

# M

## 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

[ 1 1 2 ]

04931007

Name of company

\* The Local Radio Company plc (the "Company")

Date of creation of the charge

26 May 2009

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

Debenture (the "Deed")

Amount secured by the mortgage or charge

See Appendix 1

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

UKRD Group Ltd, Carn Brea Studios, Wilson Way, Redruth, Cornwall (the "Lender")

Presentor's name address and reference (if any): **<D03/**

Burges Salmon LLP  
Narrow Quay House  
Narrow Quay  
Bristol  
BS1 4AH

For official Use  
Mortgage Section



\*PG3TE00F\*

PMO

02/06/2009  
COMPANIES HOUSE

483

A24

\*AAGUKALF\*  
10/06/2009  
COMPANIES HOUSE

10

A25

\*AECWMAD5\*  
02/06/2009  
COMPANIES HOUSE

104

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix 2.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Burges Salmon LLP*

Date 1 June 2009

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

† 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 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

APPENDIX 1

Amount secured by the mortgage or charge

- 1.1 Pursuant to clause 2.1 of the Deed, the Company has covenanted that it will on demand pay to the Lender all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Lender when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Lender or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.
- 1.2 The liabilities referred to in clause 2.1 of the Deed (*Covenant*) will, without limitation, include interest (both before and after judgment) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such moneys, obligations or liabilities or generally in respect of the Company.
- 1.3 Under clause 2.3 of the Deed, the Company agreed to pay to the Lender interest on any unpaid Secured Liabilities to the date of actual payment or discharge (notwithstanding any demand or judgement or the liquidation or administration of the Company or any arrangement or composition with creditors by the Company) at the Default Rate compounded in accordance with the provisions of the Facility Letter.

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

**APPENDIX 2**

Short particulars of all the property mortgaged or charged

**1 FIXED CHARGES**

1.1 Pursuant to clause 3.1 of the Deed, the Company has charged to the Lender as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

- (a) by way of legal mortgage all estates or interests in any freehold or leasehold property in England and Wales now belonging to the Company;
- (b) by way of fixed charge:
  - (i) (to the extent that they are not the subject of an effective mortgage under clause 3.1(a) of the Deed) all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Company;
  - (ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land;
  - (iii) the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled;
  - (iv) all plant and machinery owned by the Company and its interest in any plant and machinery in its possession;
  - (v) all Shares held by it and/or any nominee on its behalf and all Related Rights;
  - (vi) all benefits in respect of the Insurances including all claims and the refund of any premiums;
  - (vii) its rights under the appointment of any managing agent of any of the Properties;
  - (viii) all funds standing to the credit of the Company from time to time on any account with National Westminster Bank plc or any other bank or financial institution or organisation
  - (ix) all of its book and other debts, and prepayments, the proceeds of the same and all monies due and owing to it; and
  - (x) the full benefit of all Security Interests, Collateral Instruments and other rights relating to any of the foregoing;

THE LOCAL RADIO COMPANY PLC

(No. 04931007)

UKRD GROUP LTD

- (xi) all its goodwill and uncalled capital from time to time;
- (xii) the benefit of all authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such authorisations or the Charged Assets; and
- (xiii) if and in so far as any assignment in clause 3.2 of the Deed (*Assignment*) shall for any reason be ineffective as an assignment, the assets referred to in that clause.

**2 ASSIGNMENT**

2.1 Pursuant to clause 3.2 of the Deed, the Company has assigned and agreed to assign absolutely to the Lender by way of security the following assets, present and future:

- (a) all its rights, title and interest in and to any rental income arising from any Property and any guarantee of any such rental income;
- (b) all its rights, title and interest in and to all payments made under the Insurances;
- (c) all rights and claims to which it is now or may in the future become entitled in relation to the Properties including, without limitation, all rights and claims it may have from time to time against any vendor or lessor or persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Properties and all guarantors and sureties for the obligations of such persons and any security taken from any such persons;
- (d) all rights under any agreement or arrangement it may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any indebtedness and any right or option to enter into any such agreement or arrangement; and

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Company, reassign such assigned Charged Assets to the Company or as it may direct.

**3 FLOATING CHARGE**

3.1 Pursuant to clause 3.3 of the Deed, the Company has charged to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3.1 of the Deed (*Fixed charge*) or effectively assigned pursuant to clause 3.2 of the Deed (*Assignment*).

3.2 Pursuant to clause 3.5 of the Deed, the Lender may by notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

- (a) an Insolvency Event is continuing; or
  - (b) the Company creates any Security Interest (other than in the ordinary course of its business); or
  - (c) any of the representations given under clause 4 of the Deed (*Representations*) is incorrect; or
  - (d) the Company breaches any material term of the Deed; or
  - (e) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy.
- 3.3 Pursuant to clause 3.6 of the Deed, notwithstanding anything contained in the Deed if, without the prior written consent of the Lender or as permitted under the Deed:
- (a) the Company creates any Security Interest (whether by way of fixed or floating Security Interest) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under the Deed or attempts to do so; or
  - (b) any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets,
- the floating charge created by the Deed over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

**4 PRIORITY**

- 4.1 Pursuant to clause 3.4 of the Deed, subject to the terms of the Existing Security Document and Deed of Priority, the charges and assignments created by the Deed:
- (a) rank as first charges or assignments; and
  - (b) are given with full title guarantee.

**5 NEGATIVE PLEDGE**

- 5.1 Under clause 5.2 of the Deed, the Company agreed that it will not create or agree to create or permit to subsist any Security Interest over any part of its assets, other than any Security Interest created by the Deed, the Existing Security Document or permitted pursuant to the Facility Letter.

**6 RESTRICTIONS ON DEALING WITH CHARGED ASSETS**

- 6.1 Under clause 5.17(a) of the Deed the Company has agreed that it will not, without the prior written consent of the Lender, or as permitted by the Facility Letter, (whether by a single transaction or a series of related or unrelated transactions and whether at the same

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so.

- 6.2 Pursuant to clause 5.17(b) of the Deed, the Company agreed that it will not, other than as permitted by the Facility Letter, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

**7 FURTHER ASSURANCE**

- 7.1 Pursuant to clause 6.1 of the Deed the Company agreed that it will, if and when required by the Lender:

- (a) execute such further Security Interests and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and
- (b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Lender shall stipulate such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Deed.

**8 POWER OF ATTORNEY**

- 8.1 Under clause 13.1 of the Deed, the Company has, by way of security (and to secure proprietary interests of any delegates), irrevocably appointed each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;
- (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security Interest or document referred to in clause 6.1 of the Deed (*Further assurance*); and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under the Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed.

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

- 8.2 Pursuant to clause 13.2 of the Deed, the Company has ratified and confirmed and agreed to ratify and confirm all acts and things which any attorney pursuant to clause 13.1 of the Deed (*Power of attorney*) shall do, or purport to do, in the exercise of his powers under clause 13.1 of the Deed(*Power of attorney*).

**9 CONTINUING SECURITY**

- 9.1 Pursuant to clause 14.1 of the Deed, the Deed and the obligations of the Company under the Deed shall:
- (a) secure the ultimate balance of the Secured Liabilities and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
  - (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security Interest, right or remedy held by or available to the Lender; and
  - (c) not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security Interest, right or remedy.



THE LOCAL RADIO COMPANY PLC

(No. 04931007)

UKRD GROUP LTD

DEFINITIONS

**Definitions**

For the purposes of Appendices 1 and 2 of this Form 395, the following definitions shall have the following meanings:

**"Charged Assets"** means all the undertaking, property and assets of the Company described in clause 3.1 of the Deed(*Fixed charge*), clause 3.2 of the Deed(*Assignment*) and clause 3.3 of the Deed(*Floating charge*), including any part thereof and any interest therein.

**"Collateral Instruments"** means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person.

**"Debts"** means the assets of the Company described in clause 3.1(b)(ix)(A) of the Deed (*Fixed charge*).

**"Deed of Priority"** means the deed of priority dated on or about the date of the Deed made between National Westminster Bank Plc and the Lender.

**"Default Rate"** means 12 per cent per annum.

**"Enforcement Date"** means the date on which the Lender demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for an administration order in relation to the Company.

**"Existing Security Document"** means the debenture dated 16 June 2006 made between National Westminster Bank plc and the Company.

**"Facility Letter"** means the letter dated on or about the date of the Deed from the Lender to the Company.

**"Insurances"** means all contracts or policies of insurance in which the Company from time to time has an interest.

**"NatWest Facility Letter"** means the account management arrangement letter dated 8 August 2007 setting out the terms and conditions on which The Royal Bank of Scotland (as agent for National Westminster Bank plc) shall make available account management arrangements with a gross limit of £1,500,000.

**"Party"** means a party to the Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative.

**"Properties"** means the assets of the Company described in clauses 3.1(a) of the Deed and 3.1(b)(i) of the Deed (*Fixed charge*) and all present and future heritable and leasehold property in Scotland now or hereafter vested in the Company together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting such property (each a **"Property"**).

**THE LOCAL RADIO COMPANY PLC**

(No. 04931007)

**UKRD GROUP LTD**

**"Receiver"** means any one or more receivers and/or managers appointed by the Lender pursuant to the Deed in respect of the Company or over all or any of the Charged Assets.

**"Related Rights"** means any dividend, interest or other amount (cash or otherwise) paid or payable in relation to any Share and any shares, stocks, securities, rights, money, assets or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, distribution, bonus, allotment, preference, under option rights or otherwise.

**"Secured Liabilities"** means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Deed(*Covenant to pay*).

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment hypothecation or security interest or any other agreement or arrangement having a similar effect.

**"Security Period"** means the period from the date of the Deed until the Lender confirms in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**"Shares"** means the Company's interests in any share in the share capital of any person.



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

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

**COMPANY NO. 4931007  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MAY 2009  
AND CREATED BY THE LOCAL RADIO COMPANY PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO UKRD 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 XII OF THE  
COMPANIES ACT 1985 ON THE 2 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2009

PO  
Jed



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES