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COMPANIES FORM No. 395

81/COO400107

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

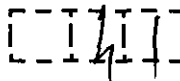
CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01854132

Name of company

* Odeon Cinemas Limited (the "Company")

Date of creation of the charge

3 December 2004

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

A mortgage dated 3 December 2004 (the "Mortgage") granted by the Company in favour of Barclays Bank PLC as security agent (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, England.

Postcode E14 4BB

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

(Via CH London Counter)

Time critical reference

FXW/B4624/01168/MC

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0220
14/12/04

Short particulars of all the property mortgaged or charged

See Schedule 3 for short particulars of all property mortgaged or charge.
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 14/12/04

On behalf of [company] [mortgaged/chargee]

A fee of £10 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 situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to 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 Odeon Cinemas Limited
(Company No: 01854132) dated 3 December 2004**

SCHEDULE 1

DEFINITIONS

In this Form 395:

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

"Acquisition Agreements" means the Corleone Acquisition Agreement and the Cicero Acquisition Agreement.

"Acquisition Documents" means the Corleone Acquisition Documents and the Cicero Acquisition Documents.

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

"Acquisition Facility Accession Letter" means a letter delivered pursuant to Clause 2.1 (*The Acquisition Facility*) of the Senior Facilities Agreement.

"Acquisition Facility Lender" means any:

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

"Acquisition Facility Euro Loan" means a euro loan made or to be made under the Acquisition Facility or the principal amount outstanding for the time being of that Acquisition Facility Loan.

"Acquisition Facility Loan" means an Acquisition Facility Euro Loan or an Acquisition Facility Sterling Loan.

"Acquisition Facility Sterling Loan" means a sterling denominated loan made or to be made under the Acquisition Facility or the principal amount outstanding for the time being of that or the Acquisition Facility Loan.

"Acquisitions" means the Corleone Acquisition and the Cicero Acquisition.

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 30 (*Changes to the Obligors*) 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.

"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.

"Arranger" means Barclays Capital.

"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.

"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.

"C 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 C Sterling Loan.

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Closing Date" means the date of the first Utilisation.

"CIC (UK)" means Cinema International Corporation (UK) Limited, a private limited company incorporated in England and Wales with registered number 997590.

"Cicero Acquisition" means the acquisition by Cicero Acquisitions Limited of the Cicero Target Shares and the Cicero Debt Securities on the terms of the Cicero Acquisition Documents.

"Cicero Acquisition Agreement" means the sale and purchase agreement in the agreed form dated on or about 27 August 2004 relating to the sale and purchase of the Cicero Target

Shares and the Cicero Debt Securities and made between (amongst others) Cicero Acquisitions Limited and the Cicero Vendor.

"Cicero Acquisition Documents" means the Cicero Acquisition Agreement, the Cicero Offer Letter and any other document designated as a "Cicero Acquisition Document" by the Agent and the Parent.

"Cicero Acquisitions Limited" means Cicero Acquisitions Limited, a private limited company incorporated in England and Wales with registered number 5188770.

"Cicero Debt Securities" has the meaning given to the term "Debt Securities" in the Cicero Acquisition Agreement.

"Cicero Disclosure Letter" has the meaning given to "Disclosure Letter" in the Cicero Acquisition Agreement.

"Cicero Holdco" means Cicero Holdings Limited, a private limited company with registration number 5188771.

"Cicero Offer" means the offer by Cicero Acquisitions Limited to the Cicero Vendor to acquire the entire issued share capital of the Cicero Target.

"Cicero Offer Letter" means the offer letter from Cicero Acquisitions Limited to the Cicero Vendor relating to the Cicero Offer.

"Cicero Target" means Odeon Equity Co Limited, a private limited company incorporated in England and Wales with registered number 4676572.

"Cicero Target Shares" means all of the shares of Cicero Target and each of the Cicero Target Subsidiaries and all warrants and options in respect of the share capital of Cicero Target and each of the Cicero Target Subsidiaries.

"Cicero Target Subsidiaries" means those Subsidiaries of the Cicero Target the shares in which were acquired in accordance with the terms of the Cicero Acquisition Agreement.

"Cicero Vendor" means each of the Ordinary Shareholders, the A Ordinary Shareholders, the Loan Note Holders and the DDB Holders (as each such term is defined in the Cicero Acquisition Agreement) (whether acting individually or together).

"Completion" means the completion of either Acquisition in accordance with clause 5 of the relevant Acquisition Agreement.

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

"Corleone Acquisition" means the acquisition by Corleone Acquisitions Limited of the Corleone Target Shares and the Corleone Shareholder Loans on the terms of the Corleone Acquisition Documents.

"Corleone Acquisition Agreement" means the sale and purchase agreement in the agreed form dated 27 August 2004 relating to the sale and purchase of the Corleone Target Shares and the Corleone Shareholder Loans and made between (amongst others) Corleone Acquisitions Limited and the Corleone Vendors.

"Corleone Acquisition Documents" means the Corleone Acquisition Agreement, the Corleone Disclosure Letter, the Tax Deed of Covenant (as defined in the Corleone Acquisition Agreement) and any other document designated as a "Corleone Acquisition Document" by the Agent and the Parent.

"Corleone Acquisitions Limited" means Corleone Acquisitions Limited, a private limited Company incorporated in England and Wales with registered number 5024234.

"Corleone Disclosure Letter" has the meaning given to the term "Disclosure Letter" in the Corleone Acquisition Agreement.

"Corleone Holdco" means Corleone Holdings Limited, a private limited company with registration number 5024239.

"Corleone Shareholder Loans" means the Shareholder Loans as defined in the Corleone Acquisition Agreement.

"Corleone Target" means each of UCI Multiplex B.V., CIC (UK), Spanish TradingCo and Portuguese TradingCo.

"Corleone Target Shares" means all of the shares of each Corleone Target and each of the Corleone Target Subsidiaries and all warrants and options in respect of the share capital of Corleone Target and each of the Corleone Target Subsidiaries.

"Corleone Target Subsidiaries" means those Subsidiaries of the Corleone Target the shares in which were acquired in accordance with the terms of the Corleone Acquisition Agreement.

"Corleone Vendors" means each of:

- (c) Universal Studios Holding III Corp., a company incorporated in Delaware, United States of America whose registered office is at 88 Third Avenue, New York, New York 10022;
- (d) Viacom International (Netherlands) B.V., a company incorporated in The Netherlands whose registered office is at Naritaweg 207, 1043 CB Amsterdam; and
- (e) Cinema International Corporation N.V., a company incorporated in The Netherlands whose registered office is at Naritaweg 207, 1043 CB Amsterdam.

"Creditor Accession Undertaking" means:

- (a) in relation to a Senior Lender, a Transfer Certificate and Lender Accession Undertaking or Acquisition Facility 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 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.

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

"Disclosure Letter" means each of the Corleone Disclosure Letter and the Cicero Disclosure Letter.

"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*) of the Senior Facilities Agreement.

"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 Agent" means Barclays Bank PLC.

"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*) of the Senior Facilities Agreement.

"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*) of the Senior Facilities Agreement.

"Facility C Loan" means a C 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 17.3 (*Fees payable in respect of Instruments*) or Clause 17.4 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement.

"Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Acquisition Facility 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.

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

"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.

"Hedge Counterparties" means the Original Hedge Counterparty, together with each other Senior Lender or an Affiliate of a Senior Lender which becomes a party to the Intercreditor Agreement in accordance with the terms of Clause 4 (*Hedge Counterparties: Rights and Obligations*) or Clause 21.4 (*Change of Hedge Counterparty*) 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 Term Facilities in accordance with the Hedging Letter.

"Hedging Letter" has the meaning given to that term in Part 1 of Schedule 2 (*Conditions Precedent*) of 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.

"Intercreditor Agreement" means the intercreditor agreement dated 30 November 2004 and made between the Parent, the other Obligors, the Security Agent, the Agent, the Arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Loan Note Holders, the Investors and the borrowers and lenders of Structural Intra-Group Loans and certain others.

"Intra-Group Lenders" means each member of the Group which has made available a loan to an Obligor and which is a party to the Intercreditor Agreement or which becomes a party as an Intra-Group Lender in accordance with the terms of the Intercreditor Agreement.

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

"Investors" mean the Original Investors and their or any subsequent successors or assigns or transferees.

"Issuing Bank" means Barclays Bank PLC 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 Senior

Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Instrument.

"Lender" as defined in the Senior Facilities Agreement means:

- (a) any Original Lender;
- (b) any person referred to in paragraph (b) of the definition of "Acquisition Facility Lender" in the Senior Facilities Agreement; 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 to the Senior Facilities Agreement in accordance with the terms of that 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 or Loan Note Holder under the Finance Documents, 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 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 Notes" means any unsecured subordinated zero coupon notes entered into in September 2004 or October 2004 issued by the Parent in agreed form and, in the agreed amounts and any further notes on identical terms issued or to be issued by the Parent, maturing during 2015 pursuant to the relevant Loan Note Instrument.

"Loan Note Holders" means the holders of any Loan Notes from time to time.

"Loan Note Instruments" means the zero coupon unsecured subordinated note subscription commitment facility agreements and the related deeds of covenant in agreed form pursuant to which the Loan Notes are constituted.

"Mortgaged Property" means:

- (a) the property specified in Schedule 4 (*Details of Mortgaged Property*) to this Form 395; 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 each Original Obligor and any subsidiary of the Parent which becomes a Party as an Obligor in accordance with the terms of Clause 21 (*Change of Party*) of the Intercreditor Agreement.

"Original Borrowers" means the companies listed in Part I of Schedule 1 (*The Original Parties*) to the Senior Facilities Agreement as original borrowers.

"Original Guarantor" means the companies listed in Part I of Schedule 1 (*The Original Parties*) to the Senior Facilities Agreement as original guarantors.

"Original Hedge Counterparty" means Barclays Bank PLC.

"Original Investors" means each of Terra Firma Capital Partners II, L.P.-A, Terra Firma Capital Partners II, L.P.-B, Terra Firma Capital Partners II, L.P.-C, Terra Firma Capital Partners II, L.P.-D, Terra Firma Capital Partners II, L.P.-E, Terra Firma Capital Partners II, L.P.-F, in each case acting through Terra Firma as general partner.

"Original Lenders" means Barclays Bank PLC.

"Original Obligors" means an Original Borrower or an Original Guarantor.

"Parent" means Corleone Capital Limited, a private limited company incorporated in England and Wales with registration number 05194610.

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

"Portuguese TradingCo" means Cinema International Corporation, Lda., a company incorporated in Portugal and registered in the Commercial Registry department of Lisbon under number 19,111.

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

"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.

"Rental Guarantee" means a rental guarantee substantially in the form set out in Schedule 12 (*Form of Rental Guarantee*) to the Senior Facilities Agreement and any letter of credit treated as a Rental Guarantee pursuant to Clause 6.7 (*Replacement of Rental Guarantees*) of the Senior Facilities Agreement.

"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*) of the Senior Facilities Agreement.

"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 Parties" means the Security Agent, any Receiver or Delegate, the Facility Agent and the Senior Creditors from time to time but, in the case of the Facility Agent or Senior Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed Creditor Accession Undertaking accepted by the Security Agent and the relevant Facility Agent.

"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.

"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 Agent" means Barclays Bank PLC.

"Security Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligors 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*) of the Senior Facilities Agreement 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 Facilities Agreement" means the facility agreement dated 30 November 2004 made between, amongst others, the Parent, the Holdco's, Cicero Investments Limited, Corleone Investments Limited, Barclays Capital as mandated lead arranger, Barclays Bank PLC as agent, security agent and trustee, and the Original Borrowers and Original Guarantors as defined therein.

"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender.

"Spanish Acquisition Facility" means the acquisition term loan facility made available under the Senior Facilities Agreement and described in paragraph (a)(vii) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"Spanish Acquisition Facility Loan" means a loan made or to be made in euro under the Spanish Acquisition Facility or the principal amount outstanding for the time being of that loan.

"Spanish TradingCo" means Cinesa - Compañía De Iniciativas y Espectáculos S.A., a company incorporated in Spain whose registered office is at Floridablanca 135, 08011 Barcelona.

"Structural Intra-Group Lenders" means the Parent as the maker of a Structural Intra-Group Loan.

"Structural Intra-Group Liabilities" means all Liabilities owed to any Structural Intra-Group Lender under any Structural Intra-Group Loan.

"Structural Intra-Group Loans" means any loans made by the Parent to a Holdco or to another member of the Group specified in the Structure Memoranda 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 Memoranda.

"Structure Memoranda" means:

- (a) the structure paper entitled Project Popcorn Steps Paper and dated 26 August 2004 describing the Corleone Group and the Corleone Acquisition and prepared by KPMG, together with any addendum in the agreed form and addressed to, and/or capable of being relied upon by, the Reliance Parties; and
- (b) the structure paper entitled Project Flake Steps Paper and dated 1 September 2004 describing the Cicero Group and the Cicero Acquisition and prepared by KPMG, together with any addendum in the agreed form and addressed to, and/or capable of being relied upon by, the Reliance Parties.

"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.

"Targets" means the Corleone Target and the Cicero Target.

"Term Facility" means Facility A, Facility B, Facility C, the Acquisition Facility and the Spanish Acquisition Facility.

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

"Transaction Security" means the Security created or expressed to be created under or pursuant to the Security Documents.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in Part III of Schedule 2 (*Conditions Precedent to First Utilisation*) to the Senior Facilities Agreement and any document required to be delivered under paragraph 12 of Part II of Schedule 2 (*Conditions Precedent to First Utilisation*) to 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 (as defined in the Senior Facilities Agreement).

"UCI Multiplex B.V.", means United Cinemas International Multiplex B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) at Amsterdam, The Netherlands, and its registered office at Amsteldijk 166, 1079 LH Amsterdam, The Netherlands, and registered with the Chamber of Commerce and Industry for Amsterdam (*Kamer van Koophandel en Fabrieken voor Amsterdam*), The Netherlands, under number 33189272.

"Utilisation" means a Loan or an Instrument.

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

"Vendors" means the Cicero Vendors and the Corleone Vendors.

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

Location	Description of Property	Title Number/Document of Title
Barnet	The Odeon Cinema, Great North Road, Underhill, Barnet	NGL222893
Barnsley	Odeon Theatre Eldon Street, Barnsley	SYK247550
Birmingham	The Odeon Theatre, New Street, Birmingham, West Midlands	WM421159
Bournemouth (Gaumont)	Odeon Cinema (formerly Gaumont Cinema) and 37 and 43 Westover Road, Bournemouth	HP36811
Brighton	Odeon Cinema, Kingswest Centre, West Street, Brighton, East Sussex	SX132823, SX132824, SX132825 and ESX195520
Bristol	Odeon Cinema, Broadmead, Bristol	AV172842
Bromley	Odeon Cinema 242 High Street, Bromley	SGL136147
Chelmsford	3-4 Moulsham Street, Chelmsford and cinema premises near Baddow Road, Cheltenham	EX587118 and EX632377
Cheltenham	Odeon Cinema, Winchcombe Street, Cheltenham	GR98210
Chester	Odeon Cinema and 1 to 5 Odeon Buildings, Northgate Street, Chester	CH83612
Doncaster	"Gaumont Cinema" 35 and 36 Hall Gate, Doncaster	SYK247551

Location	Description of Property	Title Number/Document of Title
Exeter	Odeon Theatre, Sid Street, Exeter	DN124619
Finchley Road, London	Odeon Theatre, Finchley Road, London	LN28790
Harlow	Cinematograph Theatre lying to the north of West Gate, Harlow	EX62292
Harrogate	Odeon Cinema, East Parade, Harrogate, North Yorkshire	NYK233514
Hemel Hempstead	Odeon Cinema being part of the Jarman Fields Leisure Centre, Hemel Hempstead	HD381825
Holloway Road, London	Odeon Cinema (formerly known as Gaumont Cinema), Holloway Road, London	NGL241436
Ipswich	10 St Margaret's Street, Ipswich	SK98765
Kensington High Street, London	The Odeon Cinema, Kensington High Street, London	LN49012
Kingston Upon Hull	Odeon Cinema, Kingston Park, Kingston Street, Kingston Upon Hull	HS185766
Leicester Square (Odeon)	Odeon Cinema, Leicester Square, London W1	LN27260
Leicester Square (West End)	Leicester Square Theatre, Leicester Square, 33 Orange Street and 7 St. Martin's Street, London	44298

Location	Description of Property	Title Number/Document of Title
Liverpool (London Road)	Odeon Theatre, London Road, Liverpool	LA332586 / Lease dated 10 November 1931 made between the Lord Mayor Alderman and Citizens of the City of Liverpool and Shaftesbury Trust Limited with term from 10th Nov 1931 and thereafter from year to year until the Lease shall be determined as therein provided
Marble Arch, London	Odeon Cinema Marble Arch, London	NGL82676
Muswell Hill	Odeon Cinema Muswell Hill, 107-143 Muswell Hill Road, Muswell Hill, Hornsey	MX72442
Portsmouth	Odeon Theatre, 92 - 96 (Even) London Road, Portsmouth	HP387749
Richmond (Hill Street)	(1) Odeon Cinema and car park, Hill Street and 74 Hill Street, Richmond-upon-Thames, Surrey; and (2) the common parts at 56 to 68 (even) Hill Street, Richmond-upon-Thames, Surrey	SY46409 and SGL505335
Richmond (Red Lion Street)	6 Red Lion Street, Richmond-upon-Thames	SGL3085
Salisbury	Odeon Cinema, New Canal and 26 Catherine Street, Salisbury	WT6602
Streatham High Road, London	Odeon Cinema, 47 - 49 Streatham High Road, London SW16 1PW	398746
Sutton Coldfield	Odeon Cinema, Birmingham Road, Sutton Coldfield	WK182300

Location	Description of Property	Title Number/Document of Title
Taunton	Odeon Cinema, Heron Gate, Riverside, Taunton, Somerset	ST107829
Weston-Super-Mare	The Odeon Theatre, Locking Road, Weston-Super-Mare	AV178518
Worcester	Odeon Cinema, Foregate Street, Worcester	WR1171
York	The Odeon Theatre, Blossom Street, York	NYK50922

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01854132

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 3rd DECEMBER 2004 AND CREATED BY ODEON CINEMAS LIMITED FOR SECURING ALL LIABILITIES 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 14th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —