

MG01

Particulars of a mortgage or charge

101663/247



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

WEDNESDAY



S24KSV6Z

SCT

20/03/2013

#622

COMPANIES HOUSE

1

Company details

Company number

0 2 4 8 7 5 9 7

Company name in full

Arqiva Limited (the **Chargor**)

65

For official use

→ Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d5 m0 m3 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Standard Security dated 27 February 2013 by the Chargor in favour of Deutsche Trustee Company Limited as trustee for itself and each of the other Obligor Secured Creditors (the **Obligor Security Trustee**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Obligor Secured Creditor under each Obligor Transaction Document to which such Obligor is a party (the **Obligor Secured Liabilities**)

Capitalised terms used in this Form MG01 and not otherwise defined shall have the meaning given to them in the attached continuation pages

Continuation page

Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

| | |
|----------|---|
| Name | Deutsche Trustee Company Limited |
| Address | Winchester House, 1 Great Winchester Street |
| | London |
| Postcode | E C 2 N 2 D B |
| Name | |
| Address | |
| Postcode | |

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

(FIRST) that plot or area of ground extending to nine hundred and eighteen decimal or one thousandth parts of an acre or thereby Imperial Standard Measure in the Parish of Rosneath and County of Dumbarton being the subjects disposed by and shown delineated and coloured yellow on the plan annexed and signed as relative to Disposition by Matthew H Calderwood Limited in favour of the Independent Television Authority dated Twenty Second February and recorded in the Division of the General Register of Sasines for the County of Dumbarton on Fourth March both days in Nineteen Hundred and Sixty Eight, TOGETHER WITH (One) the servitude and other rights more particularly referred to in the said Disposition, (Two) the whole parts, privileges and pertinents effeering to the said subjects and (Three) the whole right, title and interest, present and future in and to the said subjects BUT excepting therefrom the two pieces of ground at Gallow Hill in the said Parish and County being the subjects more particularly described (In the First Place) (Primo) and (Secundo) in and shown coloured green on the plan marked "Plan No 1" annexed and signed as relative to Contract of Excambion between Independent Broadcasting Authority and Matthew H Calderwood Limited dated Twenty Fifth March and Twenty Third April and recorded in the said Division of the General Register of Sasines for the County of Dumbarton on Eleventh June all months in Nineteen Hundred and Seventy Six, and (SECOND) the two areas of ground at Gallow Hill in the said Parish and County extending to seventeen decimal or one thousandth parts of an acres and forty three decimal or one thousandth parts of an acre or thereby respectively being the subjects more particularly described in, disposed (In the Second Place) (First) and (Second) by and shown outlined in red on the plan marked "Plan No 1" annexed and signed as relative to the said Contract of Excambion between Independent Broadcasting Authority and Matthew H Calderwood Limited dated Twenty Fifth March and Twenty Third April and recorded in the said Division of the General Register of Sasines for the County of Dumbarton on Eleventh June all months in Nineteen Hundred and Seventy Six, TOGETHER WITH the whole parts, privileges and pertinents effeering to the said subjects and the whole right, title and interest, present and future in and to the said subjects, which subjects were last vested in the Independent Television Authority and the Independent Broadcasting Authority whose title thereto was dated and recorded as aforesaid and from whom the Chargor acquired right by virtue of the Independent Broadcasting Authority Transfer Scheme dated and approved by the Secretary of State on 13 December 1990 made under Schedule 9 to the Broadcasting Act 1990 in favour of *inter alia* National Transcommunications Ltd (now known as Arqiva Limited conform to Certificate of Incorporation on Change of Name dated 29 July 2005)

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on 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 debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature 

X For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Obligor Security Trustee) X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

| | | |
|----------------|--|--|
| 4 | <p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p> | |
| Amount secured | <p>Additional FinCo Secured Creditor means any person that as at the Closing Date is not already a FinCo Secured Creditor and which becomes a FinCo Secured Creditor pursuant to the provisions of Clause 2.8 (Accession of Additional FinCo Secured Creditor) of the STID</p> <p>AF No 1 means Arqiva Financing No 1 Limited, a company incorporated in England and Wales with limited liability (registered number 06137924)</p> <p>Agreed Form Borrower Master Agreement has the meaning given to such term in paragraph 3.1 of the Issuer/Borrower Hedging Policy</p> <p>Agreed Form FinCo ISDA Master Agreement has the meaning given to such term in the FinCo Hedging Policy</p> <p>Ancillary Facility means a facility made available to the Borrower by an Ancillary Facility Provider on a bilateral basis and on normal commercial terms in place of all or part of a Working Capital Facility Provider's participation in a Working Capital Facility</p> <p>Ancillary Facility Provider means a consenting Working Capital Facility Provider or an affiliate of a Working Capital Facility Provider that makes an Ancillary Facility available to the Borrower</p> <p>Authorised Facility has the meaning given to such term in the MDA</p> <p>Authorised Facility Provider means a lender or other provider of credit or financial accommodation to the Borrower under any Authorised Facility (including, for the avoidance of doubt, the Issuer, FinCo and each Borrower Hedge Counterparty)</p> <p>BBF Agents means the CF&WCF Agent and the LF Agent</p> <p>Borrower means AF No 1 or any successor thereto appointed in accordance with the CTA</p> <p>Borrower Account Bank means National Westminster Bank plc, or any successor thereto, appointed to act as the account bank to the Borrower pursuant to the Borrower Account Bank Agreement</p> <p>Borrower Account Bank Agreement means the account bank agreement dated on or about the Signing Date between the Borrower, the Borrower Account Bank, the Borrower Cash Manager, the LF Agent, the Issuer, the Issuer Security Trustee and the Obligor Security Trustee</p> <p>Borrower Bank Facilities means each Capex Facility, Working Capital Facility, Liquidity Facility, any Ancillary Facility, any Permitted Facility and any other Authorised Facility other than a Finance Lease, Issuer/Borrower Facility, FinCo/Borrower Facility or Borrower Hedge (each a Borrower Bank Facility)</p> <p>Borrower Bank Facility Agreements means the agreements pursuant to which the Borrower Bank Facilities are provided</p> <p>Borrower Bank Facility Providers means the providers of the Borrower Bank Facilities under the Borrower Bank Facility Agreements</p> <p>Borrower Cash Manager has the meaning given to such term in the MDA</p> <p>Borrower Hedge Counterparties means those financial institutions listed in Part 6 (Borrower Hedge Counterparties) of Schedule 13 (Financial Institutions) to the CTA and each other Obligor Secured Creditor that accedes to the CTA and the STID and enters into an Agreed Form Borrower Master Agreement with the Borrower (but excluding, for the avoidance of doubt, the Issuer and FinCo)</p> <p>Borrower Hedges means the New Hedges entered into by the Borrower (but excluding, for the avoidance of doubt, any Issuer/Borrower Hedges and FinCo/Borrower Hedges)</p> <p>Borrower Hedging Agreement means each Pari Passu Borrower Hedging Agreement and each</p> | |

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Particulars of a mortgage or charge

| 4 | Amount secured |
|----------------|--|
| Amount secured | <p data-bbox="320 365 1062 398">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="320 465 842 499">Super Senior Borrower Hedging Agreement</p> <p data-bbox="320 510 1070 544">Capex Facility has the meaning given to such term in the MDA</p> <p data-bbox="320 555 1198 589">Capex Facility Providers has the meaning given to such term in the MDA</p> <p data-bbox="320 600 1501 667">Capex and Working Capital Facilities Agreement has the meaning given to such term in the MDA</p> <p data-bbox="320 678 1090 712">CF&WCF Agent has the meaning given to such term in the MDA</p> <p data-bbox="320 723 1358 757">Closing Date means the date of issue of the first Series of Notes under the Programme</p> <p data-bbox="320 768 1501 902">Common Documents means the CTA, the STID, the Security Deed, the other Security Documents, the MDA, the CP Agreement, the Borrower Account Bank Agreement and the Tax Deed of Covenant and any other agreement, instrument or deed designated by the Obligor Security Trustee and at least one Obligor as a Common Document</p> <p data-bbox="320 913 1501 1037">CTA means the common terms agreement dated on or about the Signing Date between, among others, the Obligors, the Obligor Secured Creditors (including the Borrower Bank Facility Providers, FinCo and the Issuer), the Obligor Security Trustee, the FinCo Security Trustee and the Issuer Security Trustee</p> <p data-bbox="320 1048 1501 1115">Conditions Precedent means the various conditions precedent, as detailed in the CP Agreement, which must be satisfied before the Closing Date</p> <p data-bbox="320 1126 1501 1193">CP Agreement means the agreement dated on or about the Signing Date to be entered into by all of the Parties to the MDA which sets out all of the Conditions Precedent</p> <p data-bbox="320 1205 1074 1238">Finance Lease has the meaning given to such term in the MDA</p> <p data-bbox="320 1249 1501 1317">FinCo means Arqiva Senior Finance Limited, (registered number 08127157) a private limited liability company incorporated under the laws of England and Wales</p> <p data-bbox="320 1328 1501 1395">FinCo Corporate Officer Provider means Structured Finance Management Limited (registered number 03853947), appointed to act as corporate officer provider to FinCo</p> <p data-bbox="320 1406 1501 1529">FinCo Hedge Counterparties means the financial institutions listed in Schedule 9 (Initial FinCo Hedge Counterparties) of the STID as Hedge Counterparties and each other FinCo Secured Creditor that has entered into an Agreed Form FinCo ISDA Master Agreement with FinCo, (but excluding, for the avoidance of doubt, the Borrower))</p> <p data-bbox="320 1541 1501 1608">FinCo Hedging Policy means the provisions set out in Schedule 3 to the FinCo Intercreditor Agreement</p> <p data-bbox="320 1619 1501 1720">FinCo Intercreditor Agreement means the FinCo intercreditor agreement dated on or about the Signing Date between, among others, FinCo, the FinCo Security Trustee and the FinCo Secured Creditors</p> <p data-bbox="320 1731 1501 1832">FinCo Secured Creditors means the FinCo Security Trustee, the Term Facility Providers, the TF Agent, the FinCo Corporate Officer Provider and the FinCo Hedge Counterparties and any other Additional FinCo Secured Creditor</p> <p data-bbox="320 1843 1501 1944">FinCo Security Trustee means Deutsche Trustee Company Limited, or any successor thereto, or any other or additional trustee and all other persons for the time being appointed to act as security trustee for the FinCo Secured Creditors pursuant to the FinCo Intercreditor Agreement</p> <p data-bbox="320 1955 1278 1989">FinCo Transaction Documents has the meaning given to such term in the MDA</p> <p data-bbox="320 2000 1214 2033">FinCo/Borrower Facilities has the meaning given to such term in the MDA</p> |

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

FinCo/Borrower Facilities Agreement has the meaning given to such term in the MDA

FinCo/Borrower Hedges means each Treasury Transaction forming part of and subject to a FinCo/Borrower Hedging Agreement

FinCo/Borrower Hedging Agreement means the ISDA Master Agreement, including each Treasury Transaction forming part thereof and subject thereto, between FinCo and the Borrower

Further Authorised Facility Provider means any Authorised Facility Provider which accedes to the CTA and the STID following the Closing Date

Intermediate Parent means Arqiva Group Intermediate Limited (registered number 08126989), a company with limited liability incorporated under the laws of England and Wales

ISDA Master Agreement means an ISDA 2002 Master Agreement as published by the International Swaps and Derivatives Association Inc and including the Schedule thereto

Issuer means Arqiva Financing Plc (registered number 08336354), a public limited company incorporated under the laws of England and Wales

Issuer Secured Creditors has the meaning given to such term in the MDA

Issuer Security Trustee has the meaning given to such term in the MDA

Issuer Transaction Documents has the meaning given to such term in the MDA

Issuer/Borrower Facilities means the facilities pursuant to which the proceeds of Notes are on-lent by the Issuer to the Borrower

Issuer/Borrower Facilities Agreement means the agreement, under which the Issuer/Borrower Facilities are provided, entered into on or about the Signing Date between, *inter alios*, the Borrower, the Issuer and the Issuer Security Trustee

Issuer/Borrower Hedges means each Pari Passu Issuer/Borrower Hedge and each Super Senior Issuer/Borrower Hedge

Issuer/Borrower Hedging Agreement means each Pari Passu Issuer/Borrower Hedging Agreement and each Super Senior Issuer/Borrower Hedging Agreement

Issuer/Borrower Hedging Policy means the provisions set out in Schedule 5 to the CTA

Jersey Security means an acknowledgement between the Obligor Security Trustee (as Plaintiff) and Arqiva Limited (as Defendant) to be registered in the Public Registry of Jersey thereby creating a judicial hypothec to be secured over the property known as Fremont Point Transmitter Station

LF Agent has the meaning given to such term in the MDA

Liquidity Facility has the meaning given to such term in the MDA

Liquidity Facility Agreement has the meaning given to such term in the MDA

Liquidity Facility Providers has the meaning given to such term in the MDA

MDA means the master definitions agreement dated 22 February 2013 between, among others, the Chargor and the Obligor Security Trustee

New Hedges has the meaning given to such term in the MDA

Northern Irish Security Agreement means the Northern Irish security agreement executed in favour of the Obligor Security Trustee on or about the Closing Date by Arqiva Services Limited

Note has the meaning given to such term in the MDA

MG01 - continuation page

Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>Note Trust Deed means the note trust deed constituting the Notes dated on or about the Signing Date between, the Issuer and the Note Trustee in connection with the Programme and any deed supplemental thereto</p> <p>Note Trustee means Deutsche Trustee Company Limited, or any other or additional trustee and all other persons for the time being appointed pursuant to the Note Trust Deed to act for and on behalf of the Noteholders</p> <p>Noteholders means the holders from time to time of the Notes and the expressions Noteholder and holder of Notes and related expressions shall be construed accordingly</p> <p>Obligors means the Parent, the Intermediate Parent, the Borrower, Operating HoldCo and each Principal Subsidiary</p> <p>Obligor Secured Creditors means the Obligor Security Trustee, the Issuer, FinCo, the Capex Facility Providers, the Working Capital Facility Providers, the Liquidity Facility Providers (in their capacity as lenders to the Borrower), the BBF Agents, the Borrower Hedge Counterparties, the Borrower Account Bank and any Further Authorised Facility Provider which accedes to the STID as an Obligor Secured Creditor</p> <p>Obligor Transaction Documents means the Transaction Documents to which an Obligor is a party, as follows</p> <ul style="list-style-type: none"> (a) the CTA, (b) the Security Documents, (c) the MDA, (d) the Capex and Working Capital Facilities Agreement, (e) the Liquidity Facility Agreement, (f) the Borrower Account Bank Agreement, (g) the Issuer/Borrower Facilities Agreement, (h) the FinCo/Borrower Facilities Agreement, (i) each Borrower Hedging Agreement, (j) each Issuer/Borrower Hedging Agreement, (k) each FinCo/Borrower Hedging Agreement, (l) any fee letter, commitment letter or utilisation request entered into in connection with the facilities referred to in paragraphs (d) and (e) above or (m) below or the transactions contemplated in such facilities and any other document that has been entered into in connection with such facilities or the transactions contemplated thereby that has been designated as an Obligor Transaction Document by the parties thereto (including at least one Obligor), (m) any other agreements documenting Ancillary Facilities, Permitted Facilities or Authorised Facilities and any transfer certificates or other documents entered into in connection with such facilities or the transactions contemplated thereby that has been designated as an Obligor Transaction Document by the parties thereto (including at least one Obligor), (n) the CP Agreement, (o) the Tax Deed of Covenant, and (p) any other agreement, instrument or deed designated by the Obligor Security Trustee and at | |

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

least one Obligor as an Obligor Transaction Document

Operating HoldCo has the meaning given to such term in the MDA

Parent means Arqiva Group Parent Limited (registered number 08085794), a company with limited liability incorporated under the laws of England and Wales and a newly incorporated holding company of the Intermediate Parent

Pari Passu Borrower Hedging Agreement has the meaning given to such term in the MDA

Pari Passu Issuer/Borrower Hedges means each Treasury Transaction forming part of and subject to a Pari Passu Issuer/Borrower Hedging Agreement

Pari Passu Issuer/Borrower Hedging Agreement has the meaning given to such term in the MDA

Party means, in relation to an agreement, a party to that agreement

Permitted Facility means a facility made available to the Borrower by a Permitted Facility Provider on a bilateral basis and on normal commercial terms in addition to a Borrower Bank Facility Provider's participation in the Borrower Bank Facilities and which, when aggregated with all other facilities made available by a Permitted Facility Provider, do not exceed in aggregate £50,000,000

Permitted Facility Agreement means the agreement under which the Permitted Facility is provided

Permitted Facility Provider means a consenting Borrower Bank Facility Provider or affiliate of a Borrower Bank Facility Provider or another provider thereof that has acceded to the STID and the Common Documents and which provides the Permitted Facility to the Borrower pursuant to the Permitted Facility Agreement

Principal Subsidiaries has the meaning given to such term in the MDA

Programme has the meaning given to such term in the MDA

Scottish Security Deeds means the individual standard securities granted in favour of the Obligor Security Trustee executed on or about the Closing Date

Secured Creditors means the Obligor Secured Creditors, the FinCo Secured Creditors and the Issuer Secured Creditors

Security Deed means the deed of charge and guarantee executed in favour of the Obligor Security Trustee by each of the Obligors on or about the Closing Date

Security Documents means

- (a) the Security Deed,
- (b) the STID and each deed of accession thereto, together with any Supplemental Deed,
- (c) the Scottish Security Deeds,
- (d) the Jersey Security,
- (e) the Northern Irish Security Agreement, and
- (f) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to an Obligor Secured Creditor in respect of the Obligor Secured Liabilities

Series has the meaning given to such term in the MDA

Signing Date means 22 February 2013, the date upon which the FinCo Transaction Documents, the Issuer Transaction Documents, the Common Documents and other relevant Obligor Transaction Documents have been entered into by all the parties thereto

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Standard Security means a standard security as defined in Part II of the Conveyancing and Feudal Reform (Scotland) Act 1970

STID means the security trust and intercreditor deed setting out the voting and intercreditor arrangements amongst the Secured Creditors entered into on or about the Signing Date between, among others, the Obligor Security Trustee, the Obligors, the Issuer Security Trustee, the FinCo Security Trustee, the TF Agent and the Note Trustee, together with any deed supplemental to the STID and referred to in the STID as a **Supplemental Deed**

Super Senior Borrower Hedging Agreement has the meaning given to such term in the MDA

Super Senior Issuer/Borrower Hedge means each Treasury Transaction forming part of and subject to a Super Senior Issuer/Borrower Hedging Agreement

Super Senior Issuer/Borrower Hedging Agreement has the meaning given to such term in the MDA

Tax Deed of Covenant has the meaning given to such term in the MDA

Term Facility Providers has the meaning given to such term in the MDA

TF Agent has the meaning given to such term in the MDA

Treasury Transaction means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, index linked agreement, interest rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap, basis rate swap or combined similar agreement, any energy, oil or other commodity derivative transaction or any derivative transaction protecting against or benefiting from fluctuations in any rate, index or price

Working Capital Facility has the meaning given to such term in the MDA

Working Capital Facility Provider has the meaning given to such term in the MDA

MG09

Certificate of registration of a charge comprising
property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

1

Company details

Company number 0 2 4 8 7 5 9 7

Company name in full Arqiva Limited (the **Chargor**)

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①

being a Standard Security dated 27 February 2013 by the Chorgor in favour

of Deutsche Trustee Company Limited as trustee for the Obligor Secured

Creditors (as defined in the accompanying Form MG01)

was presented for registration on

d0 d5 m0 m3 y2 y0 y1 y3

Jurisdiction

in ②

☒ Scotland

☐ England and Wales

☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'


② Please tick as appropriate

3

Signature

Please sign the form here

Signature

Signature 

✗ For and on behalf of Shepherd and Wedderburn LLP (acting on
behalf of Deutsche Trustee Company Limited) ✗

This form must be signed by a person with an interest in the registration of
the charge

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



Presenter information

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

Contact name Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent
Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2487597

CHARGE NO. 65

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 27 FEBRUARY 2013 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 5 MARCH 2013 AND
CREATED BY ARQIVA LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY
OBLIGOR SECURED CREDITOR ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 20 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013

