

**Declaration of satisfaction
in full or in part
of mortgage or charge**

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use Company number

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

21

01854132

Name of company

* Odeon Cinemas Limited

* Insert full name
of company

I, Richard Segal

of 16 Spencer Drive, London N2 0QX, England

† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company,

do solemnly and sincerely declare that the debt for which the charge described below was given

has been paid or satisfied in **[full]**~~[part]~~†

Date and Description of charge ‡ Borrower Debenture dated 16 December 2002

Date of Registration § 2 January 2003

Name and address of ~~chargee~~ [trustee for the debenture holders]

The Bank of New York, London Branch
One Canada Square, 48th Floor
London E14 5AL

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ¶

See Attachment 1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835.

Declared at

Declarant to sign below

¶ Insert brief
details of
property

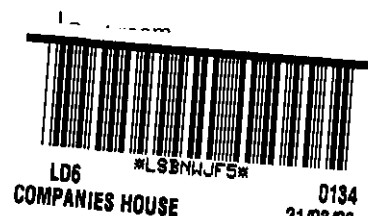
Day Month Year
on 07 03 21 03

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name, address and
reference (if any):
FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

For official use
Mortgage section



Form 403A: Attachment 1

- (1) By way of first fixed security, all of Odeon Cinemas' right, title, interest and benefit, present and future, in, to and under:

- (a) the Intercompany Loan Agreement;
- (b) the Account Banks and Cash Management Agreement;
- (c) each Subordinated Loan Agreement to which it is a party;
- (d) the Note Purchase Agreement;
- (e) the Working Capital Facility; and
- (f) the Framework Deed,

including, without limitation, all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

- (2) (a) by way of first legal mortgage all of its right, title, interest and benefit, present and future, in and to the freehold and leasehold properties set out in Attachment 2; and (b) by way of first fixed charge all of its right, title, interest and benefit, present and future, in and to any other freehold or leasehold property in the United Kingdom (other than any heritable or leasehold property in Scotland) belonging to it; in each case, together with all buildings and fixtures thereon and the benefit of all covenants given to them in respect thereof and all licences to enter upon or use the land and the benefit of all other agreements relating to the land;
- (3) by way of first fixed security all of its right, title, interest and benefit, present and future, in, to and under the Material Contracts including, without limitation, all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder from time to time, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;
- (4) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to any plant, machinery, office equipment, computers, vehicles and other chattels (excluding stock in trade and work in progress and any such assets in Scotland) owned by it and any related rights in respect thereof;

- (5) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to all moneys now or at any time hereafter standing to the credit of:
- (a) the Transaction Reserve Account;
 - (b) the Borrower Disposal Proceeds Account;
 - (c) the Capex Reserve Account;
 - (d) the Substitution Disposal Proceeds Account;
 - (e) the Forward Commitment Account;
 - (f) the WCF Account; and
 - (g) any other account which it may at any time hereafter open or hold an interest in (other than, for the avoidance of doubt the Borrower Operating Account, which shall be subject only to the security described in paragraph (12) below,

together with all interest accruing from time to time thereon and the debts represented thereby;

- (6) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to its all of its book debts and monetary claims (other than those governed by Scots law) and which are not otherwise subject to a fixed charge or assignment pursuant to Clause 3 of the Borrower Debenture;
- (7) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to its goodwill;
- (8) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to its uncalled capital;
- (9) by way of first fixed security, all of its right, title, interest and benefit, present and future, in and to the Eligible Investments to be made by it from time to time using moneys standing to the credit of any of the Specific Accounts and all moneys, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies for enforcing the same;
- (10) by way of first fixed security all of its right, title, interest and benefit, present and future, in and to the Insurance Policies and, subject to Clause 17.1(d) of the Intercompany Loan Agreement, all rights and claims to which it is or may hereafter become entitled in relation to the proceeds of such Insurance Policies to the extent that such proceeds arise from insurance against any loss relating to or in connection with a Mortgaged Property then owned by it; and
- (11) by way of first floating charge, (a) the whole of its undertaking other than Jersey situs assets and all of its property and assets whatsoever and

wheresoever, present and future, including without limitation its uncalled capital, other than any property or assets from time to time or for the time being effectively charged by way of the fixed charges or otherwise effectively assigned as security in the manner described in paragraphs (1) to (10) (inclusive) above and (b) notwithstanding the foregoing, the whole of its undertaking, property and assets located in Scotland or otherwise governed by Scots law.

Form 403A: Attachment 2

**FREEHOLD AND LEASEHOLD PROPERTY IN ENGLAND AND WALES
SUBJECT TO A FIRST LEGAL MORTGAGE**

FREEHOLD

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chagor</i>
1.	Barnsley	62-68 Eldon Street, Barnsley, Yorkshire S70 2JI	SYK247550	Odeon Cinemas Limited
2.	Bournemouth (Odeon)	Westover Road, Bournemouth, Dorset BH1 2BZ	HP36811	Odeon Cinemas Limited
3.	Cheltenham	Winchcombe Street, Cheltenham, Gloucestershire GL52 2NE	GR98210	Odeon Cinemas Limited
4.	Chester	Northgate Street, Cheshire CH1 2HQ	CH83612	Odeon Cinemas Limited
5.	Doncaster	Hallgate, South Yorkshire DN1 3NL	SYK247551	Odeon Cinemas Limited
6.	Exeter	Sidwell Street, Exeter, Devon EX4 6PL	DN124619	Odeon Cinemas Limited
7.	Harrogate	East Parade, Harrogate, North Yorkshire HG1 5CB	NYK233514	Odeon Cinemas Limited
8.	Holloway	417/427 Holloway Road, Holloway N7 6LJ	NGL241436	Odeon Cinemas Limited
9.	Ipswich	10 St Margarets Street, Ipswich, Suffolk IP4 2AT	SK98765	Odeon Cinemas Limited

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chagor</i>
10..	Kensington	High Street, Kensington, London W8 6NA	LN49012	Odeon Cinemas Limited
11.	Leeds	The Headrow, LS1 6NT	WYK277966	Odeon Cinemas Limited
12.	Leicester Square, West End	30 Leicester Square, London WC2H 7LP	44298	Odeon Cinemas Limited
13.	Richmond Studio	6 Red Lion Street, Richmond, Surrey TW9 6RE	SGL3085	Odeon Cinemas Limited
14.	Taunton	Heron Gate, Riverside, Taunton Somerset TA1 2LP	ST107829	Odeon Cinemas Limited
15.	Weston-Super-Mare	The Centre, Weston-Super-Mare, Somerset BS23 1UR	AV178518	Odeon Cinemas Limited
16.	Worcester	Foregate Street, Worcester, Worcestershire WR1 1DX	WR1171	Odeon Cinemas Limited

PART FREEHOLD/PART LEASEHOLD

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chagor</i>
17.	Liverpool	London Road, Liverpool L3 5NF	Freehold: LA332586 Leasehold: Lease dated 10 November 1931 between (1) Lord Mayor Alderman and Citizens	Odeon Cinemas Limited

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chagor</i>
			of the City of Liverpool and (2) Shaftesbury Trust Limited; Assignment dated 16 September 1986 between The Rank Organisation Plc and Rank Theatres Limited (now Odeon Cinemas Limited)	
18.	Richmond	Odeon Cinema and Car Park Hill Street and 74 Hill Street, Richmond, Surrey TW9 1TW	Freehold SY46409 Leasehold SGL505335	Odeon Cinemas Limited
19.	Chelmsford, Kings Head Walk	Kings Head Walk, Chelmsford, Essex CM2 6FH	Freehold: EX587118 Leasehold: EX632377	Odeon Cinemas Limited

LEASEHOLD

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chargor</i>
20.	Barnet	Great North Road, Barnet, Herts EN5 1AB	NGL222893	Odeon Cinemas Limited
21.	Birmingham, New Street	New Street, Birmingham B2 4NU	WM421159	Odeon Cinemas Limited
22.	Blackpool, Rigby Road	Rigby Road, Blackpool, Lancs FY1 5EP	LA873449	Odeon Cinemas Limited
23.	Bridgend – Welsh Outlet Village	McArthur Glen Retail Park, The Pines, Pen Y Cae Lane, Bridgend CF32 9SP	WA916669	Odeon Cinemas Limited
24.	Brighton, Kingswest	Kingswest, West Street, Brighton, East Sussex BN1 2RE	ESX195520; SXI132823; SXI132824; SXI132825	Odeon Cinemas Limited
25.	Bristol Union Street	Union Street, Bristol, BS1 2DS	AV172842	Odeon Cinemas Limited
26.	Bromborough Leisureworld	Wirral Leisure Park, Welton Road, Wirral, Bromborough Merseyside CH62 3PN	MS438535	Odeon Cinemas Limited
27.	Bromley	242 High Street, Bromley, Kent BR1 1PG	SGL136147	Odeon Cinemas Limited
28.	Camden Town, The Parkway	180 Arlington Road and 14 The Parkway, Camden Town, London NW1 7AA	NGL752609	Odeon Cinemas Limited

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chorgor</i>
29.	Colchester – Head Street	29-31 Head Street, Colchester, Essex	Lease dated 22 October 2002 between (1) Licet Developments Limited and (2) Odeon Cinemas Limited. [Provisional Title Number EX695853]	Odeon Cinemas Limited
30.	Coventry Leisureworld – Skydome	Skydome, Croft Road, Coventry CV1 3AZ	WM724230	Odeon Cinemas Limited
31.	Epsom High Street	14B, 14C, 16 and 18A Upper High Street, Epsom KT17 4QJ	. SY691597	Odeon Cinemas Limited
32.	Guildford	Weyside Square, Bedford Road, Guildford, Surrey GU1 4SJ	SY658587	Odeon Cinemas Limited
33.	Harlow	The High, Harlow, Essex, CM20 1JJ	EX62292	Odeon Cinemas Limited
34.	Hemel Hempstead Leisureworld	Jarman Fields, Hemel Hempstead, Herts HP2 4JW	HD381825	Odeon Cinemas Limited
35.	Hull	Kingston Park, Kingston Street, Hull, Lancs HU1 2TX	HS185766	Odeon Cinemas Limited
36.	Kettering	Kettering Leisure Park, Wellingborough Road, Kettering, Northamptonshire NN15 6XS	NN193263	Odeon Cinemas Limited

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chargor</i>
37.	Kingston-Upon-Thames, Rotunda	154 Clarence Street, Kingston-Upon-Thames, Surrey KT1 1QP	Lease dated 9 December 2002 between (i) LMS Leisure Investments Limited and (2) Odeon Cinemas Limited. (Title to be allocated.)	Odeon Cinemas Limited
38.	Leeds Bradford, Gallagher Leisure Park	Gallagher Leisure Park, Thornbury, Bradford BD3 7AT	WYK277966	Odeon Cinemas Limited
39.	Leicester	Freemans Park, 90 Aylestone Road, Leicester LE2 7LT	LT329190	Odeon Cinemas Limited
40.	Leicester Square, London	22-24 Leicester Square, London WC2H 7LQ	LN27260	Odeon Cinemas Limited
41.	Lincoln, Brayford Wharf	Brayford Wharf North, Lincoln LN1 1YX	LL208194	Odeon Cinemas Limited
42.	Liverpool Switch Island	Aintree, Dunnings Bridge Road, Netherton, Bootle, Liverpool L30 6TQ	MS406070	Odeon Cinemas Limited
43.	Maidstone Lockmeadow (Unit 2)	Barker Road, Maidstone, Kent ME16 8RG	K787446	Odeon Cinemas Limited
44.	Manchester	Oxford Street, Manchester M1 4PD	GM460559	Odeon Cinemas Limited
45.	Marble Arch, London	10 Edgware Road, Marble Arch, London W2 2EN	NGL82676	Odeon Cinemas Limited
46.	Muswell Hill, London	Fortis Green Road, Muswell Hill, London N10 3HP	MX72442	Odeon Cinemas Limited

Item	Name of Property	Address	HMLR Title Number where registered, or description of land where unregistered	Owner/ Chorgor
47.	Newcastle-Upon-Tyne, The Gate	Unit 1, Newgate House, Newgate Street, Newcastle	Agreement for lease dated 21 October 1999 between (1) LS Leisure Limited (2) Ravensett Properties Limited and (3) Odeon Cinemas Limited.	Odeon Cinemas Limited
48.	Newcastle-Upon-Tyne	Pilgrim Street, Newcastle, Tyne & Wear NE1 6QE	Tenancy Agreement dated 19 July 2002	Odeon Cinemas Limited
49.	Portsmouth	London Road, North End, Portsmouth PO2 0LZ	HP387749	Odeon Cinemas Limited
50.	Salisbury	New Canal, Salisbury, Wilts SP1 2AA	WT6602	Odeon Cinemas Limited
51.	Sheffield	Arundel Gate, Sheffield, South Yorkshire S1 1DL	SYK363346	Odeon Cinemas Limited
52.	Southampton Leisureworld	West Quay Road, Southampton SO15 1RE	HP595621	Odeon Cinemas Limited
53.	Southend-on-Sea	The Broadway, London Road, Southend-on-Sea, Essex SS1 1TJ	EX593246	Odeon Cinemas Limited
54.	Stoke Festival Park	Eturia Road, Eturia, Stoke-on-Trent, Staffs ST1 5SN	SF393168	Odeon Cinemas Limited
55.	Streatham	47/49 High Road, London SW16 1PW	398746	Odeon Cinemas Limited
56.	Sutton Coldfield	Maney Corner, Birmingham Road, Sutton Coldfield B72 1QI	WK182300	Odeon Cinemas Limited

<i>Item</i>	<i>Name of Property</i>	<i>Address</i>	<i>HMLR Title Number where registered, or description of land where unregistered</i>	<i>Owner/ Chagor</i>
57.	Swiss Cottage, London	96 Finchley Road, London NW3 5EL	LN28790	Odeon Cinemas Limited
58.	Tunbridge Wells	Unit 1 Knights Park, Tunbridge Wells, Kent TN2 3VW	K793612	Odeon Cinemas Limited
59.	Uxbridge	The Chimes Shopping Centre, 302 High Street, Uxbridge UB8 1GD	Lease dated 20 November 2002 between (1) CSC Uxbridge Limited and (2) Odeon Cinemas Limited [Provisional Title Number AGL110052]	Odeon Cinemas Limited
60.	Wimbledon Broadway (New Multiplex)	The Broadway, London SW19 1QG	Agreement for lease dated 18 May 1998 between (1) Friends' Provident Life Office and (2) Odeon Cinemas Limited	Odeon Cinemas Limited
61.	Wrexham	Plas Coch Retail Park, Plas Coch Road, Wrexham LL11 2BN	WA873096	Odeon Cinemas Limited
62.	York	Blossom Street, York YO24 1AJ	NYK50922	Odeon Cinemas Limited