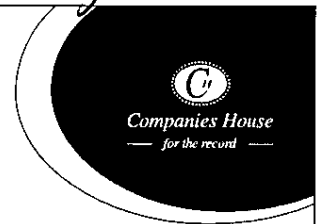


MG01

Particulars of a mortgage or charge



102690/26

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 for**
You cannot use this
particulars of a charge
company To do this
form MG01s

TUESDAY



LD4 *LSQDOHDY* 09/02/2010 22
COMPANIES HOUSE

1 Company details

Company number 0 0 9 0 2 4 3 8

Company name in full Thomson Directories Limited (the "Charging Company")

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 d 2 d 8 m 0 m 1 y 2 y 0 y 1 y 0

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 28 January 2010 between the Charging Company, TDL Infomedia Limited and
The Royal Bank of Scotland plc (acting through its Milan Branch) (the "Senior Security Agent") (the
"Debenture")

4 Amount secured

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

Amount secured All present and future obligations and liabilities now or hereafter due,
owing or incurred to the Secured Parties (or any of them) by the
Charging Company under the SSB Finance Documents in
whatsoever manner in any currency or currencies whether present or
future, actual or contingent, whether incurred solely or jointly with any
person and whether as principal or surety together with all interest
accruing thereon and including all liabilities in connection with any
notes, bills or other instruments accepted by the Secured Party for or
at the request of an Obligor except for any obligation or liability which,
if it were so included, would cause that obligation or liability or any of
the Security Interest in respect thereof, to be unlawful or prohibited by
any applicable law

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

The Royal Bank of Scotland plc (acting through its Milan Branch)

Address

Via Turati 18

Milan, Italy

Postcode

2 0 1 2 1

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

1 SECURITY

1 1 Fixed Charges

The Charging Company, as security for the payment of the Indebtedness, has charged in favour of the Senior Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest

(a) by way of first legal mortgage

(i) all freehold and leasehold property (other than the Excluded Leasehold Properties but including the property located at Thomson House, Farnborough Road, Farnborough, Hampshire with title number HP360228) together with all buildings and fixtures (including trade fixtures) on that property, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(For further particulars of the property mortgaged or charged please see the attached continuation pages)

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Clifford Chance</i> X</p>	
	This form must be signed by a person with an interest in the registration of the 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	<p>(b) by way of first fixed charge</p> <p>(i) all other interests (not charged under paragraph 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>(iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,</p> <p>(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,</p> <p>(v) all monies standing to the credit of its accounts (including any Collection Accounts with any bank, financial institution or other person and all rights related to those accounts,</p> <p>(vi) all its Intellectual property rights,</p> <p>(vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(viii) its goodwill and uncalled capital,</p> <p>(ix) if not effectively assigned by paragraph 1 3 (Security Assignment) below, all its rights and interests in (and claims under) the Assigned Agreements but excluding all rights and interest in (and claims under) the Insurance which provide third party liability cover, public liability cover, directors' and officers insurance cover, group personal accident cover and travel insurance cover</p> <p>1 2 Floating Charge</p> <p>As further security for the payment of the Indebtedness, the Charging Company has charged with full title guarantee in favour of the Senior Security Agent by way of first floating charge all its present and future assets and undertaking not effectively charged by way of first fixed charge under paragraph 1 1 (Fixed Charges) above or assigned under paragraph 1 3 (Security Assignment) below, including heritable property and all other assets in Scotland</p> <p>1 3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Charging Company has assigned absolutely with full title guarantee to the Senior Security Agent all its rights, titles and interests in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Senior Security Agent will at the request and cost of that Charging Company promptly re-assign the Assigned Agreements to that Charging Company (or as it shall direct)</p> <p>(b) Until the occurrence of a Declared Default, but subject to Clause 8 8 (Assigned Agreements) of the Debenture, the Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>2 DEFINED TERMS</p> <p>2 1 In this Form MG01 the following terms have the following meanings</p> <p>"Additional Financial Indebtedness" means any Financial Indebtedness raised or borrowed by any Obligor on or before 18 February 2011 by way of the issue of any bond, note or similar instrument or by way of money borrowed by way of a loan, up to an aggregate principal amount of One Thousand Million Euro (€1,000,000,000) outstanding at any time and which has a final maturity (with no sinking fund payments or amortisation payments prior to such date) falling after 8 June 2014, subject always to Clause 22 15 (Additional Financial Indebtedness) of the Credit Agreement,</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	<p>"AFI Loan Agent" means each agent for the lenders appointed under any AFI Loan Finance Document,</p> <p>"AFI Loan Creditor" means each of</p> <ul style="list-style-type: none"> (a) the original lenders of any AFI Loan Facilities, (b) upon their (and subject to their first) acquiring (by way of subrogation, assignment, transfer, novation or otherwise) any right or interest in any AFI Loan Debt or the rights of any lender in respect thereof under any AFI Loan Finance Documents, any subsequent lender of any of the AFI Loan Facilities, and (c) any successor, transferee, replacement or assignee of any of the above, <p>"AFI Loan Debt" means all money and liabilities now or in the future due, owing or incurred to any AFI Loan Creditor by any Obligor under or in respect of</p> <ul style="list-style-type: none"> (a) the AFI Loan Facilities, and (b) any other AFI Loan Finance Document, <p>in each case in any currency, whether actual or contingent, incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related losses and charges and including any amount borrowed or raised after the RBS Discharge Date that refinances, extends, renews, refunds, repays, prepays, redeems, defeases or retires any such money and liabilities or any part of it,</p> <p>"AFI Loan Facilities" means any loan facilities constituting "Additional Financial Indebtedness",</p> <p>"AFI Loan Facilities Agreement" means any credit or facilities agreement pursuant to which any AFI Loan Facilities are made available to any Obligor,</p> <p>"AFI Loan Fees Letter" means any fees letter relating to the AFI Loan Facilities,</p> <p>"AFI Loan Finance Documents" means the AFI Loan Facilities Agreement, the AFI Loan Security Documents, the Intercreditor Deed, each accession document by which any person accedes to any of the AFI Loan Finance Documents in any capacity, any AFI Loan Fees Letter and any other document designated as an AFI Loan Finance Document by SEAT and that applicable AFI Loan Agent,</p> <p>"AFI Loan Security Documents" means all documents creating or evidencing Security for the benefit of any AFI Loan Creditor in respect of the obligations of any Obligor under any AFI Loan Finance Document,</p> <p>"Borrower" means each Original Borrower and each other Group Company which becomes a borrower under any Finance Document,</p> <p>"Borrower Group" means the Borrower and its Subsidiaries from time to time,</p> <p>"Borrower Group Company" means a member of the Borrower Group,</p> <p>"Completion Date" means 8 June 2005,</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	<p>"Credit Agreement" means the facilities agreement entered into on 25 May 2005 between, inter alios, SEAT as Borrower, PG Sub Silver S A and others as guarantors and the Lender,</p> <p>"Credit Support" means any guarantee, indemnity, deposit arrangement or any type of surety obligation undertaken in favour of the Lender by a person (not being a Group Company) in respect of the obligations of the Borrower under the Facilities,</p> <p>"Credit Support Provider" or "CSP" means a person who has provided or is providing Credit Support to the Lender but excluding a non Italian resident person who does not qualify under Article 6 of Italian Legislative Decree No 239 of 1 April 1996, as amended,</p> <p>"Derivative Instrument" means any forward rate agreement, option, swap, cap, floor, any combination or hybrid of the foregoing and any other financial derivative instrument,</p> <p>"Excluded Leasehold Properties" means any leasehold property with an annual rental value of less than £120,000 or a term of less than two years,</p> <p>"Existing Hedging Arrangements" means the following ISDA master agreements and/or interest swap confirmation letters entered into as of each date specified below between the Borrower and the institutions specified below and all transactions governed thereby</p> <p>(a) on 14 August 2003 with BNP Paribas S A ,</p> <p>(b) on 14 August 2003 and 9 July 2004 with The Royal Bank of Scotland plc , and</p> <p>(c) on 18 December 2008, 9 January 2009, 12 January 2009, 13 January 2009, 19 January 2009, 6 March 2009 and 7 May 2009 with Intesa Sanpaolo S p A ,</p> <p>"Facility" means the Tranche A facility, the Tranche B facility or the Revolving Facility and "Facilities" means all of them,</p> <p>"Finance Documents" means the Senior Finance Documents and the Subordinated Finance Documents,</p> <p>"Finance Parties" means the Senior Creditors and the Subordinated Creditors,</p> <p>"Financial Indebtedness" means (without double counting) any indebtedness in relation to or arising under or in connection with</p> <p>(a) any money borrowed (including any overdraft),</p> <p>(b) any debenture, bond (other than a performance bond issued in the ordinary course of trading by one Group Company in relation to the obligations of another Group Company and otherwise permitted by the Credit Agreement), note or loan stock or other similar instrument (excluding for the purpose of Clause 21 1 (Financial Covenants) of the Credit Agreement any PIK Notes),</p> <p>(c) any banker's acceptance or documentary credit,</p> <p>(d) any receivable sold or discounted (otherwise than on a non-recourse basis),</p> <p>(e) the purchase price of any asset or service to the extent payable by a Group Company after the time of sale or delivery to a Group Company, where the deferred payment is arranged primarily as a method of raising finance and not in the ordinary course of trade,</p> <p>(f) the sale price of any asset or service to the extent paid to a Group Company before the time of sale or delivery by the Group Company liable to effect that sale or delivery, where the advance payment is arranged primarily as a method of raising finance and not in the ordinary course of trade,</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	<p>(g) the capitalised amount of any finance lease or hire purchase agreement which would, in either case, be treated as a finance or capital lease in accordance with GAAP, any credit sale or conditional sale agreement,</p> <p>(h) for the purpose of Clause 23 5 (Cross Default) only, Derivative Instruments (and when calculating the value of the Derivative Instruments, only the marked to market value shall be taken into account),</p> <p>(i) any amount payable by any Group Company in relation to the redemption of any share capital or other securities issued by it or any other Group Company, in each case prior to the Termination Date in relation to Tranche B, other than amounts payable to an Obligor,</p> <p>(j) any amount raised under any other transaction having the commercial effect of borrowing but excluding trade credit, or</p> <p>(k) any guarantee of indebtedness of any person of a type referred to in paragraphs (a) to (j) (inclusive) above,</p> <p>"GAAP" means up until 31 December 2004 generally accepted accounting principles in Italy and, thereafter, International Financial Reporting Standards (IFRS),</p> <p>"Group" means each of the Split Parents, each Subsidiary of each Split Parent, each Split Luxco and each Subsidiary of each Split Luxco, the Borrower and each Subsidiary of the Borrower,</p> <p>"Group Company" means a member of the Group, including, without limitation each member of the Borrower Group,</p> <p>"Guarantors" means each Original Guarantor and each other Group Company which becomes a guarantor under any Finance Document,</p> <p>"Hedging Agreement" means (a) the Existing Hedging Arrangements and (b) any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities and/or any Additional Financial Indebtedness subject always to Clause 22 15 6 (Hedging of Additional Financial Indebtedness) of the Credit Agreement and Clause 22 15 7 (Amendment of Security Documents relating to Additional Financial Indebtedness) of the Credit Agreement,</p> <p>"Hedge Counterparty" means any primary banking or financial institution which is designated as a "Hedge Counterparty" by the Borrower,</p> <p>"High Yield Instruments" means the High Yield Notes, the Parent Guarantee and the documents constituting the Subordinated Security and Subordinated Guarantees (insofar as they relate to the High Yield Notes),</p> <p>"High Yield Notes" means the 8% Senior Notes Due 2014 constituted by an Indenture among the Issuer, SEAT, the High Yield Note Trustee and the Royal Bank of Scotland plc in its capacity as Subordinated Agent as defined therein dated as of 22 April 2004,</p> <p>"High Yield Note Trustee" means The Law Debenture Trust Corporation p l c ,</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	<p>"Indebtedness" means all present and future obligations and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by the Charging Company under the SSB Finance Documents in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any person and whether as principal or surety together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by the Secured Party for or at the request of an Obligor except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the Security Interest in respect thereof, to be unlawful or prohibited by any applicable law,</p> <p>"Indenture" means the indenture dated as of 22 April 2004 among, inter alios, Lighthouse International Company S A as issuer, SEAT Pagine Gialle S p A as guarantor, The Law Debenture Trust Corporation p l c , as trustee and The Royal Bank of Scotland plc, as Subordinated Agent,</p> <p>"Intercreditor Deed" means the intercreditor deed to be entered into in the agreed form on the Completion Date between the Obligors, the Lender, the Hedge Counterparties, the Issuer, the Trustee and others,</p> <p>"Issuer" means Lighthouse International Company S A , a company incorporated under the laws of Luxembourg,</p> <p>"Lender" means The Royal Bank of Scotland plc (Milan branch),</p> <p>"Luxco 3" means Lighthouse International Company S A ,</p> <p>"Obligors" means each Split Parent, each Borrower, each Guarantor and each other Group Company which has any obligation to any Finance Party under any Finance Document,</p> <p>"Original Borrower" means SEAT,</p> <p>"Original Guarantors" means each of Sterling Holdings S A , Al Silver S A , Silcart S A , Siltarc S A , Sterling Sub Holdings S A , Al Sub Silver S A , Subcart S A , SEAT Pagine Gialle S p A , TDL Infomedia Limited and Thomson Directories Limited,</p> <p>"Parent" means Société de Participations Silver S A , a company which was incorporated in Luxembourg with registered number B94136 and which on 15 December 2004 demerged into the Split Parents,</p> <p>"Parent Guarantee" shall bear the meaning set out in Clause 7 2(a)(iii) (Subordinated Guarantees) of the Intercreditor Deed,</p> <p>"PIK Notes" means any notes issued pursuant to a PIK Note Instrument,</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	<p>"PIK Note Instruments" means any instruments providing for the issue of notes which either</p> <ul style="list-style-type: none"> (a) constitute instruments which <ul style="list-style-type: none"> (i) are unsecured (save as agreed by the Lender), (ii) are issued by any Group Company other than a Borrower Group Company, (iii) carry no entitlement to payment of interest in cash until after the Termination Date in relation to Tranche B save to the extent that such cash interest can be serviced without resulting in any breach of the Credit Agreement and save to the extent (if any) that payment of such interest is permitted by the Senior Finance Documents, or (b) constitute debt instruments which <ul style="list-style-type: none"> (i) are issued by any Group Company other than an Obligor or a Borrower Group Company, (ii) (following any sale or disposal of shares in the Borrower permitted by the terms of the Credit Agreement and subject always to Clause 8.6 (Change of control) of the Credit Agreement, are secured on such shares of the Borrower, (iii) carry entitlement to payment of interest in cash in an aggregate amount not exceeding the amount of dividends distributed with respect to the shares referred to in sub-paragraph (b)(ii) above and the proceeds of disposals of such shares, (iv) carry no entitlement of recourse to any Group Company or its assets, and (c) in any event <ul style="list-style-type: none"> (i) are subordinated on terms satisfactory to the Lender, and (ii) do not exceed an aggregate principal amount of €500,000,000 at any time, <p>"Proceeds Loan" means each loan from Luxco 3 to SEAT,</p> <p>"RBS Creditor" means each of</p> <ul style="list-style-type: none"> (a) the Lender as defined in the Credit Agreement, (b) upon their (and subject to their first) acquiring (by way of subrogation, assignment, transfer, novation or otherwise) any right or interest in any RBS Debt or the rights of the Lender in respect thereof under the RBS Finance Documents, any Credit Support Provider in respect of the RBS Facilities, and (c) any successor, transferee, replacement or assignee of any of the above, <p>"RBS Debt" means all money and liabilities now or in the future due, owing or incurred to any RBS Creditor by any Obligor under or in respect of</p> <ul style="list-style-type: none"> (a) the Credit Agreement, and (b) any other RBS Finance Document, <p>in each case in any currency, whether actual or contingent, incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related losses and charges,</p> <p>"RBS Discharge Date" means the date on which all RBS Debt has been fully repaid and/or discharged and all commitments of the RBS Creditors to the Obligors have expired or terminated in accordance with the RBS Finance Documents,</p> <p>"RBS Facilities" means Tranche A, Tranche B and the Revolving Facility (each as made available under the Credit Agreement),</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	<p>"RBS Finance Documents" means the RBS Finance Documents as defined in the Credit Agreement to the extent they relate to the RBS Facilities together with (if not otherwise included) the Hedging Agreements entered into in relation to the Term Facilities but excluding any documents entered into between the Lender and the Credit Support Providers in relation to any Credit Support provided by them,</p> <p>"Refinancing Securities Engagement Letter" means the letter dated 4 August 2003 between the Parent, the Original Guarantors, Barclays Bank PLC, BNP Paribas, Credit Suisse First Boston (Europe) Limited and the Lender,</p> <p>"Revolving Facility" means the revolving credit facility made available under the Credit Agreement as described in Clause 2 1 3 (Facilities),</p> <p>"SEAT" means SEAT Pagine Gialle S p A a company incorporated in Italy and registered in Milan with registered number 03970540963,</p> <p>"Secured Parties" means the SSB Creditors,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing an obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Senior Creditor" means each of the AFI Loan Creditors, the RBS Creditors, the SSB Creditors and the Hedging Lenders,</p> <p>"Senior Finance Documents" means the AFI Loan Finance Documents, the RBS Finance Documents and the SSB Finance Documents,</p> <p>"Senior Secured Bonds" means any bond, note or similar instrument constituting Additional Financial Indebtedness as defined in the Credit Agreement,</p> <p>"Senior Security Agent" means The Royal Bank of Scotland plc (Milan),</p> <p>"Split Luxco" means each of Sterling Sub Holdings S A , Subcart S A and AI Sub Silver S A ,</p> <p>"Split Parent" means each of Sterling Holdings S A , AI Silver S A , Silcart S A and Siltarc S A ,</p> <p>"SSB Creditors" means each of</p> <p>(a) the SSB Trustee (for itself and in its capacity as trustee for the benefit of each of the holders of Senior Secured Bonds) and the Senior Security Agent, and</p> <p>(b) any successor, transferee, replacement or assignee of either of the above,</p> <p>"SSB Finance Documents" means the Senior Secured Bonds, SSB Indenture, SSB Security Documents, the Intercreditor Deed and any other document designated as such by SEAT and any SSB Trustee,</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	<p>"SSB Security Documents" means all documents creating or evidencing Security for the benefit of any SSB Creditor in respect of the obligations of any Obligor under any SSB Finance Document,</p> <p>"SSB Trustee" means Law Debenture Trustees Limited,</p> <p>"Subordinated Agent" means the Royal Bank of Scotland plc,</p> <p>"Subordinated Creditors" means each of</p> <ul style="list-style-type: none"> (a) Luxco 3, (b) the High Yield Note Trustee and the Subordinated Security Agent, and (c) any successor, transferee, replacement or assignee of any of the above, <p>"Subordinated Finance Documents" means the Subordinated Security Documents, the Subordinated Guarantees, the Intercreditor Deed, the High Yield Instruments, the Refinancing Securities Engagement Letter, the Proceeds Loans and any other document designated as such by SEAT and any Subordinated Representative,</p> <p>"Subordinated Funder" means a person (other than a Group Company) who provides financing (whether by way of loan or subscription for bonds or otherwise) directly or indirectly to Luxco 3 to enable it to advance all or part of a Proceeds Loan to SEAT,</p> <p>"Subordinated Guarantees" means the guarantees which the relevant Subordinated Funders are entitled to receive in accordance with the provisions of Clause 7 2 (Subordinated Guarantees) of the Intercreditor Deed,</p> <p>"Subordinated Representative" means the Subordinated Agent,</p> <p>"Subordinated Security" means the Security held by Subordinated Funders in accordance with Clause 7 3 (Subordinated Security) of the Intercreditor Deed,</p> <p>"Subordinated Security Agent" means the person acting as security agent for the Subordinated Creditors,</p> <p>"Subordinated Security Documents" means the documents evidencing the Subordinated Security,</p> <p>"Subsidiary" means in relation to any company or corporation, a company or corporation</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly, by the first mentioned company or corporation, (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able individually to direct its affairs and/or to control the composition of its board of directors or equivalent body,</p> <p>"Term Facilities" means Tranche A and the Tranche B and "Term Facility" means either of them, as the context requires,</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

"Termination Date" means

- (a) in relation to Tranche A, the date falling 7 years from the Completion Date,
- (b) in relation to Tranche B, the date falling 8 years from the Completion Date, and
- (c) in relation to the Revolving Facility, the date falling 7 years from the Completion Date, or, if earlier, the date upon which the Term Facilities have been repaid in full,

"Tranche A" means the term loan facility made available under the Credit Agreement as described in Clause 2.1.1 (The Facilities) of the Credit Agreement,

"Tranche B" means the term loan facility available under the Credit Agreement as described in Clause 2.1.2 (The Facilities) of the Credit Agreement, and

"Trustee" means The Law Debenture Company plc, a company incorporated under the laws of England and Wales

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 Vicky West via CH London Counter

Company name Clifford Chance

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country England

DX DX 149120 CANARY WHARF 3

Telephone +44 207 006 2509



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,
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. 902438
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JANUARY
2010 AND CREATED BY THOMSON DIRECTORIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURED PARTIES (OR ANY OF THEM)
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 9 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 FEBRUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES