

104564/13  
**MG01**

## Particulars of a mortgage or charge



### A fee is payable with this form

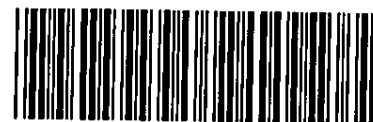
We will not accept this form unless you send the correct fee

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

THURSDAY



LD4 "LOOR7JYC" 39  
13/05/2010  
COMPANIES HOUSE

### 1 Company details

Company number 0 0 6 7 4 6 7 8

Company name in full Beacon Broadcasting Limited (the "Company")

9 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 0 5 0 5 2 0 1 0

### 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 Composite guarantee and debenture dated 5 May 2010 (the "**Guarantee and Debenture**") between, amongst others, the Company and Global Radio Group Limited (the "**Chargee**")

### 4 Amount secured

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

Amount secured All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Chargee from the Note Issuer pursuant to or in respect of the Finance Documents when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Chargee or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by any Charging Company under the Guarantee and Debenture (the "**Secured Obligations**")  
Capitalised terms in this Form MG01 shall have the meaning as set out in the attached continuation sheets (Short Particulars)

**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

Name Global Radio Group Limited

Address 22 Grenville Street

St Helier, Jersey

Postcode J E 4 8 P X

Name

Address

Postcode

#### Continuation page

Please use a continuation page if you need to enter more details

### 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

Please see attached continuation sheet

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

**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 866)

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 870). 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

X *Olswang* X

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 Yasmine Meeajun

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</b>	
<div>6</div>	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. CHARGES</b></p> <p>1 1 The Company with full title guarantee charged to the Chargee by way of a fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest</p> <p>(a) all freehold and leasehold property of the Company (including without limitation the property (if any) specified in Part 1 of Schedule 3 of the Guarantee and Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to or benefitting the same,</p> <p>(b) all plant, machinery (other than that charged by clause 4 1(a) of the Guarantee and Debenture), vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,</p> <p>(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any other person including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,</p> <p>(d) (subject to clause 8 (<i>Debt and Credit Balances</i>) of the Guarantee and Debenture in the case of any monies held in, or sums standing to the credit of the Collections Account) the Receivables,</p> <p>(e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any bank, financial institution or person (including, without limitation, but subject to clause 8 (<i>Debt and Credit Balances</i>) of the Guarantee and Debenture, the Collections Account),</p> <p>(f) the Insurances and all proceeds of the Insurances,</p> <p>(g) all uncalled capital and the goodwill of the Company now or at</p>	

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	<p>any time in the future in existence,</p> <p>(h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to any agreement to which it is a party and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them, and</p> <p>(i) the Intellectual Property</p> <p>1 2 The Company with full title guarantee charged to the Chargee by way of floating charge as continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Chargee by way of fixed charge pursuant to clause 4 1 of the Guarantee and Debenture</p> <p>1 3 As further security for the payment of the Secured Obligations, the Company assigned absolutely to the Chargee all its right, title and interest in the Receivables (subject to clause 8 (Debt and Credit Balances) of the Guarantee and Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Chargee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances to the Company</p> <p>1 4 Each of the charges referred to in clause 1 1 above shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 1 1(a) to 1 1(i) above (inclusive), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)</p> <p>1 5 The charges created by clauses 4 1 and 4 2 of the Guarantee and Debenture shall be first charges</p> <p><b>2. NEGATIVE PLEDGE</b></p> <p>2.1 The Company covenanted that it will not without the prior written consent of the Chargee</p>	

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	<p>(a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 (<i>Debt and Credit Balances</i>) of the Guarantee and Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,</p> <p>(b) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except Permitted Encumbrances), or</p> <p>(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 8 (<i>Debt and Credit Balances</i>) of the Guarantee and Debenture and except for Floating Charge Assets which may (subject to the other provisions of the Guarantee and Debenture and in particular but without limitation subject to the provisions of clause 8 (<i>Debt and Credit Balances</i>) of the Guarantee and Debenture) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the Company's business</p> <p>2 2 The Company will notify the Chargee immediately upon becoming aware of the occurrence of a Disposal, Financing, Listing, Significant Restructuring, Leakage Event, Creditor Event or Guarantee Payment Event (as each term is defined in the Loan Note Instrument)</p>	

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	<p><b>DEFINITIONS AND CONSTRUCTION</b></p> <p>"Assigned Agreements" means any agreement which the Chargee may from time to time designate as such by notice in writing to the Company,</p> <p>"Charging Company" means each of</p> <ul style="list-style-type: none"> <li>(i) the Company,</li> <li>(ii) Orion Media Holdings Limited,</li> <li>(iii) Orion Media Limited,</li> <li>(iv) Birmingham Broadcasting Limited,</li> <li>(v) Border Radio Holdings Limited,</li> <li>(vi) BRMB Limited,</li> <li>(vii) Capital Gold Birmingham Limited,</li> <li>(viii) Capital Radio Fun Limited,</li> <li>(ix) Capital Radio North East Limited,</li> <li>(x) Orion Media (East Midlands) Limited,</li> <li>(xi) Mercia Sound Limited,</li> <li>(xii) Midlands Radio Limited,</li> <li>(xiii) Radio Wyvern Limited</li> </ul> <p>together with any person which accedes to the terms of the Guarantee and Debenture pursuant to the terms of a duly executed deed of accession the form of which is set out in Schedule 4 to the Guarantee and Debenture,</p> <p>"Collections Account" means in respect of the Company, the bank account into which it collects its Receivables in accordance with Clause 8 1(a) of the Guarantee and Debenture,</p> <p>"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing,</p> <p>"Finance Documents" means the Guarantee and Debenture, the Loan Notes and the Loan Note Instrument,</p> <p>"Floating Charge Assets" means those assets of any Charging Company in the terms of Clause 2 of the Guarantee and Debenture subject to and with the benefit of the provisions set out in Schedule 2 of the Guarantee and Debenture,</p>	



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	<p>"<b>Insurances</b>" means all policies of insurance either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,</p> <p>"<b>Intellectual Property</b>" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,</p> <p>"<b>Loan Notes</b>" means the loan notes and PIK notes from time to time issued by the Note Issuer to the Chargee pursuant to the Loan Note Instrument,</p> <p>"<b>Loan Note Instrument</b>" means the secured loan note instrument constituting £3,716,293 loan notes entered into by the Note Issuer and dated the same as the Guarantee and Debenture pursuant to which the Note Issuer may issue loan notes to the Chargee,</p> <p>"<b>Note Issuer</b>" means Orion Media Holdings Limited,</p> <p>"<b>Permitted Encumbrance</b>" means any lien arising by operation of law and in the ordinary course of trading and not arising as a result of any default or omission by the Company or any other security created by the Company by which the Chargee has given its prior written consent to the creation of,</p> <p>"<b>Receivables</b>" means</p> <p>(1) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) including without limitation, insurance proceeds, disposal proceeds, and warranty claim proceeds,</p> <p>(11) the benefit of all rights and remedies relating to any of the items in (1) above including, without limitation, claims for damages</p>	

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	<p>and other remedies for non-payment of the same, all entitlements to interest and negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and</p> <p>(111) all proceeds of any of the items listed in (1) or rights and remedies in (11) above</p>	



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

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

**COMPANY NO. 674678  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 5 MAY 2010 AND CREATED BY BEACON  
BROADCASTING LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM ORION MEDIA HOLDINGS LIMITED  
AND ANY CHARGING COMPANY TO GLOBAL RADIO GROUP  
LIMITED 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  
13 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2010



Companies House  
— for the record —

*De  
SA*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES