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CHFP041

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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

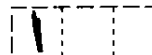
Particulars of a mortgage or charge**395**

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



3759569

Name of company

*RADIO HAMPSHIRE LIMITED

Date of creation of the charge

10TH NOVEMBER 2008

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

Debenture

Amount secured by the mortgage or charge

All present and future monies, obligations and liabilities owed by Radio Hampshire Limited (the "Borrower") to Provincial Radio Limited (the "Lender"), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with any of a loan agreement dated the date of the Debenture between the Borrower and the Lender for the provision of loan facilities secured by the Debenture (the "Facility Agreement") or the Debenture (including, without limitation, payment or security received by the Lender in respect of the secured liabilities which may be avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership, or otherwise) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

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

Provincial Radio Limited, The Old Court House, Union Road, Farnham,
Surrey.

Postcode GU9 7PT

Presenter's name, address and
reference (if any)

TWM Solicitors LLP
~~16-18 Quarry Street,~~
~~Guildford,~~
~~Surrey GU1 3UF~~
DX 2418 Guildford 1
(Ref 207761-8-3)

Time critical reference

For official use (02/2006)
Mortgage Section

SATURDAY



A49 15/11/2008 202
COMPANIES HOUSE
12/11/2008 197
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1) As a continuing security for the payment and discharge of the secured liabilities, the Company with full title guarantee (and subject to paragraph 2 (below))

1 1) charges to the Lender, by way of first legal mortgage, The Studio at St Mary's Stadium, Britannia Road, Southampton, Hampshire as described in a lease dated 25th July 2007 made between Southampton Football Club Limited and the Borrower

1 2) charges to the Lender, by way of first fixed charge

1 2 1) all properties acquired by the Borrower in the future,

1 2 2) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this paragraph 1 in or over freehold or leasehold property,

1 2 3) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the properties,

See continuation sheet

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

None

Signed

Date

10th Nov 2008

On behalf of [company] [mortgagee/chargee] †

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 situate 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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No
to Forms Nos 395 and 410 (Scot)

Company number

3759569

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*Delete if
inappropriate

Name of company

RADIO HAMPSHIRE LIMITED

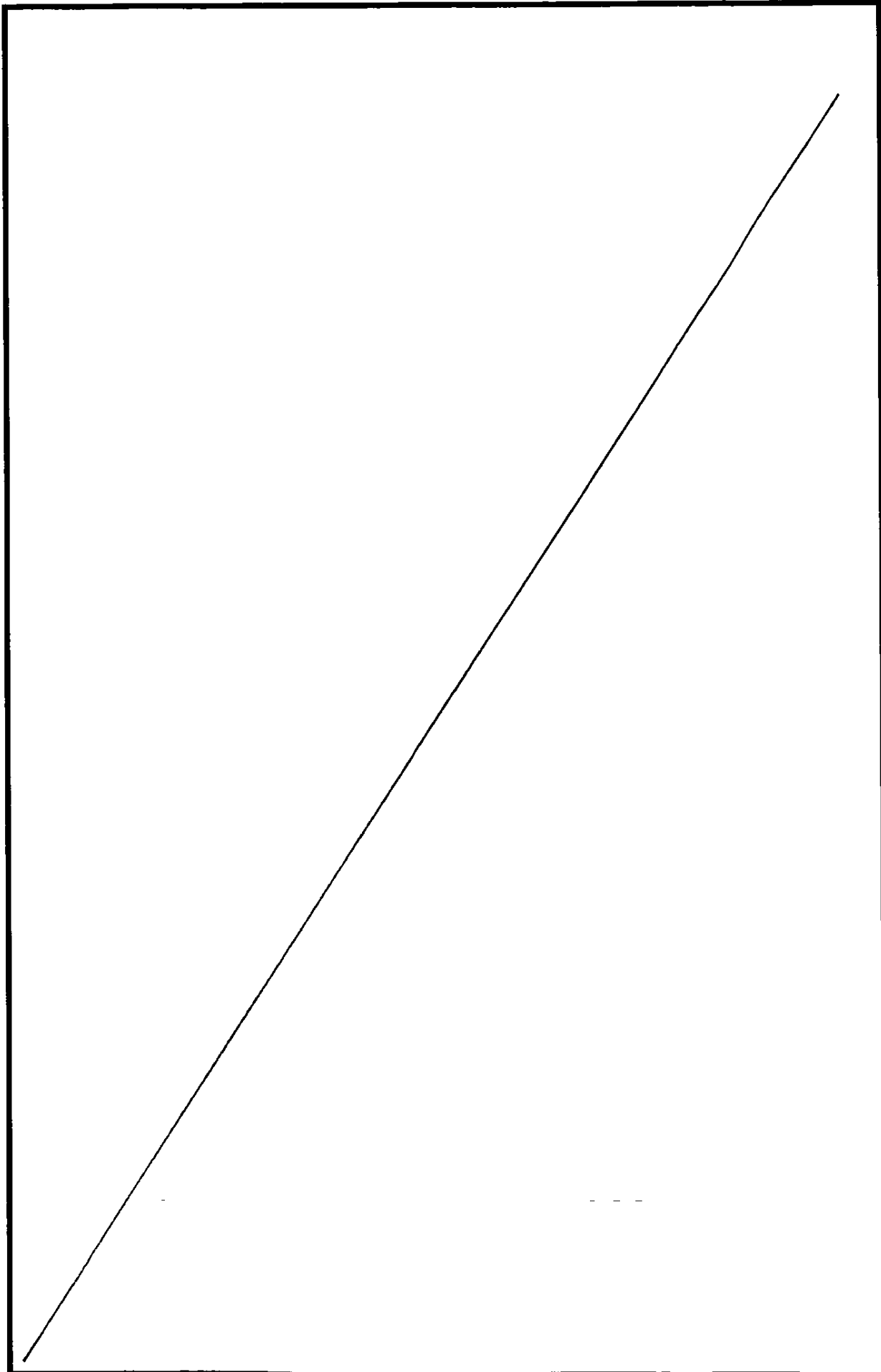
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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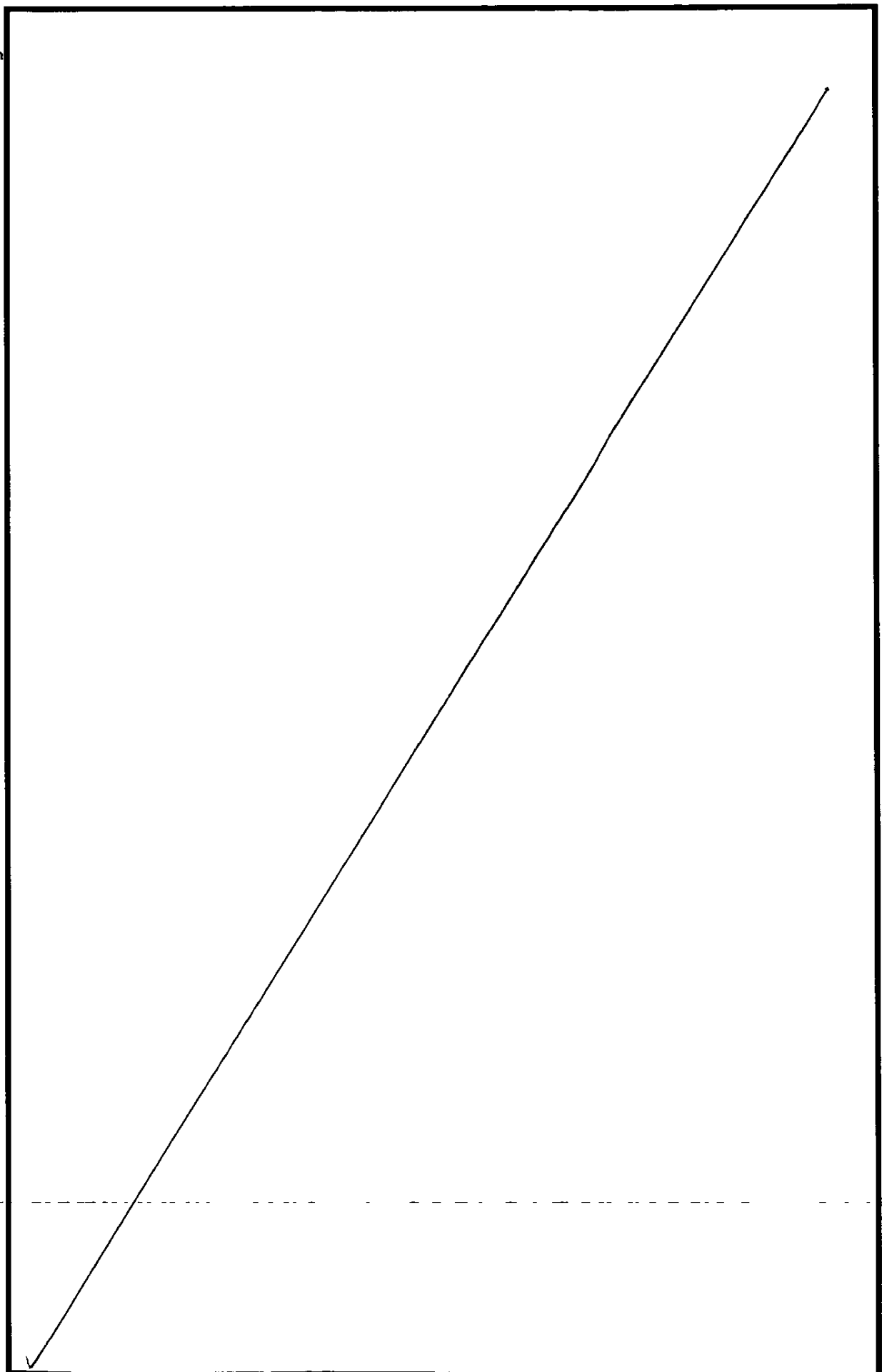
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)



Short particulars of all the property mortgaged or charged (continued)

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1 2 4) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any assets, property and undertaking for the time being subject to security interests created by the Debenture and all rights in connection with them,

1 2 5) all present and future goodwill and uncalled capital for the time being of the Borrower,

1 2 6) all equipment,

1 2 7) all intellectual property, and

1 3) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1 and 1 2 (above)

2) No charge referred to in paragraph 1 (above) shall apply to any property (or any interest in freehold or leasehold property) to the extent third party consent is required to obtain such charge, save that if so requested by the Lender, the Borrower shall forthwith use its best endeavours to obtain such third party consent (including, but not limited to the consent of any relevant landlord) If third party consent is given, then the corresponding charge referred to in paragraph 1 shall immediately become effective over the relevant property

3) The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the assets and property and undertaking for the time being subject to the security interests created by the Debenture and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the assets and property and undertaking for the time being subject to the security interests created by the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3759569
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
NOVEMBER 2008 AND CREATED BY RADIO HAMPSHIRE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PROVINCIAL RADIO LIMITED
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 15 NOVEMBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2008**



Companies House
— for the record —



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

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