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COMPANIES FORM No. 395

Particulars of a mortgage or charge

AC 004000107/10

395

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3]

5186518

Name of company

* Cicero Investments 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 debenture dated 3 December 2004 (the "Debenture") granted by the Company to 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 Debenture.
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):

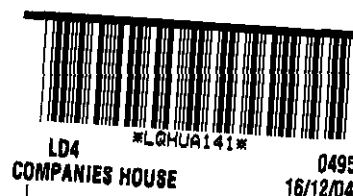
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Via CH London Counter

Time critical reference

VAU/B4624/01168/MC

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

See Schedule 3 for short particulars of all property 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 Cliffed Chance LLP

Date 16/12/04

On behalf of [~~company~~] [~~mortgagee~~]/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 Debenture entered into by

Cicero Investments Limited

(Company No: 5186518) dated 3 December 2004

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.

"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 Commitment" means:

- (a) in relation to an Acquisition Facility Lender, the amount in the Base Currency which it agrees to make available under Clause 4.5 (*The Acquisition Facility*) the Senior Facilities Agreement and the amount of any other Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under 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 hereto pursuant to Clause 4.5 (*The Acquisition Facility*) of the Senior Facilities Agreement.

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

"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 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.

"Additional Guarantor" means a company which becomes a Guarantor 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 as agent of the other Finance Parties.

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"Ancillary Commitment" means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum Base Currency Amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement, to the extent that amount is not cancelled or reduced under the Senior Facilities Agreement or the Ancillary Documents relating to that 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 Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) 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:

- (a) 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);
- (b) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility; and
- (c) 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.

"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:

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

"Availability Period" means:

- (a) in relation to Facility A, Facility B and Facility C, the period from and including the date of the Senior Facilities Agreement to and including the date falling 14 days after the date of the Senior Facilities Agreement;
- (b) in relation to the Revolving Facility, the period from and including the date of the Senior Facilities Agreement to and including the date falling 1 Month prior to the Termination Date of the Revolving Facility;
- (c) in relation to the Acquisition Facility, the period from and including the date of the Senior Facilities Agreement to and including the date falling 12 Months after the date of this agreement; and
- (d) in relation to the Spanish Acquisition Facility, the period from and including the date of the Senior Facilities Agreement to and including the date falling 12 months after the date of the Senior Facilities Agreement.

"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" means sterling.

"Base Currency Amount" means:

- (a) in relation to a Utilisation other than in respect of a B1 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 or a Rental Guarantee, the amount specified in Part III of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement 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 Facilities 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 Facilities 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.

"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.

"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).

"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.

"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 Company" means Cicero Investments Limited.

"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 Group" means the Cicero Holdco and its Subsidiaries for the time being.

"Cicero Holdco" means Cicero Holdings Limited.

"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 Group" means Cicero Target and Cicero Target's Subsidiaries.

"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).

"Commitment" means a Facility A Commitment, or Facility B Commitment, or Facility C Commitment or an Acquisition Facility Commitment or a Spanish Acquisition Facility Commitment or a Revolving Facility Commitment or a Rental Guarantee Facility Commitment.

"Companies" means the Corleone Company and the Cicero Company.

"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 Company" means Corleone Investments Limited.

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

"Corleone Group" means the Corleone Holdco and its subsidiaries for the time being.

"Corleone Holdco" means Corleone Hodlings Limited.

"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 Group" means each Corleone Target and each of the Corleone Target Subsidiaries.

"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:

- (a) 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;
- (b) Viacom International (Netherlands) B.V., a company incorporated in The Netherlands whose registered office is at Naritaweg 207, 1043 CB Amsterdam; and

- (c) 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.

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

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

"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*) of the Debenture.

"Enforcement Event" means the occurrence of an Event of Default which has resulted in a notice being served by the Facility Agent under Clause 28.18 (*Acceleration*) of the Senior Facilities Agreement.

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

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

"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*) of the Senior Facilities Agreement.

"Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facility Agreement and the amount of any other Facility A Commitment transferred to it under the Senior Facilities Agreement; and

- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under 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 the Senior Facility Agent.

"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 Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under 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 Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any Facility C Commitment transferred to it under the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility C Commitment transferred to it under the Senior Facilities Agreement, to the extent

not cancelled, reduced or transferred by it under 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 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.

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

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

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

- (a) held by a member of the Group with a bank or financial institution approved by the Agent;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent acting reasonably and is consistent with the Security Principles,

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

"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 those insurance policies set out in Schedule 4 of the Debenture 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 in Schedule 5 (*Trade Marks*) to the Debenture, any patents, trade marks, service marks, designs, business names, copyrights, design rights, 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.

"Intercompany Loans" means any loan made by the Company to another member of the Group including, but not limited to, those loans set out in Schedule 5 (*Details of Intercompany Loans*).

"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 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 Obligors 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),
- (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).

"Investors" means the investors listed in Schedule 5 (*The Investors*) of the Intercreditor Agreement and any of their subsequent successors or assigns or transferees.

"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 the Senior Lenders, the Hedge Counterparties, the Intra-Group Lenders and the Structural Intra-Group Lenders.

"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 Agent and the Issuing Bank each 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 (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 Holders" means the holders of any Loan Notes from time to time, being the institutions listed in Schedule 2 (*The Loan Noteholders*) of the Intercreditor Agreement.

"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 Documents" means the Loan Notes and Loan Note Instruments in agreed form and any other documents entered into pursuant to any of them.

"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.

"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 (other than a Utilisation on the Closing Date) 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; and
- (b) any Real Property now or hereafter owned or acquired by the Company with a market value of £500,000 or greater.

"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.

"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.

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

"Parent" means Corleone Capital Limited.

"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.

"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.

"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 that freehold, heritable, leasehold or immovable property.

"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.

"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 or 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*) and any letter of credit treated as a Rental Guarantee pursuant to Clause 6.7 (*Replacement of Rental Guarantees*) of the Senior Facilities Agreement.

"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*) of that agreement.

"Rental Guarantee Facility Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Rental Guarantee Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Rental Guarantee Facility Commitment transferred to it under the Senior Facilities Agreement; and

- (b) in relation to any other Lender, the amount in the Base Currency of any Rental Guarantee Facility Commitment transferred to it under the Senior Facilities Agreement,

to the extent not transferred by it, cancelled or reduced under 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 Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Senior Facilities Agreement; and

- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement,

to the extent not transferred by it, cancelled or reduced under 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.

"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 as agent and trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement, and shall include any person for the time being appointed as Security Agent or as an additional Security Agent for the purpose of, and in accordance with, the Intercreditor Agreement.

"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.

"Security Principles" means the agreed security principles as set out in Schedule 13 (*Security Principles*) of the Senior Facilities Agreement.

"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 Facilities Agreement" means the facility agreement dated 30 November 2004 and made between, amongst others, the Parent and certain subsidiaries of the Parent, Barclays Capital as mandated lead arranger, the Senior Facility Agent and the Senior Lenders.

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

"Senior Finance Documents" 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.

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

"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.

"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 Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Spanish Acquisition Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement and the amount of any other Spanish Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Spanish Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under 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.

"Specific Contracts" means the Acquisition Documents, the Hedging Agreement, the Structural Intra-Group Loans and the Intercompany Loans.

"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.

"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.

"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 all Related Rights.

"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

"TARGET Day" means any day on which TARGET is open for the settlement of payments in euro.

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

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

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

"Term" means each period determined under the Senior Facilities Agreement for which the Issuing Bank is under a liability under an Instrument.

"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.

"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 the day which falls 84 Months after the date of the Senior Facilities Agreement;
- (e) in relation to the Spanish Acquisition Facility the day which falls 84 Months after the date of the Senior Facilities Agreement; and
- (f) 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.

"Total Acquisition Facility Commitments" means the aggregate of the Acquisition Facility Commitments pursuant to Clause 4.5 (*The Acquisition Facility*) of the Senior Facility Agreement.

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments, the Total Facility C Commitments, the Total Acquisition Facility Commitments, the Total Spanish Acquisition Facility Commitments, the Total Revolving Facility Commitments and the Total Rental Guarantee Facility Commitments at the date of the Senior Facilities Agreement.

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £110,000,000 at the date of the Senior Facilities Agreement.

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being £110,000,000 at the date of the Senior Facilities Agreement.

"Total Facility C Commitments" means the aggregate of the Facility C Commitments, being £110,000,000 at the date of the Senior Facilities Agreement.

"Total Rental Guarantee Facility Commitments" means the aggregate of the Rental Guarantee Facility Commitments, being £118,566,433.60 at the date of the Senior Facilities Agreement.

"Total Revolving Facility Commitments" means the aggregate of the Revolving Facility Commitments, being £45,000,000 at the date of the Senior Facilities Agreement.

"Total Spanish Acquisition Facility Commitments" means the aggregate of the Spanish Acquisition Facility Commitments being £17,500,000 as at the date of the Senior Facilities Agreement.

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction 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*) of 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*) 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 Obligor 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.

"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 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.

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

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company covenanted with the Security Agent as agent and trustee for the Secured Parties that it shall on demand of the Security Agent discharge each of the Secured Obligations and pay to the Security Agent when due and payable each sum then or thereafter owing, due or incurred by the Company in respect of the Secured Obligations in the manner provided for under the Finance Documents (as defined in the Intercreditor Agreement), provided that neither such covenant nor the security constituted by the Debenture or any Mortgage or Standard Security shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

SCHEDULE 3
SHORT PARTICULARS OF ALL PROPERTY CHARGED

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

In the Debenture, the Company has charged with full title guarantee in favour of the Security Agent as agent and trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as such fixed charge relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:

- 1.1.1 the Material Property other than the Excluded Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
- 1.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights; and
- 1.1.9 any other contract or agreement to which the Company is a party (other than the Specific Contracts) and all Related Rights.

1.2 Assignments

In the Debenture, the Company has assigned with full title guarantee to the Security Agent as agent and trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets:

- 1.2.1 the proceeds of any Insurance Policy and all Related Rights;
- 1.2.2 all rights and claims in relation to any Assigned Account; and
- 1.2.3 each of the Specific Contracts; and
- 1.2.4 the Domain Names,

provided that, prior to the occurrence of an Enforcement Event, the Company may continue to deal with the counterparties to any Insurance Policy or Specific Contract and the relevant registrar in respect of the Domain Names.

1.3 Additional Assignment relating to Material Property

In the Debenture, the Company has assigned with full title guarantee to the Security Agent as agent and trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets:

1.3.1 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Agent to perfect its rights thereunder or under the Mortgage) entered into by or given to the Company in respect of the Material Property including all:

- (a) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to); and
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Material Property.

1.4 Floating Charge

1.4.1 In the Debenture, the Company has charged with full title guarantee in favour of the Security Agent as agent and trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, wherever situated, other than any asset which is situated in England and Wales and which is validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales in favour of the Security Agent as security for the Secured Obligations.

1.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.4 (*Floating Charge*) of the Debenture.

2. FURTHER ASSURANCES

The Debenture contains covenants for further assurances.

3. NEGATIVE PLEDGE

The Debenture contains a negative pledge.

SCHEDULE 4
DETAILS OF SHARES

Name of company	Company number
Cicero Acquisitions Limited	5188770

SCHEDULE 5
DETAILS OF INTERCOMPANY LOANS

1. Each of the unsecured subordinated zero coupon notes issued pursuant to a zero coupon unsecured subordinated note subscription commitment facility agreement entered into between Cicero Acquisition Limited and the Company.
2. The subordinated loan agreement entered into between the Company and Cicero Acquisition Limited

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05186518

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd DECEMBER 2004 AND CREATED BY CICERO INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ANY OBLIGOR TO BARCLAYS BANK PLC (THE SECURITY AGENT AS AGENT AND TRUSTEE FOR THE SECURED PARTIES), THE LOAN NOTE HOLDER AND ANY LENDER 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 DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2004.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

*LC
Paw*