

228954 13
MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

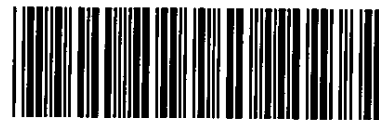
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



L6TMKUSC

LD6

07/06/2011

14

COMPANIES HOUSE

1

Company details

Company number

0 3 1 6 7 6 2 2 ✓

Company name in full

ABC Cinemas Limited (the "Chargor") ✓

For official use



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d4 m0 m5 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A Debenture, dated 24 May 2011 (the "Agreement") between, among others, the Chargor and The Bank of New York Mellon as Security Agent (the "Security Agent")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Obligations as defined in Schedule 2 to this form MG01

For all definitions in this Form MG01, please see Schedule 2 attached.

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name The Bank of New York Mellon

Address One Canada Square

London

Postcode E 1 4 5 A L

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Please see Schedule 1 to this form MG01.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X White & Cox LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Andrew McGonigle

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 1337



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED</p> <p>1. FIXED CHARGES</p> <p>1 1 Fixed Charges</p> <p>Subject to paragraph 1 2 (<i>Excluded Assets</i>) of Schedule 1 to this Form MG01, the Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement</p> <p>(a) other than in the case of the Excluded Assets, by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of Schedule 2 (<i>Real Property</i>) to the Agreement and all other Real Property now vested in the Chargor,</p> <p>(b) by way of first fixed charge all the Chargor's present and future right, title and interest in and to and the benefit of (but in the case of paragraph (iv) below only if and to the extent the rights in question have not been effectively assigned pursuant to paragraph 2 (<i>Assignments</i>) of Schedule 1 to this Form MG01 or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice of assignment):</p> <p>(i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it,</p> <p>(ii) to the extent not effectively charged pursuant to paragraph (a) above, other than the Excluded Assets, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock-in-trade or work in progress) owned by the Chargor or (to the extent of such interest) in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same,</p> <p>(iii) all Investments and all Related Rights,</p> <p>(iv) Intra-Group Receivables and all Related Rights other than any receivables which are otherwise assigned (at law or in equity) pursuant to paragraph 2 (<i>Assignments</i>) of Schedule 1 to this Form MG01,</p> <p>(v) any pension fund (to the extent permitted as a matter of law),</p> <p>(vi) all authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the</p>

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>right to recover and receive all compensation which may at any time become payable to it in respect of the same,</p> <p>(vii) all goodwill and uncalled capital of the Chargor, and</p> <p>(viii) all of the Registered Intellectual Property Rights (if any) specified in Part 2 of Schedule 2 (<i>Registered Intellectual Property Rights</i>) to the Agreement and all other Registered Intellectual Property Rights of the Chargor</p> <p>1 2 Excluded Assets</p> <p>Unless otherwise expressly agreed in writing by the Chargor after the date hereof, there shall be excluded from the Security created by the Agreement</p> <p>(a) at any time, the assets and undertakings of each Chargor which are subject to the terms of the Call Option Agreement, if applicable,</p> <p>(b) the Closing Cash Collateral Arrangements as defined in the Facility Agreement,</p> <p>(c) any asset or undertaking which the Chargor is prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Chargor is precluded from creating Security on or over without the prior consent of a third party), provided that, the Chargor shall use all reasonable endeavours to obtain all necessary consents and/or waivers under the terms of the relevant agreement,</p> <p>(d) any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Chargor in respect of that asset or undertaking or require the Chargor to take any action materially adverse to the interests of any Group member, provided that, where applicable, the Chargor shall use all reasonable endeavours to obtain all necessary consents and/or waivers under the terms of the relevant agreement, and</p> <p>(e) any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which any such asset or undertaking is situated (or would present a material risk of liability for any director or officer of the Chargor or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer), provided that the Chargor shall use all reasonable endeavours to overcome any such obstacles</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	2.	ASSIGNMENTS
	2.1	Assignments
		<p>Subject to paragraph 1 2 (<i>Excluded Assets</i>) of Schedule 1 to this Form MG01 and paragraph 2 2 (<i>Non-Assignable Rights</i>) of Schedule 1 to this Form MG01 and other than in the case of the Excluded Assets, the Chargor with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of</p>
		<p>(a) the Insurances and all Related Rights,</p> <p>(b) all Assigned Accounts,</p> <p>(c) all Structural Intra Group Loans and all Related Rights, and</p> <p>(d) to the extent not charged under the provisions of paragraph (a)(viii) of paragraph 1 1 (<i>Fixed Charges</i>) of Schedule 1 to this Form MG01, all Intellectual Property Rights</p>
	2.2	Non-Assignable Rights
		<p>The Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in paragraph 2 1 (<i>Assignments</i>) of Schedule 1 to this Form MG01 cannot be or is not effectively assigned pursuant to paragraph 2 1 (<i>Assignments</i>) of Schedule 1 to this Form MG01 for whatever reason, the Chargor shall promptly upon becoming aware of such</p>
		<p>(a) promptly notify the Security Agent of the same and the reasons therefor,</p> <p>(b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations, and</p> <p>(c) take such steps as the Security Agent may require to remove such impediment to an assignment</p>
	3.	FLOATING CHARGE
	3.1	Creation of Floating Charge
		<p>(a) Other than in the case of the Excluded Assets, the Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to paragraph 1 (<i>Fixed Charges</i>) of Schedule 1 to this Form MG01 or</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>effectively assigned pursuant to paragraph 2 (<i>Assignments</i>) of Schedule 1 to this Form MG01</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3</p> <p>3.2 Conversion of Floating Charge</p> <p>(a) The Security Agent may, by notice in writing to the Chargor, convert the floating charge created under the Agreement with immediate effect into a fixed charge if</p> <ul style="list-style-type: none"> (i) an Acceleration Event has occurred, (ii) the Secured Assets are in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy, or (iii) such conversion is necessary to protect the priority of the Security, <p>and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies</p> <p>(b) The floating charge created under the Agreement shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time</p> <ul style="list-style-type: none"> (i) upon the convening of a meeting of the members of the Chargor to consider a resolution to wind up the Chargor, (ii) upon the presentation of a petition to wind up the Chargor or the presentation or making of an application for a warrant of execution, a writ of fieri facias or a third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under the Agreement, (iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distrain for rent against any property of the Chargor, or (iv) if any Chargor fails to comply with clause 3 (<i>Limitation on Liens</i>), Schedule 18 of the Facility Agreement, <p>provided that nothing in the Agreement shall cause the floating charge to crystallise by reason of the Chargor obtaining or of anything being done with a view to the Chargor obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986</p>

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Short particulars	<p>(c) The giving of notice by the Security Agent pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of them) under any Secured Debt Document</p> <p>4. CONTINUING SECURITY</p> <p>4.1 Continuing and Independent Security</p> <p>The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Party may hold at any time for the Secured Obligations or any of them</p> <p>4.2 New Accounts</p> <p>If the Security Agent receives notice of any Encumbrance created or arising after the date of the Agreement in respect of the Secured Assets or any of them or makes demand of the Chargor for payment of any or all of the Secured Obligations</p> <p>(a) the Security Agent may, upon written notice to the Chargor, open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand), and</p> <p>(b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under the Agreement, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations</p> <p>5. FURTHER ASSURANCE</p> <p>The Chargor shall from time to time and at its own expense, give all such assurances and do all such things as the Security Agent may require or consider necessary to enable the Security Agent to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Agent or the Secured Parties by the Agreement or by law and to that intent the Chargor shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under paragraphs 1 (<i>Fixed Charges</i>) and 2 (<i>Assignments</i>) of Schedule 1 to this Form MG01 respectively, and shall give all such notices and directions as the Security Agent may consider expedient. The obligations of the Chargor under this paragraph 5 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6. POWER OF ATTORNEY</p> <p>6.1 Appointment</p> <p>(a) By way of security for the performance of its obligations under the Agreement, the Chargor irrevocably appoints the Security Agent and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Chargor is obliged to do under the terms of the Agreement or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to the Agreement or by law.</p> <p>(b) The power of attorney granted in paragraph (a) above may only be exercised if an Acceleration Event has occurred</p> <p>6.2 Ratification</p> <p>The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under the Agreement shall do in its capacity as such</p>	

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Particulars of a mortgage or charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>SCHEDULE 2</p> <p style="text-align: center;">DEFINITIONS</p> <p>“Acceleration Event” means a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event or a Pari Passu Debt Acceleration Event.</p> <p>“Account” means any account now or in the future opened or maintained by the Chargor with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights</p> <p>“Additional Liabilities” has the meaning given to it in the Intercreditor Agreement</p> <p>“Agreement” has the meaning given to it in the preamble to this Form MG01</p> <p>“Arranger” means each of Merrill Lynch International, Goldman Sachs International, Lloyds TSB Bank plc, Mizuho Corporate Bank Ltd and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>“Assigned Account” means</p> <ul style="list-style-type: none"> (a) each Account identified in Part 4 of Schedule 2 (<i>Assigned Accounts</i>) to the Agreement, if any, and (b) any other Account designated in writing as an Assigned Account by the Security Agent <p>“Call Option Agreement” means a call option agreement dated 22 May 2007 between (amongst others) United Cinemas International (UK) Limited, Odeon Cinemas Limited, ABC Cinemas Limited and the PropCo Group</p> <p>“Chargor” has the meaning given to it in the preamble to this Form MG01</p> <p>“Collateral Account” means any Account that may from time to time be opened by the Chargor with the Security Agent pursuant to Clause 7.1 (<i>Accounts General</i>) of the Agreement</p> <p>“Credit Facility” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, and (b) after the RCF Discharge Date, any credit facility that meets the requirements of a “Credit Facility” under and as defined in the Senior Secured Notes Documents which is entitled, under the terms of the Senior Secured Notes Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with Clause 19.2 (<i>New Credit Facility Lenders</i>)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><i>and Creditor Representatives</i>) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Notes Documents to rank senior to the Senior Secured Notes Liabilities with respect to the proceeds of any enforcement of the Transaction Security</p> <p>“Credit Facility Acceleration Event” means</p> <p>(c) on or prior to the RCF Discharge Date, a notice served by the RCF Agent pursuant to and in accordance with clause 28.19 (<i>Acceleration</i>) of the Facility Agreement, and</p> <p>(d) after the RCF Discharge Date, (i) if applicable, a notice served by the Creditor Representative in relation to any Credit Facility pursuant to and in accordance with any acceleration provision(s) of the relevant Credit Facility Document</p> <p>“Credit Facility Document” means</p> <p>(e) on or prior to the RCF Discharge Date, each RCF Finance Document, and</p> <p>(f) after the RCF Discharge Date, if applicable, each document or instrument entered into between the Chargor and/or Restricted Subsidiary and a finance party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility</p> <p>“Credit Facility Lenders” has the meaning given to it in the Intercreditor Agreement</p> <p>“Credit Facility Liabilities” has the meaning given to it in the Intercreditor Agreement</p> <p>“Creditor” has the meaning given to it in the Intercreditor Agreement</p> <p>“Creditor Representative” means</p> <p>(a) in relation to the RCF Lenders, the RCF Agent,</p> <p>(b) in relation to the Credit Facility Lenders under any other Credit Facility, the facility agent or other representative in respect of that Credit Facility,</p> <p>(c) in relation to the Senior Secured Noteholders, the Senior Secured Notes Trustee,</p> <p>(d) in relation to any Pari Passu Creditors, the Pari Passu Debt Representative, or</p> <p>(e) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative</p> <p>“Debt Documents” has the meaning given to it in the Intercreditor Agreement</p> <p>“Debtor” has the meaning given to it in the Intercreditor Agreement</p> <p>“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p>	

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Short particulars	<p>"Encumbrance" means a mortgage, charge, pledge, lien or other security interest, in each case governed by the relevant applicable law, securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Excluded Assets" means the assets and undertakings of the Chargor described in paragraph 1 2 of Schedule 1 to this Form MG01</p> <p>"Facility Agreement" means the senior revolving credit facility agreement dated on or around 24 May 2011 and made between, among others, the Chargor, Lloyds TSB Bank plc as agent, the Security Agent and the financial and other institutions party thereto as lenders</p> <p>"Final Discharge Date" means the later to occur of the Super Senior Discharge Date, the Senior Secured Notes Discharge Date, the Hedging Discharge Date and the Pari Passu Debt Discharge Date</p> <p>"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law</p> <p>"Hedging Agreement" means any master agreement together with schedule and confirmation or any other agreement entered into or to be entered into between a Debtor and a Hedge Counterparty, in each case, for the purposes of or in relation to hedging that at the time such Hedging Agreement is entered into is not prohibited under the terms of the Credit Facility Documents and the Senior Secured Notes Documents, to share in the Transaction Security</p> <p>"Hedge Counterparty" means any new Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement</p> <p>"Hedging Discharge Date" means the date on which all Hedging Liabilities have been fully and finally discharged to the satisfaction of the Hedge Counterparties whether or not as a result of an enforcement, and the Hedge Counterparties are under no further obligation to provide financial accommodation to any of the Debtors under the Hedging Agreements</p> <p>"Group" means Odeon & UCI Bond Midco Limited and each of its Subsidiaries for the time being</p> <p>"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest but excluding any third party liability insurance</p> <p>"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, domain names, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor</p>

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Short particulars	<p>“Intercreditor Agreement” means the intercreditor agreement dated 24 May 2011 and made between, among others, the Odeon & UCI Bond Holdco Limited, the Chargor, The Bank of New York Mellon as Security Agent and Senior Secured Notes Trustee and Lloyds TSB Bank plc as RCF Agent and Hedge Counterparty</p> <p>“Intra-Group Lenders” means</p> <p>(a) each of Odeon & UCI Bond Midco Limited, Odeon & UCI Finco plc and Cicero Investments Limited, and</p> <p>(b) each Restricted Subsidiary which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another Restricted Subsidiary and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement</p> <p>“Intra-Group Receivables” means the Liabilities owed by the Chargor or any Restricted Subsidiary to any of the Intra Group Lenders (including but not limited to any financial indebtedness and any dividends or other distributions in respect of share capital), together with any related additional liabilities</p> <p>“Investments” means</p> <p>(a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever, and</p> <p>(b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,</p> <p>in each case whether held directly by or to the order of the Chargor or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person)</p> <p>“Liability” means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount (such as post-insolvency interest) which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</p> <p>“Pari Passu Creditors” means the lenders or other creditors in respect of any Pari Passu Debt and the Pari Passu Debt Representative(s)</p> <p>“Pari Passu Debt” means the Liabilities (that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Notes Liabilities) owed by the Debtors in respect of any loan, credit or debt facility, notes, indenture or security which are permitted, under the</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>terms of the Senior Secured Notes Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, <i>provided that</i> the Pari Passu Creditors (or a trustee or other representative on their behalf) have acceded to the Intercreditor Agreement in such capacity in accordance with Clause 19.4 of the Intercreditor Agreement</p> <p>"Pari Passu Debt Acceleration Event" means the Creditor Representative in relation to any Pari Passu Debt (or any of the other Pari Passu Creditors) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents</p> <p>"Pari Passu Debt Documents" means each document or instrument entered into between any members of the restricted group and a Pari Passu Creditor setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt</p> <p>"Pari Passu Debt Discharge Date" means the first date on which all Pari Passu Debt has been fully and finally discharged to the satisfaction of the Creditor Representatives (acting reasonably) in relation to any Pari Passu Debt, whether or not as the result of an enforcement, and the Pari Passu Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>"Pari Passu Debt Representative" means the creditor representative for the Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties</p> <p>"PropCo Group" means Odeon Property Group LLP and its Subsidiaries</p> <p>"RCF Agent" means Lloyds TSB Bank plc</p> <p>"RCF Discharge Date" has the meaning given to it in the Intercreditor Agreement</p> <p>"RCF Finance Documents" has the meaning given to the term "Finance Document" in the Facility Agreement, but excluding the Hedging Agreements</p> <p>"RCF Lender" means each "Lender" referred to in the Facility Agreement</p> <p>"Real Property" means any freehold or leasehold property in England and Wales and all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time situated on or forming part of such freehold or leasehold property</p> <p>"Receiver" means a receiver and manager or any other receiver (whether appointed pursuant to the Agreement or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver</p> <p>"Registered Intellectual Property Rights" means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>“Related Rights” means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of all or 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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies, proceeds or income paid or payable in respect of that asset <p>“Restricted Subsidiary” has the meaning given to it in Schedule 18 (<i>Restrictive Covenants</i>) of the Facility Agreement</p> <p>“Secured Assets” means all of the assets, rights, title, interests and benefits of the Chargor from time to time the subject of the Security excluding the Excluded Assets</p> <p>“Secured Debt Document” means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Pari Passu Debt Documents.</p> <p>“Secured Obligations” means all present and future monies, debts, liabilities and obligations due at any time of Odeon & UCI Bond Midco Limited or any Restricted Subsidiary to any Creditor (both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post insolvency interest) that would be included in any thereof but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings, under</p> <ul style="list-style-type: none"> (a) the RCF Finance Documents, (b) the Hedging Agreements, (c) the Senior Secured Notes Documents, (d) the Pari Passu Debt Documents, (e) the Credit Facility Documents other than the RCF Finance Documents, and (f) any Additional Liabilities in respect of any Secured Debt Documents <p>“Secured Parties” means the Super Senior Creditors, the Senior Secured Creditors, the Arrangers, the Security Agent, and any Receiver or Delegate from time to time but, in the case of a Senior Secured Notes Trustee, Arranger, Super Senior Creditor or Hedge Counterparty, or Pari Passu Creditor only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 18.9 (<i>Creditor/Creditor Representative Accession Undertaking</i>) of the Intercreditor Agreement, as further detailed in the Intercreditor Agreement</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>“Security” means the security created or intended to be created by the Agreement</p> <p>“Security Agent” has the meaning given to it in the preamble to this Form MG01</p> <p>“Security Agent Claim” has the meaning given to it in Clause 17.3 (<i>Parallel Debt (Covenant to Pay the Security Agent)</i>) of the Intercreditor Agreement</p> <p>“Security Period” means the period beginning on the date of the Agreement and ending on the Final Discharge Date.</p> <p>“Senior Secured Creditors” means the Senior Secured Notes Creditors, the Pari Passu Creditors and the Hedge Counterparties (other than to the extent of their Super Senior Hedging Liabilities) and their respective Creditor Representatives</p> <p>“Senior Secured Noteholders” means the holders, from time to time, of the Senior Secured Notes</p> <p>“Senior Secured Notes” means the £300,000,000 aggregate principal amount of 9.0% senior secured notes due 2018 and the €200,000,000 aggregate principal amount of senior secured floating rate notes due 2018 issued by the Senior Secured Notes Issuer pursuant to the terms of the Senior Secured Notes Indenture, in each case together with any additional liabilities</p> <p>“Senior Secured Notes Acceleration Event” means a notice served by the Senior Secured Notes Trustee or the Senior Secured Noteholders pursuant to and in accordance with section 6.02 (<i>Acceleration</i>) of the Senior Secured Notes Indenture and any acceleration as a result of an event of default under section 6.01(a)(6) of the Senior Secured Notes Indenture</p> <p>“Senior Secured Notes Creditors” means the Senior Secured Noteholders and the Senior Secured Notes Trustee</p> <p>“Senior Secured Notes Discharge Date” means the date on which all Senior Secured Notes Liabilities have been fully and finally discharged to the satisfaction of the Senior Secured Notes Trustee, whether or not as the result of an enforcement</p> <p>“Senior Secured Notes Documents” means</p> <ol style="list-style-type: none"> the Senior Secured Notes Indenture, the Senior Secured Notes, the Intercreditor Agreement, the Senior Secured Notes Guarantees (as defined in the Senior Secured Notes Indenture) (whether contained in the Senior Secured Notes Indenture or otherwise), and the Transaction Security Documents <p>“Senior Secured Notes Indenture” means the senior secured note indenture dated 24 May 2011 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Trustee, as amended from time to time, pursuant to which the Senior Secured Notes are issued and together with or any supplemental indenture and any indenture (and supplemental indenture) in respect of any Additional Liabilities</p> <p>"Senior Secured Notes Liabilities" means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities)</p> <p>"Senior Secured Notes Trustee" means The Bank of New York Mellon</p> <p>"Shares" means the shares identified in Part 1 of Schedule 2 (<i>Details of Certain Assets</i>) to the Agreement (if any) and all other shares in the capital of the Chargor now or in the future legally or beneficially owned by the Chargor and/or any nominee on its behalf</p> <p>"Structural Intra-Group Loans" means the structural intra-group loans listed in Part 5 of Schedule 2 (<i>Details of Certain Assets</i>) to the Agreement</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>"Super Senior Creditors" means the Credit Facility Lenders, the Hedge Counterparties (to the extent of their Super Senior Hedging Liabilities) and their respective Creditor Representatives</p> <p>"Super Senior Discharge Date" means the date on which all Super Senior Liabilities have been fully and finally discharged to the satisfaction of the relevant Creditor Representative, whether or not as the result of an enforcement, and the Super Senior Creditors are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>"Super Senior Hedging Liabilities" has the meaning given to it in the Intercreditor Agreement</p> <p>"Super Senior Liabilities" means the Credit Facility Liabilities and the Super Senior Hedging Liabilities</p> <p>"Transaction Security" means the Security under or pursuant to the Transaction Security Documents created or expressed to be created in favour of the Security Agent</p> <p>"Transaction Security Documents" means</p> <ol style="list-style-type: none"> each "Transaction Security Document" as defined in the Facility Agreement or, after the RCF Discharge Date, the Credit Facility Document, any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations (including but not limited to any Security granted by any of the Debtors in accordance with Clause 4.3 (<i>Security Credit Facility Lenders</i>) and/or Clause 5.5 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(<i>Security Senior Secured Noteholders</i>) of the Intercreditor Agreement respectively, and</p> <p>(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above which in each case, to the extent legally possible</p> <p>(i) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement), or</p> <p>(ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of</p> <p>(A) all the Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement), and/or</p> <p>(B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties or, in the case of Security subject to Spanish law, in favour of the Secured Parties acting through the Security Agent, and/or</p> <p>(C) the Security Agent under the Security Agent Claim</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3167622
CHARGE NO. 73

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MAY 2011
AND CREATED BY ABC CINEMAS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ODEON & UCI
BOND MIDCO LIMITED OR ANY RESTRICTED SUBSIDIARY TO
ANY CREDITOR ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 7 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES