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COMPANIES FORM NO. 395

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.

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395

Please do not
write in
this margin

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

*Insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

1

Company number

6490756

Name of company

SIS Outside Broadcasts Limited (the "Company")

Date of creation of the charge

1 April 2008

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

Debenture made between the Company (1) and the Bank (2) (the "Debenture")

Amount secured by the mortgage or charge

All the Company'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 "Company's Obligations")

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

The Royal Bank of Scotland plc

9th Floor, 280 Bishopsgate, London

(the "Bank")

Postcode

EC2M 4RB

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

Our Ref

Taylor Wessing LLP
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

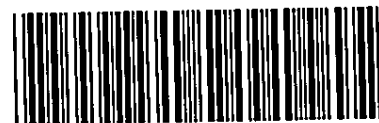
Time critical reference

Ref AKG/CYK RBS-9-18/Deb SIS OBL

For official Use
Mortgage Section

Post room

TUESDAY



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A44

15/04/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Charge

- 1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charged to the Bank -
- 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company
- 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 Company except the property charged by Clause 1 1 of the Debenture
- 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
- 1 4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts
- 1 5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
- 1 6 By way of fixed charge all the goodwill of the Company present and future
- 1 7 By way of fixed charge all the uncalled capital of the Company present and future
- 1 8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same
- 1 9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company 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
- 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 11 By way of assignment its interest in and the business purchase agreement dated 21 March 2008 between (1) BBC Resources Limited (as seller), (2) the Company (as buyer), (3) BBC Ventures Group Limited (as buyer's guarantor) and (4) Satellite Information Services Limited (as seller's guarantor) and the benefit of any guarantee or security for the performance of such agreement (provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Company charges its interest in it to the Bank by way of fixed charge)
- 1 12 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Bank

The charges created by Clauses 1 1 and 1 2 of the Debenture shall not apply to leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the company from creating any charge over its leasehold interest in that property The charge created by Clause 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 Company from creating any charge over its licences

Restrictions

- 2 1 Except as permitted under the Facility Agreement, the Company 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 to 1 11 inclusive 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 Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company 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 12 other than in the ordinary course of business
- 2 1 6 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

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 Company'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 on or about the date of this Debenture entered into between Satellite Information Services (Holdings) Limited and the Bank
Interest	Interest at the rate(s) charged to the Company by the Bank from time to time
Property	The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture
Required Currency	The currency or currencies in which the Company's Obligations are expressed from time to time

Particulars as to commission allowance or discount (note 3)

Nil

For The Royal Bank of Scotland plc

Signed

Taylor Wessing LLP

Date

14-04-08

Please do not write in this margin

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

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Notes

†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 situated 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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ, DX 33050 Cardiff



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6490756
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 APRIL 2008
AND CREATED BY SIS OUTSIDE BROADCASTS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ROYAL BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15
APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2008



Companies House
— for the record —

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**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**