

MG01

Particulars of a mortgage or charge



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LASE FORM

108474/13

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

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



LD2 *L1HDN0WO* #44
13/09/2012
COMPANIES HOUSE

1

Company details

Company number 03794451

Company name in full TDL Infomedia Limited (the "Chargor")

7

For official use

→ **Filing 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 06/09/2012

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

A debenture dated 6 September 2012 between the Chargor, Thomson Directories
Limited and The Royal Bank of Scotland plc (acting through its Milan Branch) as
senior security agent for the Secured Parties (the "Senior Security Agent") (the
"Debenture")

4

Amount secured

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

Amount secured

Please see continuation page

Continuation page

Please use a continuation page if
you need to enter more details

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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

Address Via Turati 18

20121 Milan, Italy

Postcode

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 Please see continuation page

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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

None

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 *Clifford Chance LLP* X

This form must be signed by a person with an interest in the registration of the charge

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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 Seema Shukla (47-40503695)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>DEFINITIONS</p> <p>In this form MG01:</p> <p>"Assigned Agreements" means the Hedging Agreements and the Insurances,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Borrower" means Seat Pagine Gialle Italia S p A (formerly Pagine Gialle Phone Service S.r l),</p> <p>"Collection Accounts" means such accounts as the Chargor and the Senior Security Agent shall agree or (following the occurrence of a Declared Default) as the Senior Security Agent shall specify,</p> <p>"Declared Default" means an event of default which has resulted in the Lender exercising certain rights under the Facility Agreement,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Excluded Leasehold Properties" means the properties listed in the Debenture as "Excluded Leasehold Properties" and leasehold properties acquired after the date of the Debenture with an annual rental value of less than £120,000 or a term of less than two years,</p> <p>"Excluded Subsidiaries" means Thomson Directories Pension Company Limited (company number 1289109);</p> <p>"Existing Security" means any security interest created pursuant to the debenture granted on 28 January 2010 between TDL Infomedia Limited, the Chargor and The Royal Bank of Scotland plc (acting through its Milan branch),</p> <p>"Facility Agreement" means the facility agreement dated 31 August 2012 made between, <i>inter alios</i>, the Borrower as borrower and the Lender as lender;</p> <p>"Funders" means those persons who are the beneficial owners in respect of payments made through the Lender under the terms of the Senior Finance Documents, who have entered into the Funding Agreement as funders to the Lender and whose details are set out in the relevant schedule of the Funding Agreement,</p> <p>"Funding Agreement" means the funding agreement dated 6 September 2012 entered into between, <i>inter alios</i>, the Lender and the Funders,</p> <p>"Hedging Agreements" means 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 facility and/or any additional financial indebtedness</p>

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>permitted under the Facility Agreement (including, for the avoidance of doubt, those set out as "Existing Hedging Arrangements" in the Facility Agreement);</p> <p>"Hedge Counterparty" means any primary banking or financial institution which is designated as a "Hedge Counterparty" by the Borrower,</p> <p>"Insurance" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, but excluding any third party liability insurance, public liability insurance, any directors and officers insurance, any group personal accident insurance and travel insurance,</p> <p>"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;</p> <p>"Intercreditor Deed" means the intercreditor deed dated 20 August 2012 between the Lender and, <i>inter alios</i>, the Borrower and Senior Security Agent;</p> <p>"Investments" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares) but excluding the shares in the Excluded Subsidiary;</p> <p>"Lender" means The Royal Bank of Scotland plc (acting through its Milan Branch);</p> <p>"Obligors" means the Borrower, Seat Pagine Gialle S.p.A., the Chargor, TDL Infomedia Limited and any additional guarantor acceding to the Facility Agreement pursuant to the terms thereof,</p> <p>"Secured Parties" means (a) the Lender (including for the avoidance of doubt, as a result of the exercise by the Lender of any put option under the Facility Agreement), (b) following the occurrence of certain circumstances specified in the Intercreditor Deed, the Funders, and (c) any successor, assigns, replacements or transferees of such parties,</p> <p>"Security" means any 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>"Senior Finance Documents" means the Facility Agreement, the Funding Agreement, the Intercreditor Deed as well as certain hedging and security agreements as specified in the Facility Agreement;</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006, and</p> <p>"Subsidiary Shares" means all shares held from time to time by, to the</p>

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Amount secured

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

Amount secured

order/or on behalf of the Chargor in its Subsidiaries (other than the Excluded Subsidiaries) including, without limitation, those specified below

Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Thomson Directories Limited	1,000,000 ordinary shares of £1 00 each	N/A
Thomson Directories Limited	340,000 convertible redeemable preference shares of £1 00 each	N/A

INTERPRETATION

In this form MG01

A reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors and permitted assignees or transferees.

A reference to (or to any specified provision of) any agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended from time to time, but excluding for this purpose any amendment which is contrary to any provision of any Senior Finance Document.

A reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time.

The singular includes the plural and vice versa

Amount Secured

All present and future obligations and liabilities due, owing or incurred to the Secured Parties (or any of them) by the Obligors under or pursuant to the Senior Finance Documents in whatsoever manner in any currency or currencies, including any liability in respect of any further advances made under the Senior Finance Documents, whether present or future, actual or contingent, whether incurred by the Obligors 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 any 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 (the "Indebtedness")

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Fixed and Floating Security

Subject to the Existing Security, pursuant to the Debenture and as security for the payment of the Indebtedness, the Chargor

1 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.

1 all freehold and leasehold property (other than the Excluded Leasehold Properties) together with all buildings and fixtures (including trade fixtures) on that property, and

11 all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

b by way of first fixed charge.

1 all other interests (not charged by way of first legal mortgage) 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;

11 all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

111. all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;

1v all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

v. all moneys 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;

vi. all its Intellectual Property Rights,

vii. the benefit of all consents and agreements held by it in connection with the use of any of its assets,

viii. its goodwill and uncalled capital;

ix. if not effectively assigned pursuant to the terms of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements but excluding all rights and interest in (and claims under) the Insurance

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

which provide third party liability cover, public liability cover, directors' and officers insurance cover, group personal accident cover and travel insurance cover,

- 2 assigned, absolutely with full title guarantee to the Senior Security Agent, all its rights, titles and interests in the Assigned Agreements; and
3. 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 or assignment pursuant to the terms of the Debenture, including heritable property and all other assets in Scotland

Provisions as to floating charge

- 1 The Debenture provides that the floating charge created pursuant to the Debenture above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Senior Finance Documents in favour of the Senior Security Agent as security for the Indebtedness.
- 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

Further Assurance

The Debenture contains covenants for further assurance

Negative Pledge

The Debenture contains a negative pledge



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3794451
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6
SEPTEMBER 2012 AND CREATED BY TDL INFOMEDIA LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE OBLIGORS 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 13 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES