

101663/247

# MG01

## Particulars of a mortgage or charge



### 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

WEDNESDAY



\*S24KSV4J\*

SCT

20/03/2013

#611

COMPANIES HOUSE

1

### Company details

Company number 0 2 4 8 7 5 9 7

Company name in full Arqiva Limited (the **Chargor**)

68

For official use



#### Filling 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 d 0 d 5 m 0 m 3 y 2 y 0 y 1 y 3

3

### Description

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

Description

Standard Security dated 27 February 2013 by the Chorgor in favour of Deutsche Trustee Company  
Limited as trustee for itself and each of the other Obligor Secured Creditors (the **Obligor Security  
Trustee**)

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of each Obligor to any Obligor Secured Creditor  
under each Obligor Transaction Document to which such Obligor is a  
party (the **Obligor Secured Liabilities**)

Capitalised terms used in this Form MG01 and not otherwise defined  
shall have the meaning given to them in the attached continuation  
pages

#### 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 Deutsche Trustee Company Limited  
Address Winchester House, 1 Great Winchester Street  
London  
Postcode E C 2 N 2 D 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 That area of ground in the County of Caithness extending to five acres and six decimal or one tenth parts of an acre or thereby Imperial Standard Measure being the subjects disposed by and shown delineated and coloured red on the plan annexed and signed as relative to Disposition by The Secretary of State for Scotland in favour of the Independent Television Authority dated Second and recorded in the Division of the General Register of Sasines for the County of Caithness on Seventh both days in September Nineteen Hundred and Sixty Four, TOGETHER WITH the whole parts, privileges and pertinents of the said subjects and the whole right, title and interest, in and to the said subjects, which subjects were last vested in the Independent Television Authority whose title thereto was dated and recorded as aforesaid and from whom the Chargor acquired right by virtue of the Independent Broadcasting Authority Transfer Scheme dated and approved by the Secretary of State on 13 December 1990 made under Schedule 9 to the Broadcasting Act 1990 in favour of *inter alia* National Transcommunications Ltd (now known as Arqiva Limited conform to Certificate of Incorporation on Change of Name dated 29 July 2005)

# MG01

## Particulars of a mortgage or charge

### 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 870).

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 866). 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 

☒ For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Obligor Security Trustee) ☒

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

# MG01

## 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 Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



### 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**Additional FinCo Secured Creditor** means any person that as at the Closing Date is not already a FinCo Secured Creditor and which becomes a FinCo Secured Creditor pursuant to the provisions of Clause 2.8 (Accession of Additional FinCo Secured Creditor) of the STID

**AF No 1** means Arqiva Financing No 1 Limited, a company incorporated in England and Wales with limited liability (registered number 06137924)

**Agreed Form Borrower Master Agreement** has the meaning given to such term in paragraph 3.1 of the Issuer/Borrower Hedging Policy

**Agreed Form FinCo ISDA Master Agreement** has the meaning given to such term in the FinCo Hedging Policy

**Ancillary Facility** means a facility made available to the Borrower by an Ancillary Facility Provider on a bilateral basis and on normal commercial terms in place of all or part of a Working Capital Facility Provider's participation in a Working Capital Facility

**Ancillary Facility Provider** means a consenting Working Capital Facility Provider or an affiliate of a Working Capital Facility Provider that makes an Ancillary Facility available to the Borrower

**Authorised Facility** has the meaning given to such term in the MDA

**Authorised Facility Provider** means a lender or other provider of credit or financial accommodation to the Borrower under any Authorised Facility (including, for the avoidance of doubt, the Issuer, FinCo and each Borrower Hedge Counterparty)

**BBF Agents** means the CF&WCF Agent and the LF Agent

**Borrower** means AF No 1 or any successor thereto appointed in accordance with the CTA

**Borrower Account Bank** means National Westminster Bank plc, or any successor thereto, appointed to act as the account bank to the Borrower pursuant to the Borrower Account Bank Agreement

**Borrower Account Bank Agreement** means the account bank agreement dated on or about the Signing Date between the Borrower, the Borrower Account Bank, the Borrower Cash Manager, the LF Agent, the Issuer, the Issuer Security Trustee and the Obligor Security Trustee

**Borrower Bank Facilities** means each Capex Facility, Working Capital Facility, Liquidity Facility, any Ancillary Facility, any Permitted Facility and any other Authorised Facility other than a Finance Lease, Issuer/Borrower Facility, FinCo/Borrower Facility or Borrower Hedge (each a **Borrower Bank Facility**)

**Borrower Bank Facility Agreements** means the agreements pursuant to which the Borrower Bank Facilities are provided

**Borrower Bank Facility Providers** means the providers of the Borrower Bank Facilities under the Borrower Bank Facility Agreements

**Borrower Cash Manager** has the meaning given to such term in the MDA

**Borrower Hedge Counterparties** means those financial institutions listed in Part 6 (Borrower Hedge Counterparties) of Schedule 13 (Financial Institutions) to the CTA and each other Obligor Secured Creditor that accedes to the CTA and the STID and enters into an Agreed Form Borrower Master Agreement with the Borrower (but excluding, for the avoidance of doubt, the Issuer and FinCo)

**Borrower Hedges** means the New Hedges entered into by the Borrower (but excluding, for the avoidance of doubt, any Issuer/Borrower Hedges and FinCo/Borrower Hedges)

**Borrower Hedging Agreement** means each Pari Passu Borrower Hedging Agreement and each

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Super Senior Borrower Hedging Agreement

**Capex Facility** has the meaning given to such term in the MDA

**Capex Facility Providers** has the meaning given to such term in the MDA

**Capex and Working Capital Facilities Agreement** has the meaning given to such term in the MDA

**CF&WCF Agent** has the meaning given to such term in the MDA

**Closing Date** means the date of issue of the first Series of Notes under the Programme

**Common Documents** means the CTA, the STID, the Security Deed, the other Security Documents, the MDA, the CP Agreement, the Borrower Account Bank Agreement and the Tax Deed of Covenant and any other agreement, instrument or deed designated by the Obligor Security Trustee and at least one Obligor as a Common Document

**CTA** means the common terms agreement dated on or about the Signing Date between, among others, the Obligors, the Obligor Secured Creditors (including the Borrower Bank Facility Providers, FinCo and the Issuer), the Obligor Security Trustee, the FinCo Security Trustee and the Issuer Security Trustee

**Conditions Precedent** means the various conditions precedent, as detailed in the CP Agreement, which must be satisfied before the Closing Date

**CP Agreement** means the agreement dated on or about the Signing Date to be entered into by all of the Parties to the MDA which sets out all of the Conditions Precedent

**Finance Lease** has the meaning given to such term in the MDA

**FinCo** means Arqiva Senior Finance Limited, (registered number 08127157) a private limited liability company incorporated under the laws of England and Wales

**FinCo Corporate Officer Provider** means Structured Finance Management Limited (registered number 03853947), appointed to act as corporate officer provider to FinCo

**FinCo Hedge Counterparties** means the financial institutions listed in Schedule 9 (Initial FinCo Hedge Counterparties) of the STID as Hedge Counterparties and each other FinCo Secured Creditor that has entered into an Agreed Form FinCo ISDA Master Agreement with FinCo, (but excluding, for the avoidance of doubt, the Borrower)

**FinCo Hedging Policy** means the provisions set out in Schedule 3 to the FinCo Intercreditor Agreement

**FinCo Intercreditor Agreement** means the FinCo intercreditor agreement dated on or about the Signing Date between, among others, FinCo, the FinCo Security Trustee and the FinCo Secured Creditors

**FinCo Secured Creditors** means the FinCo Security Trustee, the Term Facility Providers, the TF Agent, the FinCo Corporate Officer Provider and the FinCo Hedge Counterparties and any other Additional FinCo Secured Creditor

**FinCo Security Trustee** means Deutsche Trustee Company Limited, or any successor thereto, or any other or additional trustee and all other persons for the time being appointed to act as security trustee for the FinCo Secured Creditors pursuant to the FinCo Intercreditor Agreement

**FinCo Transaction Documents** has the meaning given to such term in the MDA

**FinCo/Borrower Facilities** has the meaning given to such term in the MDA

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

**FinCo/Borrower Facilities Agreement** has the meaning given to such term in the MDA

**FinCo/Borrower Hedges** means each Treasury Transaction forming part of and subject to a FinCo/Borrower Hedging Agreement

**FinCo/Borrower Hedging Agreement** means the ISDA Master Agreement, including each Treasury Transaction forming part thereof and subject thereto, between FinCo and the Borrower

**Further Authorised Facility Provider** means any Authorised Facility Provider which accedes to the CTA and the STID following the Closing Date

**Intermediate Parent** means Arqiva Group Intermediate Limited (registered number 08126989), a company with limited liability incorporated under the laws of England and Wales

**ISDA Master Agreement** means an ISDA 2002 Master Agreement as published by the International Swaps and Derivatives Association Inc and including the Schedule thereto

**Issuer** means Arqiva Financing Plc (registered number 08336354), a public limited company incorporated under the laws of England and Wales

**Issuer Secured Creditors** has the meaning given to such term in the MDA

**Issuer Security Trustee** has the meaning given to such term in the MDA

**Issuer Transaction Documents** has the meaning given to such term in the MDA

**Issuer/Borrower Facilities** means the facilities pursuant to which the proceeds of Notes are on-lent by the Issuer to the Borrower

**Issuer/Borrower Facilities Agreement** means the agreement, under which the Issuer/Borrower Facilities are provided, entered into on or about the Signing Date between, *inter alios*, the Borrower, the Issuer and the Issuer Security Trustee

**Issuer/Borrower Hedges** means each Pari Passu Issuer/Borrower Hedge and each Super Senior Issuer/Borrower Hedge

**Issuer/Borrower Hedging Agreement** means each Pari Passu Issuer/Borrower Hedging Agreement and each Super Senior Issuer/Borrower Hedging Agreement

**Issuer/Borrower Hedging Policy** means the provisions set out in Schedule 5 to the CTA

**Jersey Security** means an acknowledgement between the Obligor Security Trustee (as Plaintiff) and Arqiva Limited (as Defendant) to be registered in the Public Registry of Jersey thereby creating a judicial hypothec to be secured over the property known as Fremont Point Transmitter Station

**LF Agent** has the meaning given to such term in the MDA

**Liquidity Facility** has the meaning given to such term in the MDA

**Liquidity Facility Agreement** has the meaning given to such term in the MDA

**Liquidity Facility Providers** has the meaning given to such term in the MDA

**MDA** means the master definitions agreement dated 22 February 2013 between, among others, the Chargor and the Obligor Security Trustee

**New Hedges** has the meaning given to such term in the MDA

**Northern Irish Security Agreement** means the Northern Irish security agreement executed in favour of the Obligor Security Trustee on or about the Closing Date by Arqiva Services Limited

**Note** has the meaning given to such term in the MDA

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

**Note Trust Deed** means the note trust deed constituting the Notes dated on or about the Signing Date between, the Issuer and the Note Trustee in connection with the Programme and any deed supplemental thereto

**Note Trustee** means Deutsche Trustee Company Limited, or any other or additional trustee and all other persons for the time being appointed pursuant to the Note Trust Deed to act for and on behalf of the Noteholders

**Noteholders** means the holders from time to time of the Notes and the expressions Noteholder and holder of Notes and related expressions shall be construed accordingly

**Obligors** means the Parent, the Intermediate Parent, the Borrower, Operating HoldCo and each Principal Subsidiary

**Obligor Secured Creditors** means the Obligor Security Trustee, the Issuer, FinCo, the Capex Facility Providers, the Working Capital Facility Providers, the Liquidity Facility Providers (in their capacity as lenders to the Borrower), the BBF Agents, the Borrower Hedge Counterparties, the Borrower Account Bank and any Further Authorised Facility Provider which accedes to the STID as an Obligor Secured Creditor

**Obligor Transaction Documents** means the Transaction Documents to which an Obligor is a party, as follows

- (a) the CTA,
- (b) the Security Documents,
- (c) the MDA,
- (d) the Capex and Working Capital Facilities Agreement,
- (e) the Liquidity Facility Agreement,
- (f) the Borrower Account Bank Agreement,
- (g) the Issuer/Borrower Facilities Agreement,
- (h) the FinCo/Borrower Facilities Agreement,
- (i) each Borrower Hedging Agreement,
- (j) each Issuer/Borrower Hedging Agreement,
- (k) each FinCo/Borrower Hedging Agreement,
- (l) any fee letter, commitment letter or utilisation request entered into in connection with the facilities referred to in paragraphs (d) and (e) above or (m) below or the transactions contemplated in such facilities and any other document that has been entered into in connection with such facilities or the transactions contemplated thereby that has been designated as an Obligor Transaction Document by the parties thereto (including at least one Obligor),
- (m) any other agreements documenting Ancillary Facilities, Permitted Facilities or Authorised Facilities and any transfer certificates or other documents entered into in connection with such facilities or the transactions contemplated thereby that has been designated as an Obligor Transaction Document by the parties thereto (including at least one Obligor),
- (n) the CP Agreement,
- (o) the Tax Deed of Covenant, and
- (p) any other agreement, instrument or deed designated by the Obligor Security Trustee and at



# MG01 - continuation page

## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>least one Obligor as an Obligor Transaction Document</p> <p><b>Operating HoldCo</b> has the meaning given to such term in the MDA</p> <p><b>Parent</b> means Arqiva Group Parent Limited (registered number 08085794), a company with limited liability incorporated under the laws of England and Wales and a newly incorporated holding company of the Intermediate Parent</p> <p><b>Pari Passu Borrower Hedging Agreement</b> has the meaning given to such term in the MDA</p> <p><b>Pari Passu Issuer/Borrower Hedges</b> means each Treasury Transaction forming part of and subject to a Pari Passu Issuer/Borrower Hedging Agreement</p> <p><b>Pari Passu Issuer/Borrower Hedging Agreement</b> has the meaning given to such term in the MDA</p> <p><b>Party</b> means, in relation to an agreement, a party to that agreement</p> <p><b>Permitted Facility</b> means a facility made available to the Borrower by a Permitted Facility Provider on a bilateral basis and on normal commercial terms in addition to a Borrower Bank Facility Provider's participation in the Borrower Bank Facilities and which, when aggregated with all other facilities made available by a Permitted Facility Provider, do not exceed in aggregate £50,000,000</p> <p><b>Permitted Facility Agreement</b> means the agreement under which the Permitted Facility is provided</p> <p><b>Permitted Facility Provider</b> means a consenting Borrower Bank Facility Provider or affiliate of a Borrower Bank Facility Provider or another provider thereof that has acceded to the STID and the Common Documents and which provides the Permitted Facility to the Borrower pursuant to the Permitted Facility Agreement</p> <p><b>Principal Subsidiaries</b> has the meaning given to such term in the MDA</p> <p><b>Programme</b> has the meaning given to such term in the MDA</p> <p><b>Scottish Security Deeds</b> means the individual standard securities granted in favour of the Obligor Security Trustee executed on or about the Closing Date</p> <p><b>Secured Creditors</b> means the Obligor Secured Creditors, the FinCo Secured Creditors and the Issuer Secured Creditors</p> <p><b>Security Deed</b> means the deed of charge and guarantee executed in favour of the Obligor Security Trustee by each of the Obligors on or about the Closing Date</p> <p><b>Security Documents</b> means</p> <ul style="list-style-type: none"> <li>(a) the Security Deed,</li> <li>(b) the STID and each deed of accession thereto, together with any Supplemental Deed,</li> <li>(c) the Scottish Security Deeds,</li> <li>(d) the Jersey Security,</li> <li>(e) the Northern Irish Security Agreement, and</li> <li>(f) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to an Obligor Secured Creditor in respect of the Obligor Secured Liabilities</li> </ul> <p><b>Series</b> has the meaning given to such term in the MDA</p> <p><b>Signing Date</b> means 22 February 2013, the date upon which the FinCo Transaction Documents, the Issuer Transaction Documents, the Common Documents and other relevant Obligor Transaction Documents have been entered into by all the parties thereto</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="308 360 1062 389">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="308 468 1501 533"><b>Standard Security</b> means a standard security as defined in Part II of the Conveyancing and Feudal Reform (Scotland) Act 1970</p> <p data-bbox="308 548 1501 703"><b>STID</b> means the security trust and intercreditor deed setting out the voting and intercreditor arrangements amongst the Secured Creditors entered into on or about the Signing Date between, among others, the Obligor Security Trustee, the Obligors, the Issuer Security Trustee, the FinCo Security Trustee, the TF Agent and the Note Trustee, together with any deed supplemental to the STID and referred to in the STID as a <b>Supplemental Deed</b></p> <p data-bbox="308 719 1442 748"><b>Super Senior Borrower Hedging Agreement</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 763 1501 828"><b>Super Senior Issuer/Borrower Hedge</b> means each Treasury Transaction forming part of and subject to a Super Senior Issuer/Borrower Hedging Agreement</p> <p data-bbox="308 844 1501 909"><b>Super Senior Issuer/Borrower Hedging Agreement</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 925 1171 954"><b>Tax Deed of Covenant</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 969 1187 999"><b>Term Facility Providers</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 1014 1011 1043"><b>TF Agent</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 1059 1501 1249"><b>Treasury Transaction</b> means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, index linked agreement, interest rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap, basis rate swap or combined similar agreement, any energy, oil or other commodity derivative transaction or any derivative transaction protecting against or benefiting from fluctuations in any rate, index or price</p> <p data-bbox="308 1265 1195 1294"><b>Working Capital Facility</b> has the meaning given to such term in the MDA</p> <p data-bbox="308 1310 1310 1339"><b>Working Capital Facility Provider</b> has the meaning given to such term in the MDA</p>	

# MG09

Certificate of registration of a charge comprising  
property situated in another UK jurisdiction



☒ **What this form is for**

You may use this form to give notice  
of a certificate of registration of a  
charge comprising property situated  
in another UK jurisdiction

☒ **What this form is NOT for**

You cannot use this form as a  
certificate of registration of a charge  
for a company registered  
in Scotland

**1**

## Company details

Company number

0 2 4 8 7 5 9 7

Company name in full

Arqiva Limited (the **Chargor**)

For official use

→ **Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

## Date charge presented

Date of, and parties to,  
the charge

It is hereby certified that the charge **①**

being a Standard Security dated 27 February 2013 by the Chargor in favour

of Deutsche Trustee Company Limited as trustee for the Obligor Secured

Creditors (as defined in the accompanying Form MG01)

was presented for registration on

d0 d5 m0 m3 y2 y0 y1 y3

Jurisdiction

in **②**

☒ Scotland

☐ England and Wales

☐ Northern Ireland

**①** As described on form MG01  
'Particulars of a mortgage  
or charge'

**②** Please tick as appropriate

**3**

## Signature

Please sign the form here

Signature

Signature

☒ For and on behalf of Shepherd and Wedderburn LLP (acting on  
behalf of Deutsche Trustee Company Limited)

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

# MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



## 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. The contact information you give will be visible to searchers of the public record

Contact name Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode 

E	H	3		8	U	L
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Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



## 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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



## Important information

Please note that all information on this form will appear on the public record.



## 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 2487597**

**CHARGE NO. 68**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED  
ON 27 FEBRUARY 2013 WHICH WAS PRESENTED FOR  
REGISTRATION IN SCOTLAND ON 5 MARCH 2013 AND  
CREATED BY ARQIVA LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY  
OBLIGOR SECURED CREDITOR ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 20 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013

DK



**Companies House**



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