MG01

Particulars of a mortgage or charge



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Α	fee	is	pay	able	with	this	form
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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

You cannot use the particulars of a ch company To do the form MG01s



please

ov uk

18/05/2010 COMPANIES HOUSE

official use

Company details

6 0 0 Company number

Company name in full

Beacon Broadcasting Limited ("Chargor")

101

Filling in this form Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Date of creation of charge

Date of creation

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

A Composite Guarantee and Debenture dated 05 May 2010 made between (1) the Initial Charging Companies and (2) Geoffrey Percy (the "Chargee") (the "Guarantee and Debenture").

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 payments 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 ("Secured Obligations")

Continuation page

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

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Amount secured

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



Amount secured

In this form MG01 the following expressions shall have the following meanings

- "Assigned Agreements" means any agreement which the Chargee may from time to time designate as such by notice in writing to the relevant Charging Company,
- "Charged Assets" means in respect of a Charging Company all the undertaking, goodwill, property, assets and rights of such Charging Company described in clause 4 1 and 4 2 of the Guarantee and Debenture as described in paragraphs 1.1 and 2 1 of section 6 of this form MG01;
- "Charging Companies" means the Initial Charging Companies and any person which accedes to the terms of the Guarantee and Debenture pursuant to the terms of a duly executed Deed of Accession,
- "Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance,
- "Collections Account" means in respect of a Charging Company, the bank account into which it collects its Receivables in accordance with clause 8.1(a) of the Guarantee and Debenture and in paragraph 5 1(a) of section 6 of this form MG01,
- "Deed of Accession" means a deed of accession to the Guarantee and Debenture in the form set out in Schedule 4 of the Guarantee and Debenture;
- "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;

"Enforcement Date" means.

- (1) the date on which the Chargee, pursuant to the terms of the Guarantee and Debenture, demands the payment or discharge of all or any part of the Secured Obligations, or
- (11) if earlier, the date of the occurence of an Insolvency Event,

1

"Finance Documents" means the Guarantee and Debenture, the Loan Notes and Loan Note Instrument issued by the Note Issuer to the Chargee;

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Amount secured

- "Floating Charge Assets" means those assets of any Company from time to time subject to a floating charge pursuant to the Guarantee and Debenture;
- "Guarantee" means the guarantee given by each Charging Company in the terms of clause 2 of the Guarantee and Debenture as described in paragraph 6 of section 6 of this form MG01 subject to and with the benefit of the provisions set out in the Guarantee and Debenture,
- "Initial Charging Companies" means the companies listed in schedule 1 of the Guarantee and Debenture;
- "Insurance" means all policies of insurance either at the date of the Guarantee and Debenture or in the future held by or written in favour of any Charging Company or in which any Charging Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,
- "Insolvency Event" means, any one or more of.
- (a) the passing of a resolution or the making of an order to wind up, liquidate, administer, reorganise or dissolve any Charging Company,
- (b) the appointment of a receiver, administrative receiver, administrator or manager over any of the assets or undertaking of any Charging Company,
- (c) the entering into by any Charging Company of any voluntary arrangement or composition with its creditors or its ceasing of suspending payment of its debts,
- (d) any person taking possession of any of the assets of any Charging Company pursuant to any charge or other encumbrance; or
- (e) any event analogous to those in paragraphs (a) to (d) above occurs in relation to any Charging Company in any jurisdiction,
- "Intellectual Property" 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,
- "LDC Deed of Priorities" means the deed of priorities originally dated 31 July 2009 and amended by a deed of amendment, restatement, and accession dated on or about the date of the Guarantee and Debenture and made between among others, the Chargee and the Note Issuer;

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Amount secured

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Amount secured

- "Loan Notes" 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,
- "Loan Note Instrument" means the management secured loan note instrument constituting £63,000 loan notes entered into by the Note Issuer and dated the same date as this Guarantee and Debenture pursuant to which the Note Issuer may issue loan notes to the Chargee;
- "Note Issuer" means Orion Media Limited (company number 6898191),
- "Permitted Encumbrance" 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 a Charging Company or any other Security created by a Charging Company to which the Chargee has given its prior written consent to the creation of;
- "Receivables" means in respect of each Charging Company
- (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 Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) including and without limitation, insurance proceeds, disposal proceeds, and warranty claim proceeds;
- (11) the benefit of all rights and remedies relating to any of the items in (1) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and
- (111) all proceeds of any of the items listed in (1) or rights and remedies in (11) above;
- "Securities" means the assets of the Relevant Charging Company described in clause 4 1(c) of the Guarantee and Debenture and as described in paragraph 1 1(c) of section 6 of this form MG01,
- All of the provisions of clause 1.1 to 1 4 (Definitions and Interpretation) of the Guarantee and Debenture shall apply to this form MG01 as though they were set out in full

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Particulars of a mortgage or charge

	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	Geoffrey Percy					
Address	White Lodge 225 High Street, Henly-in-Arden					
	Solihill, West Midlands					
Postcode	B 9 5 5 B G					
lame						
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				
	Charging 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 Charging Company or in which the Charging Company may from time to time have an interest (a) all freehold and leasehold property of the Charging Company 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 benefiting the same, (b) all plant, machinery (other than that charged by clause 4.1(a) of the Guarantee and Debenture as described in paragraph 1 1(a) of section 6 of this form MG01 (above)) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same; (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 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, (d) (subject to clause 8 of the Guarantee and Debenture as described in					

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (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 the Chargee or with any bank, financial institution or persion (including, without limitation but subject to clause 8 of the Guarantee and Debenture as described in paragraph 5 of section 6 of this form MG01, the Collections Account);
- (f) the Insurances and all proceeds of the Insurances;
- (g) all uncalled capital and the goodwill of the Charging Company at the date of this Guarantee and Debenture or at any time in the future in existence,
- (h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging 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
- (1) the Intellectual Property.
- 1.2 Each of the charges referred to in clause 4.1 of the Guarantee and Debenture as described in paragraph 1.1 of section 6 of this form MG01 shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in subclauses 4.1 (a) (i) (inclusive) as described in subparagraphs 1 1 (a) (i) of section 6 of this form MG01 (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)
- 1 3 As further security for the payment of the Secured Obligations, each Charging Company assigns absolutely to the Chargee all its right, title and interest in the Receivables (subject to clause 8 of the Guarantee and Debenture as described in paragraph 5 of section 6 of this form MG01 (Debts and Credit Balances)) 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 relevant Charging Company reassign the Receivables, Assigned Agreements and Insurances (each an "Assigned Asset") to such relevant Charging Company

2. Floating Charge

2.1 Each Charging Company with full title guarantee charges to the Chargee by way of floating charge as a 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

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Short particulars of all the property mortgaged or charged

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Please give the short particulars of the property mortgaged or charged

Short particulars

clause 4.1 of the Guarantee and Debenture as described in paragraph 1.1 of section 6 of this form MG01 (above).

- 2 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 2 of the Guarantee and Debenture as described in section 6 of paragraph 2 1 of this form MG01(above) which floating charge is accordingly a qualifying floating charge for such purposes
- 2 3 The charges created by clauses 4 1 and 4 2 of the Guarantee and Debenture as described in paragraphs 1.1 and 2 1 of section 6 of this form MG01 shall be first charges

3. Negative Pledge

- 3 1 Each Charging Company covenants that it will not without the prior consent in writing of the Chargee:
- (a) (save in relation to the Receivables to the extent permitted or required pursuant to clause 8 of the Guarantee and Debenture as described in paragraph 5 of section 6 of this form MG01) 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;
- (b) create or attempt to create or permit to subsist in favour of any person other than the Chargee of any Encumbrance (except Permitted Encumbrances);
- (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 of the Guarantee and Debenture as described in paragraph 5 of section 6 of this form MG01 and except for Floating Charge Assets which may (subject to the other provisions of this Guarantee or Debenture and in particular but without limitation subject to the provisions of clause 8 of the Guarantee and Debenture as described in paragraph 5 of section 6 of this form MG01) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the relevant Charging Company's business

4. Conversion of floating charge and automatic crystallisation

- 4 1 Notwithstanding anything expressed or implied in this Guarantee and Debenture the floating charge created by this deed by a Charging Company shall automatically and without notice be converted into a fixed charge in respect of the Floating Charge Assets of that Charging Company
- (a) if the relevant Charging Company creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Floating Charge Assets without the prior consent in writing of the Chargee, or

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Short particulars of all the property mortgaged or charged

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Short particulars

- (b) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets of that Charging Company
- 4.2 If at any time an Enforcement Date shall take place or the Chargee believes that any assets of a Charging Company are in danger of being seized or sold under any form of distress execution or other similar process then, without prejudice to the provisions of clause 6.1 of the Guarantee and Debenture as described in paragraph 4 1 of section 6 of this form MG01 (above) the Chargee shall be entitled at any time by giving notice in writing to that effect to such Charging Company to convert the floating charge over all or any part of the Floating Charge Assets of that Charging Company into a fixed charge as regards the assets specified in such notice
- 5. Debts and credit balances
- 5 1 Each Charging Company will
- (a) collect all Receivables in the ordinary course of trading as agent for the Chargee and, immediately upon receipt, pay all monies which it may receive in respect of the Receivables into the Collections Account or as the Chargee may otherwise direct and, pending such payment, hold all monies so received upon trust for the Chargee;
- (b) deal with the uncollected Receivables in accordance with any directions given in writing from time to time by the Chargee; and
- (c) at any time after the security constituted by this Guarantee and Debenture has become enforceable, execute and deliver to the Chargee a legal assignment of the Receivables to the Chargee (to the extent that the Receivables have not already been assigned to the Chargee) on such terms as the Chargee may require and give notice of it to the debtors from whom the Receivables are due owing or incurred and take any other steps as the Chargee may require to perfect such legal assignment.
- 5 2 Each Charging Company will deliver to the Chargee such information as to the amount and nature of its Receivables as the Chargee may from time to time reasonably require.
- 5 3 Before the security constituted by this Guarantee and Debenture shall have been enforced the monies credited to the Collections Account may be withdrawn by the relevant Charging Company with the prior written consent of the Chargee
- 5.4 Upon the security consituted by the Guarantee and Debenture being enforceable the Chargee (or a Receiver) may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of each Collections Account to meet any amount due and payable in respect of the Secured Obligations.

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Short particulars of all the property mortgaged or charged

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Please give the short particulars of the property mortgaged or charged

Short particulars

- 5 5 The Chargee or a Receiver shall not be responsible to any Charging Company for any non-payment of any liability of such Charging Company which could be paid out of monies standing to the credit of the relevant Collections Account, nor be liable to such Charging for any withdrawal wrongly made if made in good faith, except for gross negligence or wilful default
- 5.6 The Chargee may delegate its powers of withdrawal under this clause to any receiver and/or manager appointed pursuant to the Guarantee and Debenture
- 5 7 Prior to the floating charge constituted by clause 4 2 of the Guarantee and Debenture as described in paragraph 2 1 of section 6 of this form MG01 (above) being converted into a fixed charge by operation of law or otherwise, any monies received by any Charging Company and paid into the Collections Account in respect of the Receivables shall upon payment stand released from the fixed charge contained in clauses 4 1(d) and (e) of the Guarantee and Debenture as described in paragraphs 1 1(d) and 1 1 (e) of section 6 of this form MG01(above) and shall stand subject to the floating charge contained in clause 4 2 of the Guarantee and Debenture as described in paragraph 2 1 of section 6 of this form MG01 (above), but such release shall in no respects derogate from the subsistence of the said fixed charge on all other Receivables for the time being outstanding

Notes

6. Guarantee

- 6 1 Each Charging Company irrevocably and unconditionally guarantees to the Chargee the payment on demand on the due date of the Secured Obligations except any Secured Obligations in respect of which the relevant Charging Company is already primarily liable
- 6 2 Each Charging Company as principal obligor and as a separate and independent obligation and liability from its liabilities under paragraph 1 above, irrevocably and unconditionally agrees to indemnify the Chargee in full on demand against all losses, costs and expenses suffered or incurred by the Chargee arising from or in connection with any failure by any Charging Company to pay or otherwise discharge the Secured Obligations when due.
- 6 3 The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 2 of the Guarantee and Debenture
- 6 4 The liabilities of the Charging Companies under the Guarantee are joint and several

12.

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Short particulars of all the property mortgaged or charged

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Please give the short particulars of the property mortgaged or charged

Short particulars

Deed of priorities

This Guarantee and Debenture is subject to the terms of the LDC Deed of Priorities and a Deed of Priorities between (1) Orion Media Holdings Limited and Orion Media Limited, (2) the companies listed in schedule 1 thereto (and defined in this Guarantee and Debenture), (3) the persons listed in schedule 2 thereto (and defined in this Guarantee and Debenture, (4) Global Radio Group Limited, (5) Lloyds TSB Development Capital Limited, and (6) National Westminster Bank plc acting through The Royal Bank of Scotland plc originally dated 31 July 2009 and amended and restated on or about the same date as this Debenture and Guarantee (the "RBS Deed of Priorities")

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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 N11. or discount

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)

Signature

Please sign the form here

Signature

Signature

Waneron McKenre Ide

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

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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 Jayne Brown

Company name

CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Postrown London

County/Region

Postcode E C 1 A 4 D D

Country United Kingdom

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000 (Doc no 23010711)

✓ 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 included the drightal deed war 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

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 or email 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



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. 10

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 THE NOTE ISSUER TO GEOFFREY PERCY 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 18 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2010



