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COMPANIES FORM No. 395 *Ac 00400107*
Particulars of a mortgage or charge

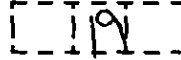
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



01732125

Name of company

* UNITED CINEMAS INTERNATIONAL (UK) LIMITED (the "Company")

Date of creation of the charge

5 April 2007

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

A mortgage dated 5 April 2007 (the "Mortgage") granted by the Company in favour of Barclays Bank PLC as security agent for the Secured Parties (the "Security Agent")

Amount secured by the mortgage or charge

See Schedule 2 for details of amount secured by the Mortgage
See Schedule 1 for definitions

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

Barclays Bank PLC
5 The North Colonnade
Canary Wharf London

Postcode E14 4BB

Presentor's name address and
reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

UK/1230088

Time critical reference
NT/70-40221901/MC

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



LD3

16/04/2007

436

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 3 for short particulars of all property mortgaged or charged
See Schedule 1 for definitions

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date

13/04/07

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] † BARCLAYS BANK PLC

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Schedules to Form 395 relating to the Mortgage entered into by

United Cinemas International (UK) Limited

(Company No: 01732125) dated 5 April 2007

SCHEDULE 1

DEFINITIONS

In this Form 395

"Acceptable Bank" means

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A1 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or
- (b) any other bank or financial institution approved by the Agent,

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Senior Facilities Agreement

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Agent or any other financial institution and all Related Rights.

"Accounting Principles" means, in respect of any member of the Group, generally accepted accounting principles in the jurisdiction of incorporation of that member of the Group,

"Acquisition Facility A" means the committed acquisition term loan facility made or to be made available under the Senior Facilities Agreement as described in paragraph (a)(vii) of Clause 2.1 (*The Facilities*),

"Acquisition Facility B" means the uncommitted acquisition term loan facility made or to be made available under the Senior Facilities Agreement as described in paragraph (a)(viii) of Clause 2.1 (*The Facilities*),

"Acquisition Facility B Accession Letter" means a letter delivered pursuant to Clause 4.5 (*Acquisition Facility B*) of the Senior Facilities Agreement,

"Acquisition Facility B Lender" means any

- (a) Lender, or
- (b) other bank, financial institution, trust, fund or other entity which becomes a party hereto pursuant to Clause 4.5 (*Acquisition Facility B*) of the Senior Facilities Agreement,

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 30 (*Changes to the Obligors and Security*) of the Senior Facilities Agreement,

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means Barclays Bank PLC as agent of all the other Finance Parties;

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility,

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement,

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available in accordance with the terms of the Senior Facilities Agreement

"Ancillary Outstandings" means, at any time, in relation to an Ancillary Lender and an Ancillary Facility the aggregate of the equivalents (as calculated by that Ancillary Lender) in the Base Currency of the following amounts outstanding under that Ancillary Facility then in force

- (c) the principal amount under each overdraft facility and on demand short term loan facility (net of any credit balances on any account of any Borrower of an Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that such credit balance is freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility),
- (d) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility, and
- (e) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility,

in each case as determined by such Ancillary Lender in accordance with the relevant Ancillary Document or normal banking practice,

"Arranger" means Barclays Capital as mandated lead arranger

"Assigned Account" means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed between the Security Agent and the Company to be an Assigned Account

"Assignment Agreement" means any assignment agreement under which the Company will assign to the Parent all of its rights, title and interest in any Property SPA to which it is a party, substantially in accordance with the Structure Paper

"Available Ancillary Commitment" means in relation to an Ancillary Facility, an Ancillary Lender's Ancillary Commitment less the Ancillary Outstandings in relation to that Ancillary Facility;

"Available Commitment" means, in relation to a Facility, a Lender's Commitment under that Facility minus (subject to Clause 9.7 (*Affiliates of Lenders as Ancillary Lenders*) of the Senior Facilities Agreement and as set out below)

- (a) the Base Currency Amount of its participation in any outstanding Utilisations under that Facility and, in the case of the Revolving Facility only, the Base Currency Amount of the aggregate of its Ancillary Commitments, and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any other Utilisations that are due to be made under that Facility on or before the proposed Utilisation Date and, in the case of the Revolving Facility only, the Base Currency Amount of its Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date,

For the purposes of calculating a Lender's Available Commitment in relation to any proposed Utilisation under the Revolving Facility only, the following amounts shall not be deducted from a Lender's Commitment under that Facility:

- (i) that Lender's participation in any Revolving Facility Utilisations that are due to be repaid or prepaid on or before the proposed Utilisation Date, and
- (ii) that Lender's (or its Affiliate's) Ancillary Commitments to the extent that they are due to be reduced or cancelled on or before the proposed Utilisation Date,

"Available Excess Cashflow" means, at any time, in respect of any period, an amount equal to the aggregate of Excess Cashflow (if any) for such period less the amount of that Excess Cashflow which is required to be prepaid in respect of that period in accordance with Clause 12.2 (*Disposal, Insurance and Acquisition Proceeds and Excess Cashflow*) of the Senior Facilities Agreement;

"Available Facility" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility,

"B1 Euro Loan" means a euro denominated term loan made or to be made under Facility B or the principal amount outstanding for the time being of that B1 Euro Loan,

"B2 Sterling Loan" means a sterling denominated term loan made or to be made under Facility B or the principal amount outstanding for the time being of that B2 Sterling Loan,

"Base Currency Amount" means

- (a) in relation to a Utilisation other than in respect of a B1 Euro Loan, C1 Euro Loan or a Rental Guarantee, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate

of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request in accordance with the terms of the Senior Facilities Agreement),

- (b) in relation to a B1 Euro Loan, C1 Euro Loan or a Rental Guarantee, the amount specified in Part III of Schedule 1 (*The Original Parties*) as the Base Currency Amount of the relevant Loan or Rental Guarantee, and
- (c) in relation to an Ancillary Commitment, the amount specified as such in the notice delivered to the Agent by the Parent pursuant to Clause 9 2 (*Availability*) of the Senior Facility Agreement (or, if the amount specified is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Ancillary Commencement Date for that Ancillary Facility or, if later, the date the Agent receives the notice of the Ancillary Commitment in accordance with the terms of the Senior Facility Agreement),

as adjusted to reflect any repayment, prepayment, consolidation or division of a Utilisation, or (as the case may be) cancellation or reduction of an Ancillary Facility or, as the case may be, cancellation or reduction (in accordance with its terms) of any Rental Guarantee;

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Ancillary Lender pursuant to the provisions of Clause 9 8 (*Affiliates of Borrowers*) of the Senior Facilities Agreement

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"C1 Euro Loan" means a euro denominated term loan made or to be made under Facility C or the principal amount outstanding for the time being of that C1 Euro Loan,

"C2 Sterling Loan" means a sterling denominated term loan made or to be made under Facility C or the principal amount outstanding for the time being of that C2 Sterling Loan,

"Capex Facility" means the capex term loan facility made available under the Senior Facilities Agreement and described in paragraph (a)(vi) of Clause 2 1 (*The Facilities*);

"Capital Expenditure" means any expenditure or obligation in respect of expenditure which in accordance with the Accounting Principles is treated as capital expenditure and including the capital element of any expenditure or obligation incurred in connection with a finance or capital lease

"Cash Cover" means the ratio of Cashflow to Net Debt Service in respect of any Relevant Period.

"Cash Equivalent Investments" means at any time

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,
- (c) commercial paper not convertible or exchangeable to any other security
 - (i) for which a recognised trading market exists,
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State,
 - (iii) which matures within one year after the relevant date of calculation, and
 - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,
- (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),
- (e) any investment accessible within 30 days in money market funds which have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Rating Ltd or P-1 or higher by Moody's Investor Services Limited and which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above, or
- (f) any other debt security approved by the Majority Lenders,

in each case, to which any member of the Group is beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than one arising under the Transaction Security Documents),

"Cashflow" means, in respect of any Relevant Period, Consolidated EBITDA for that Relevant Period after

adding back

- (a) any decrease in the amount of Working Capital,
- (b) any cash receipt in respect of any exceptional item,
- (c) any cash receipt in respect of any tax rebate,
- (d) any increase in provisions, other non-cash debits and other non-cash charges (which are not Current Assets or Current Liabilities) taken into account in establishing Consolidated EBITDA, and
- (e) for any Relevant Period ending on a date in 2007 and for the purposes only of calculating Cash Cover, an amount of the Net Opening Cash Balance which is no greater than £12,000,000 (or its equivalent) (of which a maximum aggregate amount of £5,000,000 (or its equivalent) can be sourced from a Revolving Utilisation), it being understood that any amount used in accordance with paragraph (h) of the definition of Permitted Contribution shall be deducted from such amount of £12,000,000 (or its equivalent),

and deducting

- (i) any amount of Capital Expenditure actually made by any member of the Group but excluding any Capital Expenditure made from Available Excess Cashflow or a Utilisation of the Capex Facility,
- (ii) any increase in the amount of Working Capital,
- (iii) any cash payment in respect of any exceptional item,
- (iv) any amount actually paid or due and payable in respect of taxes on the profits of any member of the Group, and
- (v) any decrease in provisions and other non-cash credits which are not Current Assets or Current Liabilities taken into account in establishing Consolidated EBITDA,

but excluding any Disposal Proceeds arising on the disposal of any asset (not being disposals in the ordinary course of trading),

and so that no amount shall be included more than once

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage

"Closing Date" means the date of the first Utilisation of any of the Facilities;

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Senior Facilities Agreement,

"Consolidated EBITDA" means Consolidated EBIT before deducting any amount attributable to the amortisation of intangible assets or the depreciation of tangible assets

"Creditor Accession Undertaking" means.

- (a) in relation to a Senior Lender, a Transfer Certificate and Lender Accession Undertaking or Acquisition Facility B Accession Letter as defined in the Senior Facilities Agreement and substantially in the form of Schedule 5 (*Form of Transfer Certificate and Lender Accession Undertaking*) or Schedule 18 (*Form of Acquisition Facility B Accession Letter*) thereto, and
- (b) in relation to any other Party, an undertaking substantially in the form of Schedule 4 (*Form of Creditor Accession Undertaking*) of the Intercreditor Agreement.

"Current Assets" means the aggregate of inventory, trade and other receivables of each member of the Group including sundry debtors (but excluding cash at bank and Cash Equivalent Investments) maturing within 12 months from the date of computation and excluding

- (a) receivables in relation to Tax,
- (b) extraordinary items, exceptional items and other non-operating items;
- (c) insurance claims,
- (d) any accrued interest owing to any member of the Group, and
- (e) amounts due from the Lucius Vendors in connection with the Lucius Acquisition

"Current Liabilities" means the aggregate of all liabilities (including trade creditors, accruals, provisions and prepayments of each member of the Group) falling due within 12 months from the date of computation but excluding:

- (a) liabilities for Borrowings and Consolidated Net Finance Charges,
- (b) liabilities for Tax;
- (c) extraordinary items, exceptional items and other non-operating items;
- (d) insurance claims,
- (e) liabilities in relation to dividends declared but not paid by the Parent, and
- (f) amounts due to the Lucius Vendors in connection with the Lucius Acquisition

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Disposal" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions)

"Disposal Proceeds" means the consideration receivable by any member of the Group (including any amount receivable in repayment of intercompany debt) for any Disposal made by any member of the Group except for Excluded Disposal Proceeds and after deducting

- (a) reasonable costs and expenses incurred by any member of the Group with respect to that Disposal to persons who are not members of the Group, and
- (b) any Tax incurred and required to be paid by the seller in connection with that Disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance)

"Domain Names" means the rights conferred by and arising from the registrations of all internet domain names including, without limitation, the domain names set out in Schedule 6 (*Domain Names*) in the Debenture.

"Enforcement Event" means (i) the occurrence of an Event of Default which has resulted in a notice being served by the Agent under Clause 28 18 (*Acceleration*) of the Senior Facilities Agreement or (ii) after each Facility under the Senior Facilities Agreement has been repaid and discharged in full, the occurrence of any failure by any Obligor to pay any amount payable by it under any Hedging Agreement

"Event of Default" means any event or circumstance specified as such in Clause 28 (*Events of Default*) in the Senior Facilities Agreement

"Excess Cashflow" means, for any period for which it is being calculated, Cashflow for that period less

- (a) Net Debt Service,
- (b) any voluntary prepayment of the Term Facilities or Rental Guarantee Facility,
- (c) any mandatory prepayment of a Facility to the extent that receipt of the cash so prepaid was included within the definition of Cashflow for that period, and
- (d) any Unused Amount,

but adding back any Unused Amount from the previous period

"Excluded Property" means any leasehold properties now owned by the Company or acquired by the Company after the date of this Debenture the lease of which contains a prohibition against charging, except where consent to charge has been obtained from the relevant landlord

"Existing Facilities" means the credit facilities provided under the Existing Facility Agreement,

"Existing Facility Agreement" means the senior facilities agreement relating to the refinancing of the Group dated 30 November 2004 (as amended) and made between (amongst others) the Parent and Barclays Bank PLC as agent and security agent,

"Facility" means a Term Facility, the Revolving Facility, the Rental Guarantee Facility or an Ancillary Facility,

"Facility A" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(i) of Clause 2.1(*The Facilities*);

"Facility A Loan" means a sterling Loan made or to be made under Facility A or the principal amount outstanding for the time being of that Loan,

"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(ii) of Clause 2.1(*The Facilities*);

"Facility B Loan" means a B1 Euro Loan or a B2 Sterling Loan made or to be made under Facility B or the principal amount outstanding for the time being of that Loan,

"Facility C" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of Clause 2.1 (*The Facilities*),

"Facility C Loan" means a C1 Euro Loan or a C2 Sterling Loan made or to be made under Facility C or the principal amount outstanding for the time being of that Loan,

"Fee Letter" means

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (*Fees*) of the Senior Facilities Agreement, and
- (b) any other agreement setting out fees referred to in Clause 17.5 (*Fees payable in respect of Instruments*) or Clause 17.6 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement;

"Finance Document" means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, any agreement evidencing the Structural Intra-Group Loans, the Loan Note Documents and any agreement evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Parent

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender,

"Financial Quarter" means the period commencing on the day after one Quarter Date and ending on the next Quarter Date

"Group" means the Parent and its Subsidiaries for the time being,

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (*Changes to the Obligors and Security*) of the Senior Facilities Agreement,

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Facility A, Facility B and Facility C in accordance with the Hedging Letter,

"Hedging Letter" means a letter between the Agent and the Parent in the agreed form dated on or before the date of the Senior Facilities Agreement (and executed by the Parent) describing the hedging arrangements entered into or to be entered into in respect of the interest rate liabilities of the Borrowers of the Facility A, Facility B and Facility C under the Senior Facilities Agreement,

"Holdco's" means the Corleone Holdco and the Cicero Holdco

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

"Instrument" means a Letter of Credit or Rental Guarantee,

"Insurance Policy" means together with, but not limited to, those insurance policies set out in Schedule 4 (*Details of Material Insurance Policies*) any policy of insurance in which the Company may from time to time have an interest but excluding any third party liability or public liability insurance and any professional indemnity insurance

"Intellectual Property" means, together with, but not limited to, the trade marks details of which are set out at Schedule 5 (*Details of Trade Marks*) of the Debenture, any patents, trade marks, service marks, designs, business names, copyrights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered and wheresoever created or registered, the benefit of all applications and rights to use such assets and all Related Rights

"Intercreditor Agreement" means the Intercreditor agreement dated on or about 4 April 2007 and made between, amongst others, Corleone Capital Limited as Parent, Barclays Bank PLC as Agent and Security Agent, the Original Obligors, the Senior Lenders, the Original Hedge Counterparty and certain others (all as defined therein)

"Intercompany Loans" means any loan made by the Company to another member of the Group

"Intra-Group Lenders" means each member of the Group or the Propco Group which has made available a loan to an Obligor and which is or at any time becomes a party to the

Intercreditor Agreement or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 21 (*Change of Party*) of the Intercreditor Agreement.

"Intra-Group Liabilities" means the Liabilities owed by any of the Obligor to any of the Intra-Group Lenders (other than the Structural Intra-Group Liabilities)

"Investments" means

- (a) all interests in any stocks, shares, debentures, Cash Equivalent Investments and other securities and certificates of deposit (but not including the Shares nor any shares or other interest in a Permitted Joint Venture),
- (b) all interests in collective investment schemes, and
- (c) all interests in any warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Issuing Bank" means each Lender identified in the Senior Facilities Agreement as an Issuing Bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the "Issuing Bank") **provided that**, in respect of an Instrument issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Instrument,

"Lender" means

- (a) any Original Lender,
- (b) any person referred to in paragraph (b) of the definition of "Acquisition Facility B Lender", and
- (c) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement,

"Letter of Credit" means

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) of the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Issuing Bank acting reasonably, or

- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent and the Issuing Bank each acting reasonably,

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Lender under the Finance Documents (each as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for damages or restitution, and
- (c) any claim as a result of any recovery by any Obligor (as defined in the Intercreditor Agreement) of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings

"Loan" means a Term Loan or a Revolving Facility Loan,

"Loan Note Documents" means any Loan Notes and Loan Note Instruments and any other documents entered into pursuant thereto in accordance with the terms of the Senior Facilities Agreement

"Lucius Acquisition Documents" means the Lucius Acquisition Agreement, the Lucius Disclosure Letter, the Tax Deed of Covenant (as defined in the Lucius Acquisition Agreement) and any other document designated as a "Lucius Acquisition Document" pursuant to the Refinanced Facility Agreements or designated by the Agent and the Parent,

"Lucius Disclosure Letter" has the meaning given to the term "Disclosure Letter" in the Lucius Acquisition Agreement,

"Majority Lenders" means

- (a) (for the purposes of paragraph (a) of Clause 40 1 (*Required consents*) of the Senior Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of the Revolving Facility of any condition in Clause 4 2 (*Further conditions precedent*)) of the Senior Facilities Agreement, a Lender or Lenders whose Available Commitments and Available Ancillary Commitments with respect to the Revolving Facility aggregate more than $66\frac{2}{3}$ per cent. of the Available Facility and aggregate Available Ancillary Commitments with respect to the Revolving Facility, and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}$ per cent of the Total Commitments immediately prior to that reduction),

"Mandatory Prepayment Account" means an interest-bearing account

- (a) held by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent acting reasonably and is consistent with the Security Principles, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time,

"Material Property" means:

- (a) the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Material Property*) of the Debenture,
- (b) any Real Property now or hereafter owned or acquired by the Company with a market value of £1,500,000 (or its equivalent) or greater (but not including until the earlier of (1) the date of disposal of the Company's title interest in any Transfer Property under and pursuant to a Property SPA and (2) the date falling 90 days from the date of the Debenture, the Company's title interest in any Transfer Property), and
- (c) any leasehold property in England and Wales now or hereafter owned or acquired by the Company under or pursuant to the Principal Leases (as defined in the Propco Facility Agreement)

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order, judgment or decree, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Mortgage" means a mortgage or charge in respect of any Material Property located in England and Wales in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture.

"Mortgaged Property" means.

- (a) the property specified in Schedule 4 (*Details of Mortgaged Property*), and
 - (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property (for the avoidance of doubt, not including any landlord's fixtures or fittings),
- and includes all Related Rights

"Obligor" means a Borrower or a Guarantor

"Original Borrowers" means the subsidiaries of the Parent listed in Part I of Schedule I (*The Original Parties*) to the Senior Facilities Agreement as original borrowers together with the Companies

"Original Guarantors" means the subsidiaries of the Parent listed in Part I of Schedule I (*The Original Parties*) to the Senior Facilities Agreement as original guarantors together with the Companies

"Original Hedge Counterparty" means Barclays Bank PLC

"Original Lenders" means Barclays Bank PLC and Mizuho Corporate Bank Ltd,

"Original Obligor" means an Original Borrower or an Original Guarantor,

"Parent" means Corleone Capital Limited.

"Parent Replacement and Accession Letter" means a document substantially in the form set out in Part II of Schedule 6 (*Form of Accession Letter*) of the Senior Facilities Agreement,

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union,

"Party" means a party to the Senior Facilities Agreement,

"Permitted Digital Asset Financing" means any recourse leasing or asset financing where the relevant financier only has recourse against the asset being financed (without having recourse against any other member of the Group) undertaken by a Group member for the acquisition of digital cinema equipment with a financier selected by and in the sole discretion of the Parent pursuant to or under which

- (a) Capital Expenditure on digital cinema equipment is fully funded from either such leasing or financing, new equity of a member of the Group which is ultimately sourced from outside the Group and/or Available Excess Cashflow,
- (b) such leasing or financing does not have a maturity date prior to any Termination Date or is fully amortised from the cash flows of the business or of a special purpose vehicle company incorporated for the purposes of implementing the digital asset financing,
- (c) (only in the event that the financing is for an aggregate amount not exceeding £10,000,000 (or its equivalent)), the ratio of projected cashflow to projected debt service in respect of such leasing or financing is not less than 1.10:1; and
- (d) (in the event that such leasing or financing is for an aggregate amount exceeding £10,000,000 (or its equivalent) and/or any of the conditions set out in paragraphs (a) to (c) above are not satisfied) the consent of the Majority Lenders to such leasing or financing has been obtained,

"Permitted Joint Venture" means

- (a) the Sky Joint Venture; and
- (b) any investment in any Joint Venture where
 - (i) the Joint Venture is incorporated, or established, and carries on its principal business, in the European Union,
 - (ii) the Joint Venture is engaged in a business substantially the same as or ancillary to that carried on by the Group, and
 - (iii) in any financial year of the Parent, the aggregate (the **"Joint Venture Investment"**) of
 - (A) all amounts subscribed for shares in, lent to, or invested in all such Joint Ventures by any member of the Group,
 - (B) the contingent liabilities of any member of the Group under any guarantee given in respect of the liabilities of any such Joint Venture, and
 - (C) the market value of any assets transferred by any member of the Group to any such Joint Venture,

does not exceed in aggregate £20,000,000 (or its equivalent) during the term of the Senior Facilities Agreement,

"Propco Group" means Odeon Property Group LLP and its Subsidiaries from time to time,

"Properties" means all Real Property owned by any member of the Group and any other Real Property acquired by an Obligor after the date of the Senior Facilities Agreement. A reference to a **"Property"** is a reference to any of the Properties;

"Property SPA" means any sale and purchase agreement under which the Company will sell any title interest in a Transfer Property owned by it to a member of the Propco Group substantially in accordance with the Structure Paper

"Quarter Date" means the nearest Thursday to each of 31 March, 30 June, 30 September and 31 December subject to the Parent notifying the Agent within 30 days of the start of the calendar year that any relevant Thursday shall be the next nearest Thursday.

"Real Property" means

- (a) any freehold, leasehold, heritable or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property and owned by the Company,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Refinancing" means the refinancing of the Existing Facilities,

"Related Rights" means, in relation to any asset:

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

"Relevant Period" means each period of 12 months ending on the last day of the Parent's financial year and each period of 12 months ending on the last day of each Financial Quarter of the Parent's financial year

"Reliance Parties" means the Agent, the Arranger, the Security Agent, the Issuing Bank, the Original Lender and any Lender which becomes a Lender by way of novation pursuant to the procedures set out in Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement as part of the primary syndication of the Facilities and such other parties as are agreed by the Parent and the Arranger (in each case acting reasonably),

"Rental Guarantee" means a rental guarantee substantially in the form set out in Schedule 12 (*Form of Rental Guarantee*) of the Senior Facilities Agreement and any letter of credit issued in respect of the Properties located in Germany at Hurth Park, Zoo Plast, Ruhr Park and Saale Park in replacement of rental guarantees previously issued in relation to those Properties,

"Rental Guarantee Facility" means the rental guarantee facility made available under the Senior Facilities Agreement as described in paragraph (a)(v) of Clause 2.1(*The Facilities*),

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Senior Facilities Agreement,

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2.1 (*The Facilities*);

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan,

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"Secured Parties" means the Security Agent, any Receiver or Delegate (as defined in the Intercreditor Agreement), the Senior Facility Agent, the Senior Lenders and the Hedge Counterparties from time to time but, in the case of the Senior Facility Agent, the Senior Lenders and the Hedge Counterparties, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed Creditor Accession Undertaking (as defined in the Intercreditor Agreement) accepted by the Security Agent and the relevant Facility Agent

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

"Security Documents" means

- (a) each of the Transaction Security Documents as defined in the Senior Facilities Agreement,
- (b) any other document entered into at any time by any of the Obligor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of those documents

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 15 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility,

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Facility Agent" means the agent appointed under the Senior Facilities Agreement and any of its permitted successors or assigns

"Senior Facilities Agreement" means the facility agreement dated on or about 4 April 2007 and made between, amongst others, Corleone Capital Limited, Lucius Holdings Limited, Cicero Holdings Limited, Lucius Investments Limited, Cicero Investments Limited, Barclays Bank PLC as Agent and Security Agent, Barclays Capital as Arranger and the Original Lenders as defined therein as amended, varied, novated or supplemented from time to time

"Senior Finance Documents" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent

"Senior Lenders" means each Lender (as defined in and party to the Senior Facilities Agreement), Issuing Bank and Ancillary Lender (as defined in the Intercreditor Agreement)

"Shares" means all of the shares in the capital of each of the companies specified in Schedule 4 (*Details of Shares*) held by, to the order of or on behalf of the Company at any time but excluding any shares in any private unlimited company.

"Specific Contracts" means the Lucius Acquisition Documents (other than the Lucius Disclosure Letter), the Hedging Agreement, the Structural Intra-Group Loans, each Property SPA and each Assignment Agreement

"Standard Security" means a standard security within the meaning of the Conveyancing and Feudal Reform (Scotland) Act 1970 in respect of Material Property situated in Scotland in accordance with Clause 6 (*Further Assurance*) of the Debenture

"Structural Intra-Group Loan" means any loan made by the Parent to a Holdco or to another member of the Group specified in the Structure Paper including, without limitation, any loan notes issued or to be issued to the Parent under any loan note instrument entered into or to be entered into by a Holdco or any other member of the Group as specified in the Structure Paper

"Structure Paper" means the structure paper entitled "Project Malteser – Propco/Opco Tax Structure Paper" dated on or around the date of the Senior Facilities Agreement describing the Refinancing and prepared by KPMG addressed to, and/or capable of being relied upon by, the Reliance Parties (as the same may be amended or supplemented following the Closing Date but only if amended in a manner which has no material adverse effect on a Lender's interest);

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress and excluding any assets acquired as part of a Permitted Digital Asset Financing) and all Related Rights

"Term Facility" means Facility A, Facility B, Facility C, the Acquisition Facility A, the Acquisition Facility B and the Capex Facility,

"Term Loan" means a Facility A Loan, a Facility B Loan, a Facility C Loan, an Acquisition Facility A Loan, an Acquisition Facility B Loan or a Capex Facility Loan,

"Termination Date" means

- (a) in relation to Facility A the day which falls 84 Months after the date of the Senior Facilities Agreement,
- (b) in relation to Facility B the day which falls 96 Months after the date of the Senior Facilities Agreement,

- (c) in relation to Facility C the day which falls 108 Months after the date of the Senior Facilities Agreement,
- (d) in relation to the Acquisition Facility A the day which falls 84 Months after the date of the Senior Facilities Agreement,
- (e) in relation to the Acquisition Facility B the day which falls 84 Months after the date of the Senior Facilities Agreement,
- (f) in relation to the Capex Facility the day which falls 84 Months after the date of the Senior Facilities Agreement, and
- (g) in relation to the Revolving Facility and the Rental Guarantee Facility the day which falls 84 Months after the date of the Senior Facilities Agreement,

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in Part I of Schedule 2 (*Conditions precedent to First Utilisation*) of the Senior Facilities Agreement and any document required to be delivered under paragraph 13 of Part II of Schedule 2 (*Conditions precedent*) of the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,

"Transfer Certificate and Lender Accession Undertaking" means an agreement substantially in the form set out in Schedule 5 (*Form of Transfer Certificate and Lender Accession Undertaking*) of the Senior Facilities Agreement or any other form agreed between the Agent and the Parent;

"Transfer Properties" means the 31 Properties set out at Schedule 19 (*Transfer Properties*) of the Senior Facilities Agreement which may be transferred by certain Obligors to members of the Propco Group and subsequently leased back to either UCI (UK) Limited, ABC Cinemas Limited or Odeon Cinemas Limited in accordance with the reorganisation steps set out in the Structure Paper,

"Utilisation" means a Loan or an Instrument;

"Utilisation Date" means the date on which a Utilisation is made,

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Senior Facilities Agreement,

"Working Capital" means on any date Current Assets less Current Liabilities

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE

All the Liabilities and all other present and future obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents (the "**Secured Obligations**")

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Company charged with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations by way of legal mortgage all the Company's right, title and interest from time to time in the Mortgaged Property

SCHEDULE 4

DETAILS OF MORTGAGED PROPERTY

Lease Details	Description of Property
1 Lease of the date hereof and made between (1) Odeon Derby Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	Meteor Centre, Mansfield Road, Derby, Derbyshire
2 Lease of the date hereof and made between (1) Odeon Dudley Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	Cinema Building at Merry Hill Centre, Dudley, West Midlands
3 Lease of the date hereof and made between (1) Odeon Tamworth Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	Land at Bolebridge Street, Tamworth, Staffordshire
4 Lease of the date hereof and made between (1) Odeon Preston Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	Site 4C Riversway, Preston, Lancashire
5 Lease of the date hereof and made between (1) Odeon Huddersfield Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	UCI Cinema, Alfred McAlpine Stadium, Bradley Mills Road, Huddersfield, West Yorkshire
6 Lease of the date hereof and made between (1) Odeon Telford Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	UCI Cinema, Telford
7 Lease of the date hereof and made between (1) Odeon Warrington Limited and (2) United Cinemas International (UK) Limited and (3) Cicero Holdings Limited	Cinema premises adjoining Westbrook Centre, Warrington, Cheshire
8 Lease of the date hereof and made between (1) Odeon Lee Valley Limited and (2) United International (UK) Cinemas Limited and (3) Cicero Holdings	Lee Valley Multiscreen Cinema, Meridian Way, Edmonton, London N9

Lease Details	Description of Property
Limited	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01732125

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 5th APRIL 2007 AND CREATED BY UNITED CINEMAS INTERNATIONAL (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY SECURED PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th APRIL 2007.

LICMm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES