

# M

COMPANIES FORM No 395

126787/78

## Particulars of a mortgage or charge

# 395

CHFP000

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

Please do not write  
in this margin

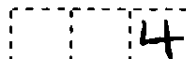
Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number



3242381

Name of Company

\*insert full name of  
company

Arqiva Holdings Limited (the "Company")

Date of creation of the charge

30 November 2008

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

A share charge (the "**Security Document**") dated 30 November 2008 made between the Company and Dresdner Bank AG, Niederlassung Luxemburg (the "**Security Agent**") as security agent for the Finance Parties (as defined below).

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Dresdner Bank AG, Niederlassung Luxemburg as Security Agent for the Finance Parties

6a, Route de Treves, L-2633 Luxembourg-Senningerberg

Postcode

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

Linklaters LLP

One Silk Street

London EC2Y 8HQ

Tel: 020 7456 2000

Ref: Ildar Bagautdinov

For official Use  
Mortgage Section

Post room

Please return  
via  
Chrono Courier

Time critical reference

WEDNESDAY



LD3

"LDVLV5CQ"

03/12/2008

COMPANIES HOUSE

351

Short particulars of all the property mortgaged or charged

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Please do not write  
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed **LINKLATERS LLP**

Date **3 December 2008**

On behalf of the Security Agent<sup>†</sup>

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**Note**

<sup>†</sup> 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, e.g. "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 including 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 to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

Arqiva Holdings Limited

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**Amount secured by the mortgage or charge**

The "**Liabilities**", which is defined in the Security Document as meaning, all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Secured Creditor, under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) provided that neither Clause 2 of the Security Document (*Undertaking to Pay*) nor the security constituted by the Security Document shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to constitute unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985 (as amended) or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation or establishment of the Company.

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## Short particulars of all the property mortgaged or charged

### 1 SECURITY

#### 1.1 Equitable Charge

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of all Liabilities, charged in favour of:

- (a) the Security Agent (as trustee for the Senior Finance Parties), by way of first ranking fixed charge all its present and future Shares and Dividends; and
- (b) the Security Agent (as trustee for the Junior Finance Parties), by way of second ranking fixed charge all its present and future Shares and Dividends.

#### 1.2 Omissions

The omission of details of any Shares owned or enjoyed by the Company shall not affect the validity or enforceability of the charges created by the Security Document over such Shares.

### 2 RESTRICTIONS AND FURTHER ASSURANCE

#### 2.1 Security

The Company shall not create or permit to subsist any Security Interest over any Charged Asset, nor do anything else prohibited by clause 23.5 (*Negative pledge*) of the Senior Facilities Agreement or by clause 18.5 (*Negative pledge*) of the Junior Facility Agreement, except as permitted by those clauses.

#### 2.2 Disposal

The Company shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 23.6 (*Disposals*) of the Senior Facilities Agreement or clause 18.6 (*Disposals*) of the Junior Facility Agreement.

In this Form, except to the extent that the context requires otherwise:

**"Accounting Principles"** means accounting principles, policies, standards, bases and practices which, as at the Senior Facilities Agreement, are generally accepted under International Financial Reporting Standards.

**"Arqiva Services Limited"** means Arqiva Services Limited, a company registered in England and Wales with company number 3196207.

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

**"Charges"** means all or any of the Security Interest created or expressed to be created by or pursuant to the Security Document.

**"Commitment"** has the meaning given to such term in the Senior Facilities Agreement.

**"Dividends"** means, in relation to any Share, all present and future:

- (a) dividends and distributions of any kinds and any other sum received or receivable in respect of that Share;

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**Short particulars of all the property mortgaged or charged**

- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of that Share.

**"Dormant Company"** means a company which is dormant and has been "dormant" (within the meaning of section 250(3) Companies Act 1985) since the end of its previous financial year.

**"Facility Agent"** means Dresdner Bank AG, Niederlassung Luxemburg.

**"Finance Documents"** in the Senior Facilities Agreement means the Senior Facilities Agreement, each Fee Letter, each Obligor Accession Deed, each Hedging Letter, each Hedging Agreement, each Security Document, the Intercreditor Agreement, each Compliance Certificate, each Request, each Ancillary Document, the Mandate Letter (each as defined in the Senior Facilities Agreement) and any other document designated as such by the Facility Agent and Macquarie UK Broadcast Ventures Limited.

**"Finance Documents"** in the Junior Facility Agreement means the Junior Facility Agreement, each Fee Letter, each Obligor Accession Deed, each Hedging Letter, each Hedging Agreement, each Security Document, the Intercreditor Agreement, each Compliance Certificate, each Request, the Mandate Letter (each as defined in the Junior Facility Agreement) and any other document designated as such by the Facility Agent and Macquarie Broadcast Enterprises Limited.

**"Junior Facility Agreement"** means the £475,000,000 junior term loan facility agreement dated 3 April 2007 as amended and restated from time to time and made between, *inter alios*, Macquarie UK Broadcast Enterprises Limited as Original Borrower, Barclays Capital, Dresdner Kleinwort Limited, HSBC Bank plc and The Royal Bank of Scotland plc as Joint Mandated Lead Arrangers, the Lenders named therein, Dresdner Bank AG, Niederlassung Luxemburg as Agent and Security Agent.

**"Junior Finance Parties"** means the "Finance Parties" as defined in the Junior Facility Agreement.

**"Secured Creditors"** means the Senior Finance Parties and the Junior Finance Parties.

**"Security Interest"** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect.

**"Senior Facilities Agreement"** means the £2,925,000,000 facility agreement dated 3 April 2007 as amended and restated from time to time between, *inter alios*, Macquarie UK Broadcast Ventures Limited as Original Borrower, Barclays Capital, Dresdner Kleinwort Limited, HSBC Bank plc and The Royal Bank of Scotland plc as Joint Mandated Lead Arrangers, the Lenders named therein, Dresdner Bank AG, Niederlassung Luxemburg as Facility Agent and Security Agent.

**"Senior Finance Parties"** means the "Finance Parties" as defined in the Senior Facilities Agreement.

**"Shares"** means:

- (e) all present and future shares in Arqiva Services Limited, including the shares issued and outstanding at the date of the Security Document described in Annex 1 (*Shares*);
- (f) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person); and

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**Short particulars of all the property mortgaged or charged**

- (g) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case at the date of the Security Document or thereafter owned by it or (to the extent of its interest) in which it has an interest at the date of the Security Document or thereafter.

**"Subsidiary"** means any of:

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; and
- (b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles.

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**Short particulars of all the property mortgaged or charged**

**Annex 1 (Shares)**

100% of the issued share capital held by the Company in Arqiva Services Limited (Reg. no 3196207).

1 share held by the Company in Arqiva Finance Plc (Company no 3347387).



FILE COPY

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

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

COMPANY NO. 3242381  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 30  
NOVEMBER 2008 AND CREATED BY ARQIVA HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANY SECURED CREDITOR  
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 3 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER  
2008



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES