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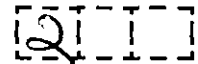
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Please complete
in typescript, or
in bold black
capitals

LLP Number

OC303945

For official use

**Full Name of Limited Liability Partnership**

The Second Mezzanine Film Fund LLP (the "Partnership")

Date of creation of the charge

31 October 2003

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

Charge over Cash Deposit and Account and Deed of Assignment dated 31 October 2003 (the "Charge") and made between (1) the Partnership and (2) Alliance & Leicester Commercial Finance plc

Amount secured by the mortgage or charge

The full amount of all moneys, liabilities and other obligations in any currency or currencies on or after 31 October 2003 due, owing, incurred or payable, or expressed or intended to be due, owing, incurred or payable, to the Bank by the Partnership under the Loan Agreement and the Charge, whether those liabilities or obligations are actual or contingent, present or future, joint or several, whether incurred as principal debtor or as surety, whether or not subject to the giving of any notice, and in any style, name or form including, without limitation, all interest (after as well as before judgment) ("Secured Sums").

Please return

via

CH London Counter

Signed

Denton Wilde Sapte

Date

17 November 2003

On behalf of ~~XXX~~ [mortgagee/chargee] (delete as appropriate)

Please give the name, address, telephone number and e-mail (if available) of the person Companies House should contact if there is any query. (DX addresses are acceptable for this purpose if you have one).

Denton Wilde Sapte

1 Fleet Place, London, EC4M 7WS, DX:242 LONDON

Ref: CPCL/SD/56471.00051/6461228.01

Tel 020 7246 7061

E-mail cpcl@dentonwildesapte.com

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COMPANIES HOUSE0006
17/11/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

Names and addresses of the mortgagees or persons entitled to the charge	Alliance & Leicester Commercial Finance plc, whose registered office is at Carlton Park, Narborough, Leicester LE19 0AL (the "Bank")
Short particulars of all the property mortgaged or charged	<p>The Partnership with full title guarantee as a continuing security for the payment and discharge of the Secured Sums:</p> <p>(i) charges in favour of the Bank by way of first fixed charge the Deposit and the debts represented by the Deposit;</p> <p>(ii) assigns to the Bank absolutely by way of security of all of its right title and interest in and to the benefit of the Lease Agreement entered into, or to be entered into (including without limitation the right to receive the Rental Payments) and all of its right title and interest in and to the benefit of the Letter of Credit entered into, or to be entered into (including without limitation the right to receive the Guaranteed Sums) until the Secured Sums have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Bank.</p> <p>Pursuant to Clause 6 of the Charge, the Partnership undertakes: (a) not to assign, transfer or otherwise dispose of the Deposit or any of the other Collateral nor to create or permit to subsist any Security Interest thereon, except for the charge or assignment created by the Charge; (b) that there shall be, and thereby warrants that there have been, no other charges or security interests created by the Partnership over the benefit of the Lease Agreement or the Letter of Credit or the Deposit without the prior written consent of the Bank; (c) that it shall not, without the prior written consent of the Bank (not to be unreasonably withheld or delayed) (i) waive any rights it has under the Lease Agreement or (cont.)</p>
Particulars as to commission allowance or discount (note 3)	NIL

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 LLP398 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 LLP 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 Form LLP395 continuation sheet.
- 5 Cheques and Postal Orders must be made payable to **Companies House**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

COMPANIES FORM No. LLP395 (Cont.)

Continuation Sheet No 1

OC303945

Name of company

The Second Mezzanine Film Fund LLP

Short particulars of all the property mortgaged or charged (continued)

the Letter of Credit or (ii) agree to any amendment to the terms of the Lease Agreement or the Letter of Credit.

In this Form 395:

"A" Rentals" means the rentals payable to the Partnership as set out in Schedule 1 of the Lease Agreement;

"Account Bank" means Alliance & Leicester Commercial Bank plc of Bridle Road, Bootle, Merseyside G1R 0AA;

the "Collateral" means the property from time to time charged or expressed to be charged pursuant to Clause 3 of the Charge and the property assigned or expressed to be assigned by way of security pursuant to Clause 4 of the Charge or any part thereof;

"Dedicated Account" means account number 2885999 sort code 72-00-00 opened in the name of the Partnership with the Account Bank and all rights of the Partnership in relation thereto;

"Deposit" means all monies or, as appropriate, any part thereof from time to time (whether actually or contingent) standing to the credit of the Dedicated Account (as the same may be redesignated or rearranged) together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith;

"Guaranteed Sums" means all amounts payable from time to time to the Partnership pursuant to the Letter of Credit;

"Lease Agreement" means the lease agreement dated 31 October 2003 entered into by the Partnership and Faking It Productions Limited as lessee relating to the film Fakers;

"Letter of Credit" means the Letter of Credit dated 31 October 2003 granted by the Governor and Company of the Bank of Scotland in favour of the Partnership in relation to the film Fakers with Faking It Productions Limited as lessee;

"Loan Agreement" means the loan agreement between the Bank and the Partnership dated 31 October 2003;

"Rental Payments" means all amounts constituting "A" Rentals payable from time to time to the Partnership pursuant to the Lease Agreement; and

"Security Interest" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC303945

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT AND ACCOUNT AND DEED OF ASSIGNMENT DATED THE 31st OCTOBER 2003 AND CREATED BY THE SECOND MEZZANINE FILM FUND LIMITED LIABILITY PARTNERSHIP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO ALLIANCE & LEICESTER COMMERCIAL FINANCE PLC 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 17th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th NOVEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —