

# M

COMPANIES FORM No. 395

017408/32

# 395

CHWP000

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legibly, preferably  
in black type, or  
bold block lettering

## Particulars of a mortgage or charge

A fee of £13 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

8

3408170

Name of company

\* insert full name  
of Company

\* ALLIANCE ATLANTIS RELEASING LIMITED (the "Chargor")

Date of creation of the charge

4 September 2008

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

Second Lien Debenture dated 4 September 2008 and entered into between the Chargor and the Collateral Agent (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

See Appendix 1 attached

For definitions used in this Companies Form 395 see Appendix 3 attached

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

Credit Suisse, Toronto Branch of 1 Canadian Place, Suite 3000, P O Box 301, Toronto, Ontario,  
Canada as agent and trustee for itself and each of the Secured Parties (the "Collateral Agent")

Postcode M5X 1C9

Presenter's name address and  
reference (if any)Latham & Watkins,  
99 Bishopsgate, London EC2M  
3XF, Attn J Parkin

Time critical reference

022411-0873

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



\*LHKK33EQ\*

LD3

24/09/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Appendix 2 attached

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legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Nil

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Signed *Carion & Watkins*

Date 23 September 2008

On behalf of [company][mortgagee/chargee]†

† 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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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*Amount secured by the mortgage or charge*

All money, obligations or liabilities due, owing or incurred to any Secured Party by any Credit Party under the Second Lien Credit Agreement and any Credit Document (as defined in the Second Lien Credit Agreement) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and all losses incurred by any Secured Party in connection therewith, except for any money or liability which, if it were so included, would cause the infringement of any of sections 151 to 158 (inclusive) of the Companies Act 1985 (and for this purpose, "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities) (the "Secured Obligations")

ON ANY ACTION

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*Short particulars of all the property mortgaged or charged*

### **1. CHARGING PROVISIONS**

#### **1.1 General**

Subject to Clause 3 16 of the Debenture (as set out in paragraph 1 16 of this Appendix 2) and the Existing Charges, the Chargor with full title guarantee and as continuing security for the payment, performance and discharge of all the Secured Obligations has charged in favour of the Collateral Agent (or, if the Collateral Agent so chooses, its nominee) the assets set out in Clauses 3 2 to Clause 3 12 inclusive of the Debenture (such Clauses being set out in paragraphs 1 2 to 1 12 inclusive of this Appendix 2)

#### **1.2 Property**

The Chargor has charged by way of

- (a) second legal mortgage, the Property now belonging to it and described in Schedule 8 (*Property*) of the Debenture (of which there is none at the date of the Debenture) and all other Property now vested in the Chargor, and
- (b) second fixed charge, all Property now vested in the Chargor and not effectively charged by Clause 3 2(a) of the Debenture (as set out in paragraph 1 2(a) of this Appendix 2) and all Property acquired by it after the date of the Debenture

#### **1.3 Investments**

The Chargor has charged by way of second fixed charge all of the Chargor's right, title and interest from time to time in the Securities and, if and to the extent not effectively assigned by Clause 3 13 of the Debenture (as set out in paragraph 1 13 of this Appendix 2), all Related Investment Rights

#### **1.4 Intellectual Property**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in Intellectual Property, this shall include any Intellectual Property specified in Schedule 2 (*Intellectual Property*) of the Debenture (as set out in Appendix 4 to this Form 395)

#### **1.5 Licences**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in the Licences and all deeds and documents from time to time relating to the Collateral and the right to recover and receive all compensation which might at any time be payable to it in respect of such Licences, deeds or documents

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### **1.6 Goodwill and uncalled share capital**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in the goodwill and uncalled share capital of the Chargor

### **1.7 Policies**

The Chargor has charged by way of second fixed charge, if and to the extent not effectively assigned by Clause 3 13 of the Debenture (as set out in paragraph 1 13 of this Appendix 2), all of the Chargor's right, title and interest from time to time in the proceeds of any Policy

### **1.8 Equipment**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in the Equipment (of which there is none at the date of the Debenture)

### **1.9 Receivables**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in the Receivables, to the extent that they are not subject to a fixed charge under any other term or provision of the Debenture or assigned pursuant to any paragraph of Clause 3 13 of the Debenture (as set out in paragraph 1 13 of this Appendix 2)

### **1.10 Bank Accounts**

The Chargor has charged by way of second fixed charge, all of the Chargor's right, title and interest from time to time in the Bank Accounts and all monies (including interest) from time to time standing to their credit

### **1.11 Pension fund**

The Chargor has charged by way of second fixed charge, any beneficial interest, claim or entitlement it has in any pension fund

### **1.12 Floating charge**

The Chargor has charged by way of second floating charge all of the assets and rights of the Chargor located in England and Wales, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged or assigned by way of security under the Debenture)

### **1.13 Assignments by way of security**

Subject to Clause 3 16 of the Debenture (as set out in paragraph 1 16 of this Appendix 2), the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has assigned absolutely (in each case to the fullest

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extent capable of assignment) by way of second ranking security to the Collateral Agent all of its rights, title and interest from time to time in and to the following assets

- (a) the proceeds of any Policy,
- (b) the Related Investment Rights, and
- (c) the Contracts

### **1.14 Application of Schedule B1 to the floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.12 of the Debenture (as set out in paragraph 1.12 above)

### **1.15 Conversion of floating charge**

- (a) Without prejudice to the Security, the Collateral Agent may by notice in writing to the Chargor convert the floating charge created pursuant to Clause 3.12 of the Debenture (as set out in paragraph 1.12 above) with immediate effect into a fixed charge as regards all or any of the Collateral specified in the notice
  - (i) at any time after the occurrence of a Declared Default and which is not an event described in paragraph (b) below, or
  - (ii) if the Collateral Agent reasonably considers such Collateral to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy
- (b) The floating charge created by the Chargor pursuant to Clause 3.12 of the Debenture (as set out in paragraph 1.12 above) will (in addition to the circumstances in which the same will occur under general law) automatically be converted with immediate effect without notice into a fixed charge as regards all the assets subject to the floating charge
  - (i) on the convening of any meeting of the members of the Chargor for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction, or
  - (ii) when the Collateral Agent becomes aware of any party petitioning, filing or making any application for an administration order to be made in relation to the Chargor and such petition, filing or application is not frivolous or vexatious and such petition, filing or application is not discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised, or
  - (iii) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of the Chargor or the appointment of any receiver,

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administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues, or

- (iv) upon any person taking any step with a view to levying distress against any of the Collateral or any judgment creditor taking any step with a view to enforcing against any of the Collateral a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise, or
- (v) if any other floating charge created by the Chargor crystallises for any reason
- (c) The giving by the Collateral Agent of a notice pursuant to Clause 3 15(a) of the Debenture (as set out in paragraph 1 15(a) above) in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Collateral Agent's right to serve similar notices in respect of any other class of the Collateral or its other rights under the Debenture or any other Credit Document
- (d) On the giving by the Collateral Agent of a notice pursuant to Clause 3 15(a) of the Debenture (as set out in paragraph 1 15(a) above) or the conversion of a floating charge into a fixed charge pursuant to Clause 3 15(b) of the Debenture (as set out in paragraph 1 15(b) above), the Chargor shall, at its own expense, execute and/or deliver such documents in such form as the Collateral Agent shall require in order to perfect such fixed charge

### **1.16 Removal of impediments to charges and assignments**

To the extent that any right, title or interest in relation to the Collateral is not capable of being charged or assigned as purported to be charged or assigned, as the case may be, pursuant to the terms and provisions of the Debenture the Chargor shall to the extent such impediment relates to an asset, right, title or interest with a book value or fair market value in excess of C\$1,500,000

- (a) promptly notify the Collateral Agent of the same, and
- (b) use all reasonable endeavours to obtain as soon as reasonably practicable any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge

Pending such interest becoming capable of assignment or charge, the charge or the assignment purported to be effected by the Debenture shall, without prejudice to the provisions of Clause 3 9 of the Debenture (as set out in paragraph 1 9 above) in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Collateral Agent under the

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relevant provisions of Clause 3 of the Debenture (as set out in paragraph 1 above) and the Chargor shall

- (i) promptly notify the Collateral Agent of the receipt of the relevant consent, and
- (ii) if required by the Collateral Agent, forthwith execute a valid fixed charge or assignment (as the case may be) in such form as the Collateral Agent shall require but on terms no more onerous than the Debenture

### **1.17 Existing Charges**

- (a) For the avoidance of doubt, no provision in Clause 3 of the Debenture (as set out in paragraph 1 above) shall have the effect of creating first ranking or second ranking security over the assets secured by the Existing Charges
- (b) The Chargor has undertaken to the Collateral Agent (i) to notify the Collateral Agent promptly upon release of any of the Existing Charges, (ii) to grant security to the Collateral Agent over the assets secured by the Existing Charges promptly following the release of such security on substantially the same terms as the Debenture, and (iii) to grant a third ranking Security to the Collateral Agent over the assets to be secured by the New Rent Deposit Account at any time after the entry into thereof upon request of the Collateral Agent (acting reasonably) and on substantially the same terms as the Debenture

### **1.18 First Lien Debenture**

For the avoidance of doubt the satisfaction of an obligation by the Chargor under the First Lien Debenture will be deemed satisfaction of any equivalent obligation under the Second Lien Debenture

## **2. DEALING WITH COLLATERAL**

### **2.1 Negative pledge**

Subject to the requirements of the Existing Charges and the Permitted Liens, the Chargor will not create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Chargor whether now owned or hereafter acquired except as permitted under the terms of the Second Lien Credit Agreement

### **2.2 Dealing with Collateral**

Notwithstanding any provision of the Debenture the Chargor is entitled to deal with its property or assets of any kind (real, personal or intangible) in any manner it sees fit (i) in the ordinary course of business and (ii) except as prohibited under the terms of the Second Lien Credit Agreement

## **3. FURTHER ASSURANCE**



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- (a) The Chargor will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, or which the Collateral Agent or the Required Lenders may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Debenture, all at the expense of the Chargor
- (b) Except with respect to which, in the reasonable judgment of the Collateral Agent (confirmed in writing by written notice to the Chargor), the cost or other consequences (including any tax consequence) of doing so shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom and subject to applicable limitations set forth in the Debenture, if any assets (including any real estate or improvements thereto or any interest therein, and for the avoidance of doubt, excluding any leaseholds or improvements thereto or any interest therein) with a book value or fair market value in excess of C\$1,500,000 in the aggregate are acquired by the Chargor (other than assets constituting Collateral under the Debenture that become subject to the security under the Debenture upon acquisition thereof) that are of the nature secured by the Debenture, as the case may be, the Chargor promptly will notify the Collateral Agent, and, if requested by the Collateral Agent, the Chargor promptly will cause such assets to be subjected to a Lien securing the Secured Obligations and will take such actions as shall be necessary or reasonably requested by the Collateral Agent to grant and perfect such Liens consistent with the applicable requirements of the Debenture, including actions described in clause (a) of Section 9.13 of the Second Lien Credit Agreement, all at the expense of the Chargor

#### **4. CONTINUING SECURITY**

The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Collateral Agent and shall extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter of the whole or any part of the Secured Obligations

#### **5. POWER OF ATTORNEY**

##### **5.1 Appointment**

The Chargor, by way of security, has irrevocably appointed the Collateral Agent and the persons deriving title under it and separately any Receiver jointly or severally to be its attorney or attorneys for them (with full power of substitution and delegation) and in the name and on behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required

- (a) for carrying out any obligations imposed on the Chargor by or pursuant to the Debenture where the Chargor has failed to perform such obligations and following the occurrence of a Declared Default,

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- (a) following the occurrence of a Declared Default, for carrying any sale, lease or other dealing by the Collateral Agent or Receiver into effect,
- (b) following the occurrence of a Declared Default, for conveying or transferring any legal estate or other interest in land or any other property, and
- (c) following the occurrence of a Declared Default, for getting in all or any part of the Collateral

The provisions of Clause 14.1 of the Debenture (as set out in this paragraph 5.1) shall take effect as and by way of variation to the provisions of sections 109(6) and 109(8) of the Act which provisions as so varied and extended shall be deemed incorporated in the Debenture as if they related to a Receiver of the Collateral and not merely a Receiver of the income thereof

### **5.2 Ratification**

The Chargor has covenanted with the Collateral Agent and separately with any Receiver that, on request, it will ratify and confirm all security agreements, documents and acts and all transactions entered into by the Collateral Agent or any Receiver (or by the Chargor at the instance of the Collateral Agent (and the persons deriving title under it) or any Receiver) in the exercise or purported exercise of its or his powers set out in the Debenture except to the extent that the Collateral Agent or any Receiver is acting negligently or with wilful misconduct or in breach of the terms of the Credit Documents

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### *Definitions*

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and the following words when used in this Companies Form No 395 (including these Appendices) shall have the following meanings

- “Act”** means the law of Property Act 1925
- “Administrative Agent”** means the Term Loan Administrative Agent or, as the context requires, the Revolving Credit Administrative Agent
- “Bank Accounts”** means any account specified in Schedule 3 (*Bank Accounts*) of the Debenture (as set out in Appendix 5 to this Form 395) and any other account or sub-account opened or maintained by the Chargor from time to time (other than the Rent Deposit Accounts) and, in each case, the debt or debts represented thereby and all Rights of the Chargor in connection therewith
- “Collateral”** means all the assets and undertaking of the Chargor which from time to time are the subject of the Security and the trusts created by the Debenture
- “Contracts”** means any contract specified in Schedule 9 (*Material Contracts*) of the Debenture (as set out in Appendix 7 to this Form 395) and any other material contract or agreement entered into by the Chargor from time to time
- “Credit Documents”** mean the Second Lien Credit Agreement, the Security Documents, each Letter of Credit, the Syndication Letter and any promissory notes issued by any Borrower thereunder (where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)
- “Credit Party”** shall mean each Borrower, the Guarantors and each other Subsidiary of the Lead Borrower that is a party to a Credit Document (where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)
- “Declared Default”** means an Event of Default under the Second Lien Credit Agreement has occurred and is continuing and the Administrative Agent under the Second Lien Credit Agreement has given notice to the Lead Borrower of acceleration under Section 11 (*Events of Default*) of the Second Lien Credit Agreement
- “Equipment”** means any plant, machinery, computers, office equipment, vehicles, furnishings, furniture and other tangible personal

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property (except Inventory) together with all spare parts, replacements, modifications and additions thereto, all manuals and drawings relating thereto, all products and proceeds thereof, all condemnation awards and insurance proceeds with respect thereto and the benefit of all contracts, licenses and warranties relating to them

**“Event of Default”**

has the meaning provided in Section 11 of the Second Lien Credit Agreement

**“Existing Charges”**

means

- (a) a charge over the rent deposit account registered in respect of the Chargor at Companies House dated 30 January 1998 in favour of Dorrington Derwent Properties Limited (the **“Existing Rent Deposit Account”**),
- (b) a charge (to be entered into after the date of the Debenture in favour of the landlord) solely over the rent deposit account (and monies standing thereto) to be established by the Chargor in respect of the lease to be entered into by the Chargor for part of 20 Soho Square, London, W1 (the **“New Rent Deposit Account”** and together with the Existing Rent Deposit Account, the **“Rent Deposit Accounts”**),
- (c) a subordinated bond dated 15 October 2003 pursuant to the terms of which the Chargor is indebted to 4192222 Canada Limited of 121 Bloor Street East, Suite 1500, Toronto, Canada in the original principal amount of C\$40,000,000, and
- (d) the first ranking debenture dated 4 September 2008 between the Chargor and the Collateral Agent and granting security in favour of the Secured Parties (as defined therein) under the First Lien Credit Agreement (the **“First Lien Debenture”**)

**“First Lien Credit Agreement”**

means the first lien credit agreement dated as of 15 August 2007 between, among others, 3217920 Nova Scotia Company as Lead Borrower, 6811540 Canada Inc as Holdings, Credit Suisse, Cayman Islands Branch as Term Loan Administrative Agent, Credit Suisse, Toronto Branch as Revolving Credit Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L P and Credit Suisse Securities (USA) LLC as Joint Lead Arrangers and Bookrunners, Goldman Sachs Credit

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Partners L P and Credit Suisse, Cayman Islands Branch as Joint Syndication Agents and the Lenders, as amended, restated, supplemented or otherwise modified from time to time (where each such capitalised term not defined herein shall have the meaning given to it in the First Lien Credit Agreement)

**“Fixtures”**

means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment

**“Intellectual Property”**

means any patents, utility models, trade marks, trade names, internet domain names, design rights, copyrights, (including rights in computer software), inventions, database rights, know-how, rights to confidential information, plant breeders' rights, rights protecting goodwill and reputation, and any other rights and forms of protection of a similar nature and any interest (including by way of licence) in any of the foregoing (in each case whether registered or unregistered and including all applications for the same and all present and future fees, royalties and other income or rights derived therefrom or incidental thereto) and any damages or other compensation paid or payable in relation to any infringement or misappropriation of the above rights)

**“Inventory”**

means all of the Chargor's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packaging, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them

**“Investments”**

means the Securities and the Related Investment Rights relating to such Securities

**“Lead Borrower”**

means 3217920 Nova Scotia Company, an unlimited company incorporated under the laws of the Province of Nova Scotia, Canada

**“Licences”**

means all licences, consents and authorisations (statutory or otherwise) held or acquired by the Chargor, or held by a nominee of the Chargor, in connection with any business carried on by it or the use of any of the Collateral

**“Lien”**

shall mean any mortgage, pledge, security interest,

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hypothecation, assignment, lien (statutory or other) or similar encumbrance (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof)

**“Permitted Liens”**

shall mean

- (a) Liens for taxes, assessments or governmental charges or claims not yet due or which are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP,
- (b) Liens in respect of property or assets of the Lead Borrower or any of the Subsidiaries imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens arising in the ordinary course of business, in each case so long as such Liens arise in the ordinary course of business and do not individually or in the aggregate have a Material Adverse Effect,
- (c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.10 of the Second Lien Credit Agreement,
- (d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations which are not Indebtedness incurred in the ordinary course of business or otherwise constituting Investments permitted by Section 10.5 of the Second Lien Credit Agreement,
- (e) ground leases in respect of real property on which facilities owned or leased by the Lead Borrower or any of its Subsidiaries are located,
- (f) easements, rights-of-way, restrictions, minor defects or irregularities in title and other similar charges or encumbrances not interfering in any material respect with the business of the Lead Borrower and its Subsidiaries, taken as a whole,

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- (g) any interest or title of a lessor or secured by a lessor's interest under any lease permitted by the Second Lien Credit Agreement,
- (h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods,
- (i) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Lead Borrower or any of its Subsidiaries, provided that such Lien secures only the obligations of the Lead Borrower or such Subsidiaries in respect of such letter of credit to the extent permitted under Section 10.1 of the Second Lien Credit Agreement,
- (j) leases or subleases granted to others not interfering in any material respect with the business of the Lead Borrower and its Subsidiaries, taken as a whole,
- (k) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings made in respect of operating leases entered into by the Lead Borrower or any of its Subsidiaries, and
- (l) Liens created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts of the Lead Borrower and the Restricted Subsidiaries held at such banks or financial institutions, as the case may be, to facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts in the ordinary course of business,

(where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)

**“Policies”**

means the policies of insurance in which the Chargor is interested, details of which are specified in Schedule 4 (*Policies*) to the Debenture (as set out in Appendix 6 to this Form 395) and any other contracts and policies of insurance taken out now or in the future by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest

**“Property”**

means any freehold and leasehold property and any estate or interest therein, and any reference to “**Property**” includes a reference to all Rights from time to time attached or

## APPENDIX 3 TO COMPANIES FORM NO. 395

**COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED**

**COMPANY NUMBER: 3408170**

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appurtenant thereto and all buildings and Fixtures from time to time thereon or therein, located in England and Wales only

**“Receivables”**

means any book debts and other monetary debts of any nature due or owing to the Chargor (including, but without limitation, the benefit of all sums due or owing to the Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union) and under or deriving from all Rights, Investments, Intellectual Property, Property, guarantees, indemnities, legal and equitable charges, reservation of property rights, rights of tracing and liens, any Contract to which that Chargor is a party from time to time, any court order or judgement, letters of credit and insurances of any nature enjoyed or held by the Chargor in relation thereto

**“Receiver”**

means an administrator, a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Collateral however appointed under or in connection with the Debenture

**“Related Investment Rights”**

means in relation to any of the Securities

- (a) all assets deriving from such Securities (or from any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages at any time accruing, offered or otherwise derived from or incidental to such Securities (or to any other asset referred to in paragraph (b) below), and
- (b) all rights, money or property accruing or offered at any time by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof

**“Required Lenders”**

shall mean, at any date, (a) Non-Defaulting Lenders having or holding a majority of the sum of (i) the Adjusted Total Revolving Credit Commitment at such date, (ii) the Adjusted Total Term Loan Commitment at such date and (iii) the outstanding principal amount of the Term Loans (excluding Term Loans held by Defaulting Lenders) at such date or (b) if the Total Revolving Credit Commitment has been terminated or for the purposes of acceleration pursuant to Section 11 of the Second Lien Credit Agreement, the holders (excluding



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Defaulting Lenders) of a majority of the outstanding principal amount of the Loans and Letter of Credit Exposures (excluding the Loans and Letter of Credit Exposure of Defaulting Lenders) in the aggregate at such date (where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)

**“Revolving Credit Administrative Agent”**

means Credit Suisse, Toronto Branch

**“Rights”**

means rights, benefits, powers, privileges, authorities, discretions, remedies, indemnities, covenants, liberties, easements, quasi-easements and appurtenances (in each case, of any nature)

**“Second Lien Credit Agreement”**

means the second lien credit agreement dated as of 15 August 2007 between, among others, 3217920 Nova Scotia Company as Borrower, 6811540 Canada Inc as Holdings, Credit Suisse, Cayman Islands Branch as Administrative Agent, Credit Suisse, Toronto Branch as Collateral Agent, Goldman Sachs Credit Partners L P and Credit Suisse Securities (USA) LLC as Joint Lead Arrangers and Bookrunners, Goldman Sachs Credit Partners L P and Credit Suisse, Cayman Islands Branch as Joint Syndication Agents and the Lenders, as amended, restated, supplemented or otherwise modified from time to time (where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)

**“Secured Parties”**

means together (i) the Collateral Agent, the Term Loan Administrative Agent, the Joint Lead Arrangers, the Bookrunners, the Joint Syndication Agents and the Lenders under and as each such term is defined in the Second Lien Credit Agreement, (ii) the Letter of Credit Issuer, (iii) each counterparty to a Hedge Agreement the obligations under which constitute Secured Obligations, (iv) the beneficiaries of each indemnification obligation undertaken by the Chargor under the Second Lien Credit Agreement, the Guaranty or any other Credit Document executed pursuant thereto, (v) each provider of treasury, depository and/or cash management (including commercial card or purchasing card) services or any automated clearing house transfers of funds which constitute Secured Obligations and (vi) any successors, endorsees, transferees and assigns of each of the foregoing (where each such capitalised term not defined herein shall have the meaning given to it in the Second Lien Credit Agreement)

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**“Securities”**

means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities, investments or equity interests of any kind owned by the Chargor at any time (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) in each case whether held directly by or to the order of the Chargor in any person, including the Securities specified in Schedule 6 (*Securities*) of the Debenture (of which there are none at the date of the Debenture)

**“Security”**

means the security created by (or purported to be created by) the Debenture

**“Term Loan Administrative Agent”**

means Credit Suisse, Cayman Islands Branch

**APPENDIX 4 TO COMPANIES FORM NO. 395**

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**Intellectual Property**



**Please see attached.**


**APPENDIX 4 TO COMPANIES FORM NO. 395**  
**COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED**  
**COMPANY NUMBER: 3408170**

**Intellectual Property**

**Part 1: Registered Intellectual Property Owned by Chargor**

<b>Country</b>	<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Description of Goods and Services</b>	<b>Status</b>
Canada	MOMENTUM PICTURES & Design 	1221297 22-JUN-2004		Books, postcards, posters, calendars, trading cards, collectors' binders, apparel, namely shirts, hats, video games, screensavers, motion picture films, television programs in video tape format, pre-recorded video tapes, pre-recorded DVD's and pre-recorded compact discs featuring games and interactive entertainment programming, printed publications, namely comic strips, comic books, toys, namely stuffed toys, dolls and action figurines, memorabilia, namely key chains, bumper stickers, pennants, coffee mugs, drinking glasses, interactive and multi-media CD-ROMs, namely pre-recorded CD-ROMs featuring games and entertainment, Entertainment services through the production and distribution of motion picture films, television films and programs, phonograph records, pre-recorded audio and video tapes, compact discs and interactive and multi-media CD-ROMs, financial services, namely the operation of an income fund, investment services	Pending
Canada	MOMENTUM PICTURES	1221294 22-JUN-2004		Books, postcards, posters, calendars, trading cards, collectors' binders, apparel, namely shirts, hats, video games, screensavers, motion picture films, television programs in video tape format, pre-recorded video tapes, pre-recorded DVD's and pre-recorded compact discs featuring games and interactive entertainment programming, printed publications, namely comic strips, comic books, toys, namely stuffed toys, dolls and action figurines,	Pending

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
				memorabilia, namely key chains, bumper stickers, pennants, coffee mugs, drinking glasses, interactive and multi-media CD-ROMs, namely pre-recorded CD-ROMs featuring games and entertainment, Entertainment services through the production and distribution of motion picture films, television films and programs, phonograph records, pre-recorded audio and video tapes, compact discs and interactive and multi-media CD-ROMs, financial services, namely the operation of an income fund, investment services	
Canada	MOMENTUM & Design 	1180573 05-JUN-2003		Books, postcards, posters, calendars, trading cards, collectors' binders, apparel, namely, shirts, hats, video games, screensavers, motion picture films, television programs in video tape format, pre-recorded video tapes, pre-recorded DVD's and pre-recorded compact discs featuring games and interactive entertainment programming, printed publications, namely comic strips, comic books, toys, namely stuffed toys, dolls and action figurines, memorabilia, namely key chains, bumper stickers, pennants, coffee mugs, drinking glasses, interactive and multi-media CD-ROMs, namely pre-recorded CD-ROMs featuring games and entertainment relating to this character, Entertainment services through the production and distribution of motion picture films, television films and programs, phonograph records, pre-recorded audio and video tapes, compact discs and interactive and multi-media CD-ROMs	Pending
Community Trademarks	momentum PICTURES 	3760394 13-APR-2004	3760394 23-AUG-2005	Videos, pre-recorded videos, motion picture films, sound tracks and digital music provided from a computer database, a computer network, a global computer network or the Internet, Printed matter, namely books, notebooks, postcards, posters, calendars, trading cards, collectors' binders, printed publications, namely comic strips, comic books, magazines, Entertainment services, production and distribution of films, radio and television	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
				programmes, production and distribution of motion picture soundtracks, providing motion picture films and digital music from a computer database, a computer network, a global computer network or the Internet, including the provision of the above services for means of recorded media, advisory, information and consultancy services relating to all the aforesaid services	
Community Trademarks	Momentum 	3760402 13-APR-2004	3760402 09-NOV-2006	Videos, pre-recorded videos, motion picture films, sound tracks and digital music provided from a computer database, a computer network, a global computer network or the Internet, Entertainment services, production and distribution of films, radio and television programmes, production and distribution of motion picture soundtracks, providing motion picture films and digital music from a computer database, a computer network, a global computer network or the internet, including the provision of the above services for means of recorded media	Registered
Community Trademarks	MOMENTUM PICTURES	3750213 07-APR-2004	3750213 05-AUG-2005	Videos, pre-recorded videos, motion picture films, sound tracks and digital music provided from a computer database, a computer network, a global computer network or the Internet, Printed matter, namely books, notebooks, postcards, posters, calendars, trading cards, collectors' binders, printed publications, namely comic strips, comic books, magazines, Entertainment services, production and distribution of films, radio and television programmes, production and distribution of motion picture soundtracks, providing motion picture films and digital music from a computer database, a computer network, a global computer network or the internet, including the provision of the above services for means of recorded media, advisory, information and consultancy services relating to all the aforesaid services	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
France	MOMENTUM FILMS	04 3288790 29-APR-2004	04 3288790 29-APR-2004	Video tapes, video tapes, pre recorded video tapes, pre recorded video tapes, cinematographic films, sound recording carriers, recording carriers digital for music from databases electronic data processing, data processing network national, data processing network world and network Internet, cinematographic films, tapes original music films Printed matter, namely books, note books, postcards, posters, calendars, cards, files, printed publications, namely comics, newspapers comics, magazines books Supply sound recordings and music digital by skew databases electronic data processing, data processing network national, data processing network world and network Internet, radio broadcasting and televised, radio broadcasting and televised Television entertainment services and radio, distribution of films, film production, radio programs and televised, production of music cinematographic films, motion picture rental, rental of sound recordings Consultation services, information and consultations relating to the aforesaid services	Registered
Germany	MOMENTUM FILM	30424388 4 27-APR-2004	30424388 11-JAN-2005	Video tapes, Recorded video, feature films (of data carriers of all kinds stored), sound tracks and digital music (of data carriers of all kinds stored), printed matter, namely books, note books, postcards, posters, calendars, collectors cards, gathering pads, printed publications, namely comic pads, comic books, magazines, handling and termination of commercial enterprises on of data carriers stored soundtracks for feature films, administrative and organisational consulting relating to following services, handling and termination of contract on transmission of radio and television programmes, recreation services, film production, production of radio and television programmes, issue of soundtracks and digital music in electric form, Internet and other data networks, sound studio services, namely production of soundtracks for feature films, publication of feature films and digital music by means of computer data bank, of computer network, global computer	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
				<p>network or by means of internet, publication of data carriers stored feature films and digital music recording, consulting and information for aforesaid services and relating to trade with film licenses, television licenses and licensing of radio, financial consulting relating to following services Handling and termination of contract on transmission of radio and television programmes, recreation services, film production, production of radio and television programmes, issue of soundtracks and digital music in electric form, Internet and other data networks, sound studio services, namely production of soundtracks for feature films, publication of feature films and digital music by means of computer data bank, of computer network, global computer network or by means of internet, publication of data carriers stored feature films and digital music recording, consulting and information for aforesaid services and relating to trade with film licenses, television licenses and licensing of radio, handling and termination of contract on transmission of radio and television programmes, recreation services, film production, production of radio and television programmes, issue of soundtracks and digital music in electric form, Internet and other data networks, sound studio services, namely production of soundtracks for feature films, publication of feature films and digital music by means of computer data bank, computer network, global computer network or by means of internet, in particular of homepages in the field of amusement, publication of data carriers stored feature films and digital music recording, act with film licenses, television licenses and licensing of radio, technical consulting relating to following services Handling and termination of contract on transmission of radio and television programmes, recreation services, film production, production of radio and television programmes, issue of soundtracks and digital music in electric form, Internet and other data networks, sound studio services, namely production of soundtracks for feature films, publication of feature films and</p>	



Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
				digital music by means of computer data bank, of computer network, global computer network or by means of internet, in particular of homepages in the field of amusement, publication of data carriers stored feature films and digital music recording, consulting and information for aforesaid services and relating to trade with film licenses, television licenses and licensing of radio	
Italy	MOMENTUM FILM	MI/2004/9100 15-SEP-2004	1088090 17-JAN-2008 Unpublished Registration (Registered)	Video, pre recorded video, film, sound track and music digital furnished by aid computer database, computer network, global computer network and internet Printed matter, that is books, block notes, cards, poster, calendars, visiting cards and commercial, files, printed publications, that is, comics, comic books, magazines, Entertainment services, production and film distribution, radio programs and television, production and distribution sound track cinematographic supply film and music digital by computer database, computer network, global computer network or internet, supply such services by stands recording, services information and consulting in these listed services	Unpublished Registration (Registered)
Portugal	FILMES MOMENTUM	380974 MNA 27-APR-2004	380974 MNA 02-DEC-2004	Video, pre recorded videos, films, sound tapes and digital music provided set sail of a database, a computer network, global computer network or internet, Printed goods, namely books, note books, appointment books, postcards, posters, calendars, business cards, bookbinding articles, printed publications, namely tapes of comic, cartoon books, magazines, Entertainer services, production and film distribution, radio programmes and television, production and distribution of tapes sound of films, film distribution and digital music obtained set sail of a database, computer network, global computer network or internet, including instalment of services above-mentioned for registers of, counselling services, information and consultancy relating all services previously mentioned	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
Spain	MOMENTUM FILMS	2593123 M7 26-APR-2004	2593123 M7 25-FEB-2005	Videos, pre recorded video, films, sound tapes and music digital generated by or computer based data, computer networks, global computer network or internet, Printed matter, books, notebooks, post, posters, calendars, cards commercial and presentation, writing pads classifiers, printed publications, straps comedian, comedian, magazines, Services for entertainment, production and distribution of films, radio programs and television, production and distribution of tapes sound films, film distribution services and music digital facilitated from database computer, computer network services, global computer network or internet, including the supply and supplying of services previous for means of recordings, consultancy services, consultancy and information referring for all services aforesaid.	Registered
Sweden	MOMENTUM FILMS	2004/03269 06-MAY-2004	375255 07-OCT-2005	Video tapes, video game cassettes, motion pictures films, film music and digital music supply from a data base, a computer network, global computer network or Internet, Printed matter, namely books, note books, postcards, posters, calendars, trading cards, printed publications, namely sets, comic books, newspapers, Entertainer services, production and distribution of films, radio and television programmes, production and distribution of film music, providing film and digital music from a data base, a computer network, global computer network or Internet, providing of production and distribution services with reference to recorded media, output and distribution services with reference to recorded sound and videocassette, phonograph records and interactive and multi media CD ROM disks, advice, information and consultancy services relating to all aforementioned services	Registered
United Kingdom	MOMENTUM PICTURES	2232199 11-MAY-2000	2232199 12-JUL-2002	Videos, pre-recorded videos, motion picture films, sound tracks and digital music provided from a computer data base, a computer network, a global computer network or the Internet, Entertainment services, production and distribution of films, radio and television	Registered

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Description of Goods and Services	Status
				programmes, production and distribution of motion picture soundtracks, providing motion picture films and digital music from a computer database, a computer network, a global computer network or the Internet, including the provision of the above services for means of recorded media, advisory, information and consultancy services relating to all the aforesaid services	

**Part 2: Material Unregistered Intellectual Property Owned by Chargor**

**APPENDIX 5 TO COMPANIES FORM NO. 395****COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED****COMPANY NUMBER: 3408170****Page 1 of 2****Bank Accounts**

<b>Name and address of entity at which account is held</b>	<b>Entity</b>	<b>Bank</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Type of Account</b>
Gerry Bradley c/o HSBC Bank plc Europa House Harcourt Centre Harcourt Street Dublin 2, Ireland	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC – Dublin, Ireland	00257838		EURO Account
Nigel Jenkins Fleet Street Commercial Centre Level 6 165 Fleet Street London EC4A 2DY	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	41846574		GBP Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	58266200		EURO Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	21887432		GBP Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	21887440		GBP Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	58681283		USD Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	58681291		USD Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	58681267		EURO Account
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	58681275		EURO Account

**APPENDIX 5 TO COMPANIES FORM NO. 395**

**COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED**

**COMPANY NUMBER: 3408170**

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<b>Name and address of entity at which account is held</b>	<b>Entity</b>	<b>Bank</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Type of Account</b>
	Alliance Atlantis Releasing Limited t/a Momentum Pictures	HSBC Bank PLC	61889249		GBP Account

**APPENDIX 6 TO COMPANIES FORM NO. 395**

**COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED**

**COMPANY NUMBER: 3408170**

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<b>Policies</b>		
<b>Insurer</b>	<b>Policy No.</b>	<b>Type of Account</b>
Royal & Sun Alliance	K2-REXB193792	"Offices Policy" including product liability, employer's liability and business interruption
Atradius	801174	Credit Insurance
Liberty (for primary) Chubb (for excess)	DOTO 580981001	Directors and Officers and Employment Practices Liability (in the name of Movie Holdings Canada)
Temple Insurance Company (40%) Premiere Insurance (60%)	994-149E	Errors and Omissions Policy

**APPENDIX 7 TO COMPANIES FORM NO. 395**

**COMPANY NAME: ALLIANCE ATLANTIS RELEASING LIMITED**

**COMPANY NUMBER: 3408170**

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**Material Contracts**

- 1 General Trading Terms between the Chargor and Entertainment UK
- 2 General Trading Terms between the Chargor and HMV UK LTD
- 3 General Trading Terms between the Chargor and Tesco Stores Ltd
- 4 Distribution Agreement between the Chargor and Syndicate Films International LLC relating to the film "Accidental Husband" dated 31 October 2006
- 5 Distribution Agreement between the Chargor and Summit Distribution LLC relating to the film "Get some aka Never Back Down" dated 17 May 2007
- 6 Distribution Agreement between the Chargor and DDLC relating to the film "Hannibal Rising" dated 22 December 2006
- 7 Investment Agreement between the Chargor and GEM Global Entertainment Magyar Kft relating to the film "Lesbian Vampire Killers" dated May 2008
- 8 Distribution Agreement between the Chargor and Cholera Love Productions LLC relating to the film "Love in the Time of Cholera" dated 11 May 2006



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3408170  
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECOND LIEN DEBENTURE  
DATED 4 SEPTEMBER 2008 AND CREATED BY ALLIANCE  
ATLANTIS RELEASING LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY CREDIT PARTY TO ANY  
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 24 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 SEPTEMBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES