

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1110

3408170

Name of company

* Alliance Atlantis Releasing Limited (the "Chargor")

Date of creation of the charge

26 November 2008

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

English Law Debenture dated 26 November 2008 between (1) the Chargor and (2) Wilmington Trust FSB (the "**Collateral Agent**") (the "**Debenture**")

Amount secured by the mortgage or charge

The Chargor covenants with the Collateral Agent as trustee for the Secured Parties that it shall pay or discharge the Secured Obligations in the manner provided in the relevant Credit Document.

Please see Schedule 2 to this Form 395 for defined terms if not otherwise defined in this Form 395

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

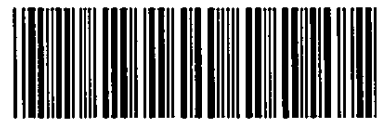
Wilmington Trust FSB (as collateral agent and trustee for each of the Secured Parties as defined in Schedule 2 to this Form 395), Wilmington Trust FSB, 591 Broadway, Suite 2-A, New York, NY 10012, USA

Postcode N/A

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

Simpson Thacher & Bartlett
Citypoint,
One Ropemaker Street,
London EC2Y 9HU

For official Use (06
Mortgage Section



PMO

COMPANIES HOUSE

537

LD2

•LUDSF508•
15/12/2008

43

COMPANIES HOUSE

Time critical reference

033896/0012/2125090.1

Short particulars of all the property mortgaged or charged

Please see Schedule 1 to this Form 395

Please see Schedule 2 to this Form 395 for defined terms if not otherwise defined in this Form 395

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Simpson, Thacher & Ker-Holt LLP

Date

15/12/08

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 Property

The Chargor charges by way of:

- (a) first legal mortgage, the Property now belonging to it (Lease of 2nd Floor, 20 Soho Square, London, W1D 3QW) and all other Property now vested in the Chargor; and
- (b) first fixed charge, all Property now vested in the Chargor and not effectively charged and all Property acquired by it after the date of the Debenture.

1.2 Investments

The Chargor charges by way of first 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, all Related Investment Rights.

1.3 Intellectual Property

The Chargor charges by way of first 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 to the Debenture.

1.4 Licences

The Chargor charges by way of first 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.

1.5 Goodwill and uncalled share capital

The Chargor charges by way of first 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.

1.6 Policies

The Chargor charges by way of first fixed charge, if and to the extent not effectively assigned, all of the Chargor's right, title and interest from time to time in the proceeds of any Policy.

1.7 Equipment

The Chargor charges by way of first fixed charge, all of the Chargor's right, title and interest from time to time in the Equipment.

1.8 Receivables

The Chargor charges by way of first 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 the Debenture.

1.9 Bank Accounts

The Chargor charges by way of first 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.

1.10 Pension fund

The Chargor charges by way of first fixed charge, any beneficial interest, claim or entitlement it has in any pension fund.

1.11 Floating charge

The Chargor charges by way of first 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).

1.12 Assignments by way of security

Subject to Clause 1.14 of the Debenture, the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations hereby assigns absolutely (in each case to the fullest extent capable of assignment) by way of 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.

1.13 Negative pledge

Subject to the requirements of the Existing Charges (as defined in the Debenture) and the Permitted Liens (as defined in the Credit Agreement), 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 Credit Documents.

1.14 Further Assurance

- (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 (as defined in the Credit Agreement) 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 Credit Agreement, all at the expense of the Chargor.

SCHEDULE 2

DEFINITIONS

"Act" means the Law of Property Act 1925.

"Bank Account" means any account specified in Schedule 3 (*Bank Accounts*) of the Debenture and any other account or sub-account opened or maintained by the Chargor from time to time (other than the Rent Deposit Accounts (as defined in the Debenture)) 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 hereby.

"Contracts" means any contract specified in Schedule 9 (*Material Contracts*) of the Debenture and any other Material Contract or agreement entered into by the Chargor from time to time.

"Credit Agreement" means the credit agreement dated 26 November 2008 between, among others, 6811540 Canada Inc. as borrower, the Several Lenders (as defined therein) and Wilmington Trust FSB as collateral agent.

"Credit Documents" shall mean the Credit Agreement, the Security Documents and any promissory notes issued by any Borrower under the Credit Agreement (as defined therein).

"Declared Default" means an Event of Default (as defined in the Credit Agreement) under the Credit Agreement has occurred and is continuing and the Lenders under the Credit Agreement have given notice to the Borrower (as defined in the Credit Agreement) of acceleration under Section 11 (*Events of Default*) of the Credit Agreement.

"Equipment" means any plant, machinery, computers, office equipment, vehicles, furnishings, furniture and other tangible personal 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.

"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.

"Legal Reservations" means the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, re-organisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors, the time barring of claims under the Limitation Acts, the principle that fixed charges may be re-characterised as floating charges by a court of competent jurisdiction depending upon the degree of control exercised by the secured party over the assets the subject of the purported fixed charged, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim, rules against contractual penalties and similar principles, rights and defences under the laws of any relevant jurisdiction and the registration at applicable registries.

"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.

"Lender" shall have the meaning provided in the preamble to the Credit Agreement.

"Lien" shall mean any mortgage, pledge, security interest, 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).

"LRA" means the Land Registration Act 2002.

"Material Contract" means any contract with a value in excess of C\$1,500,000.

"Notice of Assignment" means a notice of assignment in such form as may be specified by the Collateral Agent.

"Policies" means the policies of insurance in which the Chargor is interested, details of which are specified in Schedule 4 (*Policies*) of the Debenture 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 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.

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

"Secured Obligations" means the collective reference to (i) the due and punctual payment of (x) the principal of and premium, if any, and interest at the applicable rate provided in the Credit Agreement (including interest at the contract rate applicable upon default accrued or accruing after the commencement of any proceeding, under the Bankruptcy Code (as defined in the Credit Agreement) or any applicable provision of comparable state or foreign law, whether or not such interest is an allowed claim in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (y) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any proceeding under the Bankruptcy Code or any applicable provision of comparable state or foreign law, whether or not such interest is an allowed claim in such proceeding), of the Borrower or any other Credit Party to any of the Secured Parties under the Credit Agreement and any other Credit Documents, (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Credit Documents and (iii) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each other Grantor under or pursuant to the Credit Documents, except for any money or liability which, if it were so included, would cause the infringement of any of sections 151 to 154 (inclusive) of the Companies Act 1985 or any equivalent and applicable provisions under the laws of England and Wales (and for this purpose, "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities).

"Secured Parties" means collectively, (i) each Lender, (ii) the Collateral Agent, (iii) the beneficiaries of each indemnification obligation undertaken by any Grantor under the Credit Agreement, the Guarantee or any other Credit Document executed pursuant thereto and (iv) any successors, indorsees, transferees and assigns of each of the foregoing.

"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*).

“Security” means the security created by (or purported to be created by) the Debenture.

“Trust Property” means (a) the Security and all other powers, rights and guarantees (both present and future), titles and interests granted to the Collateral Agent under or pursuant to the Security Documents and the Credit Agreement including, without limitation, all representations and warranties, obligations, covenants and other contractual provisions therein given in favour of the Collateral Agent as trustee for the Secured Parties (other than any given solely for its own benefit in its capacity as Collateral Agent); (b) all assets of the Chargor from time to time the subject of the Security; (c) all monies received or recovered by the Collateral Agent from time to time as trustee for the Secured Parties under, pursuant to or in connection with any Security Document, and (d) all investments, property, money and other assets at any time representing or deriving from any of the foregoing, including all interest, income and other sums at any time received or receivable by the Collateral Agent (or any agent of the Collateral Agent) in respect of the same (or any part thereof).

“UK” means the United Kingdom of Great Britain and Northern Ireland.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3408170
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW DEBENTURE
DATED 26 NOVEMBER 2008 AND CREATED BY ALLIANCE
ATLANTIS RELEASING LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO
WILMINGTON TRUST FSB (AS COLLATERAL AGENT AND
TRUSTEE FOR EACH OF THE SECURED PARTIES) 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
15 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER
2008



Companies House
— for the record —

P. Neel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES