



## Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M6

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

To the Registrar of Companies

For official use

Company number

111111

2906991

Name of company

\* British Sky Broadcasting Limited, formerly Precis (1265) Limited  
(the "Company")

\* Insert full name  
of company

Date of creation of the charge

30 June, 1994

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

Transfer Agreement (the "Transfer Agreement") dated 30 June, 1994  
between MCC Leasing (No. 18) Limited ("MCC"), Sony United Kingdom  
Limited ("Sony") (see continuation sheet no. 1)

Amount secured by the mortgage or charge

All moneys which were at 1 April, 1990 or, at any time thereafter shall  
have become, due and payable by the Company to MCC, howsoever the same  
may arise and including without limitation, any such liabilities  
arising under the following agreements (hereinafter referred to as the  
"MCC Agreements"), as novated in favour of the Company by the Transfer  
Agreement\*:

- (a) a Sale Agreement and Security Assignment dated 20 February, 1989  
between MCC, BSB Holdings Limited ("BSBH") and Sony Broadcast and  
Communications Limited ("SBC") (the "Security Assignment");

(see continuation sheet no. 1)

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

MCC Leasing (No. 18) Limited,

Churchill Plaza, Churchill Way, Basingstoke,

Hampshire

Postcode

RG21 1GP

18 JUL 1994

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

Herbert Smith,  
Exchange House,  
Primrose Street,  
London EC2A 2HS.

Ref: 282/C169

Time critical reference

For official Use  
Mortgage Section

Post room

REGISTERED

15 JUL 1994



\*K2NUA2YZ\*

KLO/RECEIPT DATE: 15/07/94

Short particulars of all the property mortgaged or charged

All of the Company's right, title and interest in and to the following agreements (hereinafter referred to as the "SBC Agreements"), as novated in its favour by the Transfer Agreement\*:

- (a) a Supply Contract between BSBH and SBC dated 20 February, 1989 (the "Supply Contract");
- (b) a Software Licence between BSBH and SBC dated 20 February, 1989; and

all the Company's right, title and interest in and to the Equipment by virtue of clause 2.1 of the Transfer Agreement (as more particularly described in the Security Assignment) which has not become the property of MCC together with all warranties relating thereto and all moneys which from time to time hereafter become payable by SBC to the Company pursuant to the Supply Contract.

(see continuation sheet no. 1)

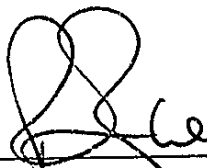
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed x



Date x

14/7/84

On behalf of [company] [mortgagee/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.

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

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

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

Company number

2906991

Name of company

British Sky Broadcasting Limited

Limited\*

\*delete if  
inappropriate

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

British Sky Broadcasting Group Limited ("BSkyB Group") (formerly  
British Sky Broadcasting Limited) and the Company.

- (b) a Lease Agreement dated 20 February, 1989 between MCC and BSBH;  
and
- (c) a Supplemental Sale Agreement dated 20 February, 1989 between  
MCC, BSBH and SBC.

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

\*By clause 2.1 of a transfer agreement dated 17 May, 1990, with effect from 1 April, 1990, BSBH ceased to be a party to the MCC Agreements and BSKyB Group became a party thereto in place of BSBH. By clause 2.2. of that agreement, BSKyB Group assumed all the obligations of BSBH under the MCC Agreements.

\*By clause 2.1 of the Transfer Agreement, with effect from 30 June, 1994, BSKyB Group ceased to be a party to the MCC Agreements and the Company became a party thereto in place of BSKyB Group. By clause 2.2 of the Transfer Agreement, the Company assumed all the obligations of BSKyB Group under the MCC Agreements.

\*By clause 2.1 of a transfer agreement dated 17 May, 1990, BSBH ceased to be a party to the SBC Agreements and BSkyB Group became a party thereto in place of BSBH. By clause 2.2 of that agreement, BSkyB Group assumed all the liabilities and obligations of BSBH under the SBC Agreements.

\*By clause 2.1 of the Transfer Agreement, BSkyB Group ceased to be a party to the SBC Agreements and the Company became a party thereto in place of BSkyB Group. By clause 2.2 of the Transfer Agreement, the Company assumed all the liabilities and obligations of BSkyB Group under the SBC Agreements.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02906991

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRANSFER AGREEMENT DATED THE 30th JUNE 1994 AND CREATED BY BRITISH SKY BROADCASTING LIMITED FOR SECURING ALL MONEYS WHICH WERE AT 1 APRIL 1990 OR AT ANY TIME THEREAFTER SHALL HAVE BECOME DUE AND PAYABLE BY THE COMPANY TO MCC LEASING (NO.18) LIMITED UNDER THE TERMS OF THE VARIOUS AGREEMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JULY 1994.

J. M. EVANS

for the Registrar of Companies



COMPANIES HOUSE

HC026B

L-C  
20-7  
W.