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in black type, or  
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\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

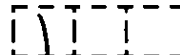
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6170421

Name of company

\* Odeon Warrington Limited ("**the Company**")

Date of creation of the charge

22 MAY 2007

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

A debenture with floating charge (the "**Debenture**") dated 22 May 2007 between  
the Company and others as chargors and Barclays Capital Mortgage Servicing  
Limited (the "**Security Trustee**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or  
contingent, whether owed jointly, severally or in any other capacity  
whatsoever and whether originally incurred by an Obligor, a Partnership or  
by some other person) of each Obligor and the Partnerships to the Finance  
Parties (or any of them) under each of the Finance Documents other than  
under Clause 7 of the Tax Deed (the "**Secured Obligations**")

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

Barclays Capital Mortgage Servicing Limited  
5 The North Colonnade  
London

Postcode E14 4BB

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

020 7006 4888

Time critical reference

CH/70-40221901/OAI

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



LD3

"L6DMAQ6W"  
06/06/2007  
COMPANIES HOUSE

438

Short particulars of all the property mortgaged or charged

See Schedule 2 for short particulars of all property mortgaged or charged  
See Schedule 1 for definitions

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*Clifford Chance LLP*

Date 5 June 2007

On behalf of ~~XXXXXXXXXXXXXXX~~ [chargee] † Barclays Capital Mortgage Servicing Limited

**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**

**Schedules to Form 395 relating to the Debenture with Floating Charge entered into by  
Odeon Warrington Limited**

**(Company number 6170421) dated 22 May 2007**

**SCHEDULE 1**

**DEFINITIONS**

In this Form 395

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facility Agreement

**"Account Holder"** means Odeon Leicester Square Holdings Limited as account holder for the Obligors

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 29.2 (*Additional Obligors*) of the Facility Agreement

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 29.2 (*Additional Obligors*) of the Facility Agreement

**"Additional Holdco"** means the Holding Company of an Additional Propco, which becomes an Obligor in accordance with Clause 29.2 (*Additional Obligors*) of the Facility Agreement.

**"Additional Propco"** means a Subsidiary of the Parent which is the legal and beneficial owner of a property (other than a Property) and which becomes an Obligor in accordance with Clause 29.2 (*Additional Obligors*) of the Facility Agreement.

**"Agent"** means Barclays Bank PLC as agent for the Finance Parties.

**"Arranger"** means Barclays Capital as mandated lead arranger

**"Borrower"** means an Original Borrower or an Additional Borrower, unless it has ceased to be a Borrower in accordance with Clause 29.3 (*Release of Obligors*) of the Facility Agreement

**"Borrowers' Agent"** means Odeon Leicester Square Holdings Limited, a limited liability company incorporated in England and Wales with registered number 6170319 as agent for the Borrowers

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Call Option Agreement"** means, in respect of each Property, any call option agreement relating to the chattels, fittings and fixtures in respect of that Property made between the relevant Borrowers, the relevant Tenants and the Agent

**"Call Option Charge"** means, in respect of a Property, the charge granted by each relevant Tenant in favour of the relevant Borrower over the chattels, fittings and fixtures in respect of that Property and to which the Agent is a party, and includes any intercreditor agreement entered into between, among others, the obligors' agent and the trustee under the Tenant Group Facilities Agreement.

**"Call Option Intercreditor Agreement"** means the call option intercreditor agreement dated on or about the date of the Facility Agreement made between Odeon Leicester Square Holdings Limited as senior security agent, Barclays Bank PLC as opco security agent and the persons listed in Schedule 1 thereof as opco obligors

**"Charged Assets"** means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to the Debenture or any Legal Charge

**"Chargor"** means those persons listed in Schedule 1 (*Chargors*) of the Debenture.

**"Deed Poll"** means the deed of appointment dated on or about the date of the Facility Agreement made between the Original Borrowers as principals and the Borrowers' Agent as agent for the Borrowers in connection with the Hedging Agreements

**"Deposit Account"** means the account maintained by the Account Holder in accordance with Clause 22 1(a)(i) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Disposal Proceeds"** means the aggregate of (without double counting)

- (a) all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal of, or compulsory purchase, nationalisation or other expropriation (whether in whole or in part) of, a Borrower's interest in any Property, the Shares held by a Holdco in a Borrower or the Shares held by the Parent in a Holdco (but excluding any sums payable or consideration to be given to the extent that the relevant Borrower delivers to the Agent evidence satisfactory to the Agent (acting on the instructions of the Lenders) that if such amount were deemed to be added to Disposal Proceeds and applied in accordance with Clause 22 9(a) (*Disposal Proceeds Account*) of the Facility Agreement on the next Interest Payment Date, an amount equal to or exceeding such amount would be available to it for application in accordance with Clause 22 9(a)(vi) (*Disposal Proceeds Account*) of the Facility Agreement, including (without limitation)
  - (i) all such sums and other consideration;
  - (ii) all compensation and damages received for any use or disturbance, blight or compulsory purchase, nationalisation or other expropriation;

- (iii) any consideration received by or on behalf of the Borrower for an apportionment of Rental Income or other sum given or made to any purchaser or other person upon such a disposal;
  - (iv) the sum of any deposit paid upon exchange of contracts;
  - (v) any amount deposited into the Disposal Proceeds Account in accordance with Clause 24 4(d) (*Disposals*) of the Facility Agreement (by way of addition to any amount representing Net Disposal Proceeds),
  - (vi) any amount in respect of or which represents VAT chargeable in respect of any sum referred to in paragraphs (i) to (v) above, and
- (b) the proceeds of any refinancing entered into in connection with any disposal of Shares for the repayment or prepayment of the Loans

**"Disposal Proceeds Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(ii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Facility"** means the term loan facility made available under the Facility Agreement as described in Clause 2 1 (*The Facility*) of the Facility Agreement

**"Facility Agreement"** means the propco term facility agreement entered into on 2 April 2007 between, amongst others, Odeon Leicester Square Holdings Limited as borrowers' agent, obligors' agent and account holder, Barclays Capital as arranger, Barclays Bank PLC as agent, account holder and original lender and Barclays Capital Mortgage Servicing Limited as security trustee

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement

**"Finance Document"** means each of:

- (a) the Facility Agreement,
- (b) the Security Documents,
- (c) the Subordination Agreement,
- (d) the Transfer Certificates,
- (e) the Margin Letter,
- (f) the Fee Letters,
- (g) the Hedging Letter;

- (h) the Hedging Agreements,
- (i) the Utilisation Requests,
- (j) the Accession Letters,
- (k) the Deed Poll;
- (l) the Indemnity Deed; and
- (m) the Tax Deed,

and any other document designated as such by the Agent and the Obligors' Agent

**"Finance Party"** means each of the Agent, the Security Trustee, the Arranger, the Hedge Counterparties and the Lenders

**"Fitch"** means Fitch Ratings Ltd or any successor to its rating business.

**"General Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(iii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29.3 (*Release of Obligors*) of the Facility Agreement.

**"Hedge Counterparty"** means any Original Hedge Counterparty and any bank or financial institution appointed as a hedge counterparty after the date of the Facility Agreement pursuant to Clause 28.6 (*Additional Hedge Counterparties*) of the Facility Agreement

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Finance Documents in accordance with the Hedging Letter

**"Hedging Letter"** means the letter in the agreed form dated on or about the date of the Facility Agreement entered into between the Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers in relation to the Finance Documents

**"Holdco"** means an Original Holdco or an Additional Holdco, unless it has ceased to be an Obligor in accordance with Clause 29.3 (*Release of Obligors*) of the Facility Agreement.

**"Holdco Shares Charge"** means any shares charge entered or to be entered into by the Parent over its shares in the Holdcos in favour of the Security Trustee.

**"Holding Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(iv) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Indemnity Deed"** means the deed of indemnity dated on or about the date of the Facility Agreement between certain members of the Tenant Group in favour of the Obligors.

**"Insurance Policy"** means any policy of insurance or assurance in which an Obligor may at any time have an interest entered into in accordance with Clause 25.8 (*Insurance*) of the Facility Agreement.

**"Interest Payment Date"** means

- (a) in relation to any Loan, 15 January, 15 April, 15 July and 15 October in each year (or, if such day is not a Business Day, on the Business Day falling immediately thereafter), and
- (b) in relation to any Unpaid Sum, the last day of an Interest Period in respect of that Unpaid Sum

**"Interest Period"** means, in relation to a Loan, each period determined in accordance with Clause 11 (*Interest Periods*) of the Facility Agreement and, in relation to an Unpaid Sum, each period determined in accordance with Clause 10.3 (*Default interest*) of the Facility Agreement.

**"Lease"** means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing.

**"Legal Charge"** means a mortgage or legal charge in respect of all or any part of the Real Property between a Chargor and the Security Trustee substantially in the form of Schedule 5 (*Form of Legal Charge*) of the Debenture

**"Lender"** means

- (a) any Original Lender, and
- (b) any person, bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 28 (*Changes to Finance Parties*) of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"Lightweight Floating Charge"** means the lightweight floating charge entered or to be entered into for the purposes of a Securitisation between the Borrowers and the Security Trustee

**"LLP1"** means Aurelius Property LLP, a limited liability partnership established under the laws of England and Wales with registered number OC327012.

**"LLP2"** means Metellus Property LLP, a limited liability partnership established under the laws of England and Wales with registered number OC327011

**"Loan"** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

**"Mandatory Prepayment Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(v) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.

**"Margin"** has the meaning given to it in the Margin Letter

**"Margin Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger, the Agent and the Obligors' Agent setting out the Margin

**"Moody's"** means Moody's Investors Services, Inc or any successor to its rating business

**"Monterey Group"** means Monterey Capital III S.à r.l and its Subsidiaries for the time being.

**"Mortgaged Property"** means the freehold and leasehold property specified in the Schedule to each Legal Charge.

**"Net Disposal Proceeds"** means, upon the disposal of a Borrower's interest in a Property or the Shares in a Borrower or a Holdco, the Disposal Proceeds derived from such disposal after deducting any direct costs and expenses (including any part of such costs and expenses in respect of or which represents VAT and other Tax approved in writing by the Agent incurred in connection with such disposal

**"Obligor"** means a Borrower, a Guarantor, the Borrowers' Agent, the Obligors' Agent and the Account Holder

**"Obligors' Agent"** means Odeon Leicester Square Holdings Limited

**"Occupational Lease"** means any Lease to which a Borrower's interest in a Property may be subject from time to time, including without limitation, a Principal Lease.

**"Original Borrowers"** means the persons listed in Part II of Schedule 1 (*Original Parties*) of the Facility Agreement as original borrowers

**"Original Guarantors"** means the Original Holdcos, the Parent and the Original Borrowers

**"Original Hedge Counterparty"** means Barclays Bank PLC

**"Original Holdcos"** means the persons listed in Part III of Schedule 1 (*Original Parties*) of the Facility Agreement as original holdcos.

**"Original Lenders"** means the persons listed in Part 1 Schedule 1 (*Original Parties*) of the Facility Agreement as original lenders



**"Original Obligors"** means an Original Borrower or an Original Guarantor.

**"Parent"** means Odeon Property Group LLP, a limited liability partnership under the laws of England and Wales with registered number OC327042

**"Partnerships"** means the Parent, LLP1 and LLP2

**"Partnership Interest Charge"** means the fixed charge in respect of the limited partnership interests in the Parent entered into or to be entered into between LLP1 and LLP2 and the Security Trustee

**"Party"** means a party to the Facility Agreement

**"Principal Lease"** means each lease in the agreed form or otherwise in form and substance satisfactory to the Agent (acting reasonably) setting out the terms and conditions of the leases of the Properties or such other real estate acquired by any member of the Propco Group after the date of and to the extent permitted under the Facility Agreement and entered into between members of the Tenant Group as lessees and members of the Propco Group as lessors as part of the implementation of the Property Restructuring in accordance with the Structure Memorandum

**"Propco Group"** means the Parent and each of its Subsidiaries for the time being

**"Property"** means each of

- (a) the freehold and leasehold properties set out in Schedule 12 (*Original Properties*) of the Facility Agreement, more particularly defined as the Mortgaged Property in the Debentures and the Legal Charges; and
- (b) any other present or future freehold and leasehold property in which a Borrower has an interest,

but any such property shall cease to be included in this definition to the extent only that a Borrower has disposed of any such property in accordance with Clause 24.4 (*Disposals*) of the Facility Agreement and that property is irrevocably released from the Security constituted under the Finance Documents

**"Property Acquisition Documents"** means each of the documents listed in Schedule 3 (*Property Acquisition Documents*) of the Facility Agreement and any other document designated as such by the Obligors' Agent and the Agent.

**"Property Restructuring"** means the proposed reorganisation of the Monterey Group and its holdings of Properties as set out in the Structure Memorandum.

**"Ratings Agency"** means each of S&P, Fitch, Moody's and any other internationally recognised ratings agency.

**"Real Property"** means (including as provided in Clause 1.7 (*Real Property*) of the Debenture), the Mortgaged Property and any present or future freehold, heritable or leasehold property in which any Chargor has an interest.

**"Receiver"** means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Trustee may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment by the Security Trustee.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence or agreement for sale in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset, including all dividends, interest and all other rights, benefits or proceeds derived from any asset (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

**"Rental Income"** means all sums paid or payable to or for the benefit of any Borrower arising from the letting, use or occupation of all or any part of any Property, including, without limitation (and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received or receivable from any deposit held as security for performance of any tenant's obligations;
- (c) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (d) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (e) any sum paid or payable or the value of consideration given for the grant, surrender or variation of any Lease;
- (f) any sum paid or payable for a breach of covenant or dilapidations under any Lease in relation to a Property and for expenses incurred in relation to any such breach,
- (g) any contribution to a sinking fund paid or payable by an occupational tenant under an Occupational Lease,
- (h) any contribution by an occupational tenant of a Property to ground rent due under any Lease out of which a Borrower derives its interest in that Property;
- (i) any Service Charge Expenses paid or payable;
- (j) any sum paid or payable in respect of interest, damages or compensation in respect of any of the items in the definition,

- (k) any other amounts paid into the Rental Income Account in accordance with Clause 22.3(a)(ii)(A) (*Payments into Control Accounts*) of the Facility Agreement; and
- (l) any payment from a guarantor or other surety in respect of any of the items listed in this definition

**"Rental Income Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(vi) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account.

**"S&P"** means Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc or any successor to its rating business

**"Section 179 Share Charge"** means the share charge dated on or about the date of the Facility Agreement made or to be made between the Parent, the Holdcos and the Security Trustee

**"Securitisation"** means the financing or refinancing of the whole or any part of a Lender's participation in any Loan through the sale of that participation to a special purpose vehicle funded (either directly, or indirectly through one or more special purpose vehicles) through the issue of rated debt securities in the public or private capital markets, and **"Securitised"** shall be construed accordingly.

**"Security"** means a mortgage, assignment, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Document"** means each of

- (a) the Debenture,
- (b) the Legal Charges;
- (c) the Holdco Shares Charge;
- (d) the Partnership Interest Charge,
- (e) the Lightweight Floating Charges, and
- (f) the Section 179 Share Charge,

any other document designated as such by the Agent and the Obligors' Agent

**"Service Charge Account"** means the account maintained by the Account Holder in accordance with Clause 22.1(a)(vii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-account or sub-division of that account

**"Service Charge Expenses"** means.

- (a) any expense or liability (including any expense or liability to the extent that it is a payment in respect of or which represents VAT on supplies made by the landlord to the tenant under the relevant Occupational Lease) incurred by a tenant under an Occupational Lease.
- (i) by way of reimbursement of expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred, or on account of expenses to be incurred, by or on behalf of a Borrower in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of, the relevant Property and the payment of insurance premiums for that Property or the cost of an insurance valuation,
- (ii) to, or for expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred by or on behalf of, a Borrower for a breach of covenant where such amount is or is to be applied by that Borrower in remedying such breach or discharging such expenses;
- (b) any contribution (including any amount in respect of or which represents VAT chargeable in respect of such contribution) to a sinking fund paid by a tenant under its Occupational Lease, and
- (c) any contribution paid by a tenant to ground rent (including any amount in respect of or which represents VAT chargeable in respect of ground rent) due under any Lease out of which a Borrower derives its interest in that Property.

**"Share"** means any stock, share, debenture, interest in a limited partnership or limited liability partnership or other security.

**"Special Tax Reserve Account"** means the account maintained by the Account Holder in accordance with Clause 22 1(a)(ix) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Structure Memorandum"** means the structure paper in the agreed form entitled "Project Malteser, Propco/Opco tax structure paper" dated on or about the date of the Facility Agreement describing, among others, the Property Restructuring, prepared by KPMG LLP, in the agreed form and addressed to, and/or capable of being relied upon by, the Arranger and the other Finance Parties and permitted to be disclosed (without reliance) to the Rating Agencies.

**"Subordination Agreement"** means the subordination agreement dated on or about the Facility Agreement entered or to be entered into between the Original Obligors as obligors, Monterrey Capital III S.à r.l. and Corleone Capital Limited as original junior creditors, Barclays Bank PLC as agent and Barclays Capital Mortgage Servicing Limited as security trustee

**"Subsidiary"** means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being **"controlled"** by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**"Subsidiary Shares"** means all present and future shares owned by any Chargor in its Subsidiaries from time to time, including without limitation all Subsidiary Shares listed in Schedule 2 (*Subsidiary Shares*) of the Debenture

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and **"Taxes"**, **"Taxation"** and comparable expressions shall be construed accordingly.

**"Tax Deed"** means the tax deed of covenants, representations and warranties entered into or to be entered into by each Obligor and certain other parties in favour of the Security Trustee

**"Tax Reserve Account"** means the account maintained by the Account Holder in accordance with Clause 22 1(a)(viii) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

**"Tenant"** means each tenant of the Properties, and includes any guarantor or surety for, or any assignee of, any such tenant under its Occupational Lease.

**"Tenant Group"** means Corleone Capital Limited (or any intermediate holding company which replaces Corleone Capital Limited as parent under and in accordance with the Tenant Group Facilities Agreement) and its Subsidiaries from time to time other than its Subsidiaries that are not incorporated in the United Kingdom

**"Tenant Group Facilities Agreement"** means the facilities agreement dated on or about the date of the Facility Agreement entered into or to be entered into between among others Corleone Capital Limited as the parent, Lucius Holdings Limited and Cicero Holdings Limited as holdcos, Lucius Investments Limited and Cicero Investments Limited as the companies, certain subsidiaries of Corleone Capital Limited as original borrowers, certain subsidiaries of Corleone Capital Limited as original guarantors, Barclays Capital and Mizuho Corporate Bank, Ltd as mandated lead arrangers and Barclays Bank PLC as agent, security agent and issuing bank

**"Transfer Certificate"** means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Agent and the Obligors' Agent

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

**"Utilisation Request"** means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*) of the Facility Agreement

**"VAT"** means value added tax as imposed by the VATA and legislation supplemental thereto and includes any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time

**"VATA"** means the Value Added Tax Act 1994

## SCHEDULE 2

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1 FIXED SECURITY

##### 1 1 Mortgage

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

##### 1 2 Assignment by way of Security

The Company has assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (*Mortgage*) of the Debenture and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property (including the Property Acquisition Documents and the Principal Leases),
- (b) any Rental Income and Disposal Proceeds and the right to make demand for and receive the same,
- (c) any Insurance Policies and all proceeds paid or payable thereunder;
- (d) the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account, Tax Reserve Account and the Special Tax Reserve Account and the debt or debts represented thereby;
- (e) the Call Option Agreement, the Call Option Charge and the Call Option Intercreditor Agreement and all Related Rights, and
- (f) the Hedging Agreements and all proceeds paid or payable thereunder

##### 1 3 Fixed charges

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (*Mortgage*) of the Debenture or assigned pursuant to Clause 3.2 (*Assignment by way of Security*) of the Debenture) with

the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

- (a) the Real Property and all Related Rights;
- (b) the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account, Tax Reserve Account and the Special Tax Reserve Account;
- (c) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,
- (d) the Call Option Agreement, the Call Option Charge and the Call Option Intercreditor Agreement and all Related Rights,
- (e) the Hedging Agreements and all proceeds paid or payable thereunder and each of its present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,
- (f) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,
- (g) patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;
- (h) plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights,
- (i) goodwill and rights and claims in relation to its uncalled share capital,
- (j) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
- (k) Subsidiary Shares and Related Rights,
- (l) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of any Chargor and all Related Rights, and
- (m) each of the assets which are specified in Clause 3.2 (*Assignment by way of Security*) of the Debenture



**2 FLOATING CHARGE**

**2 1 Floating charge**

- (a) The Company with full title guarantee has charged in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company wherever situated.
- (b) The floating charge created by paragraph 4 1 (a) of the Debenture (as detailed in paragraph (a) above) shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 4 1 (a) of the Debenture (as detailed in paragraph (a) above).

**3 FURTHER ASSURANCES**

The Debenture contains covenants for further assurance.

**4 NEGATIVE PLEDGE**

The Debenture contains a negative pledge

**5 RECEIVERS**

Under Clause 11 of the Debenture the Security Trustee has the power to appoint a Receiver

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06170421

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE WITH FLOATING CHARGE DATED THE 22nd MAY 2007 AND CREATED BY ODEON WARRINGTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF EACH OBLIGOR AND THE PARTNERSHIPS TO THE FINANCE PARTIES (OR ANY OF THEM) 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 6th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JUNE 2007

*LLCOW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES