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in bold black
capitals

A C 00400041 13

LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

LLP Number / 0C308204

For official use

[2]

Full Name of Limited Liability Partnership

MOLE FILMS LLP (the "Chargor") a Limited Liability
Partnership incorporated in the United Kingdom with
registered address at 100 Pall Mall, London SW1Y 5NQ

Date of creation
of the charge

23rd March 2005

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

A Charge over Cash Deposit and Account and Deed of Assignment in
relation to the film entitled Truth About Love and the programme
entitled Secret World of Benjamin Bear (each a "Film" and together
the "Films") between the Chargor and the Bank (the "Charge")

Amount secured by the
mortgage or charge

19
10

The due and punctual payment of all amounts from time to
time outstanding under the Loan Agreements and any cost,
loss, expense or liability of whatever kind resulting from
the failure by any of the members of the Chargor (the
"Members") to make due and punctual payment of any amounts
from time to time outstanding under the Loan Agreements or
resulting from any of the obligations contained in the Loan
Agreements being or becoming void, voidable, unenforceable
or ineffective against any of the Members and an amount
equal to any stamp duties, search fees, registration fees
and duties in connection with the entry into, performance
or enforcement of or preservation of any right under the
Charge (including penalties for late payment) and all
expenses (including legal and out of pocket expenses on a
full indemnity basis and such amounts as the Bank may from
time to time, properly and reasonably require for its
proper internal Cont.

Please return via
CH London Counter

Signed

CMS Cameron McKenna

Date

31st March 2005On behalf of ~~XXXXXXX~~/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

CMS Cameron McKenna

Mitre House, 160 Aldersgate Street, London, EC1A 4DD,
DX 135316 BARBICAN 2
ACD/ON1010.00086/21325038.01

Tel 020 7367 3000

E-mail

LD4
COMPANIES HOUSE0199
01/04/05

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

Clydesdale Bank PLC (trading as Yorkshire Bank) whose address for the purpose of the Charge is c/o National Australia Bank Limited, 88 Wood Street, London, EC2V 7QQ (the "Bank")

Short particulars of all the
property mortgaged
or charged

With full title guarantee and by way of first fixed charge all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of account number 11118194 sort code 05-00-20 opened in the name of the Chargor with the Bank (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 (the "Deposit"); and the debts represented by the Deposit.

With full title guarantee and by way of assignment to the Bank all of its right title and interest in and to the benefit of each 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 each Guarantee entered into at the date of the Charge, or to be entered into (including without limitation the right to receive the Guaranteed Sums) after the date of the Charge.

The Charge contains the following negative pledge:

The Chargor shall not assign, transfer or otherwise dispose of the Deposit nor create or permit to subsist any Security Interest thereon, except for the Security Interest created by the Charge.

Cont.

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 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**.

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

Continuation of LLP395 - Amount secured by the mortgage or charge

management and administrative costs) incurred by the Bank in contemplation of, or otherwise in connection with, the enforcement of any rights or exercise of any powers under the Charge or in investigating any possible breach of the provisions of the Charge together with value added tax (if any) (the "Secured Sums").

"Loan Agreements" means a loan facility made by the Bank (or following the merger of Clydesdale Bank plc and Yorkshire Bank plc on 1st December 2004 assumed by the Bank) to certain of the members of the Chargor to enable each of such members to make up to 90% of their capital contribution to the Chargor.

Continuation of LLP 395 – Short particulars of all the property mortgaged or charged

“Guarantees” means together the guarantees in favour of the Chargor details of which are set out in Schedule 3 of the Charge and such expression shall include any and all substitute bank guarantees, letters of credit, deposits or other security which may at any time be provided to the Chargor as contemplated by any such guarantee and **“Guarantee”** shall be construed accordingly.

“Guaranteed Sums” means all amounts payable from time to time to the Chargor pursuant to the Guarantees.

“Lease Agreements” means together the lease agreements entered into by the Chargor, details of which are set out in Schedule 2 of the Charge and **“Lease Agreement”** shall be construed accordingly.

“Rental Payments” means all amounts payable from time to time to the Chargor pursuant to each Lease Agreement.

“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.

The details specified in Schedule 2 of the Charge are:

Date	Lessee	Film
Even date of the Charge	Truth About Love (Commissioning) Limited	Truth About Love
23 rd November 2005 as amended by a Lease Amendment Agreement of even date of the Charge	Secret Bear Productions Limited	Secret World of Benjamin Bear

The details specified in Schedule 3 of the Charge are:

Date	Guarantor	Beneficiary	Lessee	Film
Even date of the Charge	ABN AMRO Bank NV	Chargor	Truth About Love (Commissioning) Limited	Truth About Love
Even date of the Charge	ABN AMRO Bank NV	Chargor	Secret Bear Productions Limited	Secret World of Benjamin Bear

FILE COPY



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. OC308204

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER THE CASH DEPOSIT AND ACCOUNT AND DEED OF ASSIGNMENT DATED THE 23rd MARCH 2005 AND CREATED BY MOLE FILMS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO CLYDESDALE BANK PLC 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 1st APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th APRIL 2005.

Lc Dm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES