

**COMPANIES FORM No. 403a**

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

**CHFP025**

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

**To the Registrar of Companies  
(Address overleaf)**

For official use      Company number

[ (54) ]

02487597

\* Insert full name  
of company

Name of company

\*Arqiva Limited (the "Company")

1. THOMAS KERRY O'CONNOR.  
of 3 TUDOR WOOD CLOSE, BASSETT, SOUTHAMPTON. SO16 7NQ

† Delete as appropriate

~~to a director~~ [the secretary] ~~DO NOT ADD TO THIS PAGE~~ ~~DO NOT ADD TO THIS PAGE~~ † of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been

paid or satisfied in (full) ~~XXXX~~ t

Date and Description of charge ‡ Debenture dated 9 February 2006 (the "**Debenture**")

Date of Registration § 23 February 2006

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Dresdner Kleinwort, 30 Gresham Street, London, EC2P 2XY (the "Security Agent")

Short particulars of property charged  $\text{₹}$

See Annexure

§ The date of registration may be confirmed from the certificate

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Crawley Court,

**Declarant to sign below**

Winchester, SO21 2QA

Day      Month      Year

on 2/9/06 2/0/07

before me Ar. Spence

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a

Commissioner for Oaths **ANNA SPENCER**

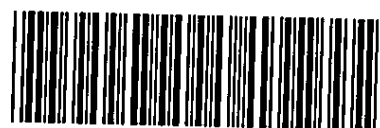
12 ST THOMAS STREET LANCHESTER 8023 9HF

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

**SOLICITOR**  
**Arqiva Limited**  
**Crawley Court**  
**Winchester**  
**Hampshire SO21 2QA**  
*Reg: Edward Thomas*

For official use  
Mortgage section

TUESDAY



A59

\*A9ZERQXA\*

03/07/2007

143

COMPANIES HOUSE

**ANNEXURE TO FORM 403a**

**FOR ARQIVA LIMITED (REGISTERED IN ENGLAND AND WALES) COMPANY  
NO: 02487597**

**SCHEDULE 1**

**Definitions**

**"Acceptable Bank"** has the meaning given to that term in the Senior Credit Agreement

**"Account"** means any credit balance from time to time on any account opened or maintained by the Company with the Security Agent, the Account Bank, any bank or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby, and all Related Rights

**"Account Bank"** means any Acceptable Bank

**"Administrative Party"** has the meaning given to that term in the Senior Credit Agreement

**"Assigned Account"** means any Account that may from time to time be identified in writing as an Assigned Account by the Security Agent and the Company

**"Charged Property"** means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture

**"Closing Date"** has the meaning given to that term in the Senior Credit Agreement

**"Company"** means Macquarie UK Broadcast Limited

**"Company Debenture"** means the debenture in the agreed form to be entered into by the Company prior to or on the Closing Date

**"Compliance Certificate"** has the meaning given to that term in the Senior Credit Agreement

**"Delegate"** has the meaning given to that term in the Senior Credit Agreement

**"Excluded Assets"** means all assets and undertakings of the Company as expressly referred to in Clause 15.12 of the Share Purchase Agreement

**"Facility Agent"** means Dresdner Bank AG, London Branch

**"Fee Letter"** means any letter entered into by reference to the Senior Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Senior Credit Agreement

**"Finance Documents"** means

- (a) the Senior Credit Agreement,
- (b) each Fee Letter,
- (c) each Obligor Accession Deed,

- (d) each Hedging Letter,
- (e) each Hedging Agreement,
- (f) each Security Document,
- (g) the Intercreditor Agreement,
- (h) each Compliance Certificate,
- (i) each Request,
- (j) the Syndication Letter, and
- (k) any other document designated as such by the Facility Agent and the Company

**"Finance Party"** means an Administrative Party, a Lender or a Hedging Bank

**"Group"** has the meaning given to that term in the Senior Credit Agreement

**"Hedging"** has the meaning given to that term in the Senior Credit Agreement

**"Hedging Agreement"** means each master agreement, confirmation or other document evidencing any Hedging provided by a Hedging Bank to an Obligor, which Hedging is specified in Schedule 4 (*Hedging Banks and Hedging Agreements*) of the Intercreditor Agreement or has been approved by the Senior Agent and the Junior Agent under Clause 13.3 (*Accession of Hedging Banks*) of the Intercreditor Agreement

**"Hedging Banks"** has the meaning given to that term in the Senior Credit Agreement

**"Hedging Letter"** means a letter dated on or about the date of the Senior Credit Agreement between the Company and the Facility Agent relating to the interest rate hedging to be effected by the Group

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest, including those listed in Schedule 7 (*Insurance Policies*) of the Debenture

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, including, without limitation, the assets and rights listed in Schedule 3 (*Details of Intellectual Property*) of the Debenture

**"Intercreditor Agreement"** means the intercreditor agreement dated 1 December 2004 made between (amongst others), the Parent, the Security Agent, the Senior Creditors, the Hedging Banks, the Junior Creditors, InvestorCo, the Junior Agent and the Senior Agent (each as defined in the Intercreditor Agreement) and certain others as amended and restated on 29 January 2005 and as further amended, varied, novated or supplemented from time to time

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, clearance system or fiduciary on its behalf and all Related Rights (including all rights against any such trustee, nominee, clearance system or fiduciary)

**"Junior Agent"** means Dresdner Bank AG, London Branch

**"Junior Credit Agreement"** means £150,000,000 junior credit facility agreement dated 1 December 2004 (as amended and restated on 29 January 2005) and from time to time thereafter between Macquarie UK Broadcast Limited as the borrower, Macquarie UK Broadcast Services plc as the parent, Barclays Capital and Dresdner Kleinwort Wasserstein Limited as mandated lead arrangers, the lenders and Dresdner Bank AG London Branch as facility agent and Security agent

**"Junior Creditor"** means each of (i) the Finance Parties and (ii) (after the Senior Discharge Date or to the extent of any claim by the Security Agent as joint and several creditor with any other Junior Creditor) the Security Agent

**"Junior Finance Document"** has the same meaning given to Finance Documents in the Junior Credit Agreement

**"Lender"** has the meaning given to that term in the Senior Credit Agreement

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 1 Part C (*Form of Legal Mortgage*) of the Debenture

**"Obligor"** means each Obligor as defined in the Senior Credit Agreement and the Junior Credit Agreement

**"Obligor Accession Deed"** means a deed substantially in the form of Part A of Schedule 9 (*Forms of Accession Deed*) of the Senior Credit Agreement with such amendments as the Facility Agent and the Company may agree

**"Parent"** means Macquarie UK Broadcast Services Limited

**"Parent Share Mortgage"** has the meaning given to that term in the Senior Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*) of the Debenture now or at any time in the future belonging to the Company,
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and
- (c) and includes all Related Rights

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, guarantees, security, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**"Request"** has the meaning given to that term in the Senior Credit Agreement

**"Secured Creditor"** means the Security Agent, any Receiver or Delegate appointed by the Security Agent, the Senior Agent, the Junior Agent, the Senior Creditors, the Hedging Banks and the Junior Creditors from time to time

**"Secured Debt Finance Documents"** means the Senior Finance Documents, the Hedging Agreements and the Junior Finance Documents

**"Secured Obligations"** means all obligations covenanted to be discharged by the Company in Clause 2.1 (*Covenant to Pay*) of the Debenture

**"Security Agent"** means Dresdner Bank AG, London Branch

**"Security Document"** means

- (a) the Parent Share Mortgage and the Company Debenture,
- (b) each document entered into or required to be entered into pursuant to Clause 20.28 (*Guarantees and security*) of the Senior Credit Agreement, and
- (c) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

**"Senior Agent"** means Dresdner Bank AG, London Branch

**"Senior Credit Agreement"** means the £715,000,000 senior credit facility agreement dated 1 December 2004 (as amended and restated on 29 January 2005) and from time to time thereafter between Macquarie UK Broadcast Limited as the borrower, Macquarie UK Broadcast Services plc as the parent, Barclays Capital and Dresdner Kleinwort Wasserstein Limited as mandated lead arrangers, the lenders and Dresdner Bank AG London Branch as facility agent and Security Agent

**"Senior Creditor"** means each of (i) the Finance Parties and (ii) (until the Senior Discharge Date) the Security Agent

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Agreement

**"Senior Finance Document"** has the same meaning given to Finance Documents in the Senior Credit Agreement

**"Shares"** means all of the shares in the capital of each of the Target Subsidiaries held by, to the order or on behalf of the Company at any time

**"Share Purchase Agreement"** means the share purchase agreement dated on or about 1 December 2004 between *inter alia* the Vendor and the Company in relation to the sale and purchase of the Target

**"Specific Contracts"** means any agreement listed in Schedule 5 (*Specific Contracts*) of the Debenture and any other document designated in writing as a Specific Contract by the Security Agent and the Company

**"Syndication Letter"** has the meaning given to that term in the Senior Credit Agreement

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

**"Target"** means Neptune Digital Limited (a company incorporated in England and Wales with registered number 3538787) and National Transcommunications Limited (a company incorporated in England and Wales with registered number 2487597) or either of them as the context requires

**"Target Subsidiaries"** means Channel 5 Engineering Services Ltd with registered company number 03135877, Scanners (Europe) Limited with registered company number 02833712 and Scanners Television Outside Broadcasts Ltd with registered company number 03391685

**"Vendor"** means Neptune (Chichester) Limited (a company incorporated in England and Wales with registered number 3056817)

## SCHEDULE 2

### Amount secured by the mortgage or charge

The Company has covenanted with the Security Agent as Security Agent for the Secured Creditors that it shall on demand of the Security Agent discharge when the same are due all obligations which the Company may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Creditors) or any of the other Secured Creditors under or pursuant to the Secured Debt Finance Documents (including the Debenture or any Mortgage) including any liability in respect of any further advances made under the Secured Debt Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Company to the Security Agent (whether for its own account or as Security Agent for the Secured Creditors) or any of the other Secured Creditors in respect of any such liabilities **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law

### SCHEDULE 3

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

##### 1 FIXED CHARGES

Subject to paragraph 2 (*Consents to Fixed Charges*) and save for the Excluded Assets, the Company has charged with (other than in respect of any unregistered land) full title guarantee in favour of the Security Agent as Security Agent for the Secured Creditors with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to registered land in Part A (*Registered Land*) of Schedule 1 (*Details of Real Property*) of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets

- (a) the Real Property,
- (b) the Tangible Moveable Property,
- (c) the Accounts,
- (d) the Intellectual Property,
- (e) any goodwill and rights in relation to the uncalled capital of the Company,
- (f) the Investments,
- (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
- (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights

##### 2 CONSENTS TO FIXED CHARGES

The Company is not required to charge any of the assets referred to in paragraph 1 (*Fixed Charges*) above until it has obtained any necessary consents to such mortgage or fixed charge from any third party

##### 3 ASSIGNMENTS

Save for the Excluded Assets, the Company has assigned and agreed to assign absolutely with full title guarantee to the Security Agent as Security Agent for the Secured Creditors as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights
- (b) all rights and claims in relation to any Assigned Account, and
- (c) the Specific Contracts



**4 FLOATING CHARGE**

Subject to paragraph 1 (*Fixed Charges*) above and save for the Excluded Assets, the Company has charged with full title guarantee in favour of the Security Agent as Security Agent for the Secured Creditors with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company not otherwise effectively mortgaged, charged or assigned under the Debenture

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this paragraph

**5 FURTHER ASSURANCE**

The Debenture contains covenants for further assurance

**6 NEGATIVE PLEDGE**

The Debenture contains a negative pledge