

225111/6416

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

TUESDAY



A1811NQ8

A17

08/05/2012

#213

COMPANIES HOUSE

1

Company details

Company number

0 0 7 1 5 1 4 3

Company name in full

GWR Group Limited (the "Charging Company")



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

d2 d6 m0 m4 y2 y0 y1 y2

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

Debenture dated 26 April 2012 made between the Charging Company and others (1) in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Debenture")

4

Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

References to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes references to the Finance Documents as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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 Barclays Bank PLC (as Security Agent for the Beneficiaries)

Address 5 North Colonnade

London

Postcode E 1 4 4 B 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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include references to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of these charges.

Particulars of property mortgaged or charged

1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent by way of security

- a all of its rights, title and interest from time to time in respect of sums payable to it pursuant to the Insurance Policies, and
- b all its rights, title and interest from time to time in respect of the Hedging Agreements

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p data-bbox="312 479 1474 539">2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent</p> <p data-bbox="408 568 743 602">a by way of a fixed charge</p> <ul style="list-style-type: none"> <li data-bbox="464 629 1450 689">i all plant and machinery at the Debenture Date or in the future attached to any Land, <li data-bbox="464 719 1482 779">ii all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them, <li data-bbox="464 808 1450 902">iii all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them, <li data-bbox="464 931 1442 992">iv all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments, <li data-bbox="464 1021 1466 1081">v all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments, <li data-bbox="464 1111 1501 1317">vi all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it in which it is entitled to the proceeds which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture, <li data-bbox="464 1346 1158 1379">vii all its goodwill and uncalled capital for the time being, <li data-bbox="464 1408 1286 1442">viii all trade debts at the Debenture Date or in the future owing to it, <li data-bbox="464 1471 1482 1532">ix all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group, <li data-bbox="464 1561 1469 1677">x the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (<i>Assignments</i>), <li data-bbox="464 1706 1426 1767">xi any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future, <li data-bbox="464 1796 1490 1912">xii all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, 	Continuation Page 1

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 2

xiii all moneys at the time being standing to the credit of any Mandatory Prepayment Account and any Collection Accounts, and

xiv the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

(a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by way of any fixed charge referred to in paragraph 2 above, including Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and

(b) without exception, all its Assets insofar as they are for the time being situated in Scotland

Covenants and Restrictions contained in the Debenture

1 By Clause 6 1 (*Collection*) the Charging Company agreed following the occurrence of a Declared Default, to promptly collect all Receivables and hold the proceeds of collection on trust for the Secured Parties

2 By Clause 6 1 (*Collection*) the Charging Company agreed that upon the occurrence of a Declared Default, the Security Agent may, in accordance with the terms of the Finance Documents, take whatever steps it deems necessary to collect and realise any of the Receivables, including required payment direct to the Security Agent in a Collection Account in accordance with Clause 6 2 (*Payment into designated bank account(s)*)

3 By Clause 6 2 (*Payment into designated bank account(s)*) the Charging Company agreed that upon the occurrence of a Declared Default, it will promptly pay all moneys received or receivable by it from any source (including any proceed of collection of Receivables) into a Collection Account (or, if one or more Collection Accounts have been designated for this purpose by the Security Agent, the relevant Collection Account

4 By Clause 6 3 (*No Derogation*) the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recover, other than in relation to the negotiation of Receivables with its customers in the ordinary course of business

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 3

- 5 By Clause 7 (*Negative Pledge and other Restrictions*) the Charging Company agreed that it would not, except as otherwise permitted under any Finance Documents or without the prior written consent of the Security Agent
- (a) create or permit to subsist any Security over any of its Assets, or
 - (b) sell, assign, lease, licence or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 6 By Clause 11 3 (*After Enforcement*) at any time after the occurrence of a Declared Default
- (a) the Security Agent may, for the purpose of protecting its interests in relation to the Secured Sums, exercise (but is not obliged to exercise) in the name of the Charging Company or otherwise and without any further consent or authority on the part of the Charging Company, all voting powers and rights attaching to the Specified Investments as it sees fit, including any rights to nominate or remove a director, as if the Security Agent were the sole beneficial owner of the Specified Investments, and
 - (b) all Derivative Rights shall, if received by the Charging Company or the Security Agent's nominee, be held on trust for and forthwith paid or transferred to the Security Agent
- 7 By Clause 11 4 (*Negative Covenant*) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, other than as permitted under the Finance Documents, consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Account Bank" means any bank with which any Collection Account is maintained as specified in a notice substantially in the form set out at Schedule 4 (*Form of notice of Receivables*) of the Debenture

"Agent" means Barclays Bank PLC,

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

"Beneficiary" means each Finance Party and each Hedge Counterparty

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

Definitions continued

"**Chargor**" means each company named below and (with the effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

Name of Chargor	Registered number
Cardiff Broadcasting Company Limited	1369605
Capital Radio Investments Limited	988448
Chiltern Radio Limited	1472241
Classic FM Limited	2622707
Essex Radio Limited	670633
First Oxfordshire Radio Company Limited	2247588
Galaxy Radio Manchester Limited	2848034
Galaxy Radio North East Limited	3139918
Galaxy Radio Yorkshire Limited	3052392
Gcap Media Management Limited	2318655
Gemini Radio Limited	2864089
Global Radio Acquisitions Limited	6417314
Global Radio Holdings Limited	4077052
Global Radio Limited	923454
Global Radio London Limited	2826601
Global Radio Midlands Limited	2828239
Global Radio Services Limited	3296557
Global Radio UK Limited	6251684
GWR (West) Limited	1458936
GWR East Holdings Limited	3960678
GWR Group Limited	715143
LBC Radio Limited	3143623
Mid Anglia Radio Limited	391895
Radio Broadland Limited	1620771
Radio South Limited	0955992
Radio Trent Limited	00728182
Southern Radio Group Limited	01798533
Suffolk Group Radio Limited	1582637
Thamesquote Limited	2360672
Thames Valley Broadcasting Limited	1208165
Wiltshire Radio Limited	1568150
XFM Limited	2672315

"**Collection Account**" means the Charging Company's account with the Account Bank into which, following the occurrence of a Declared Default, the Charging Company pays its Receivables as specified in a notice substantially in a form set out at Schedule 4 (*Form of notice of Receivables*) of the Debenture,

"**Company**" means Global Radio UK Limited, a company registered in England and Wales with company number 06251684,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5

Definitions continued

"Debenture Date" means 26 April 2012,

"Declared Default" means an Event of Default has occurred and as a result the Agent has taken steps to exercise any of its representative rights under Clause 25 22 (*Acceleration*) of the Facilities Agreement,

"Deed of Accession" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*),

"Derivative Rights" includes

- a allotments, rights, money or property arising at any time in relation to any investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- b dividends, distributions, interest and other income paid or payable in relation to any investments, and
- c stock, shares and securities offered in addition to or in substitution for any investments,

"Event of Default" means an Event of Default under and as defined in the Facilities Agreement,

"Facilities Agreement" means the facilities agreement dated 26 April 2012 between Global Radio UK Limited (as the Company), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Bank PLC, the Governor and Company of Bank of Ireland and The Royal Bank of Scotland Plc (as Arrangers and Bookrunners), Barclays Bank PLC (as Agent and Security Agent) and the Original Lenders

"Finance Document" means the Facilities Agreement, any Accession Deed, any Ancillary Document, the Mandate Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated a "Finance Document" by the Agent and the Company,

"Finance Party" means the Agent, the Arranger, the Bookrunner, the Security Agent, a Lender, a Hedge Counterparty or an Ancillary Lender,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of Floating Charge*) (or by the equivalent provision of any Deed of Accession and Charge),

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Continuation Page 6	
	Definitions continued	
	<p>"Group" means the Company and its Subsidiaries for the time being,</p> <p>"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature required to be maintained under the Finance Documents and which are from time to time by or on behalf of the Charging Company or, (to the extent of its interest) in which the Charging Company has an interest at any time but excluding any third party liability insurance, business interruption or similar contract and policies and any directors' and officers' insurance,</p> <p>"Intercreditor Agreement" means the Intercreditor agreement dated on the Debenture Date and made between, amongst others, the Company, the Original Debtors (as defined in the Intercreditor Agreement), Barclays Bank PLC as Security Agent, Barclays Bank as the Agent, the Lenders, the Arrangers, the Ancillary Lenders and the Hedge Counterparties (each as defined in the Intercreditor Agreement),</p> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference option, rights or otherwise (but excluding any Investment in a Joint Venture),</p> <p>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity,</p> <p>"Land" means freehold and leasehold, any other estate in, land and (outside England and Wales) immovable property and in each case buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>"Lender" means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (Increase) of the Facilities Agreement or Clause 26 (Change to the Lenders) of the Facilities Agreement,</p> <p>"Mandatory Prepayment Account" means an interest-bearing account,</p> <p>(a) held in England by the Company with a Lender,</p> <p>(b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 7

Definitions continued

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (each acting reasonably), and

(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be designated, substituted or replaced from time to time),

"Permitted Security" has the meaning given to it in the Facilities Agreement,

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed Security*),

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly and severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

(a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" includes any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect,

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents,

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

(a) represents a holding in a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking under section 1162(2)(a) of the Act,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 8

Definitions continued

- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) such Charging Company has deposited the certificates for the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee, and

"Subsidiary" means any of a subsidiary within the meaning of section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

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

Not applicable

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

X *Ngan Lorenz Interland UK*

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 F3/SJB/ADM

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 715143
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 APRIL 2012
AND CREATED BY GWR GROUP LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
ALL OR ANY OF THE BENEFICIARIES 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 8 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012

12x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES