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COMPANIES FORM No. 395

**Particulars of a charge****395**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

For official use

Company number

✓ 1015

1518767

Name of company

\* SKY TELEVISION PUBLIC LIMITED COMPANY (the "Company")

\* Insert full name  
of company

Date of creation of the charge

15th April, 1992

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

Deed of First Charge (the "Charge") dated 15th April, 1992 between  
the Company and Barclays Bank PLC (the "Bank")

Amount secured by the charge

See Continuation Sheet No.1

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

~~BARCLAYS BANK PLC~~

Murray House, 1 Royal Mint Court,

London

Postcode

EC3N 4HH

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

27 APR 1992

Slaughter and May,  
35 Basinghall Street,  
London EC2V 5DB.

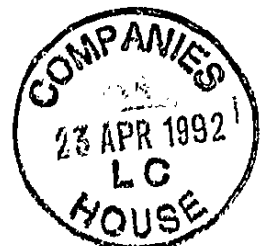
Ref: RME/SJOH

Time critical reference

For official Use  
Mortgage Section**REGISTERED**

23 APR 1992

Post room



Short particulars of all the property charged

See Continuation Sheet No. 1

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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 2)

Signed

*Slaughter and May*

Date

*21st April, 1992*

On behalf of [company] [chargee]†

† delete as  
appropriate

### Notes

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a charge  
(continued)**

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

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

Company Number

1518707

Name of Company

SKY TELEVISION PUBLIC LIMITED COMPANY (the "Company")

Limited

\* delete if  
inappropriate

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

Empty space for description of the instrument
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**Amount secured by the charge**

The payment or discharge of all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due to the Bank:

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

(1) by British Sky Broadcasting Limited (the "Borrower") under the terms of a loan agreement dated 15th April, 1992 between the Bank and the Borrower (the "Loan Agreement") under which the Bank made available a loan facility of £6,600,000 to the Borrower on the terms set out therein; and

(2) by any party under the terms of any Approved Arrangement (defined in the Charge to mean any contract, deed or other arrangement, whether recorded in writing or otherwise, which the parties to the Charge agree in writing shall be secured by the Security (defined in the Charge as all security created or which may be at any time created by or pursuant to the Charge or any of that security) and constitute or be deemed to constitute a secured sum for the purposes of the Charge),

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety, including interest, discount, commission or other lawful charges and expenses arising in connection therewith and all reasonable costs, charges and expenses reasonably incurred by the Bank or any Receiver, delegate or sub-delegate in connection with the enforcement of any rights or the exercise of any powers in connection with the Charge.

Please do not  
write in this  
binding margin

Names and addresses of the persons entitled to the charge (continued)

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

Particulars of all the property charged

(1) By way of first fixed charge, free from encumbrances save for any Permitted Security (as defined in the Loan Agreement), all that production, studio and broadcasting equipment and other assets of the Company specified in the Schedule to the Charge (comprising, inter alia, transmission suites, news operation facilities, television studios, television graphics equipment, edit suites and and audio dubbing equipment), which at the date of the Charge are situated at the premises of British Sky Broadcasting Limited at 6 Centaurs Way, Isleworth, Middlesex TW7 5QD;

(2) by way of first floating charge, free from encumbrances save for any Permitted Security, all the Company's Production, Studio and Broadcasting Equipment (as defined in the Charge and including that comprised in the fixed charge referred to above but excluding any such equipment which at the date of the Charge is situated at the premises of Sky Subscriber Services at 4 MacIntosh Road, Kirkton Campus, Livingston, West Lothian EH54 7BW) both present and future, wheresoever situate and any or each part thereof and including each interest and right in respect thereof or therein.

Note: Sub-clause 4(A) of the Charge prevents the Company, save for any Permitted Security, from creating or permitting to arise or subsist or to affect any charged assets, any mortgage, charge, lien, encumbrance, pledge or other security interest on, over or with respect to any of the charged assets or any part thereof or or interest therein.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 15th APRIL 1992  
and created by SKY TELEVISION PUBLIC LIMITED COMPANY

for securing all moneys due or to become due from BRITISH SKY BROADCASTING  
LIMITED to BARCLAYS BANK PLC UNDER THE TERMS OF A LOAN AGREEMENT DATED  
15th APRIL 1992 OR BY ANY PARTY UNDER THE TERMS OF ANY APPROVED  
ARRANGEMENT (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 23rd APRIL 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 29th APRIL 1992

No. 1518707

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

an authorised officer

C. 69

LC 29/4

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COMPANIES FORM No. 395  
Particulars of a charge

395

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

\* Insert full name  
of company

To the Registrar of Companies

For official use

VIU

M23

Company number

1518707

Name of company

\* SKY TELEVISION PUBLIC LIMITED COMPANY (the "Company")

Date of creation of the charge

15th April, 1992

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

Deed of Second Charge (the "Charge") dated 15th April, 1992 between  
the Company and MCC Leasing (No.18) Limited (the "Chargee")

Amount secured by the charge

See Continuation Sheet No.1

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

MCC Leasing (No.18) Limited,  
Churchill Plaza, Churchill Way, Basingstoke,  
Hampshire

Postcode

RG21 1GP

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

27 APR 1992

Slaughter and May,  
35 Basinghall Street,  
London EC2V 5DB.

Ref: RMF/SJQH

Time critical reference

For official Use  
Mortgage Section

REGISTERED

23 APR 1992

Post room





See Continuation Sheet No.1-

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Slamfiter and May Date 24th April, 1992

On behalf of ~~[company]~~ [chargee]†

† delete as  
appropriate

### Notes

- 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 charge (continued)

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

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

Company Number

1518707

Name of Company

SKY TELEVISION PUBLIC LIMITED COMPANY(the "Company")

~~limited~~

\* delete if  
inappropriate

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

Amount secured by the charge

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

All moneys payable to the Chargee by British Sky Broadcasting Limited ("BSkyB") under or in connection with a lease agreement (the "Lease") dated 20th February, 1989 made between the Chargee and British Satellite Broadcasting Limited (the "Lessee") as amended by a supplemental agreement dated 17th May, 1989 between the same parties and as novated by a novation agreement dated 27th April, 1990 under which BSkyB assumed the rights and obligations of the Lessee under the Lease, in each case whether actually or contingently, whether alone or jointly with any person and whether as principal debtor or surety or otherwise howsoever, together with all moneys and liabilities from time to time payable by the Company to the Chargee under or in respect of the Charge.

Please do not  
write in this  
binding margin

Names and addresses of the persons entitled to the charge (continued)

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

Particulars of all the property charged

(1) By way of second fixed charge, free from encumbrances save for any Permitted Security (as defined in a loan agreement dated 15th April, 1992 between Barclays Bank PLC (the "Bank") and BSkyB (the "Loan Agreement") under which the Bank made available a loan facility of £6,600,000 to BSkyB on the terms set out therein), all that production, studio and broadcasting equipment and other assets of the Company specified in the Schedule to the Charge (comprising, inter alia, transmission suites, news operation facilities, television studios, television graphics equipment, edit suites and audio dubbing equipment), which at the date of the Charge are situated at the premises of British Sky Broadcasting Limited at 6 Centaurs Way, Isleworth, Middlesex TW7 5QD;

(2) by way of second floating charge, free from encumbrances save for any Permitted Security, all the Company's Production, Studio and Broadcasting Equipment (as defined in the Charge and including that comprised in the fixed charge referred to above but excluding any such equipment which at the date of the Charge is situated at the premises of Sky Subscriber Services at 4 MacIntosh Road, Kirkton Campus, Livingston, West Lothian EH54 7BW) both present and future, wheresoever situate and any or each part thereof and including each interest and right in respect thereof or therein.

Note: Sub-clause 4(A) of the Charge prevents the Company, save for any Permitted Security, from creating or permitting to arise or subsist or to affect any charged assets, any mortgage, charge, lien, encumbrance, pledge or other security interest on, over or with respect to any of the charged assets or any part thereof or interest therein.



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

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

I hereby certify that a mortgage or charge dated the 15th APRIL 1992  
and created by SKY TELEVISION PUBLIC LIMITED COMPANY

for securing all moneys due or to become due from BRITISH SKY BROADCASTING  
LIMITED to MCC LEASING (NO.18) LIMITED (THE CHARGEES) UNDER THE TERMS OF A  
LEASE AGREEMENT DATED 20th FEBRUARY 1989 AND ALL MONIES AND LIABILITIES  
PAYABLE BY THE COMPANY TO THE CHARGEES UNDER THE CHARGE.

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 23rd APRIL 1992

Given under my hand at the Companies Registration Office,

Cardiff the 29th APRIL 1992

No. 1518707

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

an authorised officer

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LC 29/4