

MG01

Particulars of a mortgage or charge



180661/26

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

SATURDAY



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03/04/2010

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COMPANIES HOUSE

1

Company details

Company number

4 2 4 3 3 0 7

Company name in full

Satellite Information Services Limited (the "Chargor")

→ 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

2 5 0 3 2 0 1 0

3

Description

Description

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

Debenture made between the Chargor and SIS Outside Broadcasts Limited (the "**Partners**") acting on behalf of SIS Live, an English partnership established pursuant to the Partnership Act 1890 (1) and the Bank (2) (the "**Debenture**")

4

Amount secured

Amount secured

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

All the Chargor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

(the "**Chargor's Obligations**")

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 The Royal Bank of Scotland plc

Address 9th Floor, 280 Bishopsgate, London

(the "Bank")

Postcode E C 2 M 4 R 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

Charge

- 1 1 The Chargor covenants to discharge on demand the Chargor's Obligations and as a continuing security for such discharge and with full title guarantee charged to the Bank
- 1 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Chargor
- 1 1 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor except the property charged by Clause 1 1 of the Debenture
- 1 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor
- 1 1 4 By way of fixed charge all plant and machinery of the Chargor present and future and all associated warranties and maintenance contracts
- 1 1 5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Chargor
- 1 1 6 By way of fixed charge all the goodwill of the Chargor present and future
- 1 1 7 By way of fixed charge all the uncalled capital of the Chargor present and future
- 1 1 8 By way of fixed charge all stocks shares and other securities held by the Chargor from time to time in any subsidiary and all income and rights derived from or attaching to the same
- 1 1 9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Chargor present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	Short particulars	
	1 1 10	By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party
	1 1 11	By way of fixed charge its rights and interest in any money now or at any time after the date of the Debenture standing to the credit of the Partnership Bank Accounts
	1 1 12	By way of fixed charge all present and future monies standing to the credit of each of its present and future accounts with any bank, building society, financial institution or other person and the debts represented thereby
	1 1 13	By way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Bank
	1 2	The Chargor covenants to discharge on demand the Chargor's Obligations and as a continuing security for such discharge and with full title guarantee assigned to the Bank
	1 2 1	By way of fixed security its rights and interest in the CWG Contract and any other agreements the Chargor has rights under whatsoever, together with the benefit of any guarantee or security for the performance of any such agreements
	1 3	The charges created by Clauses 1 1 1 and 1 1 2 of the Debenture shall not apply to leasehold property held by the Chargor under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party), the Chargor from creating any charge over its leasehold interest in that property The charge created by Clause 1 1 9 of the Debenture shall not apply to licenses which preclude, either absolutely or conditionally (including requiring the consent of any third party), the Chargor from creating any charge over its licences
	Restrictions	
	2 1	Except as permitted under the Facility Agreement, the Chargor will not without the previous written consent of the Bank -
	2 1 1	Create or permit to arise any mortgage charge or lien on the Property
	2 1 2	Dispose of the Property charged by Clauses 1 1 1 to 1 1 12 inclusive, and clause 1 2 1 of the Debenture
	2 1 3	Accept payment in advance of a call for or call up any uncalled capital
	2 1 4	Deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring or the like
	2 1 5	Dispose of the Property charged by Clause 1 1 13 of the Debenture other than in the ordinary course of business
	2 1 7	Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it
	2 2	Unless otherwise provided under the Facility Agreement, if the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee
	Definitions	
	CWG Contract	A contract made at New Delhi on 5 March 2010 between Doordarshan, a constituent of Prasar Bharati as the "Host Broadcaster" having its office at Doordarshan Bhawan, Copernicus Marg, new Delhi - 110001 and SIS Live

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Expenses	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Chargor's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred
Facility Agreement	The facility agreement dated 4 November 2009 entered into between Satellite Information Services (Holdings) Limited and the Bank as amended, restated, novated and varied from time to time
Interest	Interest at the rate(s) charged to the Chargor by the Bank from time to time
Partnership	SIS Live an English partnership established pursuant to the Partnership Act 1890
Partnership Bank Accounts	<p>The following interest bearing accounts of the Chargor with the Bank</p> <ol style="list-style-type: none"> 1 UK Sterling account with sort code 16-01-29 and account number 649426, 2 US Dollar account with sort code 16-01-29 and designated SISLIVE -USDC, and 3 Indian Rupee account with sort code 16-01-29 and designated SISLIVE-INRC, <p>and each a "Partnership Bank Account"</p>
Property	The whole and any part of the undertaking property and assets of the Chargor charged by Clause 1 of the Debenture
Required Currency	The currency or currencies in which the Chargor's Obligations

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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 866)

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 870) 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 *Taylor Wesley* X

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

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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 AKG/CYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4243307
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 MARCH
2010 AND CREATED BY SATELLITE INFORMATION SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGOR ACTING ON BEHALF OF SIS LIVE
TO THE ROYAL BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 3 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2010



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES