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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

2

3196204

Name of company

\* WSCo LIMITED ("the Company")

(Now the Marlin Communications International Limited)

\*insert full name  
of company

Date of creation of the charge

CIN: 1.4.97

27th March 1997

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 27th March 1997 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Beneficiaries by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Security Beneficiaries at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits

/Cont'd.....

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

MIDLAND BANK PLC, 26 Broad Street, Reading, Berkshire RG1 2BU (as security trustee for the Security Beneficiaries as defined herein "the Security Trustee")

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

Dibb Lupton Alsop  
125 London Wall  
London EC2Y 5AE

Ref: MC

[donaladm]\forms\fo-3570.mc

Time critical reference

For official use  
Mortgage Section

Post room



A06 \*A13SWURN\* 622  
COMPANIES HOUSE 11/04/97

1. With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed:-

1.1 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first legal mortgage:-

- 1.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 1.1.2 all other freehold and leasehold interests in the properties as at 27th March 1997 vested in it but title to which is not registered at HM Land Registry described in the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon; /Cont'd.....

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Deborah M. M. M.*

Date

9 April 1997

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

† delete as appropriate

- 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.

Please do not  
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# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

3196204

Name of Company

WScO LIMITED ("the Company")

limited

\* delete if  
inappropriate

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

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or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries for keeping any Group Company's account PROVIDED THAT the Secured Obligations will not include any indebtedness, liabilities or payment obligations which, if guaranteed, secured, or otherwise covenanted to be paid by any Charging Company would constitute financial assistance (as defined in and prohibited by Sections 151 and 152 of the Companies Act 1985 "Financial Assistance") unless and until the giving of such guarantee, security or covenant to pay has been made lawful as a result of undertaking the procedures set out in Section 155-158 of the Companies Act 1985 ("the Whitewash Procedures") and in particular, without limitation no Charging Company will by the execution of the Deed, guarantee, secure or undertake any obligation in respect of any liabilities incurred under the Working Capital Facility Letter by any Group Company to the extent the same would constitute Financial Assistance until the Whitewash Procedures have been complied with by each such Charging Company ("the Secured Obligations").

#### NOTE.

#### In this form:-

"**Acquisition Documents**" means the Acquisition Agreement (as more particularly defined in the Facilities Agreement) together with all other documents entered into or to be delivered pursuant thereto;

"**the Act**" means the Law of Property Act 1925;

"**BBC**" means The British Broadcasting Corporation;

"**Charged Property**" means the property referred to in Clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"**Charging Company**" means any Group Company which is for the time being a party to any Security Document (as more particularly defined in the Facilities Agreement) being as at 27th March 1997 Merlin Communications International Limited and WSCo Limited;

"**Encumbrance**" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"**the Facilities Agreement**" means the facilities agreement dated 27th March 1997 between Merlin Communications International Limited (1) WSCo Limited (2) and Midland Bank plc (3);

"**Group**" means Merlin Communications International Limited and its subsidiaries from time to time, "**Group Company**" means any of them and "**Group Companies**" means all of them;

"**Guarantee**" means the Guarantee contained in Clause 2 as extended by the Third Schedule thereto;

"**Intellectual Property**" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World as at 27th March 1997 or at any time thereafter belonging to or created by or assigned to a Charging Company;

"**Mezzanine Loan Agreement**" means the mezzanine loan agreement dated 27th March 1997 between Merlin Communications International Limited (1) and HSBC Investment Bank plc (2);

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

Please complete  
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1.2 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge:-

- 1.2.1 all future freehold and leasehold property of the Company together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 1.2.2 all estates and interests not hereinbefore effectively charged as at 27th March 1997 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 27th March 1997 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 27th March 1997 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;
- 1.2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 27th March 1997 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 1.2.4 the goodwill of the Company and its uncalled capital as at 27th March 1997 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
- 1.2.5 all Intellectual Property;
- 1.2.6 all plant, vehicles and machinery as at 27th March 1997 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);
- 1.2.7 all chattels as at 27th March 1997 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 1.2.8 all Receivables;
- 1.2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("the Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;

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# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

3196204

Name of Company

WScO LIMITED ("the Company")

~~limited~~

\* delete if  
inappropriate

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

2A

**"Permitted Encumbrance"** means any of:-

- (i) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect) and securing amounts not more than twenty-eight (28) days overdue or where the payment of the amount is being contested in good faith;
- (ii) an Encumbrance with the Bank has at any time in writing agreed shall be a Permitted Encumbrance;
- (iii) an Encumbrance arising under the Banking Documents (as more particularly defined in the Facilities Agreement);
- (iv) an Encumbrance over any asset arising in the ordinary course of business as a result of a title-retention or title transfer provision in the contract relating to the acquisition of that asset;

**"Receivables"** means all present and future book debts, rentals, royalties, fees, amounts receivable under Hedging Arrangements (as more particularly defined in the Facilities Agreement), VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

**"Receiver"** means any receiver or receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

**"Security Beneficiaries"** means Midland Bank plc and HSBC International Bank plc and  
**"Security Beneficiary"** means any of them;

**"Working Capital Facility Letter"** means the working capital facility letter dated 27th March 1997 between Merlin Communications International Limited (1) WSCo Limited (2) and Midland Bank plc (3).

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

Please complete  
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1.2.10 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

1.3 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.

1.4 In pursuance of Clause 4.2.10 of the Deed the Company assigned to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof and the Company shall, upon the request of the Security Trustee, forthwith serve written notice upon the BBC of such assignment.

1.5 The security from time to time constituted by or pursuant to the Deed shall:-

1.5.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Beneficiaries may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee and/or the Security Beneficiaries over the Charged Property or any part thereof shall merge into the security created hereby or pursuant hereto; and

1.5.2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by this Deed having been released.

2. The Company severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of the security it shall not without the consent in writing of the Security Trustee:-

2.1 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;

2.2 save as permitted or required under the Deed or under the Facilities Agreement or the Mezzanine Loan Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.

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# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

3196204

Name of Company

WScO LIMITED ("the Company")

~~limited~~

\* delete if  
inappropriate

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

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**SCHEDULE**

**Details of Registered Land**

None.

**Details of Unregistered Land**

- 1 All that freehold land and buildings known as Rampisham BBC Transmitting Station, Rampisham Down, near Dorchester, Dorset DT2 0HS which for identification purposes only is shown as edged red on Plan 1 attached hereto as Appendix 1; and
- 2 All that freehold land and buildings known as Company Transmitting Station, Skelton Pastures, Penrith, Cumbria CA11 7DL which for identification purposes only is shown as edged red on Plan 2 attached hereto as Appendix 2; and
- 3 All that freehold land and buildings known as Wooferton Transmitting Station, Green Lane, Orieton Ludlow, Shropshire which for identification purposes only is shown as edged red on Plan 3 attached hereto as Appendix 3.

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

Please complete  
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bold block lettering

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- 4 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of Section 76(1)(c) of the Act, the Company shall from time to time whensoever requested by the Security Trustee and at the Company's cost, execute in favour of the Security Trustee, or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Deed or the Facilities Agreement or the Mezzanine Loan Agreement and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03196204

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 27th MARCH 1997 AND CREATED BY MERLIN COMMUNICATIONS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS WSCo LIMITED) AND/OR MERLIN COMMUNICATIONS GROUP LIMITED (FORMERLY K/A MERLIN COMMUNICATIONS INTERNATIONAL LIMITED, EACH A "GROUP COMPANY") ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE CHARGE ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC (AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 1997.

PHIL DAVIES  
for the Registrar of Companies



C O M P A N I E S   H O U S E

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