

# M

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\* insert full name  
of Company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

02799844

Name of company

\* Movitex Signs Limited (the "Company")

Date of creation of the charge

19 February 2000

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

Composite Debenture between (1) Aceream Limited (the "Parent") and  
others (as Charging Companies) and (2) Merrill Lynch International (as  
Security Agent) (the "Composite Debenture").

(For defined terms, please see attached continuation sheets 1 to 4).

Amount secured by the mortgage or charge

All money and liabilities now or hereafter due, owing or incurred to the  
Secured Parties (or any of them) by each Charging Company and each of  
the other Obligors (or any of them) under the Senior Finance Documents  
in whatsoever manner in any currency or currencies whether present or  
future, actual or contingent, whether incurred solely or jointly with  
any other person and whether as principal or surety together with all  
interest accruing thereon and all costs, charges and expenses incurred  
by any of the Secured Parties in connection therewith.

(For defined terms, please see continuation sheets 1 to 4 attached).

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

Merrill Lynch International as Security Agent for itself and the other  
Secured Parties (as defined in attached continuation sheet 3) of  
Ropemaker Place, 25 Ropemaker Street, London (the "Security Agent")

Postcode EC2Y 2LY

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

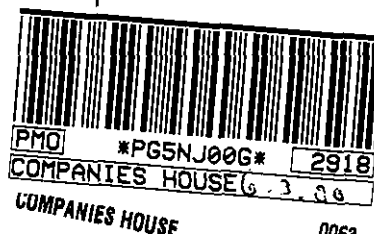
Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
LONDON  
EC2A 2HA

Ref: PGS/254M00016/1587070

Time critical reference

For official Use  
Mortgage Section

Post room



Please see attached continuation sheets 5 to 24.

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Particulars as to commission allowance or discount (note 3)

Signed

Ashost Morris Crispy

Date

3 March 2000

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

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**(the "Composite Debenture")**

**Continuation Sheet 1**

In this form, unless the context otherwise requires, the following expressions have the following meanings:-

**"Assigned Agreements"** means:-

- (a) Acquisition Documents;
- (b) the Hedging Agreements (when entered into); and
- (c) the Insurances,

(each as defined in the Senior Credit Agreement);

**"Borrowers"** means the parties listed in parts 1 and 2 of schedule 2 of the Senior Credit Agreement being Reamace Limited, Odeon Cinemas Limited and ABC Cinemas Limited and any Group Company which becomes a borrower under the Senior Credit Agreement in accordance with clause 5 (Additional Borrowers) of the Senior Credit Agreement;

**"Business Day"** means a day (other than a Saturday or a Sunday) on which banks and financial markets are open in London for the transaction of business of the nature required by the Senior Credit Agreement;

**"Cash Collateral Account"** means an account with the Security Agent opened in the name of an Obligor into which amounts are to be paid for the purposes of clause 13 (Prepayment and Cancellation) of the Senior Credit Agreement and over which the Security Agent has a first priority security interest under the Security Documents;

**"Charged Property"** means the assets charged to the Security Agent by this deed;

**"Charging Company"** means the Parent, each of the companies listed in schedule 1 to the Composite Debenture being Aceream Limited, Famealpha Limited, Reamace Limited, Odeon Cinemas Limited, Associated British Cinemas Limited, ABC Cinemas Limited, Hopeart Limited, the Company and Electroneon Signs Limited and each company which charges its assets in favour of the Security Agent by executing a Security Accession Deed (as defined in Composite Debenture);

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share together with all shares or other property derived from the relevant Investment or Subsidiary Share together also with all other

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**Continuation Sheet 2**

allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Excluded Property"** has the meaning given to it in paragraph 1.4(a);

**"Finance Documents"** means the Senior Credit Agreement, each Security Document, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letter and any other document designated as a Finance Document by the Parent and the Facility Agent (each as defined in the Senior Credit Agreement);

**"Finance Parties"** means the Lead Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender (each as defined in the Senior Credit Agreement);

**"Floating Charge Asset"** means an asset charged pursuant to clause 3.2 (Floating Charge) of the Composite Debenture;

**"Group"** means the Parent and its Subsidiaries from time to time;

**"Group Company"** means a member of the Group;

**"Guarantors"** means the parties listed in part 4 of schedule 2 of the Senior Credit Agreement and each other Group Company which becomes a guarantor under the Senior Credit Agreement in accordance with clause 19.1 (Additional Guarantors) of the Senior Credit Agreement;

**"Indebtedness"** means all money and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by each Charging Company and each of the other Obligors (or any of them) under the Senior Finance Documents in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred by any of the Secured Parties in connection therewith;

**"Intellectual Property"** means all patents and patent applications, trade and service marks and trade and/or service mark applications (and all goodwill associated with any such applications), all brand and trade names, all copyrights and rights in the nature of copyright,

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**Continuation Sheet 3**

all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights;

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part 1 of schedule I to the Financial Services Act 1986 as at the date hereof (including without limitation and save where the context otherwise requires, the Subsidiary Shares)) owned by each Charging Company;

**"Investor Charge"** means a charge in the agreed form in favour of the Investors over monies drawn under the Multiplex Facility pending their application on Planned Multiplex Projects (each as defined in the Senior Credit Agreement);

**"Investor Charged Account"** means the account of Parent charged by way of first fixed charge in favour of the Cinven Limited pursuant to the Investor Charge;

**"Obligors"** means the Parent, Famealpha Limited, Reamace Limited, each Borrower and each Guarantor;

**"Parent"** means Aceream Limited, a company incorporated in England and Wales with registered number 3879590;

**"Permitted Security Interest"** means a Security Interest permitted by clause 21.3(c) (Negative pledge) of the Senior Credit Agreement;

**"Secured Parties"** means the **"Finance Parties"** as defined in the Senior Credit Agreement;

**"Security Documents"** means security documents in the agreed form constituting the security specified in schedule 3 of the Senior Credit Agreement and all other documents creating, evidencing or granting a Security Interest in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document;

**"Security Interest"** means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security;

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**Continuation Sheet 4**

**"Senior Credit Agreement"** means the credit agreement dated 19 February 2000 pursuant to which certain lenders have made available £220,000,000 of facilities to Reamace Limited and certain other Group Companies; and

**"Senior Finance Documents"** means the Senior Credit Agreement and the other documents defined as "Finance Documents" in the Senior Credit Agreement;

**"Subsidiary"** means a subsidiary and a subsidiary undertaking as defined in sections 736 and 258 of the Companies Act 1985 respectively;

**"Subsidiary Shares"** means all shares owned by the relevant Charging Company in its Subsidiaries;

**"Supplemental Debenture"** means a deed substantially in the form set out in schedule 9 of the Composite Debenture.

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**Continuation Sheet 5**

**1. CHARGING CLAUSE**

**1.1 Fixed Charges:** Subject to paragraph 1.4 as a continuing security for the payment of the Indebtedness, each Charging Company charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets (or such Charging Company's interest therein), both present and future, from time to time owned by it or in which it is from time to time interested:-

- (a) by way of first legal mortgage, all the freehold and leasehold property specified in continuation sheets 9 to 22 together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first legal mortgage, all other freehold property and those leasehold properties held on long leases of a term over 21 years owned by it wherever situated together (other than any heritable or leasehold property in Scotland) with all buildings and fixtures (including trade fixtures) at any time thereon;
- (c) by way of first fixed charge, all other interests (not being charged by paragraph 1.1(a) or 1.1(b)) in any freehold or leasehold property (other than any heritable or leasehold property in Scotland) to the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) by way of first fixed charge, all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first legal mortgage, all the Subsidiary Shares (including those listed in continuation sheet 23) and Investments owned or held by it together with all Distribution Rights from time to time accruing thereto;
- (f) if not effectively assigned by paragraph 1.3 (Security Assignment), by way of first fixed charge, all its rights and interests in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, such Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

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**Continuation Sheet 6**

- (g) by way of first fixed charge, all book and other debts, revenues and monetary claims of such Charging Company, and all rights and claims of each Charging Company against third parties and against any security in respect of such debts, revenues or claims but in each case excluding monies standing to the credit of the Investor Charged Account;
- (h) (subject to clause 8.4(b) (Collection of Book Debts) of the Composite Debenture) by way of first fixed charge, all monies from time to time standing to the credit of any and all its accounts (including, without limitation, the Cash Collateral Accounts but excluding the Investor Charged Account) with any bank, financial institution, or other person;
- (i) by way of first fixed charge, all its Intellectual Property including, without limitation, the trade marks and trade mark applications listed in continuation sheet 24;
- (j) by way of first fixed charge, the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets;
- (k) by way of first fixed charge, its goodwill and uncalled capital;
- (l) if not effectively assigned by paragraph 1.3 (Security Assignment), by way of first fixed charge, all its rights and interests in (and claims under) the Assigned Agreements.

**1.2 Floating Charge:** As further continuing security for the payment of the Indebtedness, each Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever, both present and future, not effectively charged by way of first fixed charge under paragraph 1.1 (Fixed Charges) or assigned by way of security under paragraph 1.3 (Security Assignment). Notwithstanding the foregoing all heritable property leasehold or corporal moveable and all other property and assets in Scotland are hereby charged by way of first floating charge irrespective of whether or not they are also charged by way of first fixed charge, mortgage, standard security or otherwise.



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**Continuation Sheet 7**

- 1.3 **Security Assignment:** As further continuing security for the payment of the Indebtedness, each Charging Company assigns (to the fullest extent capable of assignment) in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of such Charging Company re-assign the Assigned Agreements to such Charging Company (or as it shall direct).
- 1.4 **Leasehold interests with prohibition on charging:**
- (a) Until the relevant consent has been obtained, there will be excluded from the charge created by paragraph 1.1 (Fixed charges) and paragraph 1.2 (Floating Charge) (but only to the extent that the granting of such floating charge would infringe the terms of the relevant lease), any leasehold property held by a Charging Company under a lease the terms of which either preclude absolutely the Charging Company from creating any charge over its leasehold interest in such property or require landlord's consent prior to the creation of such charge and such consent has not previously been obtained (each an "**Excluded Property**").
  - (b) Forthwith upon receiving the relevant landlord's consent to the charging of the relevant Excluded Property, the Excluded Property will thereupon stand charged to the Security Agent pursuant to the terms of paragraphs 1.1 (Fixed charges) and 1.2 (Floating Charge) (to the extent that it is not already) of this deed (or, in the case of Excluded Property located in Scotland), will forthwith be charged to the Security Agent by way of a valid standard security in terms to be approved by the Security Agent (acting reasonably)). The relevant Charging Company will then execute a Supplemental Debenture charging the Excluded Property by way of first legal mortgage in favour of the Security Agent no later than 10 Business Days after the relevant consent has been obtained.

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**Continuation Sheet 8**

**2. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

Except to the extent permitted by the terms of the Senior Credit Agreement during the continuance of this security each Charging Company covenants that it will not without the prior consent of the Security Agent:-

- (a) create or permit to subsist (in favour of any person other than the Security Agent) any Security Interest over the whole or any part of the Charged Property, or agree or attempt to do so, other than a Permitted Security Interest; or
- (b) (whether by a single transaction or a number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading), or any interest therein, or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

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**Continuation Sheet 9**

**Odeon Cinemas Limited**

**Registered Properties**

<b>Number</b>	<b>County &amp; District/ Town</b>	<b>Address or Description</b>	<b>Title Number</b>	<b>Title</b>
1.	Barnet	Great North Road	NGL222893	Good leasehold title
2.	Barnsley	62-68 Eldon Street	SYK247550	Freehold title absolute
3.	Birmingham	New Street	WM421159	Good leasehold title
4.	Bournemouth	37 & 43 Westover Road	HP37057	Leasehold title absolute
5.	Bradford	Princes Way	WYK66288	Freehold title absolute
6.	Brighton	Kingswest Centre	SX132823	Good leasehold title
7.	Brighton	Kingswest Centre	SX132824	Good leasehold title
8.	Brighton	Kingswest Centre	SX132825	Good leasehold title
9.	Brighton	Kingswest Centre	ESX195520	Leasehold title absolute
10.	Bristol	Union Street	AV172842	Leasehold title absolute
11.	Bromley	242 High Street	SGL136147	Good leasehold title
12.	Cardiff	Capitol Centre	WA623410	Leasehold title absolute

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**Continuation Sheet 10**

13.	Chelmsford	Kings Head Walk/Moulsham Street	EX587118	Freehold title absolute
14.	Cheltenham	Winchcombe Street	GR98210	Freehold title absolute
15.	Chester	Northgate Street	CH83612	Freehold title absolute
16.	Doncaster	35 and 36 Hall Gate	SYK247551	Freehold title absolute
17.	Exeter	Sidwell Street	DN124619	Freehold title absolute
18.	Guildford	Weyside Square	SY658587	Leasehold title absolute
19.	Harlow	Cinematograph Theatre, North of West Gate	EX62292	Leasehold title absolute
20.	Hemel Hempstead	Leisure Centre, Jarman Fields	HD337981	Leasehold title absolute
21.	Holloway	Gaumont Cinema, Holloway Road	NGL241436	Freehold title absolute
22.	Hull	Kingston Park, Kingston Street	HS185766	Leasehold title absolute
23.	Ilford	Perth Road, Ilford	EGL15552	Good leasehold title
24.	Ipswich	10 St. Margaret's Street	SK98765	Freehold title absolute
25.	Kensington	High Street	LN49012	Freehold title absolute
26.	Kettering	Kettering Leisure Park, Wellingborough Road	NN193263	Leasehold title absolute

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**Continuation Sheet 11**

27.	Leeds	The Headrow	WYK277966	Freehold title absolute
28.	Liverpool	Aintree, Dunnings Bridge Road, Switch Island	MS406070	Leasehold title absolute
29.	Liverpool	London Road	LA332586	Freehold title absolute
30.	London	10 Edgware Road, Marble Arch	NGL82676	Leasehold title absolute
31.	London	48 Haymarket	LN227171	Leasehold title absolute
32.	London	Leicester Square – West End	LN27260	Good leasehold title
33.	London	Leicester Square, 33 Orange Street, 7 St Martins Street	44298	Freehold title absolute
34.	Manchester	Oxford Street	GM460559	Good leasehold title
35.	Middlesbrough	87 to 103 (odd numbers), Corporation Road	TES33552	Freehold title absolute
36.	Muswell Hill	107 to 143 Muswell Hill	MX72442	Good leasehold title
37.	Newcastle-Upon-Tyne	Pilgrim Street	TY200347	Freehold title absolute
38.	Norwich	Magdalen Street	NK75566	Leasehold title absolute
39.	Nottingham	Angel Row	P175334	Freehold title absolute

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**Continuation Sheet 12**

40.	Portsmouth	92-94 (even), London Road	HP387749	Good leasehold title
41.	Richmond	6 Red Lion Street	SGL3085	Freehold title absolute
42.	Richmond	Hill Street	SY46409	Freehold title absolute
43.	Richmond	56 to 68 (even), Hill Street	SGL505335	Leasehold title absolute
44.	Salisbury	New Canal and 26 Catherine Street	WT6602	Leasehold title absolute
45.	Sheffield	Pond Street	SYK363346	Leasehold title absolute
46.	Southend	London Road	EX593246	Leasehold title absolute
47.	Stoke-on-Trent	Etruria Road	SF393168	Leasehold title absolute
48.	Streatham	Streatham Astoria, Streatham High Road	398746	Good leasehold title
49.	Sutton Coldfield	Holland Road and Birmingham Road	WK182300	Good leasehold title
50.	Swiss Cottage	Finchley Road	LN28790	Good leasehold title
51.	Taunton	Heron Gate, Taunton Riverside	ST107829	Freehold title absolute
52.	Uxbridge	Harefield Road	AGL33637	Leasehold title absolute

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**Continuation Sheet 13**

53.	Weston Super Mare	Locking Road	AV178518	Freehold title absolute
54.	Weston Super Mare	Locking Road	AV150216	Good leasehold title
55.	Wimbledon	The Broadway	SGL270371	Freehold title absolute
56.	Worcester	Foregate Street	WR1171	Freehold title absolute
57.	Wrexham	Plas Coch Road	WA873096	Leasehold title absolute
58.	York	Blossom Street	NYK50922	Good leasehold title

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**Continuation Sheet 14**

***Odeon Cinemas Limited***

**Unregistered Properties**

<b>Number</b>	<b>Description</b>	<b>Root of Title</b>	<b>Title</b>
59.	Blackpool, Rigby Road	Agreement for lease dated 28 <sup>th</sup> November, 1997 made between (1) Pentith Limited and (2) Odeon Cinemas Limited.	Leasehold
60.	Bradford, Phoenix Park	Agreement for lease dated 3 <sup>rd</sup> August, 1998 between Gallagher Estates Limited and (2) Odeon Cinemas Limited (as varied).	Leasehold
61.	Bridgend	Lease dated 31 March 1999 made between (1) BAA-McArthur/Glen (Bridgend) Limited and (2) Odeon Cinemas Limited	Leasehold
62.	Bromborough, Leisureworld	Agreement for Underlease dated 18 February 2000 between (1) Rank Leisure Division Limited (2) Odeon Cinemas Limited and (3) Reamace Limited.	Leasehold
63.	Camden Town	Agreement for sale under the Odeon Sale and Purchase Agreement dated 18 February 2000 between (1) Mecca Bingo Limited and (2) Odeon Cinemas Limited of lease registered under Title No. NGL752609	Leasehold
64.	Chelmsford	Lease dated 28 <sup>th</sup> October 1997 between (1) Pillarstone Limited and Sitq Albion Inc and (2) Odeon Cinemas Limited (Title no. EX632377 allocated)	Leasehold
65.	Colchester, Crouch Street	Conveyance dated 25 <sup>th</sup> April, 1961 between (1) Agers Cinema Circuit Limited, (2) Albert David Ager and another and (3) Odeon Associated Theatres Limited.	Freehold
66.	Colchester, Head Street	Agreement for lease dated 22 <sup>nd</sup> October, 1999 between (1) Licet Developments Limited and (2) Odeon Cinemas Limited.	Leasehold
67.	Coventry, Leisureworld	Underlease dated 18 February 2000 between (1) Rank Leisure Division Limited (2) Odeon Cinemas Limited and (3) Reamace Limited.	Leasehold



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**Continuation Sheet 15**

68.	Epsom	Lease dated 13 December 1999 between (1) USF Nominees Limited and (2) Odeon Cinemas Limited (Title no. SY691597 allocated)	Leasehold
69.	Gloucester Docks	Agreement for lease dated 29 <sup>th</sup> March, 1999 between (1) Crest Nicholson Properties Limited, (2) Odeon Cinemas Limited and (3) Crest Nicholson Operations Limited.	Leasehold
70.	Harrogate, East Parade	Conveyance dated 28 February 1961 between (1) Malton Investment Trust Limited (2) Sevington Properties Limited and (3) the Rank Organisation Limited.	Freehold
71.	Kingston-Upon-Thames, Rotunda	Agreement for lease dated 7 <sup>th</sup> October, 1998 between (1) Clearwater Estates & Properties Limited and (2) Odeon Cinemas Limited.	Leasehold
72.	Leicester, Freemans Park	Agreement for Underlease dated 18 February 2000 between (1) Rank Leisure Division Limited (2) Odeon Cinemas Limited and (3) Reamace Limited.	Leasehold
73.	Lincoln, Brayford Wharf	Agreement for lease dated 10 <sup>th</sup> December, 1999 made between (1) Simons Estate Limited and (2) Odeon Cinemas Limited.	Leasehold
74.	Lincoln, Valentine Road, Tritton Trading	Agreement for Underlease dated 18 February 2000 between (1) Rank Leisure Division Limited (2) Odeon Cinemas Limited and (3) Reamace Limited.	Leasehold
75.	Maidstone	Lease dated 30 June 1998 between (1) MWB Leisure (Maidstone) Limited and MWB Leisure (Maidstone(2)) Limited and (2) Odeon Cinemas Limited (Title no. K787446 allocated)	Leasehold
76.	Newcastle-Upon-Tyne, Unit S1, Newgate House	Agreement for lease dated 21 <sup>st</sup> October, 1999 between (1) LS Leisure Limited, (2) Ravenseft Properties Limited and (3) Odeon Cinemas Limited.	Leasehold

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**Continuation Sheet 16**

77.	Romford	Agreement for Underlease under the Odeon Sale and Purchase Agreement dated 18 February 2000 between (1) Rank Leisure Division Limited (2) Odeon Cinemas Limited and (3) Reamace Limited	Leasehold
78.	Southampton, Leisureworld	Agreement for Underlease dated 18 February 2000 between (1) Rank Leisure Division Limited and (2) Odeon Cinemas Limited.	Leasehold
79.	Tunbridge Wells	Lease dated 23 December 1998 between (1) Britannia Life Limited (2) Odeon Cinemas Limited (title no. K793612 allocated) and (3) Reamace Limited.	Leasehold
80.	Uxbridge, St. George's Street	Agreement for lease dated 23 <sup>rd</sup> November, 1998 between (1) CSC Uxbridge Limited and (2) Odeon Cinemas Limited.	Leasehold
81.	Wimbledon Broadway (new Multiplex)	Agreement for lease dated 18 <sup>th</sup> May, 1998 between (1) Friends' Provident Life Office and (2) Odeon Cinemas Limited.	Leasehold
82.	Liverpool, London Road	Lease dated 10 <sup>th</sup> November 1931 between (1) Lord Mayor Alderman and Citizens of the City of Liverpool and (2) Shaftesbury Trust Limited	Leasehold

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**Continuation Sheet 17**

**ABC Cinemas Limited**

**Registered Properties**

<b>Number</b>	<b>County &amp; District/ Town</b>	<b>Address or Description</b>	<b>Title Number</b>	<b>Title</b>
83.	Banbury	Horse Fair	ON19304	Freehold title absolute
84.	Beckenham	Part of the ABC Cinema, Bromley	P24049	Freehold title absolute
85.	Beckenham	Rectory Road, High Street	P40879	Freehold title absolute
86.	Blackpool	Church Street and 9 Winstanley Row	LA530679	Freehold title absolute
87.	Brentwood	High Street	EX277688	Leasehold title absolute
88.	Bolton	Bradshawgate	GM25612	Good leasehold title
89.	Bournemouth	Westover Road	DT136158	Freehold title absolute
90.	Brighton	East Street	ESX121364	Freehold title absolute
91.	Bristol	Whiteladies Road	AV120102	Freehold title absolute
92.	Bury St. Edmunds	1 & 2 Abbeygate Entertainment Centre, Hatter Street	SK161943	Good leasehold title
93.	Canterbury	St George's Place	K607170	Freehold title absolute
94.	Catford	1 Bromley Road	SGL267791	Freehold title absolute

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**Continuation Sheet 18**

95.	Chatham	High Street	K321548	Freehold title absolute
96.	Cosham	High Street	HP251061	Good leasehold title
97.	Darlington	Northgate	DU121689	Freehold title absolute
98.	Darlington	218 Northgate	DU136169	Freehold possessory title
99.	Esher	High Street	SY559535	Freehold title absolute
100.	Gravesend	King Street	K307132	Freehold title absolute
101.	Grimsby	Freeman Street	HS112335	Freehold title absolute
102.	Halifax	Commercial Street	WYK365534	Good leasehold title
103.	Hampstead	Pond Street	NGL338690	Leasehold title absolute
104.	Harrow	Bonnorsfield Lane	NGL724554	Freehold title absolute
105.	Harrow	Bonnorsfield Lane	MX81934	Good leasehold title
106.	Hastings	Classic Cinema, Hastings	ESX30426	Freehold title absolute
107.	Hastings	1 & 2 Albert Road	ESX511532	Freehold title absolute

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**Continuation Sheet 19**

108.	Hastings	9 Queens Road	ESX12324	Freehold title absolute
109.	Kingston-Upon-Thames	Clarence Street	TGL17947	Leasehold title absolute
110.	Lambeth	7 Streatham High Road	SGL293788	Freehold title absolute
111.	Lancaster	King Street	LA782147	Good leasehold title
112.	Leeds	Vicar Lane	WYK485111	Freehold title absolute
113.	Liverpool	Allerton Road	MS12811	Leasehold title absolute
114.	London	11 to 18 Panton Street	NGL77467	Leasehold title absolute
115.	London	Shaftesbury Avenue	NGL144554	Good leasehold title
116.	London	High Road, South Woodford	EGL387021	Leasehold title absolute
117.	London	30 Tottenham Court Road	NGL678508	Leasehold title absolute
118.	Luton	George Street	BD125635	Leasehold title absolute
119.	Maidstone	Lower Stone Street	K666733	Leasehold title absolute
120.	Mansfield	Mansfield Leisure Park, Nottingham Road	NT323215	Leasehold title absolute
121.	Newport	Bridge Street and Station Street	WA335107	Freehold title absolute

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**Continuation Sheet 20**

122.	Norwich	Prince of Wales Road	NK58437	Freehold title absolute
123.	Norwich	82 & 84 Prince of Wales Road	NK6796	Freehold title absolute
124.	Oxford	Magdalen Street	ON95884	Leasehold title absolute
125.	Plymouth	Athenaeum Place	DN290547	Leasehold title absolute
126.	Putney	25 Putney High Street	SGL269002	Leasehold title absolute
127.	Quinton	Hagley Road West	WM524424	Freehold title absolute
128.	Redditch	Unicorn Hill	HW95087	Freehold title absolute
129.	Rochdale	Sandbrook Park	GM797653	Leasehold title absolute
130.	Sidcup	High Street	SGL458680	Freehold title absolute
131.	South Buckinghamshire	The Classic Cinema, Gerrards Cross	BM3765	Freehold title absolute
132.	Southport	Lord Street	MS376909	Freehold title absolute
133.	Southport	Lord Street	MS378715	Leasehold title absolute
134.	Southport	Lord Street	MS376911	Good leasehold title
135.	Stoke-on-Trent	Broad Street, Hanley	SF293119	Freehold title absolute

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**Continuation Sheet 21**

136.	Tunbridge Wells	Mount Pleasant Road	K277888	Good leasehold title
137.	Walthamstow	Hoe Street	EGL69227	Freehold title absolute
138.	Walthamstow	Hoe Street	NGL26638	Good leasehold title
139.	Yeovil	Court Ash Terrace	ST127773	Freehold title absolute

**ABC Cinemas Limited**

**Unregistered Properties**

<b>Number</b>	<b>Description</b>	<b>Root of Title</b>	<b>Title</b>
140.	Aylesbury, Exchange Street	Lease dated 13 <sup>th</sup> January, 2000 between (1) Norwich Property Trust Limited (2) ABC Cinemas Limited and (3) Associated British Cinemas Limited.	Leasehold
141.	Bath, Cinema premises, 22/23 Westgate Street and Ground floor of 4 Westgate Street	Lease dated 20 <sup>th</sup> April, 1998 between (1) Bath & North East Somerset District Council and (2) ABC Cinemas Limited	Leasehold
142.	Hereford, The Ritz, Commercial Road	Lease dated 7 <sup>th</sup> December, 1984 made between (1) Hereford Automatics and (2) Cannon Classic Cinemas Limited	Leasehold
143.	London, 215/217 Piccadilly	Unregistered leasehold title dated 19 <sup>th</sup> April, 1994 and made between (1) Clydesdale Bank PLC, (2) MGM Estates Limited and (3) MGM Cinema Properties Limited	Leasehold
144.	London, Swiss Centre, 10 Wardour Street	Lease dated 19 <sup>th</sup> August, 1993 between (1) Swiss Centre Limited and (2) MGM Exhibition Limited	Leasehold

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**Continuation Sheet 22**

145.	Nuneaton, Bermuda Leisure Park	Agreement for lease dated 23 <sup>rd</sup> January, 1998 made between (1) Tawnywood Limited, (2) ABC Cinemas Limited and (3) Associated British Cinemas Limited as varied by Deeds of Variation on 13 <sup>th</sup> May, 1998 and 10 <sup>th</sup> August, 1999 made between the same parties.	Leasehold
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**Continuation Sheet 23**

**Subsidiary Shares**

<b>Charging Company</b>	<b>Subsidiary</b>	<b>Number and Class of Shares</b>	<b>Details of Nominees (if any) holding legal title to Shares</b>
Aceream Limited	Famealpha Limited	2 Ordinary	None
Famealpha Limited	Reamace Limited	1 Ordinary	None
Famealpha Limited	Associated British Cinemas Limited	824,825 A Ordinary 182,175 Ordinary 10,273,000 Redeemable Preference	None
Reamace Limited	Odeon Cinemas Limited	15,500,000 Ordinary	None
Associated British Cinemas Limited	ABC Cinemas Limited	2 Ordinary	None
Associated British Cinemas Limited	Hopeart Limited	5,000 Ordinary	None
Hopeart Limited	Movitex Signs Limited	10,000 Ordinary	None
Hopeart Limited	Electroneon Signs Limited	13,000 Ordinary	None

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**Continuation Sheet 24**

**List of Trademarks**

<b>Mark</b>	<b>Class</b>	<b>Number</b>	<b>Status</b>	<b>Proprietor</b>
ODEON FANATICAL ABOUT FILM	41	2156052	Registered	Reamace Limited
ODEON	2	612925	Registered	Reamace Limited
ODEON	9	1510967	Pending	Reamace Limited
ODEON	15	568178	Registered	Reamace Limited
ODEON	16	561428	Registered	Reamace Limited
ODEON	16	1510968	Pending	Reamace Limited
ODEON	33	623878	Registered	Reamace Limited
ODEON	30	564378	Registered	Reamace Limited
ODEON	34	564380	Registered	Reamace Limited
ODEON	41	1283322	Registered	Reamace Limited
ODEON	42	1318769	Registered	Reamace Limited
ODEON	29 & 30	2198874	Registered	Reamace Limited
SCREENBITE	29, 30 & 42	2186905	Registered	Reamace Limited
ABC CINEMAS	9 & 41	2100058	Registered	ABC Cinemas Limited
ABC	9 & 41	2100052	Registered	ABC Cinemas Limited
INSOMNIA CINEMA	41	2163964	Registered	Reamace 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. 02799844

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE BETWEEN (1) ACEREAM LIMITED (NOW KNOWN AS ODEON LIMITED) (THE PARENT) AND OTHERS (AS CHARGING COMPANIES) AND (2) MERRILL LYNCH INTERNATIONAL (AS SECURITY AGENT) DATED THE 19th FEBRUARY 2000 AND CREATED BY MOVITEX SIGNS LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE TO THE SECURED PARTIES (AS DEFINED) (OR ANY OF THEM) BY EACH CHARGING COMPANY AND EACH OF THE OTHER OBLIGORS (AS DEFINED) (OR ANY OF THEM) UNDER THE SENIOR FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E