

Particulars of a mortgage or charge

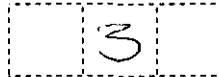
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company Number



2719242

Name of company

Celador International Limited (the **Chargor**)

Date of creation of the charge

12 February 2007

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

Charge over certain assets (the **Deed**)

Amount secured by the mortgage or charge

All moneys and liabilities on or after 12 February 2007 due, owing or incurred by it to the Chargees or any of them under or in connection with the guarantee in clause 2 of the Deed in any manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety (the **Secured Liabilities**).

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

The sellers listed in schedule 6 to the Share Purchase Agreement, the relevant part of which is reproduced as schedule 1 to this Form 395 (the **Chargees**)

being the for (names) of chargees

Presentors name address and reference (if any):

ADDLESHAW GODDARD LLP
BOX 500
COMPANIES HOUSE
21 BLOOMSBURY STREET
LONDON
WC1B 3XD
Ref: HATHR/325584/1

5-1653390-1

For official use (06-2005)

Mortgage Section

Post room



Time critical reference

1 Covenant to pay

The Chargor shall pay and discharge in full all of the Secured Liabilities in the manner provided for in schedule 10 of the Share Purchase Agreement and/or otherwise as agreed from time to time.

2 Security**2.1 Charge**

The Chargor, in the manner specified in paragraph 2.2 of this Form 395, charged by way of first fixed charge in favour of each of the Chargees for the payment and discharge of the Secured Liabilities:

- (a) the Account;
- (b) the Deposit; and
being

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

1
5
95

Particulars as to commission allowance or discount (note 3)

Signed Alexander Goldard LLP Date 16/2/07

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

On behalf of ~~[company]~~ mortgagee/chargees †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally; or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ.

(c) the Proceeds.

2.2 Title guarantee

Every disposition effected by the Deed was made with full title guarantee. The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

3 Negative pledge

Pursuant to the Deed, the Chargor shall not at the date of the Deed or thereafter

- (a) create or permit to subsist any Security over any of the Security Assets;
- (b) sell, transfer, assign or otherwise dispose of any of the Security Assets;
- (c) enter into any arrangement under which the benefit of the Account may be applied, set-off or made subject to a combination of accounts; or
- (d) cause or permit to be done anything which may depreciate, jeopardise or otherwise materially prejudice the value of any Security Asset or the rights of each of the Chargees under this Deed.

4 Further assurance

Pursuant to the Deed, the Chargor shall, at its own expense, take whatever action (including, without limitation, payment of all stamp duties and other registration fees) the Chargees may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Deed over any Security Asset; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by any Chargee or any of its or delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to a Chargee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, such Chargee may think expedient.

DEFINITIONS

Buyer means 2 Way Traffic N.V. incorporated and registered in The Netherlands with registered number 32099652, whose registered office is at Heideweg 6, 1261 GR Blaricum, The Netherlands

ABC means the Walt Disney Company, ABC Inc., Buena Vista Television Inc. and Valley Crest Production Inc. (together or individually as the context requires)

ABC Claim means the litigation commenced on 19 May 2004 by Celador International Limited, Lusam Music Limited and Paul Smith (the claimants) against ABC (the defendants) (Case No. CV04-3541 FMC (RNB))

Account means the account in the Chargor's name with Barclays Bank PLC, 27 Soho Square, London, W1D 3QR with sort code 20-67-59 and account number 83501166

Buyer's Group means the Buyer, any subsidiary of the Buyer, any holding company of the Buyer and any subsidiary of any holding company of the Buyer, in each case for the time being and **member of the Buyer's Group** shall be construed accordingly

Deposit means the amount standing to the credit of the Account from time to time (including accrued

interest) and shall include, where the context requires, any portion of such amount

Proceeds means any Settlement Payment (collected and uncollected) whether in the form of cash or otherwise and all rights in respect of the same (or any part of it)

Secured Liabilities means in respect of the Chargor all moneys and liabilities now or after the date of this Deed due, owing or incurred by it to the Chargees or any of them under or in connection with the guarantee in clause 2 of the Deed in any manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety

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

Security Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to this Deed in favour of the Chargees

Settlement Payment means any payment made by ABC to Celador International Limited (or any person to whom the ABC Claim has been assigned or transferred by Celador International Limited whether or not they are a member of the Buyer's Group)

Share Purchase Agreement means the agreement for the sale and purchase of the entire issued share capital of (i) Complete Communications Corporation Limited (ii) Knight Whitehill Productions Limited and (iii) The River Studio Limited dated 1 December 2006

Schedule 1

The Chargees

1. Paul Smith
2. Paul Smith and Sarah (Smith) King, as trustees of the P A Smith Settlement
3. Robert and Hazel Davis, as trustees of the R N Davis Settlement
4. Robert Davis
5. InvestinMedia Holdings Limited, a company incorporated in England and Wales with registered no. 1807922, whose registered office is at 36 Elder Street, London E1 6BT, being a wholly owned subsidiary of InvestinMedia plc
6. David Briggs
7. Josephine Sandilands, David Taylor and David Briggs, as trustees of the Matthew Briggs Trust
8. Michael Whitehill
9. Steven Knight

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02719242

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CERTAIN ASSETS DATED THE 12th FEBRUARY 2007 AND CREATED BY CELADOR INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SELLERS BEING PAUL SMITH, PAUL SMITH AND SARAH (SMITH) KING, AS TRUSTEES OF THE P A SMITH SETTLEMENT, ROBERT AND HAZEL DAVIS, AS TRUSTEES OF THE R N DAVIS SETTLEMENT, FOR DETAILS OF FURTHER CHARGEES CHARGED PLEASE REFER TO FORM 395 OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2007.

A. Cangelis



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —