

M

CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

633130/13

395

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

For official use

5

Company number

00267189

Name of company

* Haymarket Media Group Limited (the **Pledgor**)

Date of creation of the charge

1 August 2008

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

A pledge agreement dated 1 August 2008 and entered into between (1) the Pledgor and (2) the Secured Party (as defined below) (the **Pledge**)

Amount secured by the mortgage or charge

(a) all of the Pledgor's liabilities to the Secured Party of any kind and in any currency (whether present, future, actual or contingent and whether incurred alone or jointly with another), and

(b) all liabilities of the Pledgor under the Pledge, and in all of the foregoing cases whether due or to become due, and whether existing at the date of the Pledge or thereafter arising or incurred,

(the **Obligations**)

Please return
via
CH London Counter

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

National Westminster Bank Plc (the **Secured Party**) c/o The Royal Bank of Scotland plc, 280 Bishopsgate, London

Postcode EC4M 4RB

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
MZR/ZSA/70001 00399

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LD4 *LJ2X02A3* 46
15/08/2008
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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)

NIL

Signed

Denton Wilde Sapte LLP

Date 15/08/08

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

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

Notes

[†] delete as
appropriate

- 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

Company number

00267189

Name of company

* insert full name
of company* Haymarket Media Group Limited (the **Pledgor**)

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

1 Pledge

As security for the payment and performance of all of the Obligations, the Pledgor pledged to the Secured Party and granted to the Secured Party a security interest (the **Security Interest**) in the following, including any securities account containing a securities entitlement with respect to the following (the **Collateral**)

- (a) The Pledged Shares and the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares
- (b) All additional shares of stock of any issuer of the Pledged Shares from time to time acquired by the Pledgor in any manner, and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares
- (c) All proceeds of any and all of the foregoing (including proceeds that constitute property of types described above)

2 Continuing Security Interest

The Pledgor agreed that the Pledge would create a continuing security interest in the Collateral and would (a) remain in full force and effect until the payment in full of the Obligations and the expiration of the obligation, if any, of the Secured Party to extend credit accommodations to the Borrower, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Party under the Pledge, to the benefit of, and be enforceable by, the Secured Party and its successors, transferees and assigns

3 Negative Pledge

- 3 1 1 The Pledgor agreed that that it would not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien, upon or with respect to any of the Collateral except as otherwise allowed in the Credit Agreement
- 3 1 2 The Pledgor agreed that it will (i) cause each issuer of the Pledged Shares it controls not to issue any stock or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to the Pledgor, and (ii) pledged immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of the Pledged Shares

4 Definitions

Borrower means Haymarket Finance Limited

Credit Agreement means the credit agreement originally dated 5 February 2004 and amended and restated on 27 April 2006 and amended on 8 March 2007 and 4 June 2008 and entered into between (among others) (1) Haymarket Group Limited (as the Parent), (2) the Borrower and (3) The Royal Bank of Scotland plc acting as agent for the Secured Party (as the Bank)

Lien means any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any

Company number

00267189

Name of company

* insert full name
of company

* Haymarket Media Group Limited (the Pledgor)

assets or properties of the Person (as defined in the Credit Agreement) referred to

Pledged Shares has the meaning in Schedule 1 of the Pledge (as set out in Schedule 1 below)

Schedule 1

PLEDGED STOCK

Stock Issuer Haymarket USA Inc

Percentage Ownership 100%

Class of Stock Common Stock

Certificate Nos 1 and 2

Par Value \$0.01 per share

Number of Shares 100,000

Subsequent to the execution and delivery of the Pledge the Stock Issuer named above issued an additional 99,999 shares of its Common Stock to the Pledgor represented by Certificate No. 2



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 267189
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 1
AUGUST 2008 AND CREATED BY HAYMARKET MEDIA GROUP
LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO NATIONAL WESTMINSTER BANK
PLC (THE SECURED PARTY) 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 15 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2008

*P/O London C
L11*



Companies House
— for the record —



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