



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M 136

S/A 608490

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

To the Registrar of Companies

For official use

Company number



510330

Name of company

* ITC Entertainment Holdings Limited ("the Company")

* insert full name
of company

Date of creation of the charge

5th February 1991

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

Amended and restated US Pledge Agreement (the "Pledge Agreement") made
between the Company, Midland Bank plc (the "Agent") and others

Amount secured by the mortgage or charge

all monies, obligations and liabilities (whether actual or contingent and
whether owned jointly or severally or as principal debtor, guarantor,
surety or otherwise) which now are or at any time after the date of the
Pledge Agreement may be or become owing by any Obligor to any of the
Beneficiaries pursuant to each the Facility Documents to which an Obligor
is a party whether for principal (including reimbursement for amounts drawn
under letters of credit issued pursuant to the Facility Agreement),
interest, fees, expenses, indemnification or otherwise.

"Beneficiaries" at any time means the Agent, the Trustee, the Issuer, the
FX Bank and the Banks at that time.

"Facility Agreement" means the facility agreement dated 5th February 1991
among Campania Limited, certain of its subsidiaries and Midland Bank plc
for itself and as agent;

Cont'd/...

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

Midland Bank plc as agent for the benefit of the Beneficiaries of 110
Cannon Street, London

Postcode

EC4N 6AA

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

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
KHW/M0483/0146

For official Use
Mortgage Section

REGISTERED

14 FEB 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

1. All of the Company's right, title and interest in and to the following collateral, whether owned at the date of the Pledge Agreement or thereafter acquired (such collateral being the "Pledged Collateral" of the Company):

(a) all of the following:

- (i) the Pledged Shares of the Company and the certificates representing such Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed to the Company for the Company's account in respect of or in exchange for any or all of such Pledged Shares;
- (ii) all additional shares of stock of any issuer of any Pledged Shares from time to time acquired by the Company in any manner, and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;

Cont ...

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date 18 February 1991

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 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

ⁿ Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

ITC Entertainment Holdings Limited

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Facility Documents" means the Facility Agreement, any accession notices thereunder (being a notice in the form set out in the Facility Agreement in respect of a proposed nominated borrower), letters of credit issued or to be issued pursuant to the Facility Agreement and the Security Documents;

"Obligor" means Campania Limited, ITC Entertainment Group Limited, ITC Distribution, Inc. and each company which may from time to time be required to execute and shall have executed a Security Document pursuant to the terms of the Facility Agreement;

"Security Documents" means each Supplemental Security Document and any other security or trust document (a) executed or to be executed by any Obligor to secure any obligations under the Facility Documents (or any of them) or (b) required to be executed by any Obligor under the terms of any other Security Document.

"Supplemental Security Documents" means the Composite Guarantee and Debenture, the Canadian Security Documents and the US Security Documents;

Terms not otherwise defined herein shall have the meanings attributed to them in the Pledge Agreement.

Please do not
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in black type, and
in block lettering

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bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (b) all of the following: the Memorandum of Agreement dated as of May 2, 1988 between J2 Communications and ITC Distribution, Inc. (formerly, ITC Entertainment, Inc.) and the Warrant Agreement attached as Exhibit B thereto, as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of the Company to receive cash and other property under or pursuant to the Assignment Agreements, (ii) all rights of the Company to receive proceeds of any indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of the Company for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of the Company to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; and
- (c) all proceeds of any and all of the foregoing Pledged Collateral (including, without limitation, proceeds that constitute property of the types described above).

"Pledged Shares" means the shares of the Company in ITC Entertainment Group, Inc.

The Pledge Agreement contains a covenant for further assurance.

Terms not otherwise defined herein shall have the meaning ascribed to them in the Pledge Agreement.

OJV\$11\$1.07

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1991
and created by ITC ENTERTAINMENT HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc AS AGENT
FOR THE BENEFIT OF THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE FACILITY
AGREEMENT DATED 5th FEBRUARY 1991 AND ALL OTHER FACILITY DOCUMENTS (AS
DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th FEBRUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 19th FEBRUARY 1991

No. 510330

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES

authorised officer

C.69

LC
18/2
BR

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies

For official use

Company number

510330

Name of company

* ITC Entertainment Holdings Limited ("the Company")

Date of creation of the charge

5th February 1991

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

Amended and restated Copyright Collateral Assignment Agreement (the "Copyright Agreement") made between the Company, Midland Bank plc (the "Agent") and others

Amount secured by the mortgage or charge

all monies, obligations and liabilities (whether actual or contingent and whether owned jointly or severally or as principal debtor, guarantor, surety or otherwise) which now are or at any time after the date of the Copyright Agreement may be or become owing by any Obligor to any of the Beneficiaries pursuant to each the Facility Documents to which an Obligor is a party whether for principal (including reimbursement for amounts drawn under letters of credit issued pursuant to the Facility Agreement), interest, fees, expenses, indemnification or otherwise.

"Beneficiaries" at any time means the Agent, the Trustee, the Issuer, the FX Bank and the Banks at that time.

"Facility Agreement" means the facility agreement dated 5th February 1991 among Campania Limited, certain of its subsidiaries and Midland Bank plc for itself and as agent;

Cont'd/...

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

Midland Bank plc as agent for the benefit of the Beneficiaries of 110
Cannon Street, London

Postcode

EC4N 6AA

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

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
KHW/M0483/0146

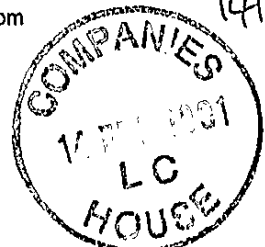
For official Use

Mortgage Section

REGISTERED

14 FEB 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

(A) All of the Company's entire right, title and interest in and to all copyrights and rights and interests in copyrights and works protectable by copyright whether now owned or hereafter created, authored (as a work for hire) or acquired by the Company (in whole or in part) relating to Product or any Item of Product and all renewals and extensions thereof, throughout the world relating to Product or any Item of Product, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Company or in the name of the Agent for past, present and future infringements of copyright, including, without limitation:

(i) all of the Company's right, title and interest in and to all copyrights or rights or interests in copyrights registered or recorded in the United States Copyright Office, including without limitation the United States Copyrights listed in Schedule A of the Copyright Agreement;

(ii) all of the Company's right, title and interest in and to copyrights of all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright, including, without limitation, copyrights or rights or interests in copyrights registered or recorded in the United States Copyright Office;

Cont'd/...

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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 12 February 1991

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

† delete a
appropri

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

ITC Entertainment Holdings Limited

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

--

"Facility Documents" means the Facility Agreement, any accession notices thereunder (being a notice in the form set out in the Facility Agreement in respect of a proposed nominated borrower), letters of credit issued or to be issued pursuant to the Facility Agreement and the Security Documents;

"Obligor" means Campania Limited, ITC Entertainment Group Limited, ITC Distribution, Inc. and each company which may from time to time be required to execute and shall have executed a Security Document pursuant to the terms of the Facility Agreement;

"Security Documents" means each Supplemental Security Document and any other security or trust document (a) executed or to be executed by any Obligor to secure any obligations under the Facility Documents (or any of them) or (b) required to be executed by any Obligor under the terms of any other Copyright Document.

"Supplemental Security Documents" means the Composite Guarantee and Debenture, the Canadian Security Documents and the US Security Documents;

Terms not otherwise defined herein shall have the meanings attributed to them in the Copyright Agreement.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (iii) all of the Company's right, title and interest in and to all renewals and extensions of any such copyrights that may be secured under the law at the date of the Copyright Agreement or thereafter in force and effect;
- (iv) all of the Company's rights to make and exploit all derivative works based on or adopted from all works covered by the copyrights referred to in the Copyright Agreement;

(all such copyrights, rights, interests, renewals, extensions, and proceeds of the Company being the "Copyrights" of the Company, but excluding the portion of the Company's Copyrights respecting which the Company may not assign or grant a security interest or lien by virtue of an express prohibition contained in any agreement pursuant to which such Copyright (or interest therein) was created or acquired, it being understood and agreed that the Copyrights assigned by the Copyright Agreement shall include, without limitation, rights and interests pursuant to licensing or other contracts in favour of the Company pertaining to copyrights and works protectable by copyright presently or in the future owned or used by third parties, but in the case of third parties which are not affiliates of the Company only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.

The Copyright Agreement contains certain undertakings including:

- (i) If the Company shall obtain rights to any new works protectable by copyright, or become entitled to the benefit of any Copyright, application for Copyright or renewals or extension of any Copyright, the provisions of the Copyright Agreement shall automatically apply thereto.
- (ii) The Company will not permit the inclusion in any contract to which it becomes a party of any provisions which could or might in any way impair or prevent the creation of a security interest in the Company's rights and interest in any property included within the definition of the Copyrights acquired under such contracts except as provided by terms of the Facility Agreement.
- (iii) The Company will not grant any security interest in any Copyright except as permitted by the Copyright Agreement.
- (iv) The Company will not enter into any agreement which prohibits or otherwise restricts the Company in granting liens in favour the Agent except as provided by the Facility Agreement.

"Product" means:

- (i) any feature or non-feature motion picture, or film (including the soundtrack thereto) produced for release in any Medium including, without limitation, Theatrical, Non-Theatrical, Videogram or Television; and
- (ii) any Television series or program

(each of (i) and (ii) a "Work") and each and every part thereof and all rights in and privileges in relation thereto, whether recorded on film, Videogram or on or by any other means, method, process or device whether now known or hereafter to be invented or developed, which any member of the Group has produced, or with respect to which any member of the Group has or acquires, purports to have or acquire or is to acquire all or part of the following rights (exclusive or non-exclusive):-

- (a) the rights to sell, produce, distribute, sub-distribute, exhibit, broadcast, diffuse through a telecommunications system, lease, sub-lease, licence, sub-licence or otherwise exploit any such Work (including, without limitation, rights under any so called "pick-up" arrangement and any other contracts or arrangements relating to the acquisition of any Work or any interest therein) in any market or Medium including, without limitation, Theatrical, Non-Theatrical, stage, Television, Videogram and home markets;

Cont/d...

- (b) any rights to sell trailer and advertising accessories;
- (c) any sequel, series, serial, re-issue or re-make rights;
- (d) any rights to exploit any element or component and any ancillary rights in any Work including, without limitation, merchandising and character rights, stage rights, sound track recording and music publishing rights relating to any music including the right to grant licenses to print, perform, broadcast or mechanically reproduce such music.

The term "Item of Product" shall mean a particular Work in respect of which any member of the Group has any of the aforementioned rights.

"Group" means the group comprising Campania Limited and its subsidiaries from time to time.

Terms not otherwise defined herein shall have the meaning ascribed to them in the Copyright Agreement.

KHW101\$J.07

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1991
and created by ITC ENTERTAINMENT HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc AS AGENT
FOR THE BENEFIT OF THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE FACILITY
AGREEMENT DATED 5th FEBRUARY 1991 AND ALL OTHER FACILITY DOCUMENTS (AS
DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th FEBRUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 19th FEBRUARY 1991

No. 510330

P. Jones
P. JONES

an authorised officer

C.69

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18/2
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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M118

D/W 2285229

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

To the Registrar of Companies

For official use

Company number

510330

Name of company

ITC Entertainment Holdings Limited ("the Company")

* insert full name
of company

Date of creation of the charge

5th February 1991

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

Amended and restated Trademark Security Agreement (the "Trademark Agreement") made between the Company, Midland Bank plc (the "Agent") and others

Amount secured by the mortgage or charge

all monies, obligations and liabilities (whether actual or contingent and whether owned jointly or severally or as principal debtor, guarantor, surety or otherwise) which now are or at any time after the date of the Trademark Agreement may be or become owing by any Obligor to any of the Beneficiaries pursuant to each the Facility Documents to which an Obligor is a party whether for principal (including reimbursement for amounts drawn under letters of credit issued pursuant to the Facility Agreement), interest, fees, expenses, indemnification or otherwise.

"Beneficiaries" at any time means the Agent, the Trustee, the Issuer, the FX Bank and the Banks at that time.

"Facility Agreement" means the facility agreement dated 5th February 1991 among Campania Limited, certain of its subsidiaries and Midland Bank plc for itself and as agent;

Cont'd/...

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

Midland Bank plc as agent for the benefit of the Beneficiaries of 110
Cannon Street, London

Postcode

EC4N 6AA

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

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
KHW/M0493/0146

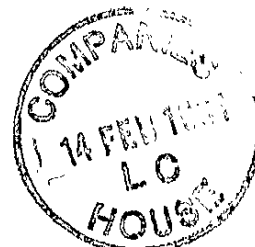
For official Use

Mortgage Section

Post room

REGISTERED

14 FEB 1991



Time critical reference

All of the Company's right, title and interest in and to the following collateral, whether owned at the date of the Trademark Agreement or thereafter acquired (such collateral being the "Collateral" of the Company):

- (a) each of the Trademarks which are presently, or in the future may be from time to time owned, held (whether pursuant to a license or otherwise) or used by the Company, in whole or in part, in conducting its business (including, without limitation, the trademark and service mark registrations, and applications for registration, specifically described in Schedule A to the Trademark Agreement) and the goodwill associated therewith;
- (b) all proceeds and products of the Trademarks (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits) and the goodwill associated therewith; and
- (c) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or in the name of the Agent for past, present and future infringements of the Trademarks and all rights (but not obligations) corresponding thereto.

If, during the term of the Facility Agreement, the Company shall obtain rights to any new Trademarks, the provisions of the Trademark Agreement shall automatically apply thereto.

Contd/...

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 13 February 1991

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 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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*delete if
inappropriate

Company number

510330

Name of company

ITC Entertainment Holdings Limited

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Facility Documents" means the Facility Agreement, any accession notices thereunder (being a notice in the form set out in the Facility Agreement in respect of a proposed nominated borrower), letters of credit issued or to be issued pursuant to the Facility Agreement and the Security Documents;

"Obligor" means Campania Limited, ITC Entertainment Group Limited, ITC Distribution, Inc. and each company which may from time to time be required to execute and shall have executed a Security Document pursuant to the terms of the Facility Agreement;

"Security Documents" means each Supplemental Security Document and any other security or trust document (a) executed or to be executed by any Obligor to secure any obligations under the Facility Documents (or any of them) or (b) required to be executed by any Obligor under the terms of any other Security Document.

"Supplemental Security Documents" means the Composite Guarantee and Debenture, the Canadian Security Documents and the US Security Documents;

Terms not otherwise defined herein shall have the meanings attributed to them in the Trademark Agreement.

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legibly, preferably
in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

The Trademark Agreement contains:

- (i) a covenant for further assurances:
- (ii) a covenant not to permit the inclusion in any contract to which the Company becomes a party of any provisions which could or might impair or prevent the creation of a lien or security interest in the Company's rights and interests in the Collateral.

"Trademarks" means the Company's United States common law and statutory trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, existing at the date of the Trademark Agreement or thereafter adopted or acquired, and all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any political subdivision thereof or otherwise (including, without limitation, those trademarks and service marks, and registrations and applications for registrations, described in Schedule A to the Trademark Agreement) and renewals thereof.

KHW117\$1.07

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1991
and created by ITC ENTERTAINMENT HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc AS AGENT
FOR THE BENEFIT OF THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE FACILITY
AGREEMENT DATED 5th FEBRUARY 1991 AND ALL OTHER FACILITY DOCUMENTS (AS
DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th FEBRUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 19th FEBRUARY 1991

No. 510330

A handwritten signature in dark ink, appearing to be 'P. Jones', with a date '18/2' written below it.

an authorised officer

C.69

LC
18/2
BR.



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

D/W 22-85229
LC

To the Registrar of Companies

For official use

Company number

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

510330

Name of company

*ITC Entertainment Holdings Limited ("the Company")

* Insert full name
of company

Date of creation of the charge

5th February 1991

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

Amended and restated US Security Agreement (the "Security Agreement") made between the Company, Midland Bank plc (the "Agent") and others

Amount secured by the mortgage or charge

all monies, obligations and liabilities (whether actual or contingent and whether owned jointly or severally or as principal debtor, guarantor, surety or otherwise) which now are or at any time after the date of the Security Agreement may be or become owing by any Obligor to any of the Beneficiaries pursuant to each the Facility Documents to which an Obligor is a party whether for principal (including reimbursement for amounts drawn under letters of credit issued pursuant to the Facility Agreement), interest, fees, expenses, indemnification or otherwise.

"Beneficiaries" at any time means the Agent, the Trustee, the Issuer, the FX Bank and the Banks at that time.

"Facility Agreement" means the facility agreement dated 5th February 1991 among Campania Limited, certain of its subsidiaries and Midland Bank plc for itself and as agent;

Cont'd/...

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

Midland Bank plc as agent for the benefit of the Beneficiaries of 110
Cannon Street, London

Postcode

EC4N 6AA

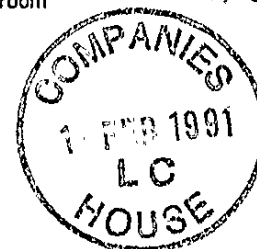
Presentor's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
KHW/M0483/0146

For official Use
Mortgage Section

Post room

14 FEB 1991



Time critical reference

Short particulars of all the property mortgaged or charged

1. (1) all of the Company's right, title and interest in the copyrights described in subsection 1(d) below for security purposes, and (2) all of the Company's right, title and interest in and to the following collateral (other than the copyrights described in subsection 1(d) below), whether owned at the date of the Security Agreement or thereafter acquired (such collateral (including the copyrights described in subsection 1(d) below) being the "Collateral" of the Company):
- (a) all equipment in all of its forms, located in the United States, at the date of the Security Agreement or thereafter existing (including, but not limited to, cameras, projectors, lenses, cassettes, cartridges, discs, tapes, music, film, sets, books and records of account, electronically recorded data, and files and correspondence), all fixtures and all parts thereof and all accessions thereto;

Cont ...

Particulars as to commission allowance or discount (note 3)

None

Signed

Cliffed Chance

Date

13 February 1991

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

† delete as appropriate

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not write in this margin

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

510330

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

Name of company

ITC Entertainment Holdings Limited

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Facility Documents" means the Facility Agreement, any accession notices thereunder (being a notice in the form set out in the Facility Agreement in respect of a proposed nominated borrower), letters of credit issued or to be issued pursuant to the Facility Agreement and the Security Documents;

"Obligor" means Campania Limited, ITC Entertainment Group Limited, ITC Distribution, Inc. and each company which may from time to time be required to execute and shall have executed a Security Document pursuant to the terms of the Facility Agreement;

"Security Documents" means each Supplemental Security Document and any other security or trust document (a) executed or to be executed by any Obligor to secure any obligations under the Facility Documents (or any of them) or (b) required to be executed by any Obligor under the terms of any other Security Document.

"Supplemental Security Documents" means the Composite Guarantee and Debenture, the Canadian Security Documents and the US Security Documents;

Terms not otherwise defined herein shall have the meanings attributed to them in the Security Agreement.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (b) all inventory in all of its forms, located in the United States, at the date of the Security Agreement or thereafter existing (including, but not limited to, (i) Products and Items of Product, positive and negative film, prints and reprint material, gauges, cassettes, cartridges, discs, tapes, sound tracks and music cue sheets, and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Company has an interest in mass or a joint or other interest or right of any kind, and (iii) goods which are returned to or repossessed by the Company), and all accessions thereto and products thereof and documents therefor;
- (c) to the extent that the agreements under which the following Collateral was acquired or created do not expressly prohibit a grant of such security interest, all accounts, contract rights, chattel paper, instruments, deposit accounts (including all Deposit Accounts), general intangibles and other obligations of any kind, at the date of the Security Agreement or thereafter existing, (whether or not arising out of or in connection with the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing, and other exploitation of Product and including, but not limited to, all rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts (i) from theatrical exhibitors, non-theatrical exhibitors, television networks and stations, airlines, cable television systems, pay television operators, distributors of Product by videotape, cassette, cartridge or disc, and other exhibitors (ii) from other distributors, subdistributors, lessees, sublessees, licensees and sublicensees, and (iii) from any other person who distributes, exhibits or exploits Product), and all rights at the date of the Security Agreement or thereafter existing in and to all distribution, exhibition, lease, license, and security agreements and other contracts providing for, securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles or other obligations;
- (d) to the extent that the agreements under which the following Collateral was acquired or created do not expressly prohibit a grant of such security interest, all copyrights and rights and interests in copyrights and works protectable by copyright whether owned at the date of the Security Agreement or thereafter created, authored (as a work for hire) or acquired by the Company (in whole or in part) relating to Product or any Item of Product and all renewals and extensions thereof, throughout the world relating to Product or any Item of Product, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of the Company or in the name of the Agent for past, present and future infringements of copyright, including, without limitation:
- (i) all of the Company's right, title and interest in and to all copyrights or rights or interests in copyrights registered or recorded in the United States Copyright Office,
 - (ii) all of the Company's right, title and interest in and to copyrights of all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright, including, without limitation, copyrights or rights or interests in copyrights registered or recorded in the United States Copyright Office,

Cont ...

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

Particulars of a mortgage or charge
(continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

ITC Entertainment Holdings Limited

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

--

- (iii) all of the Company's right, title and interest in and to all renewals and extensions of any such copyrights that may be secured under the law at the date of the Security Agreement or thereafter in force and effect, and
 - (iv) all of the Company's rights to make and exploit all derivative works based on or adopted from all works covered by the copyrights referred to herein;
 - (e) to the extent that the agreements under which the following Collateral was acquired or created do not expressly prohibit a grant of such security interest, all other general intangibles, at the date of the Security Agreement or thereafter existing and wherever arising, including, but not limited to, all (i) rights in screenplays, musical works and compositions and all rights under contracts relating to the production of Product (ii) rights under contracts with cast, directors, producers, special effects personnel or other creative, artistic and technical staff; (iii) rights, whether arising under written contracts or otherwise, to sell, produce, distribute, subdistribute, exhibit, lease, sublease, license, sublicense or otherwise exploit Product, (iv) rights to sell trailer and advertising accessories relating to Product, (v) any sequel, series, serial, re-issue or re-make rights relating to Product, (vi) merchandising and character rights, stage rights, sound track recording rights and music publishing rights relating to any music embodied in or written for Product, and rights to grant licenses to print, perform or mechanically reproduce such music, (vii) rights in and to all United States patents (and reissues and extensions thereof) and patent applications, (divisions, continuations and continuations-in-part thereof) and licenses and rights in, and the right to sue for all past, present and future infringements of, any and all of the foregoing patents and patent applications, (viii) rights in and to all United States common law and statutory trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, and the goodwill associated therewith, and all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any political subdivision thereof or otherwise, (ix) rights in any partnership or joint venture, and (x) tax refunds and other refunds or rights to receive payment from United States federal, state or local governments or foreign governments;
 - (f) all insurance policies of any kind, at the date of the Security Agreement or thereafter existing, including, without limitation, all "errors and omissions" insurance policies and cast insurance policies and key executive life insurance policies, but excluding "directors and officers" insurance policies; and
 - (g) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in paragraphs (a)-(f) of this Section 1) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.
2. The Security Agreement contains a covenant for further assurances.
 3. The Security Agreement contains a covenant to maintain insurances in accordance with the terms thereof.
 4. The Security Agreement contains a covenant that the Company will not enter into any agreement which prohibits or otherwise restricts the Company in granting liens in favour of the Agent except as permitted by the terms of the Facility Agreement.

"Deposit Accounts" means deposit accounts with banks that have entered into a letter agreement with the Company and the Agent;

"Group" means the group comprising Campania Limited and its subsidiaries from time to time;

Cont ...

"Product" means:

(i) any feature or non-feature motion picture, or film (including the soundtrack thereto) produced for release in any Medium including, without limitation, Theatrical, Non-Theatrical, Videogram or Television; and

(ii) any Television series or program

(each of (i) and (ii) a "Work") and each and every part thereof and all rights in and privileges in relation thereto, whether recorded on film, Videogram or on or by any other means, method, process or device whether now known or hereafter to be invented or developed, which any member of the Group has produced, or with respect to which any member of the Group has or acquires, purports to have or acquire or is to acquire all or part of the following rights (exclusive or non-exclusive):-

- (a) the rights to sell, produce, distribute, sub-distribute, exhibit, broadcast, diffuse through a telecommunications system, lease, sub-lease, licence, sub-licence or otherwise exploit any such Work (including, without limitation, rights under any so called "pick-up" arrangement and any other contracts or arrangements relating to the acquisition of any Work or any interest therein) in any market or Medium including, without limitation, Theatrical, Non-Theatrical, stage, Television, Videogram and home markets;
- (b) any rights to sell trailer and advertising accessories;
- (c) any sequel, series, serial, re-issue or re-make rights;
- (d) any rights to exploit any element or component and any ancillary rights in any Work including, without limitation, merchandising and character rights, stage rights, sound track recording and music publishing rights relating to any music including the right to grant licenses to print, perform, broadcast or mechanically reproduce such music.

The term "Item of Product" shall mean a particular Work in respect of which any member of the Group has any of the aforementioned rights.

Terms not otherwise defined herein shall bear the meaning attributed to them in the Security Agreement.

KHW109\$1.07

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th FEBRUARY 1991
and created by ITC ENTERTAINMENT HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc AS AGENT
FOR THE BENEFIT OF THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE FACILITY
AGREEMENT DATED 5th FEBRUARY 1991 AND ALL OTHER FACILITY DOCUMENTS (AS
DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th FEBRUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 19th FEBRUARY 1991

No. 510330

P. Jones
P. JONES

an authorised officer

C.69

LC
18/2
BR.

HC021B

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M126

D/W 2285229

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

To the Registrar of Companies

For official use

Company number



510330

Name of company

* ITC Entertainment Holdings Limited (the "Company")

* insert full name
of company

Date of creation of the charge.

6 February 1991

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

Composite Guarantee and Mortgage Debenture (the "Guarantee and Debenture") made between the Company, Midland Bank Plc (the "Trustee") and others

Amount secured by the mortgage or charge

all monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise) which now are or at any time after the date of the Facility Agreement may be or become due or owing by any Obligor to any of the Beneficiaries pursuant to each of the Facility Documents to which an Obligor is a party.

"Accession Notice" means a notice in the form of that set out in the Twelfth Schedule to the Facility Agreement delivered or to be delivered in respect of a proposed Nominated Borrower to the Agent;

"Agent" means Midland Bank Plc as agent for the Banks;

"Banks" means the Original Lender and each other bank or other financial institution to whom a Bank has assigned or transferred any right or obligation in accordance with the Facility Agreement and "Bank" means any of the Banks;

"Beneficiaries" at any time means the Agent, the Trustee, the Issuer, the FX Bank and the Banks at that time;

Cont/.....

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

Midland Bank Plc
110 Cannon Street, London EC4N 6AA
as agent and trustee for and on behalf
of itself and the Banks

Postcode

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

Clifford Chance
Royex House
Aldermanbury Square
London
EC2V 7LD

OGV/M0483/0146/KHW

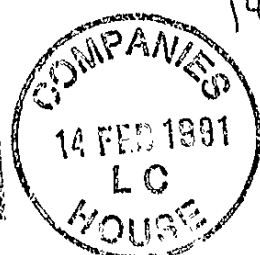
Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

14 FEB 1991



1. Fixed Charges

(1) The Company mortgages, charges and assigns:-

(a) by way of a legal mortgage all the immoveable property now or in future belonging to the Company (other than the leasehold property specified in Schedule 2 to the Guarantee and Debenture) together with all buildings and Fixtures thereon and the benefit of any covenants for title given or entered into by any of its predecessors in title, any moneys paid or payable in performance of such covenants and all other estates or interest in any freehold or leasehold property wheresoever situate now or in the future belonging to it and all buildings and Fixtures thereon;

(b) by way of fixed charge:

(i) (to the extent not charged pursuant to sub-clause (a) above) all present and future estates or interest in any freehold or leasehold property belonging to the Company (other than the leasehold property specified in Schedule 2 to the Guarantee and Debenture) and all buildings and Fixtures thereon and all proceeds of sale thereof;

Cont/.....

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 13 February 1991

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 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

~~TTC Entertainment Holdings Limited~~

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Borrower" means any of (i) the Initial Borrowers and (ii) the Nominated Borrowers (and "Borrowers" means any or all of them);

"Canadian Security Documents" means each of the Canadian General Security Agreements and the Canadian Guarantees;

"Charging Company" means each company which may from time to time be required to execute and shall have executed a Security Document pursuant to the terms of the Facility Agreement;

"Facility Agreement" means the Facility Agreement dated 5 February, 1991 between Campania Limited, ITC Entertainment Group Limited and ITC Distribution, Inc., Midland Bank Plc as the Issuer, the FX Bank, the Agent, the Trustee and the Original Lender and includes all amendments, restatements, variations, modifications, novations and supplements thereto from time to time in force;

"Facility Documents" means the Facility Agreement, any Accession Notices, the Letters of Credit and the Security Documents;

"FX Bank" means Midland Bank Plc as provider of the FX Facility pursuant to the Facility Agreement;

"Group" means the group comprising Campania Limited and its subsidiaries from time to time;

"Issuer" means Midland Bank Plc as the letter of credit issuing bank pursuant to the Facility Agreement;

"Letter of Credit" means a standby letter of credit issued or to be issued by the Issuer pursuant to the Facility Agreement;

"Nominated Borrower" means each company nominated in accordance with the Facility Agreement;

"Obligor" means Campania Limited, ITC Entertainment Group Limited, ITC Distribution, Inc. and each other Charging Company;

"Original Lender" means Midland Bank Plc;

cont/.....

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

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- (ii) all plant and machinery now or in the future owned by it (other than any motor vehicles) and its interest in any such plant or machinery in its possession;
- (iii) its present and future interest in all Pledged Indebtedness, Pledged Rights and Pledged Stock and in all debentures, bonds or other securities;
- (iv) its interest in all Accounts (to the extent not otherwise charged pursuant to the Guarantee and Debenture) payable or incurred to it and the benefit of all rights, securities and guarantee of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
- (v) its present and future goodwill;
- (vi) the benefit of all present and future licences other than licences pursuant to which any right, title or interest referred to in paragraph (ix) below is granted to the Company (statutory or otherwise) held in connection with its business or the user of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (vii) its present and future uncalled capital;
- (viii) all moneys beneficially owned by it and standing to the credit of each of its accounts (to the extent not otherwise charged pursuant hereto) with any of the Beneficiaries or any other financial institution or bank and the debt represented thereby;
- (ix) to the extent not assigned or secured pursuant to Clause 1(2) below all its right, title and interest in and to all Product and Items of Product and all goods and tangible and intangible property related to Product and Items of Product, whether any such Item of Product is being planned or developed, is in production or preproduction or is completed, including without limitation (i) all rights (including contract rights) constituting Product and Items of Product; (ii) all tangible personal property relating to Product and Items of Product, including without limitation the exhibition, distribution or other exploitation of Product and Items of Product (including without limitation all positive and negative film, prints and pre-print material (including without limitation inter-positive, negatives, trailers, trims, off-cuts, stills and other audio visual, audio or visual elements, duplicate negatives, inter negatives, colour reversal intermediates, colour separations and matrices)) of all types and gauges, cassettes, cartridges, discs, tapes, sound tracks, music cue sheets, scripts, treatments and tangible personal property used or to be used in the production or exploitation of Product; (iii) all rights under contracts relating to the production of Product or relating to the Items of Product, (including without limitation rights under contracts with cast, directors, producers, special effects personnel or other creative, artistic and technical staff); (iv) all rights (including contract rights) which grant to others rights to exhibit, distribute or otherwise exploit Product and Items of Product, including without limitation distribution, sub-distribution, exhibition, licence, sub-licence, lease, sublease, television network and syndication, sale and other contracts (including all such rights under contracts with subsidiaries); (v) all pledgeholder, laboratory access or film warehousing agreements and rights of access to film warehouses or laboratories however documented or recorded relating to Product and Items of Product; and (vi) all promotional materials relating to Product and Items of Product, including without limitation transparencies, posters, press books, publicity kits, still photographs and promotional trailers;

cont/.....

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

~~ITC Entertainment Holdings Limited~~

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Security Documents" means each Supplemental Security Document and any other security or trust document (a) executed or to be executed by any Obligor to secure any obligations under the Facility Documents (or any of them) or (b) required to be executed by any Obligor under the terms of any other Security Document;

"Supplemental Security Documents" means the Guarantee and Debenture, the Canadian Security Documents and the US Security Documents;

"US Obligors" means each Obligor incorporated under the laws of any State of the United States;

"US Security Documents" means the US Guaranty, US Pledge Agreement, the Copyright Collateral Assignment, US Security Agreement, Guarantors Contribution Agreement and the Trademark Security Agreement.

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (x) to the extent not included in or assigned or secured pursuant to paragraphs (ii) to (ix) inclusive above or Clause 1(2) below all its right, title and interest in and to all patents and patent rights, registered and unregistered trademarks, trade names, goodwill, inventions, processes, licences, agreements, leases, royalties, franchises, contracts, rights under contracts (including rights under joint venture agreements), chattel paper, cash and cash equivalents, documents, permits, negotiable and non-negotiable instruments, judgments, choses in action and claims (whether or not inchoate) and all general intangibles whether or not included in the foregoing, including without limitation shipping documents, warehouse receipts, policies of insurance and other documents accompanying or relating to drafts drawn under any Letter of Credit and any such drafts;
- (xi) to the extent not included in paragraph (ix) above all its right, title and interest in and to all tangible personal property, including without limitation fixtures, wherever located, cameras, projectors, lenses and other equipment used in the production, exhibition or distribution of motion pictures or television shows in any form whatsoever, cassettes, cartridges, discs, tapes, music, film, sets and other tangible personal property relating to the production of motion pictures or television shows and other forms of entertainment through wires or cables, over the air or by any other means or device, and all other equipment, machinery, inventory, supplies or other goods and tangible personal property of any nature whatsoever;
- (xii) to the extent not assigned or secured pursuant to Clause 1(2) below all its right, title and interest in and to all present and future books and records, including without limitation books of account and ledgers of every kind, nature and description, all electronically recorded data relating to any other Obligor or the business thereof, all receptacles and containers for such records, and all files and correspondence;
- (xiii) to the extent not included in paragraphs (iv), (ix) and (x) inclusive above, all its right, title and interest in and to all insurance policies required to be maintained by the Facility Agreement and all other policies of insurance taken out by the Company;
- (xiv) all its right, title and interest in and to all other property, assets, rights and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, except as expressly otherwise provided in the provisions of this Clause 1;
- (xv) all proceeds including insurance proceeds, and products of the items charged in this Clause 1; and
- (xvi) (to the extent not charged pursuant to the provisions of the Guarantee and Debenture), all book and other debts and monetary claims now or at any time hereafter due or owing to the Company, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims.

(2) Assignment

(a) by way of assignment:-

- (i) all copyrights, statutory and common law literary property and music rights; and
- (ii) all similar, analogous or other rights and rights of action of whatever nature in, to or related to such copyrights whether now known or in the future created; and

Cont/.....

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

510330

Name of company

~~ITC Entertainment Holdings Limited~~

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

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This image shows a completely blank white page enclosed by a prominent, thick black rectangular border. The interior of the page is devoid of any text, markings, or illustrations.

(iii) (without limiting the generality of the above-mentioned) all copyrights and aforementioned analogous rights in and to

- (1) all literary, musical, dramatic, graphic and artistic works, sound recordings, photographs, broadcasts, cable programmes (as defined in the Copyright, Designs and Patents Act 1988); and
- (2) each Film and Item of Product;

whether vested, contingent or future (and in relation to future copyright by way of present assignment of future copyright under section 91 of the Copyright, Designs and Patents Act 1988) (together with the right to sue for past infringements of any of the above) which the Company holds or owns or purports to hold or own, or to which the Company is now or may at any time hereafter be entitled by virtue of or pursuant to the law in force in any part of the Universe (including without limitation all such rights in relation to all Items of Product) TO HOLD to the Trustee and its successors and assigns absolutely for the whole period of such above-mentioned rights together with any and all renewals reversions and extensions throughout the Universe.

(b) In relation to any copyrights, common law or statutory literary property rights and copyrights relating to Product and rights in Product and music rights assigned and/or secured pursuant to any of the Security Documents (other than the Guarantee and Debenture) (collectively "Assigned Rights") the Company to the extent possible grants to the Trustee by way of fixed charge a security interest in the Assigned Rights.

(c) To the extent that the Company is unable to assign any rights mentioned in any of the foregoing paragraphs of this Clause 1 (collectively "Unassigned Rights") the Company grants to the Trustee an exclusive and absolute licence of such Unassigned Rights for the full period of such Unassigned Rights with the full right to sub-licence and/or assign the benefit of the same and where the same are incapable of licence the Company undertakes to hold the same and the entire benefit thereof upon trust for the Trustee absolutely.

Floating Charges

2.

The Company, as beneficial owner, charges by way of a floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future not otherwise effectively assigned, mortgaged, charged or secured by way of assignments, fixed mortgage or charge by Clause 1 above.

Cont/.....

Charge of the Receivables Account

- (1) The Company assigns by way of security to the Trustee, all of its rights, title and interest in and to its Receivables Account and all sums for the time being and from time to time standing to the credit thereof.

The Guarantee and Debenture contain various undertakings given by the Company:

- (i) Subject to the terms of the Guarantee and Debenture the Company shall not be entitled to assign licence, sub-licence (whether pursuant to any licence or sub-licence from any other member of the Group or otherwise) or otherwise dispose of an interest or rights in any Item or Product or in any of the copyrights or rights assigned pursuant to sub-clause 1(2)(a) above or licensed pursuant to sub-clause 1(2)(c) above (or any part thereof) without the prior written consent of the Trustee.
- (ii) Except as provided in the Facility Agreement, the Company shall not assign, purport to assign, create or permit to subsist any encumbrance over all or any of the Security Assets.

The Guarantee and Debenture confers the power on the Trustee to appoint a Receiver.

The Guarantee and Debenture contains a covenant for further assurance and the granting of fixed security over after acquired property.

"Accounts" means all accounts, contract rights, general intangibles constituting rights to receive the payment of money, receivables and all rights to receive the payment of money in respect of any of the Security Assets and/or from any collecting societies, trade union or guild organisations, arising from any source whatsoever including without limitation, rights to receive the payment of money under present or future contracts, (whether or not earned by performance) from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sub-licensing and other exploitation of Product or Items of Product in any Medium whether now known or hereafter developed by any method, process or device in any market, including without limitation all rights to receive film rentals, licence fees, distribution fees, producer's shares, royalties, completion guarantor's rebates and other amounts of every description (i) from Theatrical exhibitors, Non-theatrical exhibitors, Television networks and stations, airlines, cable television systems, pay television operators, whether on a subscription or per programme charge basis, distributors of Product by Videogram and other exhibitors and distributors; (ii) from other distributors, sub-distributors, lessees, sub-lessees and sub-licensees (including any subsidiary of the Parent); and (iii) from any other person (including any subsidiary of the Parent) who distributes, exhibits or exploits Product or Items of Product;

cont/.....

"Film" shall have the meaning set out in Section 5(1) of the Copyright, Designs and Patents Act 1988 and in addition shall include any and all sound recordings included in the soundtrack thereof and each and every part thereof;

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Guarantee and Debenture, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery from time to time thereon and all stores, manufacturing facilities and other structures erected on such property, the property wherein is vested in the Company;

"Pledged Indebtedness" means all indebtedness from time to time owing to an Obligor from any present or future subsidiary of any thereof together with all security held by such Obligor with respect to such indebtedness;

"Pledged Rights" means all rights that an Obligor has or will have to receive profits or surplus of, or other distributions by way of income, return of capital or liquidating distributions from, a partnership or joint venture enterprise, including without limitation any distributions to general partners in such partnership;

"Pledged Stock" means (i) all the issued share capital of, and all stocks, shares and securities in any present or future subsidiary of an Obligor or in any corporation, joint venture enterprise, business trust or a limited liability company and for the avoidance of doubt comprising at the date the Guarantee and Debenture the shares listed in Schedule 1 to the Guarantee and Debenture, (ii) all limited partnership interests in any present or future subsidiary of an Obligor which is a limited partnership and (iii) all warrants options and similar rights to acquire such share capital (other equity interests) or such limited partnership interests;

"Product" means:

(i) any feature or non-feature motion pictures, or film (including the soundtrack thereto) produced for release in any Medium including without limitation Theatrical, Non-Theatrical, Videogram or Television; and

(ii) any Television series or programme

(each a "Work") and each and every part thereof and all rights in and privileges in relation thereto

whether recorded on film, Videogram or on or by any other means, method, process or device whether now known or hereafter to be invented or developed, which any member of the Group has produced, or with respect to which any member of the Group has or acquires, purports to have or acquire or is to acquire all or part of the following rights (exclusive or non-exclusive):-

(a) the right to sell, produce, distribute, sub-distribute, exhibit, broadcast, diffuse through a telecommunications system, lease, sub-lease, licence, sub-licence or otherwise exploit any such Work (including, without limitation, rights

under any so called "pick up" arrangement and any other contracts or arrangements relating to the acquisition of any Work or any interest therein) in any market or Medium including, without limitation, Theatrical, Non-Theatrical, stage, Television, Videogram and home markets;

- (b) any right to sell trailer and advertising accessories;
- (c) any sequel, series, serial, re-issue or re-make rights;
- (d) any rights to exploit any element or component and any ancillary rights in any Work including, without limitation, merchandising and character rights, stage rights, sound track recording and music publishing rights relating to any music including the right to grant licences to print perform broadcast or mechanically reproduce such music

and the term "Item of Product" shall mean a particular Work in respect of which any member of the Group has any of the aforementioned rights;

"Receivables Accounts" means the accounts with Midland Bank plc entitled ITC Entertainment Group Limited, Collections A/C, at each of its Poultry and Princes Street branch, London, account number 80478911 and its Marble Arch branch, London, account number 51132652;

"Security Assets" means all assets, rights and property of the Company assigned and licensed by the Guarantee and Debenture and/or subject of any security thereby created;

All capitalised terms not otherwise defined herein shall bear the same meaning as that ascribed to them in the Guarantee and Debenture

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

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

I hereby certify that a mortgage or charge dated the 6th FEBRUARY 1991
and created by ITC ENTERTAINMENT HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MIDLAND BANK plc AS AGENT
AND TRUSTEE FOR AND ON BEHALF OF ITSELF AND THE BANKS PURSUANT TO THE
FACILITY AGREEMENT DATED 5th FEBRUARY 1991 AND ALL OTHER FACILITY
DOCUMENTS AS DEFINED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 14th FEBRUARY 1991

Given under my hand at the Companies Registration Office,

Cardiff the 19th FEBRUARY 1991

No. 510330

P. Jones
P. JONES

an authorised officer

C.69