such covenants, each reference to "LGEC" in such Article of the Credit Agreement (and all related definitions) shall be deemed a reference to Holdings.

(j) Negative Covenants. Holdings shall, and shall cause its subsidiaries to, observe and perform each of the covenants set forth in Article 7 of the Credit Agreement as if each such covenant (and all related definitions, but subject to the proviso to this sentence) were set forth herein, mutatis mutandis; *provided* that, for purposes of determining compliance under this Note with such covenants, each reference to "LGEC" in such Article of the Credit Agreement (and all related definitions), except Section 7.4, shall be deemed a reference to Holdings.

(k) Events of Default. Holdings shall, and shall cause its subsidiaries to, not take, or fail to take, any action that would cause a Default or Event of Default in each case under and as defined in the Credit Agreement and Indentures.

9. Indemnification

(a) Indemnification. Borrower shall at all times defend and indemnify and hold Lender (which for the purposes of this paragraph shall include shareholders, officers, directors, employees, representatives and agents of Lender) and their successors and assigns (each, an "Indemnified Party") free and harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, settlements, judgments or recoveries resulting from any breach of any of the warranties, representations, agreements or covenants made by Borrower herein, and from any suit or proceeding of any kind or nature whatsoever against Lender arising from or connected with this Note and from any suit or proceeding that Lender reasonably may, in the good faith exercise of their respective business judgment, reasonably deem necessary or advisable to institute against any other person or company for any reason whatsoever to protect the rights of Lender hereunder, or any rights otherwise granted to Lender, including reasonable outside attorneys' fees and costs and expenses incurred by Lender, all of which shall be charged to and paid by Borrower; provided, however, that Borrower shall have no obligation under this Section 9(a) with respect to any such event resulting from an Indemnified Party's gross negligence or willful misconduct. The provisions of this Section 9(a) shall apply, without limitation, to claims brought by Lender against Borrower in enforcing the terms of this Note; provided, however, that with respect to any claim brought by Lender against Borrower that does not arise as a result of a third party claim against Lender, the provisions of this subsection shall apply only to such claims that result in a final resolution in favor of such claims.

(b) Special Loan Indemnity. Without limiting any other indemnification obligation contained herein, Borrower shall indemnify Lender against any claims, demands, liabilities, damages, losses, costs, charges, and expenses (including reasonable outside attorneys' fees) which Lender actually sustains or incurs directly as a consequence of (i) the occurrence of any Event of Default, or (ii) any loss or expense sustained or incurred by Lender from third parties in connection with maintaining this Note or any part thereof.

10. Jurisdiction

BORROWER IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN (OR IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN), AND ANY APPELLATE COURT FROM ANY THEREOF IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO, OR A BREACH OF, THIS NOTE. BORROWER AGREES THAT SUCH COURT MAY AWARD REASONABLE LEGAL FEES AND EXPENSES TO THE PREVAILING PARTY.

11. Waivers

(a) Borrower waives demand, presentment, protest, notice of protest, notice of dishonor, and all other notices or demands of any kind or nature with respect to this Note.

(b) Borrower agrees that a waiver of rights under this Note shall not be deemed to be made by Lender unless such waiver shall be in writing, duly signed by Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of Borrower in any other respect at any other time.

(c) Borrower agrees that in the event Lender demands or accepts partial payment of this Note, such demand or acceptance shall not be deemed to constitute a waiver of any right to demand the entire unpaid balance of this Note at any time in accordance with the terms of this Note.

12. Assignment

Neither Borrower nor Lender may assign or transfer this Note or any of its obligations under this Note in any manner whatsoever (including, without limitation, by the consolidation or merger of Borrower, if a corporation, with or into any corporation) without the prior written consent of the other party hereto.

13. Credit Agreement

To the extent the Credit Agreement as in effect on the date hereof is later amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified, the terms of this Note, including maturity, amortization, pricing and commitment fee, shall be amended by Borrower and Lender in consultation with one another to make corresponding changes as determined by Lender in its reasonable discretion to give effect to the economic impacts of such amendment or other modification. To the extent any notice or other communication is received by Lender in its capacity is borrower under the Credit Agreement (including with respect to any potential amendment, waiver or other modification thereto) that is material to the interests of Holdings, Borrower and their subsidiaries (as reasonably determined by LGEC in good faith), Lender will promptly notify Borrower of such notice or communication.

14. Hedges

Lender executed certain interest rate swaps to manage its exposure to floating interest rate fluctuations with respect to the debt issued under the Credit Agreement that were treated as tax hedging transactions within the meaning of Section 1221 of the Code. In connection with the issuance of the Note, Borrower and its subsidiaries will assume the rights, obligations, costs and benefits associated with and provided under the terms of any floating-to-fixed swap contracts entered into from time to time by Lender in relation to the Credit Agreement. Borrower intends to comply with certain tax rules to identify the assumed swap contracts as hedging transactions for U.S. federal income tax purposes with respect to the aggregate outstanding balance under this Note. Borrower and Lender agree to determine in good faith from time to time the balances associated with any such swap contracts.

15. Miscellaneous

(a) Borrower will pay or reimburse Lender for all reasonable out of pocket costs and expenses incurred to secure the proceeds necessary to fund this Note through maturity. Such costs and expenses include, but are not limited to, investment banking, advisory, agent, legal and accounting fees, including those incurred to secure the initial funding, as well as any necessary refinancing over the term of this Note.

(b) Borrower and its subsidiaries shall assume the unamortized debt issuance costs and any other costs associated with the Credit Agreement or other debt as determined by LGEC in good faith.

(c) This Note may be altered only by prior written agreement signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. This Note may not be modified by an oral agreement, even if supported by new consideration.

(d) This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

(e) All covenants, agreements and undertakings in this Note by and on behalf of any of the parties hereto shall bind and inure to the benefit of the respective permitted successors and assigns of the parties hereto whether so expressed or not.

(f) In the event that any provision of this Note is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be as if such invalid, illegal or unenforceable provision (or part thereof) had not been contained in this Note, but only to the extent it is invalid, illegal or unenforceable.

(g) All notices, consents, or other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses set forth below:

To Lender:

Lions Gate Capital Holdings LLC
2700 Colorado Avenue,
Santa Monica, CA 90404
Attention: Adrian Kuzycz
Email: [Intentionally Omitted]

To Borrower:

Lions Gate Television Inc.
2700 Colorado Avenue,
Santa Monica, CA 90404
Attention: Adrian Kuzycz
Email: [Intentionally Omitted]

Any address set forth herein may be changed by notice given as provided in this subsection. Notices or other communication made hereunder shall be deemed to have been given (i) if delivered personally, by overnight courier service, e-mail or by facsimile, on the date received, or (ii) if certified or registered U.S. mail, return receipt requested, with postage prepaid, not later than three (3) business days following the date of sending.

(h) Time is of the essence under this Note.

(i) Each of the parties hereto shall execute such further documents, not inconsistent herewith, as may be necessary to effectuate the terms and provisions hereof.

16. Assumption.

(a) Notwithstanding anything herein or otherwise to the contrary, the initial incurrence of Loans on the date hereof shall be deemed an assumption by Assuming Party (such Loans, the "Assumed Loans") and payments made by Assuming Party in

respect thereof shall be deemed made to Lender in its capacity as paying agent and, following the receipt of any such payments, Lender shall promptly in its capacity as paying agent apply an amount equal to such proceeds to repay Loans outstanding under the Credit Agreement.

(b) In the event that Lender pays down all or any portion of the indebtedness (principal and/or interest) outstanding under the Credit Agreement with proceeds derived from the operation of, from the sale of all or a portion of, or from the sale of all or a portion of the assets of, LGEC's Media Networks business (also referred to as LGEC's "Starz" business), and if but only to the extent that such repaid indebtedness was required by the terms of the Credit Agreement, or was otherwise mutually designated by Lender and Assuming Party, to include all or any portion of the Assumed Loans (any such portion of the Assumed Loans being referred to herein as the "Affected Assumed Loans"), then, in the absence of a contrary agreement between Lender and Assuming Party:

(i) Assuming Party shall make a request to borrow new Revolving Loans in an amount equal to the Affected Assumed Loans;

(ii) upon the issuance of such new Revolving Loans, the Assumed Loans shall be reduced by an amount equal to the Affected Assumed Loans; and

(iii) notwithstanding anything to the contrary contained herein, the interest rate applicable to such new Revolving Loans shall not exceed the interest rate that had been applicable to the Affected Assumed Loans.

[*Signature Page Follows*]

AGREED TO AND ACCEPTED BY:

Lions Gate Television Inc.
("Borrower" and "Assuming Party"):

/s/ Adrian Kuzycz
Signature

Adrian Kuzycz
Print Name

Executive Vice President and Secretary
Title

May 8, 2024
Date

Lions Gate Capital Holdings LLC
("Lender"):

/s/ Adrian Kuzycz
Signature

Adrian Kuzycz
Print Name

President and Secretary
Title

May 8, 2024
Date

Lionsgate Studios Corp.
("Holdings"):

/s/ James W. Barge
Signature

James W. Barge
Print Name

Chief Financial Officer
Title

May 8, 2024
Date

[Signature Page to Intercompany Note]

Appendix 1

[Intentionally omitted]

Appendix 2

[Intentionally omitted]

Exhibit 10.14

Execution Version

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT, dated as of May 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), among LGAC International LLC, a Delaware limited liability company ("Lionsgate"), and Lions Gate Capital Holdings 1, Inc., a Delaware corporation ("Starz") (Lionsgate and Starz may be individually referred to herein as a "Party" and together as the "Parties").

WHEREAS, the Parties have agreed to provide to each other a revolving credit facility pursuant to the terms of this Agreement, and the Parties are willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

1. Revolving Facility. The Parties agree to make loans (each such loan, a "Loan") from time to time to each other in United States dollars pursuant to this Agreement that together shall constitute a single bi-directional revolving credit facility (the "Intercompany Credit Facility").

   At any applicable time, the Party owing Loans to the other Party on a net basis after giving effect to any Loans incurred by such other Party pursuant to the Intercompany Credit Facility shall constitute the borrower (the "Borrower"), and the Party to which such Loans are owed on a net basis shall constitute the lender (the "Lender").

   At any applicable time, the net amount of Loans owing by the Borrower shall be referred to as the "Outstanding Principal Amount", and the Outstanding Principal Amount, together with accrued and unpaid interest thereon, shall be referred to as the "Borrower's Current Obligation".

   The Borrower's Current Obligation shall be due and payable in full in cash upon the Termination Date.

2. Borrowing Limit. On any business day, the Outstanding Principal Amount owing from one Party to the other Party may not exceed $150,000,000 on a net basis (the "Borrowing Limit"). As mutually agreed upon by the Parties, each Party may borrow, prepay, and then reborrow amounts pursuant to the Intercompany Credit Facility, subject at all times to the Borrowing Limit.

3. Termination of Facility. Either Party may terminate this Agreement and the Intercompany Credit Facility at any time by notice to the other Party. The effective termination date shall be the earlier of (a) five business days after the date of notice of termination or (b) the closing date of the formal full separation of the STARZ Business and the Studio Business of Lions Gate Entertainment Corp. ("LGEC") (such date, the "Termination Date").

Upon the Termination Date, the Borrower at such time shall promptly (and in no event in more than (30) business days) repay the full amount of the Borrower's Current Obligation.

For purposes hereof, (x) '<u>STARZ Business</u>" means substantially all of the assets and liabilities constituting LGEC's "Media Networks" segment, and (y) "<u>Studio Business</u>" means substantially all of the assets and liabilities constituting LGEC's "Motion Picture" and "Television Production" segments and a substantial portion of LGEC's corporate general and administrative functions.

4. <u>Interest</u>. The Loans under the Intercompany Credit Facility shall bear interest on the outstanding principal amount thereof during each Interest Period at a rate per annum equal to the Adjusted Term SOFR for such Interest Period plus a margin of 1.75%. Interest shall be payable in cash by the Borrower at the end of each Interest Period.

"<u>Adjusted Term SOFR</u>" means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Reference Rate for such Interest Period, plus (b) 0.10%; <u>provided</u> that if the Adjusted Term SOFR as so determined would be less than zero, such rate shall be deemed to be equal to zero for purposes of this Agreement.

"<u>Interest Period</u>" means, as to each Loan of the Borrower, a period commencing on the borrowing date of such Loan and ending at the earlier of (i) the date that the Borrower at the commencement of the Interest Period is no longer the Borrower and (ii) one month from the commencement of the Interest Period.

Each successive Interest Period shall commence immediately following the end of the previous Interest Period and shall end at the earlier of (i) the date that the Borrower at the commencement of such Interest Period is no longer the Borrower and (ii) one month from the commencement of such Interest Period; <u>provided</u> that any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, and any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period.

"<u>Term SOFR Reference Rate</u>" means with respect to any Loan, the rate per annum published by the CME Term SOFR Administrator as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on the beginning of any Interest Period, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator, then, so long as such day is otherwise a Business Day, the Term SOFR Reference Rate for such date will be the Term SOFR Reference Rate as published in respect of the first preceding Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) Business Days prior to such determinate date.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate ("SOFR") (or a successor administrator).

"Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

5. Application of Payments. Where, at any particular time, the Borrower makes a payment to the Lender in connection with the Intercompany Credit Facility, such payment shall first reduce the amount of any accrued and unpaid interest owing by the Borrower to the Lender and secondly reduce the amount of the Outstanding Principal Amount. In the event that such payment exceeds the Borrower's Current Obligation at such time, the excess amount shall constitute a Loan made under the Intercompany Credit Facility such that the recipient of such payment becomes the Borrower from the effective time of such payment in respect of such excess amount.

6. Computations. All computations of interest shall be made on the basis of a360-day year and actual days elapsed. Interest shall accrue on Loans outstanding under the Intercompany Credit Facility for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan is paid. Each determination by the Parties of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

7. Evidence of Intercompany Credit Facility. The payments made by each Party to the other Party pursuant to the Intercompany Credit Facility shall be evidenced by one or more accounts or records maintained by each Party in the ordinary course of business. The accounts or records maintained by the Parties shall be conclusive absent manifest error of the amount of the advances made by the Parties to each other pursuant to the Intercompany Credit Facility and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Parties hereunder to pay any amount owing with respect to the Intercompany Credit Facility.

8. Remedies. If either Party fails to make any payment hereunder when due, the Parties may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of, or interest on, the Intercompany Credit Facility or to enforce the performance of any provision of this Agreement.

9. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that the Parties may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the other Party.

10. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto.

11. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[*Remainder of Page Intentionally Left Blank*]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed as of the date first above written.

LGAC INTERNATIONAL LLC

By: /s/ James W. Barge
Name: James W. Barge
Title: CFO & Treasurer

LIONS GATE CAPITAL HOLDINGS 1, INC.

By: /s/ Adrian Kuzycz
Name: Adrian Kuzycz
Title: President and Secretary

Exhibit 10.38

LIONSGATE

As of August 1, 2023

Mr. James Barge
Via E-Mail Delivery

RE: Employment Agreement

Dear Mr. Barge:

On behalf of Lions Gate Entertainment Corp. (the “Company” or “Lions Gate”), this agreement (“Agreement”) shall confirm the terms of your employment by the Company. We refer to you herein as “Employee.” The terms of Employee’s employment are as follows:

1. TERM

(a) The term of this Agreement will begin August 1, 2023 and end July 31, 2026, subject to earlier termination as provided for in Section 8 below (the “Term”). Until August 1, 2023, the employment agreement dated November 19, 2019 between the Company and Employee (the “Prior Agreement”) governed the terms and conditions of Employee’s employment. During the Term of this Agreement, Employee will serve as the Company’s Chief Financial Officer, reporting to the Company’s Chief Executive Officer (the “CEO”), currently Jon Feltheimer, or the Company’s designee. Employee shall render such services as are customarily rendered by persons in Employee’s capacity in the entertainment industry and as may be reasonably requested by the Company.

(b) So long as Employee’s employment shall continue in effect, Employee shall devote Employee’s full business time, energy and ability exclusively to the business, affairs and interests of the Company and matters related thereto, shall use Employee’s best efforts and abilities to promote the Company’s interests, and shall perform the services contemplated by this Agreement in accordance with policies established by the Company. As long as Employee’s meaningful business time is devoted to the Company, Employee may devote a reasonable amount of time to management of personal investments and charitable, political and civic activities, so long as these activities do not conflict with the Company’s interests or otherwise interfere with Employee’s performance under this Agreement.

(c) Subject to travel required by Employee’s position and consistent with the reasonable business of the Company, Employee will be based in the Los Angeles, California area.

(d) Effective as of the first day after the Term concludes and provided that: (i) Employee is not in uncured material breach hereof; and, (ii) Employee's employment with the Company has not previously terminated pursuant to Sections 8(a)(ii)-8(a)(vi) below, Employee and the Company will enter into a consulting services agreement ("Consulting Services Agreement") in substantially the form attached hereto as Exhibit A, which shall be in full force and effect as of the first day after the conclusion of the Term. For the sake of clarity, if Employee's employment with the Company is terminated pursuant to Sections 8(a)(ii)-8(a)(vi) at or prior to the conclusion of the Term, the Consulting Services Agreement shall be of no effect. In the event that the Company and Employee mutually agree during the Term that Employee shall not enter into the Consulting Services Agreement, the parties shall confirm that mutual agreement in writing and neither party shall have any duties or obligations under the Consulting Services Agreement.

2. COMPENSATION

(a) Salary. During the Term, Employee will be paid the base salary at the annual rate of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) ("Base Salary"), subject to legally required and authorized deductions and withholdings, payable in accordance with the Company's normal payroll practices in effect.

(b) Payroll. Nothing in this Agreement shall limit the Company's right to modify its payroll practices, as it deems necessary.

(c) Bonuses. During the Term, Employee shall be eligible to receive annual performance bonuses with an annual target opportunity of two hundred forty percent (240%) of Employee's base salary at the full discretion of the Compensation Committee (the "CCLG") of the Board of Directors (the "Board") of Lions Gate (in consultation with the Company's CEO). Any bonus is not earned or owed until the date it is actually paid. For this reason, to be eligible to receive an annual performance bonus, Employee must be employed with the Company on the date the bonus is paid. Notwithstanding the foregoing, in the event that Employee's employment with the Company does not continue beyond the Term or Employee's employment is terminated pursuant to Sections 8(a)(ii), 8(a)(iii), 8(a)(v) or 8(a)(vi) of the Agreement, Employee shall remain eligible to receive a prorated bonus based upon the number of days Employee worked for the Company during the fiscal year in which the termination occurs, provided Employee timely executes (and does not revoke if applicable) a general release of claims as set forth in Section 8(a)(v). Any such bonus will be paid as soon as practicable after the end of the applicable fiscal year and in all events within the "short-term deferral" period provided under Treasury Regulation Section 1.409A-1(a)(4) and at the same time as bonuses are regularly paid to similarly-situated employees.

(d) Tax Withholding. Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation, and any deductions as permitted by law and authorized by Employee.

3. BENEFITS

(a) Employee will be eligible to participate in all benefit plans to the same extent as other similarly situated employees of the Company (including the Company's Chief Operating Officer and division heads) and in all events subject to the terms of such plans as in effect from time to time. For the sake of clarity, such plans do not include compensation and/or any bonus plans.

(b) During the Term, the Company shall pay for the services of an assistant to the extent available in keeping with the Company's policy and practice for the Company's policy and practice for the Company's Chief Operating Officer and division heads.

4. VACATION AND EXPENSES

(a) Employee shall be entitled to take paid time off without a reduction in salary subject to: (i) the approval of Employee's supervisor; and (ii) the demands and requirements of Employee's duties and responsibilities under this Agreement. Employee shall accrue no paid vacation.

(b) Employee will be eligible to be reimbursed for any necessary and reasonable business expenses in accordance with the Company's current Travel and Expense policy.

(c) In addition, to the extent the following are within the Company's policy and practice then in effect for similarly situated employees (including the Company's Chief Operating Officer and division heads), Employee shall be entitled to (i) business class travel in accordance with the Company's Travel and Expense policy; (ii) all customary "perqs" of division heads and the Chief Operating Officer of the Company; (iii) a cellular phone, which may be expensed; (iv) a reserved parking space; and, (v) reimbursement for all expenses reasonably incurred in connection with Employee's employment.

(d) The Company reserves the right to modify, suspend or discontinue any and all of the above referenced benefits, plans, practices, policies and programs (including those in Section 3) at any time (whether before or after termination of employment) without notice to or recourse by Employee so long as action is taken in general with respect to other similarly situated persons (including the Company's Chief Operating Officer and division heads) and does not single out Employee.

5. STOCK

(a) Annual Equity Awards. The Company shall request that, at the first meeting of the CCLG of Lions Gate to be held following each of July 1, 2024, July 1, 2025 and July 1, 2026 (the date of each such meeting, an "Annual Award Date") and subject to Employee's continued employment with the Company through the applicable Annual Award Date, the CCLG grant Employee an annual equity award (each, an "Annual Equity Award," and collectively, the "Annual Equity Awards") equivalent in total value to Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00), to be allocated as follows:

(i) An award of Lions Gate restricted share units, such award to have a value as determined under Section 5(b) equal to One Million Two Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($1,237,500.00) (the "Annual Time-Based RSU Award");

(ii) A non-qualified stock option to purchase Lions Gate's Class Bnon-voting common shares ("Class B Shares"), such option to have a value as determined under Section 5(b) equal One Million Two Hundred Seventy-Five Thousand and 00/100 Dollars ($1,275,000.00) (the "Annual Time-Based Option"); and,

(iii) An additional award of Lions Gate performance-based restricted share units, such award to have a value for performance at target as determined under Section 5(b) equal to One Million Two Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($1,237,500.00) (the "Annual Performance-Based RSU Award").

(b) Determination of Annual Equity Awards. Unless otherwise provided by the CCLG in its sole discretion in approving the particular grant, the number of Class B Shares subject to such Annual Equity Awards shall be determined as follows:

(i) the number of Class B Shares subject to each Annual Time-Based RSU Award and Annual Performance-Based RSU Award shall be determined by dividing the applicable dollar amount for such award set forth above by the closing price (in regular trading) of a share of Lions Gate Class B Shares on the New York Stock Exchange on the Annual Award Date (the "Annual Closing Price"); and,

(ii) the number of Class B Shares subject to each Annual Time-Based Option shall be determined by dividing the applicable dollar amount for such award set forth above by the per-share fair value of the option on the Annual Award Date (suchper-share value to be based upon the Black – Scholes or similar valuation method and assumptions then generally used by Lions Gate in valuing its options for financial statement purposes). The exercise price per share for the Annual Time-Based Option shall be the Annual Closing Price.

(c) Vesting of Annual Equity Awards. Unless otherwise provided by the CCLG in approving the particular equity award and subject to Section 5(e) below, such Annual Equity Awards shall vest (or be eligible to vest) as follows:

(i) each Annual Time-Based RSU Award and Annual Time-Based Option shall vest as toone-third of the shares subject to the applicable award on each of the first, second and third anniversaries of the applicable Annual Award Date. Each RSU subject to an Annual Time-Based RSU Award shall be payable upon vesting of the RSU, as determined by the CCLG in its sole discretion, in the form of either Class B Shares, Class A Shares, cash or any combination of the foregoing, with such payment in any case to have an aggregate value (for each RSU so vested) equal to the fair market value (as determined under the Plan) of a Class B Share on the vesting date. Each Annual Time-Based Option may be exercised only if and to the extent vested; and,

(ii) each Annual Performance-Based RSU Award shall be eligible to vest as toone-third of the shares subject to the applicable award on each of the first, second and third anniversaries of the applicable Annual Award Date (each, an "Annual Performance Vesting Date"). The vesting of the Annual Performance-Based RSU Award on each respective Annual Performance Vesting Date shall be based upon Company, divisional and individual performance during the prior fiscal year as determined by the CCLG, in consultation with the Company's CEO, currently Jon Feltheimer, or the Company's designee(s), on each respective Annual Performance Vesting Date based in part on metrics established annually by the CCLG, in consultation with Lions Gate's CEO, currently Jon Feltheimer, or the Company's designee. Determination of the vesting of the Annual Performance-Based RSU Award on each respective Annual Performance Vesting Date, if any, shall be made by the CCLG in consultation with Lions Gate's CEO, currently Jon Feltheimer, or the Company's designee. Each RSU subject to an Annual Performance-Based RSU Award shall be payable upon vesting of the RSU, as determined by the CCLG in its sole discretion, in the form of either Class B Shares, Class A Shares, cash or any combination of the foregoing, with such payment in any case to have an aggregate value (for each RSU so vested) equal to the fair market value (as determined under the Plan, as defined herein) of a Class B Share on the vesting date. Any portion of any such award that is eligible to vest on a particular Annual Performance Vesting Date and does not vest on that date shall expire on that date with no possibility of further vesting. Notwithstanding the foregoing, the CCLG may, in its sole discretion, provide that any portion of an Annual Performance-Based RSU Award eligible to vest on any such Annual Performance Vesting Date that does not vest on that date may vest on any future Annual Performance Vesting Date (but in no event shall any such award vest as to more than 100% of the shares subject to such award).

(d) Terms of Awards in General. Each of the Annual Equity Awards, if granted, set forth above shall be granted in accordance with the terms and conditions of the Lions Gate 2023 Performance Incentive Plan or a successor plan thereto (the "Plan"). Each of the Annual Equity Awards, if granted, shall be evidenced by and subject to the terms of an award agreement in the form generally then used by Lions Gate to evidence grants of the applicable type of award under the Plan.

(e) Continuance of Employment. Subject to Section 5(f) below and Section 2.2 of the Consulting Services Agreement, the vesting schedule in Section 5(c) above require Employee's continued employment (and pursuant to the terms of the Consulting Services Agreement, consultation) with the Company through each applicable vesting date as a condition to the vesting of the applicable installment of the equity awards and the rights and benefits thereto. Except as expressly provided herein, Employee's then-unvested awards will terminate on any termination of Employee's employment with the Company, however caused, and Employee will have no further rights with respect thereto.

(f) Acceleration of Equity Awards.

(i) In the event that Employee's employment terminates due to Employee's death pursuant to Section 8(a)(ii) or disability pursuant to Section 8(a)(iii), the portions of the Annual Equity Awards (if any) that are then granted, outstanding and not yet vested, and scheduled to vest within the period of twenty-four (24) months following the date of such termination of Employee's employment, shall accelerate and become fully vested (subject to Employee's satisfying the requirement to provide a general release of claims in accordance with Section 8(a)(v) in the event of a termination pursuant to Section 8(a)(iii)). Any portion of each such award that is not vested, after giving effect to such acceleration provision, shall terminate on Employee's termination date).

(ii) In the event that during the Term of this Agreement: (A) Employee's employment terminates due to a termination "without cause" (and other than a termination described in paragraph (iii) of this Section 5(f)) pursuant to Section 8(a)(v); (B) the employment of both Jon Feltheimer and Michael Burns with the Company terminates (the second such termination to occur, a "Change in Management") and on or within twelve (12) months following such Change in Management, Employee's employment is terminated by Employee for "Good Reason" (as defined in Section 8(a)(vi) below); or (C) a Change of Control (as defined herein) occurs during the Term of this Agreement and on or within twelve (12) months following such Change of Control, Employee's employment is terminated by Employee for "Good Reason," in each case subject to Employee's satisfying the requirement to provide a general release of claims in accordance with Section 8(a)(v): (x) the portions of Annual Equity Awards (if any), that are then granted, outstanding and not yet vested, and scheduled to vest within the period of twelve (12) months following the date of such termination of Employee's employment, shall accelerate and become fully vested as of the termination date; and (y) fifty percent (50%) of the portions of the Annual Equity Awards (if any) that are then granted, outstanding and not yet vested, and are scheduled to vest within the period commencing twelve (12) months following such termination of employment and ending twenty-four (24) months following such termination of employment, shall accelerate and become fully vested as of the termination date (subject to Employee's satisfying the requirement to provide a general release of claims in accordance with Section 8(a)(v)). Any portion of each such award that is not vested after giving effect to such acceleration provision shall terminate on Employee's termination date.

(iii) In the event that a Change of Control (as defined herein) occurs during the Term of this Agreementand on or within twelve (12) months following such Change of Control, Employee's employment is terminated by the Company "without cause" (as such term is defined in Section 8 below), the following provisions shall apply:

(A) the portions of the Annual Equity Awards (if any), that have been granted prior to Employee's termination date and are then outstanding and not yet vested, shall immediately accelerate and become fully vested (subject to Employee's satisfying the requirement to provide a general release of claims in accordance with Section 8(a)(v)); and,

(B) with respect to the portions of each Annual Equity Award(s) (if any) that: (I) are contemplated by Section 5(a) above; and (II) have not been granted and are scheduled to be granted pursuant to Section 5(a) above after the date of Employee's termination (each, an "Ungranted Annual Equity Award"), Employee shall be entitled to a lump sum payment (subject to Employee's provision of a general release of claims in accordance with Section 8(a)(v)), in an amount equal to fifty percent (50%) of the aggregate dollar value of all such Ungranted Annual Equity Awards set forth in Section 5(a) above, to be made not later than sixty (60) days after Employee's termination date (provided, that if such 60-day period spans two calendar years, such payment will be made in the second year), in an amount equal to fifty percent (50%) of the aggregate dollar value of all such Ungranted Annual Equity Awards as set forth in Section 5(a) above. Such payment shall be made in cash, provided that the Company may, at its election, provide for Lions Gate to make such payment in the form of a number of Class B Shares determined by dividing the dollar amount of such payment by the closing price (in regular trading) of the Class B Shares on the payment date.

(iv) For any other equity-based awards granted during the Term at any time after the date of this Agreement (unless otherwise expressly provided by the CCLG at the time it approves the applicable grant), the provisions for accelerated vesting of equity awards in this Section 5(f) (other than the cash payment provided in Section 5(f)(iii)(B)) shall apply to such awards.

(g) Definition of Change of Control. For the purposes of this Agreement, "Change of Control" shall mean:

(i) if any person, other than (A) any person who holds or controls entities that, in the aggregate (including the holdings of such person), hold or control thirty-three percent (33%) or more of the outstanding shares of Lions Gate on the date of execution of this Agreement by each party hereto (collectively, a "Thirty-Three Percent Holder") or (B) a trustee or other fiduciary holding securities of Lions Gate under an employee benefit plan of Lions Gate, becomes the beneficial owner, directly or indirectly, of securities of Lions Gate representing thirty-three percent (33%) or more of the outstanding shares as a result of one or more related transactions in the context of a merger, consolidation, sale or other disposition of equity interests or assets of Lions Gate, excluding any transactions or series of transactions involving a sale or other disposition of securities of Lions Gate by a Thirty-Three Percent Holder;

(ii) if, as a result of one or more related transactions in the context of a merger, consolidation, sale or other disposition of equity interests or assets of Lions Gate, there is a sale or disposition of thirty-three percent (33%) or more of Lions Gate's assets (or consummation of any transaction, or series of related transactions, having similar effect), other than in the context of a spin-off, split-off, issuance of a tracking stock or other related transaction;

(iii) if, as a result of one or more related transactions in the context of a merger, consolidation, sale or other disposition of equity interests or assets of Lions Gate, there occurs a change or series of changes in the composition of the Board as a result of which half or less than half of the directors are incumbent directors (with "incumbent director" to mean any individual: (x) who serves on the Board as of the Effective Date; or, (y) who becomes a director after the Effective Date and whose election (or nomination for election by Lions Gate's shareholders) was approved by a vote of at least two-thirds of the incumbent directors then serving on the Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his or her predecessor twice, and excluding any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board;

(iv) if, as a result of one or more related transactions in the context of a merger, consolidation, sale or other disposition of equity interests or assets of Lions Gate (excluding any sale or other disposition of securities of Lions Gate by a Thirty-Three Percent Holder in a single transaction or a series of transactions), a shareholder or group of shareholders acting in concert, other than a Thirty-Three Percent Holder in a single transaction or a series of transactions, obtain control of thirty-three percent (33%) or more of the outstanding shares of Lions Gate;

(v) if, as a result of one or more related transactions in the context of a merger, consolidation, sale or other disposition of equity interests or assets of Lions Gate, a shareholder or group of shareholders acting in concert obtain control of at least half of the Board, excluding any transactions or series of transactions involving a sale or other disposition of securities of Lions Gate by a Thirty-Three Percent Holder;

(vi) if there is a dissolution or liquidation of Lions Gate; or

(vii) if there is any transaction or series of related transactions that has the substantial effect of any one or more of the foregoing, excluding any transaction or series of transactions involving a Thirty-Three Percent Holder.

(h) Compensation Committee Discretion. Notwithstanding the foregoing provisions of this Section 5, the CCLG shall have the discretion to determine at the time of grant of each Annual Equity Award the percentage of the total value of the Annual Equity Award that will be allocated to either restricted share units or to stock options, including flexibility to determine that the entire Annual Equity Award will be in the form of restricted share units, share appreciation rights, or stock options. The Company shall also have discretion to determine whether each such award will be subject only to time-based vesting requirements or will be subject to performance-based vesting requirements in addition to time-based vesting.

6. EMPLOYEE HANDBOOK

Employee agrees that the Lions Gate Employee Handbook and applicable state supplement (collectively, the "Handbook") outlines other policies in addition to the terms set forth in this Agreement, which will apply to Employee's employment with the Company, and Employee acknowledges receipt of the Handbook. Employee further acknowledges and agrees that it is Employee's obligation to read, understand and adhere to the rules and policies set forth in the Handbook. However, the Company retains the right to revise, modify or delete any such policy or any employee benefit plan it deems appropriate and in its sole discretion. Please be advised that Employee shall also be obligated to abide by the policies on the Company's intranet site as not all Company policies are included in the Handbook.

7. PUBLIC MORALS

Employee shall act at all times with due regard to public morals, conventions and Company policies. If at any time, in the opinion of the Company, Employee shall have committed or does commit any act, or if Employee shall have conducted or does conduct Employee's behavior in a manner, which shall be an offense involving moral turpitude under federal, state or local laws, or which might tend to bring Employee to public disrepute, contempt, scandal or ridicule, or which is widely deemed by members of the general public to embarrass, offend, insult, or denigrate individuals or groups, or which might tend to reflect unfavorably upon the Company, its image, or goodwill, the Company shall have the right to terminate this Agreement upon notice to Employee given at any time following the date on which the commission of such act, or such conduct, shall have become known to the Company pursuant to Section 8(a)(iv)(E) of this Agreement. For clarity and by way of example, the Company shall have the right to terminate Employee's employment

under this Section in situations including, without limitation, Employee engaging in: harassing conduct, including without limitation sexual harassment, to any individual or group; discriminatory conduct toward any individual or group; dishonesty (such as fraud); base, vile, or depraved conduct that is shocking to a reasonable person; assault, including without limitation sexual assault, physical assault, and rape; sexual misconduct; arson; burglary; abuse, including without limitation child or domestic abuse; hit and run; theft or robbery; manslaughter, murder, or attempted murder; perjury; possession for sale of controlled substances.

8. TERMINATION

(a) This Agreement and the Term shall terminate upon the happening of any one or more of the following events:

(i) The mutual written agreement between the Company and Employee;

(ii) The death of Employee;

(iii) Employee having become so physically or mentally disabled as to be incapable, even with a reasonable accommodation, of satisfactorily performing Employee's essential job functions hereunder for a period of ninety (90) days or more within a one hundred twenty (120) day period, provided that Employee has not cured disability within fifteen (15) days of written notice, and such termination is legally permissible at such time;

(iv) Termination by the Company of Employee's employment for "cause." As used herein, "cause" is defined as the occurrence of any of the following:

(A) Employee's conviction of a felony or plea of nolo contendere to a felony that has a direct and adverse relationship with Employee's specific job duties (which Employee agrees, given the nature of Employee's job position, is any felony conviction or plea of nolo contendere for any crime other than a traffic violation);

(B) commission, by act or omission, of any material act of dishonesty in the performance of Employee's duties hereunder;

(C) material breach of this Agreement by Employee;

(D) material breach of any of the Company's policies; or

(E) any offense: (i) involving moral turpitude under federal, state or local laws, or which brings Employee to public disrepute, contempt, scandal or ridicule; and, (ii) which has a substantial adverse effect on the business or reputation of the Company, including but not limited to, termination pursuant to Section 7.

Prior to terminating Employee's employment for "cause," the Company shall provide Employee with written notice of the grounds for the proposed termination. If the grounds for termination are capable of cure, the Employee shall have fifteen (15) days after receiving such notice in which to cure such grounds to the extent such cure is possible. If cure is not possible or Employee has failed to cure, Employee's employment shall terminate upon the fifteenth (15th) day following notice of termination.

(v) Termination by the Company of Employee's employment "without cause." Termination "without cause" shall be defined as Employee being terminated by the Company for any reason other than as set forth in Sections 8(a)(i)-(iv) above. In the event of a termination "without cause" (other than in the circumstances described in Section 8(a)(vi) below), and subject to Employee's timely execution and delivery to the Company of a general release of claims in a form provided to Employee by the Company (and subject to Employee not revoking such release within any revocation period provided under applicable law), Employee shall be entitled to receive a severance payment equal to the greater of: (A) fifty percent (50%) of the aggregate amount of the base salary that Employee would have been entitled to receive pursuant to Section 2(a) hereof for the period commencing on the date of such termination and ending of the last day of the scheduled Term then in effect had Employee continued to be employed with the Company through the last day of the scheduled Term; or (B) a cash amount equivalent to eighteen (18) months of Employee's base salary at the rate then in effect. Subject to the release provision set forth above, such payment shall be made in a lump sum as soon as practicable after (and in all events within sixty (60) days after) the date of Employee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)) with the Company; provided, however, that if the 60-day period following Employee's separation from service spans two calendar years, such lump sum payment shall be made within such 60-day period but in the second of the two calendar years. The Company shall provide the final form of release agreement to Employee not later than seven (7) days following the termination date. The Company's payment of the amounts referred to in this Section 8(a)(v) and Section 8(a)(vii), in addition to the Company's payment of the accrued obligations described in Section 8(b) below, shall relieve the Company of any and all obligations to Employee.

(vi) The foregoing notwithstanding, if Employee's employment with the Company terminates without cause as defined in Section 8(a)(v) or for "Good Reason" as defined below, on or within twelve (12) months following a Change of Control (as defined in Section 5(g)) or a Change in Management (as defined in Section 5(f)), then in lieu of the severance provided in Section 8(a)(v) above, Employee shall be entitled to receive a severance payment equal to the greater of: (A) one hundred percent (100%) of the aggregate amount of the base salary that Employee would have been entitled to receive pursuant to Section 2(a) hereof the period commencing on the date of such termination and ending on the last day of the scheduled Term then in effect had Employee continued to be employed with the Company through the last day of the scheduled Term; or (B) a cash amount equivalent to eighteen (18) months of Employee's base salary at the rate then in effect; provided, however, that Employee's right to receive such payment shall be subject to satisfaction of the requirement to provide a general release of claims in accordance with Section 8(a)(v) above. Such payment shall be made in cash in a lump sum as soon as practicable after (and in all events within sixty (60) days after) the date of Employee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)) with the Company; provided, however, that if the60-day period following Employee's separation from service spans two calendar years, such lump sum payment shall be made within such 60-day period but in the second of the two calendar years. The Company shall provide the final form of release agreement to Employee not later than seven (7) days following the termination date. The Company's payment of the amounts referred to in this Section 8(a)(vi) and Section 8(a)(vii), in addition to the Company's payment of the accrued obligations described in Section 8(b) below, shall relieve the Company of any and all obligations to Employee. For avoidance of doubt, in no case will Employee receive the benefits under both Section 8(a)(v) and Section 8(a)(vi).

For purposes of this Agreement, "Good Reason" shall mean (without Employee's consent) any: (w) material diminution by the Company in Employee's duties, responsibilities and authority as measured against Employee's responsibilities prior to the Change of Control or Change in Management, as applicable; (x) any change in the position to which Employee reports which results in Employee reporting to individuals with a materially lower level of authority than the individuals to whom Employee reports as of the date hereof; (y) a requirement that Employee be based in a location that is located twenty-five (25) miles or more outside of the greater Los Angeles, California area (other than as contemplated by Section 1(c) above); or, (z) a material breach of the Agreement by the Company; provided, however, that any such condition shall not constitute "Good Reason" unless both (x) Employee provides written notice to the Company of the condition claimed to constitute Good Reason within ninety (90) days of the initial existence of such condition; and, (y) the Company fails to remedy such condition within thirty (30) days of receiving such written notice thereof; and provided, further, that in all events the termination of Employee's employment with the Company shall not be treated as a

termination for "Good Reason" unless such termination occurs not more than one (1) year following the initial existence of the condition claimed to constitute "Good Reason." For these purposes, if the Company is purchased by another entity, it shall not be considered a material diminution in responsibility if Employee is made Chief Financial Officer at that other entity. However, it shall be considered a material diminution in responsibility if Employee is required to report to another employee performing a finance role in such other entity (Chief Financial Officer or otherwise) unless Employee consents.

(vii) In addition, if Employee becomes entitled to receive the severance benefits provided in either Section 8(a)(v) or 8(a)(vi) above, and subject to the release requirements set forth therein, Employee shall also be entitled to: (A) remaining eligible for any prorated bonus due under Section 2(c) for the fiscal year in which such termination of employment occurs based on the amount of such fiscal year worked by Employee (any such bonus to be paid at the time provided in Section 2(c) above and no such bonus to be payable for any fiscal year subsequent to the year of termination of employment); (B) any amounts due under Section 5(f); and, (C) if Employee opts to convert and continue Employee's health insurance after the termination date, as may be required or authorized by law under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended, the Company shall pay, on Employee's behalf, Employee's COBRA premiums until the earliest of: (i) the last day of the eighteen (18) month period after the separation date; (ii) the date that Employee and/or Employee's covered dependents become no longer eligible for COBRA, or (iii) the date Employee and/or Employee's covered dependents become eligible to receive group health plan coverage from a subsequent employer. Following the above COBRA continuation period, should Employee continue to elect COBRA continuation coverage, all COBRA costs shall be borne by Employee. Employee hereby agrees to promptly notify the Company when the Employee and/or Employee's covered dependents become eligible for group health plan coverage from another employer. The Company's payment of the amounts referred to herein, and in Sections 8(a)(v) or Section 8(a)(vi) (as applicable), in addition to the Company's payment of the accrued obligations described in Section 8(b) below, shall relieve the Company of any and all obligations to Employee.

(b) In the event that Employee is terminated, however caused: (A) the Company shall pay to Employee any base salary that had accrued but has not been paid as of the date of termination; (B) Employee shall be reimbursed for an approved, unreimbursed business expenses so long as appropriate receipts and/or documentation has been provided to Company; and (C) the Company shall pay to Employee any vested and nonforfeitable amounts due under the terms of a Company benefit plan in which Employee participated. Following Employee's termination, however caused, Sections 10, 12, 14 and 15 shall, notwithstanding anything else herein to the contrary, survive and continue to be binding upon the parties following such termination.

9. EXCLUSIVITY AND SERVICE

Employee agrees that during the term of Employee's employment with the Company, Employee will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will Employee engage in any other activities that conflict with Employee's obligations to the Company**.** Employee shall render such services as are customarily rendered by persons in Employee's capacity in the entertainment industry and as may be reasonably requested by the Company. Employee hereby agrees to comply with all reasonable requirements, directions and requests, and with all reasonable rules and regulations made by the Company in connection with the regular conduct of its business. Employee further agrees to render services during Employee's employment hereunder whenever, wherever and as often as the Company may reasonably require in a competent, conscientious and professional manner, and as instructed by the Company in all matters, including those involving artistic taste and judgment, but there shall be no obligation on the Company to cause or allow Employee to render any services, or to include all or any of Employee's work or services in any motion picture or other property or production.

10. INTELLECTUAL PROPERTY

(a) Employee agrees that the Company is and shall be the sole and exclusive owner throughout the universe in perpetuity of all of the results and proceeds of Employee's services, work and labor in connection with Employee's employment by the Company, during the Term and any other period of employment with the Company, free and clear of any claims, liens or encumbrances. Employee shall promptly and fully disclose to the Company, with all necessary detail for a complete understanding of the same, any and all work product, intellectual property, works of authorship, developments, clients and potential client lists, discoveries, inventions, improvements, conceptions, ideas, writings, processes, information, trademarks, logos, or other source identifiers, marketing plans, software, formulae, designs, schematics, discoveries, inventions, algorithms, contracts, methods, works, improvements on existing processes, and devices, whether or not reduced to practice, patentable or copyrightable, which are conceived, created, reduced to practice, made, acquired, or written by Employee, solely or jointly with another, while employed by the Company (whether or not at the request or upon the suggestion of the Company and whether or not during normal business hours) and which (a) are conceived, created or reduced to practice through any use of Company facilities, resources, supplies, information, trade secrets, or equipment; (b) relate to the work or services Employee performs or performed for the Company; or (c) relate to the Company's business or actual or demonstrably anticipated research and/or development (or that of the Company's parent, affiliates, or subsidiaries) (collectively, the "Work Product") as well as all copyrights, know-how, trade secrets, trademarks, domain names, source identifiers, patents, publication rights, and other intellectual property or proprietary rights in or covering any Work Product (whether or not registered or published), including all applications, registrations, renewals, extensions and goodwill, and including all rights to sue and recover for any past, present and future infringement or violation throughout the universe (collectively, together with the Work Product, the "Proprietary Rights").

(b) Works prepared by Employee within the scope of Employee's employment with the Company or any of its parent, affiliates, or subsidiaries are works made for hire pursuant to the United States Copyright Act. To the extent any of the rights, title and interest in the Proprietary Rights is not, or may not be, vested in the Company by operation of law under the United States Copyright Act, subject to Section 10(d) below, and to the maximum extent permitted by applicable law, Employee hereby assigns and transfers, and agrees to assign and transfer, to the Company (or as otherwise directed by the Company) Employee's all such rights, title and interest in the Proprietary Rights. In addition, Employee shall deliver to the Company any and all drawings, notes, specifications and data relating to the Proprietary Rights. Whenever requested to do so by the Company, Employee shall execute and deliver to the Company any and all applications, assignments and other instruments and do such other acts that the Company shall reasonably request to apply for and obtain patents and/or copyrights in any and all countries or to otherwise protect the Company's interest in the Proprietary Rights and/or to vest title thereto to the Company. In the event the Company is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to any Proprietary Rights, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by Employee. Employee further agrees not to charge the Company for time spent in complying with these obligations.

(c) To the extent Employee has any attribution, integrity, moral rights or the like in relation to any Proprietary Rights or any products, operation or business of the Company or its affiliate (collectively, the "Moral Rights"), Employee waives such Moral Rights. If Employee owns or controls any works or materials (collectively, the "Prior Materials") and if any Prior Material is incorporated into or used with any Proprietary Rights or any products, operation or business of the Company or its affiliate, or if any Proprietary Rights are not solely and exclusively owned by the Company, then the Company and its parent, affiliates and subsidiaries are hereby granted a nonexclusive, fully-paid up, royalty-free, perpetual, irrevocable, sublicensable (for multiple tiers) license throughout the universe under the Prior Materials, the Proprietary Rights and all intellectual property and proprietary rights therein, to internally and externally reproduce, prepare derivative works based upon, display, perform, distribute, use, make, sell, offer to sell, import, and exploit all works, products and services. The Company, its parent, affiliates and subsidiaries and its and their designees may create photographs and recordings of Employee in connection with any Proprietary Rights or any products, operation or business of the Company or any of its parent, affiliates and subsidiaries and may reproduce, use, modify, display, publish and distribute Employee's name, voice, signature, photographs, and likeness produced or provided in the course of Employee's employment with the Company as well as their derivative works and copies (collectively, the "Likenesses"), publicly and perpetually, in connection with any products, operation or business of the Company or any of its parent, affiliates and subsidiaries (including the use on or in products, merchandise or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services). Employee waives and agrees not to assert any rights and claims Employee may have, before or after the date hereof, in or with respect to any Proprietary Rights, any Prior Materials or any Likenesses.

(d) The provisions in Section 10 are applicable only to the maximum extent permitted by applicable law. Section 10 does not apply to an invention to the extent applicable to Employee and excluded by the applicable law. Employee acknowledges that California Labor Code Section 2870 provides that any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. Without limiting the foregoing, Employee agrees to abide by the provisions contained in the Handbook with respect to intellectual property.

11. ASSIGNMENT AND DELEGATION

Employee shall not assign any of Employee's rights or delegate any of Employee's duties granted under this Agreement. Any such assignment or delegation shall be deemed void *ab initio*. Employee hereby acknowledges and agrees that the Company may, in its sole discretion, assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, spin-off, split-off, consolidation, issuance of a tracking stock or other related transaction). This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and personal and legal representatives. Any such successor or assign of the Company shall be included in the term "Company" as used in this Agreement.

12. TRADE SECRETS

(a) Employee agrees that during and after Employee's employment with the Company, Employee will hold in the strictest confidence, and will not use (except for the benefit of the Company during Employee's employment) or disclose to any person, firm, or corporation (without written authorization of the CEO of Lions Gate) any Company Confidential Information. Employee understands that Employee's unauthorized use or disclosure of Company Confidential Information during Employee's employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. Employee understands that "Company Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company in connection with its business, including, but not limited to, information, observations and data obtained by Employee or to which Employee gained access while employed by the Company concerning (i) the business or affairs of the Company, (ii) products or services, (iii) revenues, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases,

(x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients (and customer or client lists), (xiii) customer preferences and contact information, (xiv) the personnel information of other employees (including, but not limited to, skills, performance, discipline, and compensation), (xv) other copyrightable works, (xvi) all production methods, processes, technology and trade secrets, and (xvii) all similar and related information in whatever form. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination. Employee further understands that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act (or failure to act) of Employee or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. Employee acknowledges that, as between the Company and Employee, all Confidential Information shall be the sole and exclusive property of the Company and its assigns.

(b) Employee agrees that Employee will not, during Employee's employment with the Company, improperly use or disclose any proprietary information (including, but not limited to, software, source and object code, developments, techniques, inventions, processes, technology, designs and drawings) or trade secrets of any former or concurrent employer or other person or entity and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party.

(d) Employee understands that nothing in this Agreement is intended to limit or restrict Employee's rights as an employee to (i) discuss the terms, wages, and working conditions of Employee's employment as protected by applicable labor laws; (ii) discuss or disclose information about unlawful conduct or acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful; (iii) testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment if Employee has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature; or (iv) make disclosures to a government agency or self-regulatory authority that are protected under the whistleblower provisions of state or federal law or regulation. The Company has further advised Employee of Employee's immunity from liability for disclosing the Company's trade secrets as specifically permitted by 18 U.S. Code Section 1833, which provides, in pertinent part, as follows:

"(b) Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing.

(1) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

13. CONFLICTING EMPLOYMENT

(a) Without limiting Section 9, Employee represents that Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Company under this Agreement or Employee's ability to become employed and perform the services for which Employee is being hired by the Company. Employee further agrees that if Employee has signed a confidentiality agreement or similar type of agreement with any former employer or other entity, Employee will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. Employee represents and warrants that after undertaking a careful search (including searches of Employee's computers, cell phones, electronic devices, and documents), Employee has returned all property and confidential information belonging to all prior employers.

14. ARBITRATION

Any and all non-time barred, legally actionable disputes, controversies or claims arising under or in connection with this Agreement, the inception or termination of the Employee's employment, or any alleged discrimination or tort claim related to such employment, including issues raised regarding the Agreement's enforcement, arbitrability, validity, interpretation or breach, default, or misrepresentation in connection with any of the provisions shall be settled exclusively by individual, final and binding arbitration pursuant to the Federal Arbitration Act ("FAA"), to be held in Los Angeles County, before a single arbitrator selected from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with the then-current JAMS Arbitration Rules and Procedures for employment disputes, as modified by the terms and conditions of this Section (which may be found at www.jamsadr.com under the Rules/Clauses tab), to the fullest extent permitted by applicable law. Employee will be provided a hard copy of the JAMS rules upon

request. The parties will select the arbitrator by mutual agreement or, if the parties cannot agree, then by striking from a list of qualified arbitrators supplied by JAMS from their labor and employment panel. Final resolution of any dispute through arbitration may include any remedy or relief that is provided for through any applicable state or federal statutes, or common law. Statutes of limitations shall be the same as would be applicable were the action to be brought in court. The arbitrator selected pursuant to this Agreement may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any award or relief granted by the arbitrator under this Agreement shall be final and binding on the parties to this Agreement and may be enforced by any court of competent jurisdiction. The Company will pay those arbitration costs that are unique to arbitration, including the arbitrator's fee (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. The arbitrator may not award attorneys' fees to a party that would not otherwise be entitled to such an award under the applicable statute. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost. **The parties acknowledge and agree that they are hereby waiving any rights to trial by jury or a court in any action or proceeding brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or Employee's employment**. **All disputes or claims covered by this Agreement will be brought in the party's individual capacity, meaning for injuries or violations directly experienced by the party. No claims may be initiated or maintained on a class action or collective action basis. The parties waive any rights to initiate or participate in a class action or collective action or as a member of any class action or collective action, whether such action is filed in arbitration or court, and, to the maximum extent permitted by law, will not be entitled to, and will decline to accept any recovery from, a class action or collective action, in any forum, concerning any dispute that could be asserted as a covered claim pursuant to this Agreement. The parties expressly and knowingly waive any right to submit, initiate, or participate in a representative action, or to bring a claim on a non-individual representative action basis in any forum, concerning any dispute that could be asserted as a covered claim pursuant to this Agreement, to the extent such a representative action waiver does not extinguish any substantive rights.**

Without limiting the generality of the foregoing, this Section does not require arbitration of: (a) claims that are not arbitrable as a matter of law such as claims for workers' compensation benefits, unemployment compensation benefits, charges under the National Labor Relations Act or 9 U.S.C. §§ 401 or other claims not arbitrable under federal law; (b) claims that arise under any ERISA plan that contains its own internal appeal process; (c) claims for equitable or other provisional relief pending the outcome of arbitration by either the Employee or the Company; (d) claims filed with the California Department of Industrial Relations, the California Division of Labor Standards Enforcement, the Equal Employment Opportunity Commission, the California Civil Rights Division, the Department of Labor, the National Labor Relations Board, or any other similar agency, but only during such time such claims are pending in an agency proceeding (any dispute that is covered by this Agreement but not finally resolved by the agency must be submitted to binding arbitration pursuant to this Agreement); (e) claims for public injunctive relief as defined by applicable law; or (f) claims for non-individual claims for Labor Code violations under the Private Attorneys General Act that any employee (other than Employee) suffered.

15. INTEGRATION, AMENDMENT, NOTICE, SEVERABILITY, AND FORUM

(a) This Agreement expresses the binding and entire agreement between Employee and the Company and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof (including, without limitation, the Prior Agreement, with the sole exception of Section 5 therein, which shall remain in full force and effect).

(b) All modifications or amendments to this Agreement must be made in writing and signed by both parties.

(c) Any notice required herein shall be in writing and shall be deemed to have been duly given when delivered by hand, received via electronic mail or on the depositing of said notice in any U.S. Postal Service mail receptacle with postage prepaid, addressed to the Company at 2700 Colorado Avenue, Santa Monica, California 90404 and to Employee at the address set forth above, or to such address as either party may have furnished to the other in writing in accordance herewith.

(d) If any portion of this Agreement is held unenforceable under any applicable statute or rule of law then such portion only shall be deemed omitted and shall not affect the validity of enforceability of any other provision of this Agreement.

(e) Except for Section 14, which shall be governed by the FAA (both substantively and procedurally), this Agreement shall be governed by the laws of the State of California. The state and federal courts (or arbitrators appointed as described herein) located in Los Angeles, California shall, subject to the arbitration agreement set forth in Section 14 above, be the sole forum for any action for relief arising out of or pursuant to the enforcement or interpretation of this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such forum and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

16. LIMIT ON BENEFITS

(a) Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Employee under any other Company plan or agreement (such payments or benefits are collectively referred to as the “Benefits” for purposes of this Section 16) would be subject to the excise tax (the “Excise Tax”) imposed under Section 4999 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), the Benefits shall be reduced (but not below zero) if and to the

extent that a reduction in the Benefits would result in Employee retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if Employee received all of the Benefits (such reduced amount is referred to hereinafter as the "Limited Benefit Amount"). In such case, unless Employee has given prior written notice to the Company specifying a different order to effectuate the reduction of the Benefits (any such notice consistent with the requirements of Section 409A of the Code to avoid the imputation of any tax, penalty or interest thereunder), the Benefits shall be reduced or eliminated by first reducing or eliminating cash severance payments, then by reducing or eliminating other cash payments, then by reducing or eliminating those payments or benefits which are not payable in cash, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by Employee pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Employee's rights and entitlements to any benefits or compensation.

(b) A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Agreement and the amount of such Limited Benefit Amount shall be made by Company's independent public accountants or another certified public accounting firm of national reputation designated by Lions Gate (the "Accounting Firm"). Company and Employee shall use their reasonable efforts to cause the Accounting Firm to provide its determination (the "Determination"), together with detailed supporting calculations and documentation to Company and Employee within five (5) days of the date of termination of Employee's employment, if applicable, or such other time as requested by Company or Employee (provided Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Accounting Firm determines that no Excise Tax is payable by Employee with respect to any Benefits, Company and Employee shall use their reasonable efforts to cause the Accounting Firm to furnish Employee with an opinion reasonably acceptable to Employee that no Excise Tax will be imposed with respect to any such Benefits. Unless Employee provides written notice to Company within ten (10) days of the delivery of the Determination to Employee that he disputes such Determination, the Determination shall be binding, final and conclusive upon Company and Employee.

17. SECTION 409A

(a) It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the U.S. Internal Revenue Code (including the Treasury regulations and other published guidance relating thereto) ("Code Section 409A") so as not to subject Employee to payment of any additional tax, penalty or interest imposed under Code Section 409A. The provisions of this Agreement shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Employee.

(b) Notwithstanding any provision of this Agreement to the contrary, if Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of Employee's separation from service (as defined above), Employee shall not be entitled to any payment or benefits by reason of Employee's separation from service until the earlier of (i) the date which is six (6) months after Employee's separation from service for any reason other than death, or (ii) the date of Employee's death. Any amounts otherwise payable to Employee upon or in the six (6) month period following Employee's separation from service that are not so

paid by reason of this paragraph shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Employee's separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Employee's death). The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A.

(c) To the extent that any reimbursements pursuant to the provisions of this Agreement are taxable to Employee, any such reimbursement payment shall be paid to Employee on or before the last day of Employee's taxable year following the taxable year in which the related expense was incurred. The benefits and reimbursements pursuant to such provisions are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that Employee receives in one taxable year shall not affect the amount of such benefits or reimbursements that Employee receives in any other taxable year.

(d) Each payment made pursuant to any provision of this Agreement shall be considered a separate payment and not one of a series of payments for purposes of Code Section 409A. Each such payment is intended to be exempt from the requirements of Section 409A of the Code to the maximum extent possible as a "short-term deferral" pursuant to Treasury Regulation Section 1.409A-1(b)(4) and as involuntary separation pay pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii).

(e) While it is intended that all payments and benefits provided under this Agreement to Employee will be exempt from or comply with Code Section 409A, the Company makes no representation or covenant to ensure that the payments under this Agreement are exempt from or compliant with Code Section 409A. The Company will have no liability to Employee or any other person or entity if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Employee further understands and agrees that Employee will be entirely responsible for any and all taxes on any benefits payable to Employee as a result of this Agreement.

[Remainder of the page left intentionally blank]

Please acknowledge your acceptance of the above terms by signing below where indicated.

Very truly yours,

LIONS GATE ENTERTAINMENT CORP.

/s/ Bruce Tobey
Bruce Tobey
Executive Vice President and General Counsel

AGREED AND ACCEPTED
Date:

/s/ James W. Barge
JAMES BARGE

LIONSGATE

Exhibit A

CONSULTING SERVICES AGREEMENT

Reference is hereby made to the employment agreement dated as of August 1, 2023 between Lions Gate Entertainment Corp. and James Barge (the "Prior Agreement").

This Consulting Services Agreement (the "Agreement") below shall only be in full force and effect pursuant to Section 1(d) of the Prior Agreement. If the Agreement becomes effective pursuant to Section 1(d) of the Prior Agreement, the terms of Mr. Barge's consulting arrangement shall be as follows:

THIS AGREEMENT between James Barge (hereinafter referred to as "CONSULTANT") and Lions Gate Entertainment Corp. (hereinafter referred to as "CLIENT") shall commence upon the date the Term of the Prior Agreement terminates pursuant to the terms of the Prior Agreement (the "Commencement Date").

WHEREAS, CLIENT desires to retain CONSULTANT for the purposes of rendering financial consulting services. CONSULTANT shall provide such consulting services as are customarily rendered by persons in CONSULTANT's capacity in the entertainment industry, of which CONSULTANT has knowledge and experience.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Services**

1.1 CONSULTANT's Services hereunder shall be rendered to CLIENT commencing August 1, 2026 and ending on July 31, 2027 unless terminated earlier as set forth herein (the "Term").

1.2 Termination

This Agreement and the Term shall terminate upon the happening of any one or more of the following events:

(A) The mutual written agreement between CLIENT and CONSULTANT;

(B) The death of CONSULTANT;

(C) By CLIENT due to CONSULTANT's refusal or inability to perform the Services under this Agreement or material breach of any provision of this Agreement; or

(D) "Cause" exists for termination of this Agreement. As used herein, "cause" is defined as the occurrence of any of the following:

(1) material breach of this Agreement or the Prior Agreement by CONSULTANT;

(2) gross negligence or willful misconduct with respect to the CLIENT, its parent or its subsidiaries, which shall include, but is not be limited to theft, fraud or other illegal conduct, refusal or unwillingness to perform employment duties, sexual harassment, any willful (and not legally protected act) that is likely to and which does in fact have the effect of injuring the reputation, business or a business relationship of the CLIENT, its parent or its subsidiaries, violation of any fiduciary duty, and violation of any duty of loyalty; or,

(3) any offense involving moral turpitude under federal, state or local laws, or which might tend to bring CONSULTANT to public disrepute, contempt, scandal or ridicule based on a commonly held standard of causing material harm to the CLIENT, its parent or its subsidiaries, including but not limited to, termination pursuant to Section 7 of the Prior Agreement;

Upon termination or expiration of the Term, neither CLIENT nor CONSULTANT shall have any remaining duties or obligations hereunder, except as provided in Sections 3-14 herein, and except that CONSULTANT shall deliver to CLIENT all completed and incomplete deliverables resulting from the Services, and CLIENT shall pay to CONSULTANT, within thirty (30) days of the effective date of termination, all undisputed amounts owing to CONSULTANT subject to CLIENT's receipt of the respective invoice, if applicable. Following the termination or expiration of the Term, however caused, Sections 3-14 of this Agreement shall, notwithstanding anything else herein to the contrary, survive and continue to be binding upon the parties following such termination.

1.3 CONSULTANT agrees that the acceptability or suitability of the Services provided by CONSULTANT hereunder is solely within the absolute discretion of CLIENT. In providing the Services, CONSULTANT shall be free from CLIENT'S control and direction both under the terms of this Agreement, in performance of the Services and in fact.

1.4 CONSULTANT agrees to communicate with CLIENT, on a regular basis established by CLIENT, the progress of any and all current projects.

1.5 CLIENT and CONSULTANT agree that CONSULTANT shall coordinate the Services to be provided hereunder with the CLIENT's Chief Financial Officer (the "Designated Executive"), or CLIENT's designee, but shall otherwise be free from CLIENT's control and direction in connection with the performance of the Services under this Agreement.

1.6 CONSULTANT's Services to CLIENT shall be on a non-exclusive basis and CONSULTANT shall not be precluded from rendering services to any other person or entity so long as such services do not interfere with the rendition of CONSULTANT's Services to CLIENT hereunder. Notwithstanding the foregoing, CONSULTANT shall be precluded from providing international tax planning services for a so-called "major," "mini-major" or independent motion picture and or television/streaming production and/or distribution company during the Term of this Agreement. For the sake of clarity, in the event of CLIENT's spin-off, reverse spin-off, or sale prior to or during the Term, that results in two separate companies with separate management teams and separate boards of directors for each of the "Starz Business" (meaning, Starz's Media Networks segment) and the "Studio Business" (meaning, CLIENT's Motion Picture and Television Production segments), CONSULTANT shall be permitted to provide international tax planning services to the Starz Business.

2. **<u>Fees and Expenses</u>**

2.1 CONSULTANT shall provide the Services for the monthly rate of Forty-One Thousand Six Hundred Sixty-Six and 67/100 Dollars (for a total of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for the Term) (the "Consulting Fees"), rendered in accordance with this Agreement. Invoices should be approved and submitted by the Designated Executive, and paid through CLIENT's Accounting and Finance Department in accordance with CLIENT's accounts payable policies then in effect, such payment to be made no later than thirty (30) days after the end of the month in which the Services were performed.

2.2 During the course of the Term, CONSULTANT's Equity Awards (as defined in and granted pursuant to Section 5 of the Prior Agreement) shall continue to vest on their scheduled vesting dates in accordance with the terms and conditions of the Lions Gate 2023 Performance Incentive Plan (or any successor plan) and the applicable award agreements. For the avoidance of doubt, except as expressly provided herein, any portion of such Equity Awards that is not vested (and has not previously terminated) shall terminate upon the conclusion of the Term.

2.3 CLIENT shall reimburse CONSULTANT for CONSULTANT's reasonable, out-of-pocket travel expenses incurred in connection with CONSULTANT's approved activities pursuant to this Agreement, if such expenses are pre-approved (before the expense is incurred) by CLIENT. Any travel will require the advance request and approval of CLIENT prior to being booked. For the avoidance of doubt, in the event that CONSULTANT must travel, with the approval of their Designated Executive, CONSULTANT shall be reimbursed for CONSULTANT's meals only and those of any authorized employee of CONSULTANT, up to ONE HUNDRED AND 00/100 DOLLARS ($100.00) per person per day. CLIENT shall make payment to CONSULTANT for reimbursement of expenses within thirty (30) days after receipt of each expense invoice submitted with appropriate supporting documentation.

2.4 With the exception of travel expenses as referenced in paragraph 2.3, CONSULTANT shall be responsible for all regular business expenses in connection with performing the Services under this Agreement, and CONSULTANT shall furnish any tools and materials necessary to, and will incur all expenses associated with, the performance of the Services including but not limited to telephone and internet expenses, and CLIENT shall not be obligated to pay any such expenses or to reimburse CONSULTANT for such expenses.

3. **Consultant's Status; Tax Matters**

3.1 CLIENT and CONSULTANT acknowledge that CONSULTANT is an independent contractor. CONSULTANT is not nor shall be deemed to be an employee, agent, or representative of CLIENT. Without limiting the generality of the foregoing, CONSULTANT is not authorized to bind CLIENT to any liability or obligation or to represent that CONSULTANT has any such authority. CONSULTANT shall not be entitled to any of the benefits provided by CLIENT to its employees (including but not limited to, paid time off, health and welfare, retirement, severance and any other benefits plans or programs). CONSULTANT will not be considered an employee with regard to any laws concerning social security, disability insurance, unemployment compensation, federal, state or local income tax withholding or any other laws, regulations or orders relating to employees. CONSULTANT shall bear the exclusive responsibility for all obligations imposed upon CONSULTANT as an independent contractor by all applicable federal, state, or local laws, regulations or orders, including, without limitation, those relating to all federal, state and local income taxes, filing of all returns and reports, compliance with all employer obligations under the Affordable Care Act, unemployment insurance payments and all assessments, taxes, and other sums required of an independent contractor. CONSULTANT shall also be solely responsible for providing workers' compensation insurance for CONSULTANT and CONSULTANT'S employees and agents, and shall indemnify and hold CLIENT harmless from and against any liability with respect to any of the above-mentioned. CONSULTANT, including any employees or agents of CONSULTANT, agrees that should CONSULTANT be found eligible for any employee benefits of CLIENT, CONSULTANT waives any rights to receive such benefits. Such waiver is a material term of this Agreement.

3.2 CONSULTANT shall, promptly upon commencement of the Services hereunder, furnish CLIENT with CONSULTANT's social security number solely for the purpose of facilitating CLIENT's payment of CONSULTANT's invoices. CLIENT shall issue an IRS Form 1099 as required by law with respect to any compensation paid to CONSULTANT under this Agreement. CONSULTANT will indemnify CLIENT against any claims, damages, liabilities and expenses of any kind arising out of or in connection with CONSULTANT's failure to discharge its obligations as an independent contractor, including for any tax obligations or tax assessments based on any payment made by CLIENT to CONSULTANT under this Agreement.

4. **Assignment**

This Agreement and the rights and obligations specified herein are not assignable by CONSULTANT or by operation of law without the prior written consent of CLIENT. CONSULTANT shall not delegate the performance of the Services (or any portion thereof) to any other person or entity absent written consent by CLIENT. CLIENT shall be free to assign this Agreement and its rights and obligations hereunder to any affiliate, subsidiary or successor entity.

5. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the heirs, assigns (if any) and successors in interest of CLIENT.

6. **Warranties**

Except as herein specifically stated, there are no warranties made by either party, express or implied. CONSULTANT agrees (a) to provide the Services described herein according to the standard of care and competence provided by competent experienced consultants of good reputation and status equal to CONSULTANT's; (b) that any material, designs, concepts, etc. contributed in the performance of CONSULTANT's Services shall be wholly original with CONSULTANT and the use hereof by CLIENT will not in any way infringe upon or violate any rights whatsoever of any third person or entity; (c) that CONSULTANT will not employ any persons, contract for the purchase or lease of any material, nor make any agreement committing CLIENT to pay any sum of money or incur any other obligation whatsoever without first obtaining the prior written approval of CLIENT; and (d) CONSULTANT will perform the Services in accordance with applicable laws and regulations relating to CONSULTANT'S business and the performance of the Services, and in accordance with any policies of CLIENT applicable to contractors.

7. **Allocation of Liability and Indemnity**

7.1 CONSULTANT shall not be liable for failure to provide the Services set forth herein if such failure is due to force majeure, i.e., any cause or condition beyond CONSULTANT's control.

7.2 CONSULTANT shall be liable for any and all loss, claim, damage, demand or expense whatsoever, arising out of or in connection with this Agreement, caused by the gross, willful or intentional negligence of CONSULTANT or the breach of any of the CONSULTANT's warranties and representations in this Agreement.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT WILL NOT BE LIABLE TO CONSULTANT WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, FOR: (a) ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, EXTRAORDINARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; OR (b) ANY OTHER DAMAGES THAT IN THE AGGREGATE EXCEED ALL AMOUNTS PAID BY CLIENT TO CONSULTANT HEREUNDER.

8. **Arbitration**

8.1 Any controversy or claim between or among CONSULTANT and CLIENT arising out of or relating to this Agreement or any breach of this Agreement, excepting claims which may cause or threaten to cause irreparable harm to either party, shall be settled by final and binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Arbitration shall be before a single JAMS Arbitrator and held in Los Angeles County, California, or at any other location mutually agreed upon by the parties. All claims must be filed in a party's individual capacity and not as a representative or member of a class, collective or non-individual action.

8.2 The parties will select the arbitrator by mutual agreement or, if the parties cannot agree, then by striking from a list of qualified arbitrators supplied by JAMS from its Business and Commercial disputes panel.

8.3 Statutes of limitations shall be the same as would be applicable were the action to be brought in court. The Arbitrator shall allow such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration.

8.4 At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Final resolution of any dispute through arbitration may include any remedy or relief that is provided for through any applicable state or federal statutes, or common law. The Arbitrator's award shall be subject to correction, confirmation or vacation, as provided by any applicable law governing judicial review of arbitration awards.

8.6 **Except as set forth in Section 9, the parties agree that this arbitration shall be the exclusive means of resolving any dispute under this Agreement and that they are hereby waiving any rights to trial by jury or a court in any action or proceeding brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement.**

9. **Injunctive Relief**

CONSULTANT understands, acknowledges and agrees (A) that CONSULTANT's services and the rights granted to CLIENT hereunder are of a special, unique, unusual and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by monetary damages in an action at law and (B) that in the event of a breach or threatened breach of any of the covenants and promises contained in this Section 9, CLIENT will suffer irreparable injury for which there is no adequate remedy at law, and accordingly CONSULTANT expressly agrees that CLIENT shall be entitled to seek injunctive relief and other equitable relief to prevent, or in the event of, a breach of this Agreement by CONSULTANT. CONSULTANT further acknowledges, however, that CLIENT shall have the right, in addition to immediate termination of this Agreement, to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.

10. **Confidential Information**

10.1 CONSULTANT understands that indeterminable and irreparable harm may come to CLIENT from disclosure of any proprietary information of CLIENT and therefore shall treat all such information as confidential and proprietary to CLIENT (defined for the purpose of this Agreement as data or information relating to CLIENT's business which is not generally available to the public). CONSULTANT shall not disclose to any party not authorized by CLIENT to have same nor shall CONSULTANT duplicate, copy or use for any purpose other than performance under this Agreement any confidential information of CLIENT of which CONSULTANT becomes aware in the course of rendering the Services hereunder. CONSULTANT agrees to take, at CLIENT's request, all necessary and appropriate measures to ensure adherence with the terms of this paragraph. For purposes of this Section 10, "CLIENT" shall refer to CLIENT as well as its parent, affiliated and subsidiary entities. The contents of this Section shall survive the termination, cancellation or expiration of this Agreement.

10.2 Nothing in this Agreement shall waive a party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment when the party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Moreover, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The DTSA further provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to limit any rights under such federal law.

11. **Results and Proceeds of Services and Intellectual Property**

11.1 CONSULTANT hereby acknowledges, certifies and agrees that all works, results and proceeds of CONSULTANT's Services hereunder, including all works of authorship, works in progress, derivative works, inventions, know-how, results, proceeds, audio, visual, audiovisual, pictorial and graphic works, videos, films, edits, content, collective works, translations, supplementary works, compilations, instructional texts, illustrations, editorial notes, sculptural, literary, musical, dramatic and choreographic works, pantomimes, motion pictures, phonorecords, recordings, elements, series, and segments, and any portions thereof conceived, reduced to practice, created, prepared or contributed by CONSULTANT, alone or with others, (a) within the scope of, in the course of, or resulting from relationship with CLIENT or provision of Services to CLIENT or (b) using, or resulting from any use of, CLIENT ENTITY's equipment,

supplies, facilities, time or information (collectively, the "Results") as well as any and all rights therein (including any and all copyrights, patents, trade secrets, neighboring rights, trademarks, ownership, priority, publication, economic and exploitation rights, and other intellectual property or proprietary rights in or covering any Results, whether or not registered or published, including all applications, registrations, extensions, renewals, reversions and goodwill) throughout the universe, whether or not now or hereafter known, existing, contemplated, recognized or developed (collectively, together with the Results, the "Client Property") are solely and exclusively owned by CLIENT, with the right to use the same in perpetuity in any manner CLIENT determines in its sole discretion without any further payment to CONSULTANT whatsoever.

11.2 For this Section 11, the term CLIENT means CLIENT and its successors and assigns, the term CLIENT ENTITIES means CLIENT and its parents, subsidiaries, predecessors and affiliates, and the term CLIENT ENTITY means any of CLIENT ENTITIES.

11.3 To the maximum extent permitted by law, CONSULTANT hereby irrevocably assigns, and agrees to assign, to CLIENT all rights, title and interest in and to the Client Property, and CLIENT has the right to use the same in perpetuity throughout the universe in any manner CLIENT may deem useful or desirable to establish or document CLIENT's exclusive ownership of any and all rights in any of the Client Property, including, the execution of appropriate copyright and/or patent applications or assignments. To the extent CONSULTANT has any rights in the Client Property that cannot be assigned in the manner described above, CONSULTANT unconditionally and irrevocably waives the enforcement of such rights.

11.4 In connection with such assignments, at CLIENT's request, CONSULTANT will execute and deliver such further documents and perform such further acts as may be or become necessary or desirable to effectuate the purposes of this Section 11 (including in connection with filing, obtaining, maintaining, defending and enforcing applications, registrations, and renewals). Without limiting CONSULTANT's obligations hereunder, CONSULTANT hereby appoints CLIENT the true and lawful attorney-in-fact of CONSULTANT to execute and deliver any documents and perform any acts in the event CONSULTANT fails, is unavailable or refuses to do so in accordance with this Agreement (which appointment is coupled with an interest and is irrevocable) with full power of substitution and delegation. The compensation paid to CONSULTANT under Section 2 of this Agreement shall be deemed to be inclusive of the full and final consideration for this assignment.

11.5 CONSULTANT agrees to keep accurate and complete records relating to all Results and agrees at all times to promptly and fully disclose and describe the Client Property in writing to CLIENT in a form and in such detail as requested by CLIENT.

11.6 As for any attribution, integrity, disclosure, withdrawal, or rights generally known as "moral rights of authors" and any similar or analogous rights under the applicable laws of any country throughout the universe relating to the Services hereunder, any Client Property or CLIENT ENTITY's products, services, operation or business (collectively, "Moral Rights"), to the maximum extent possible, CONSULTANT hereby irrevocably and unconditionally waives in perpetuity, including any extensions or reversions, if any, all Moral Rights and all rights resulting from any alleged violation of any Moral Rights. CONSULTANT shall not institute any action in connection with any Moral Rights, including any action on the ground that any changes, deletions, additions, or other use of any Services hereunder, any Client Property or CLIENT ENTITY's products, services, operation or business violate any Moral Rights.

11.7 Additionally, all information, writings, records and any other documents made available to CONSULTANT in the performance of CONSULTANT's Services, shall remain the sole and exclusive property of CLIENT.

11.8 If CONSULTANT owns, controls, or has interest in, any works or materials (collectively, the "Other Materials") and if any Other Material is incorporated into, necessary or useful for, or used with, any Services hereunder, any Client Property, or CLIENT ENTITY's products, services, operation or business, or if any Client Property is not solely and exclusively owned by CLIENT, then CLIENT ENTITIES are hereby granted a nonexclusive, fully-paid up, royalty-free, perpetual, irrevocable, sublicensable (for multiple tiers), transferable license throughout the universe under the Other Materials, the Client Property and all intellectual property and proprietary rights therein, to internally and externally reproduce, prepare derivative works based upon, display, perform, distribute, use, make, sell, offer to sell, import, and exploit all works, materials, products and services. To the maximum extent permitted by law, CLIENT ENTITIES and designees may create photographs and recordings of CONSULTANT in connection with any Services hereunder, any Client Property, or CLIENT ENTITY's products, services, operation or business during the relationship with CLIENT ENTITY and may copy, use, modify, prepare derivative works of, perform, publish, display and distribute CONSULTANT's names, voice, signature, photographs, recordings, likeness and the like produced or provided in the course of relationship with CLIENT ENTITY as well as their derivative works and copies (collectively, the "Likenesses"), publicly and perpetually, in connection with CLIENT ENTITY's products, services, operation or business (including the use on or in products, merchandise or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services). CONSULTANT waives the right to inspect or approve any materials incorporating any Likeness. CONSULTANT waives and agrees not to assert any and all rights and claims CONSULTANT may have, before or after the date hereof, in or with respect to any Client Property, any Other Materials, or any Likenesses.

11.9 The provisions in this Section 11 are applicable only to the maximum extent permitted by applicable law.

12. **Waiver**

No waiver by either party hereto of any performance of the other party required hereunder or any default of either the terms hereof shall constitute or imply, whether by passage of time or otherwise, any further waiver of any other performance or default.

13. **Notices**

Any notice required herein shall be in writing and shall be deemed to have been duly given when delivered by hand, received via electronic mail, or on the depositing of said notice in any U.S. Postal Service mail receptacle with postage prepaid, addressed as follows:

CONSULTANT'S MAILING ADDRESS:

Mr. James Barge
27545 Pacific Coast Highway
Malibu, California 90265

CLIENT'S MAILING ADDRESS:

Lions Gate Entertainment Corp.
2700 Colorado Avenue Suite 200
Santa Monica, California 90404-3521

14. **Integration, Amendment, Severability, Forum**

14.1 This Agreement expresses the binding and entire agreement between CLIENT and CONSULTANT and shall replace and supersede all prior and contemporaneous agreements, arrangements and representations, either oral or written, as to the subject matter hereof.

14.2 Any change, modification or amendment hereto shall be valid only if in writing and signed by both parties. Each of the terms "include," "includes," and "including" is deemed to be followed by "without limitation."

14.3 If any provision of this Agreement is held to be invalid, void, or unenforceable, in whole or in part, by a court of competent jurisdiction, the parties agree that such provision shall be reformed or modified by such court so as to be rendered enforceable, to the maximum extent permitted by law. If any such provision cannot be reformed or modified, such invalid, void or unenforceable provision will be severed from this Agreement, and the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The language of this Agreement shall not be construed strictly for or against any party, but rather according to its fair meaning.

14.4 Except as otherwise set forth in this Agreement, this Agreement shall be governed by the laws of the State of California without regard to its rules regarding conflicts of law. To the extent any dispute involving any controversy or claim between or among CONSULTANT and CLIENT arising out of or relating to this Agreement or any breach of this Agreement is not arbitrable, CONSULTANT agrees that the state and federal courts located in Los Angeles County, California shall be the sole forum for any action for relief arising out of or pursuant to or to enforce or interpret, this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such forum and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Consulting Services Agreement as of the date first above written.

LIONS GATE ENTERTAINMENT CORP.
("CLIENT")

____

AGREED AND ACCEPTED
This ___ day of _____________, 202__

JAMES BARGE
("CONSULTANT")

____

Exhibit 16.1

May 13, 2024

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

We have read Lionsgate Studios Corp. (legal successor of Screaming Eagle Acquisition Corp.) statements included under "Change in Auditor" of its Form S-1/A dated May 13, 2024. We agree with the statements concerning our Firm in such section, in which we were informed of our dismissal on May 10, 2024. We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC

New York, New York

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated July 12, 2023, with respect to the combined financial statements of the Studio Business of Lions Gate Entertainment Corp. included in the Registration Statement (Amendment No. 2 to Form S-1 No. 333-278849) and related Prospectus of Lionsgate Studios Corp. for the registration of 26,207,557 shares of its common stock.

/s/ Ernst & Young LLP

Los Angeles, California
May 13, 2024

KPMG LLP
One Financial Plaza, Suite 2300
Providence, RI 02903

Consent of Independent Auditors

We consent to the use of our report dated January 17, 2024, with respect to the combined financial statements of Entertainment One Film and Television Business, included herein, and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Providence, Rhode Island
May 13, 2024

KPMG LLP, a Delaware limited liability partnership and a member firm of
the KPMG global organization of independent member firms affiliated with
KPMG International Limited, a private English company limited by guarantee.

Exhibit 107

Calculation of Filing Fee Tables

Form S-1
(Form Type)

Lionsgate Studios Corp.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to Be Paid	Equity	Common Shares, no par value per share	457(f)(1)	1,097,389[(1)(2)(5)]	N/A	$12,828,477.40[(3)]	0.0001476	$1,893.48[(4)]				
Fees Previously Paid	—	—	—	—	—	—		—				
				Total Offering Amounts		$12,828,477.40		$1,893.48				
				Total Fees Previously Paid				$0.00				
				Total Fee Offsets				$0.00				
				Net Fee Due				$1,893.48				

(1) These securities are being registered in connection with the resale of the registrant's common shares by certain selling shareholders (the "Selling Shareholders") named in this registration statement who will be issued, or have committed to purchase, an aggregate of 1,097,389 of the registrant's common shares, in connection with the Business Combination described herein.

(2) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered an indeterminable number of additional securities as may be issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(3) In accordance with Rule 457(c), based on the average of the high ($12.24) and low ($11.14) prices of Screaming Eagle Acquisition Corp.'s Class A Ordinary Shares on The Nasdaq Global Market ("Nasdaq") on May 10, 2024.

(4) Calculated pursuant to Rule 457 under the Securities Act by multiplying the proposed maximum aggregate offering price of securities to be registered by 0.0001476.

(5) The registrant previously filed a Registration Statement onForm S-1 with the SEC on April 22, 2024. Pursuant to such filing, the registrant paid a fee equal to $39,860.83 in connection with the registration of 25,110,168 of the registrant's common shares. This filing fee table reflects an increase in the number of securities to be registered on this Amendment No. 2 to the Registration Statement on Form S-1.