

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge if
company registered in Scot
do this, please use form M0

WEDNESDAY



LD9

LTHBBMYD

12/09/2012

#119

COMPANIES HOUSE

1 Company details

Company number 0 3 7 9 4 4 5 1
Company name in full TDL Infomedia Limited (the "Company")

5 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d0 d8 m0 m6 y2 y0 y0 y5
Description ① The Debenture (the "Debenture") dated 8 June 2005 granted by the
Company in favour of RBS plc (as Senior Security Agent)
Date of registration ② d1 d0 m0 m6 y2 y0 y0 y5

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name The Royal Bank of Scotland plc (Milan Branch) (as Senior Security Agent)
Address Via Turati 18, 20121, Milan, Italy
Postcode
Name
Address
Postcode
Name
Address
Postcode

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

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4 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 attached continuation pages

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

☒ In full

☐ In part

❶ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X *Linkin LCP*

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. The contact information you give will be visible to searchers of the public record.

Contact name **Mark Daniel**

Company name
Linklaters LLP

Address **One Silk Street**

Post town **London**

County/Region **London**

Postcode

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Country **UK**

DX **10 London/City**

Telephone **02074562000**



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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

In box 4 labelled "short particulars" insert

In the Debenture, the Company 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 including the property specified in Schedule 2 (*Details of Properties Registered Land*) to the Debenture together with all buildings and fixtures (including trade fixtures) on that property (other than the Excluded Leasehold Properties specified in Schedule 3 (*Excluded Leasehold Properties*) to the Debenture,
 - (ii) all the Subsidiary shares specified in Schedule 4 (*Subsidiary Shares*) to the Debenture and investment and all corresponding Distribution Rights,
- (b) by way of first fixed charge
 - (i) all other interests (not charged under paragraph (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,
 - (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,
 - (iv) all debt and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
 - (v) all monies standing to the credit of its accounts (including any Collection Accounts (set out in Schedule 3 (*Collection Accounts*)) to the Debenture with any bank, financial institution or other person and all rights related to those accounts,
 - (vi) all its intellectual property,
 - (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 by paragraph (c) of the debenture, all its rights and interests in (and claims under) the Insurances which provide third party liability cover, directors' and officers insurance cover, group personal accident cover and travel insurance cover
- (c) by way of first floating charge all its present and future assets and undertakings not effectively charged by way of first fixed charge under paragraphs (a) and (b) above

In the Debenture, the Company also assigned absolutely with full title guarantee to the Senior Security Agent all its rights, titles and interests in the Assigned Agreements

Continuation page (2)

TDL Infomedia Limited (03794451)

Note 1 Definitions

"Assigned Agreements" means the Hedging Agreements and the Insurances,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Borrower" means SEAT Pagine Gialle S p A,

"Charging Company" means each of Thomson Directories Limited and TDL Infomedia Limited,

"Collection Accounts" means the accounts of the Charging Companies set out in Schedule 5 (*Details of Collection Accounts*) and/or such other accounts as the relevant Charging Company and the Senior Security Agent shall agree or (following the occurrence of a Declared Default) as the Senior Security Agent shall specify,

"Credit Agreement" means the senior term and revolving facilities agreement entered into on 25 May 2005 between (1) SEAT Pagine Gialle S p A as borrower (2) the Guarantors (as defined therein) and (3) the Royal Bank of Scotland plc as lender (the "Lender"), under which the Lender has agreed to make available to SEAT Pagine Gialle S p A credit facilities of up to €2,620,100,000,

"Debenture" means the fixed and floating charge granted on 8 June 2005 over the assets of each of TDL Infomedia Limited and Thomson Directories Limited,

"Declared Default" means an Event of Default which has resulted in the Lender exercising any of its rights under clause 23.19 (*Acceleration*) of the Credit Agreement,

"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),

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Credit Agreement,

"Excluded Leasehold Properties" means the properties listed in Schedule 8 (*Excluded Leasehold Properties*) to the Debenture 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,

"Excluded Subsidiaries" means TDL Infomedia Finance Limited (company number 03794456), TDL Infomedia Holdings plc (company number 03794458) TDL Infomedia Group plc (company number 3794884), TDL Group Limited (company number 3348854) and Thomson Directories Pension Company Limited (company number 1289109),

"Existing Hedging Arrangements" means the following ISDA master agreements entered into as of each date specified below between the Borrower and the institutions specified below and all transactions governed thereby

- (a) on 14 August 2003 with BNP Paribas S A ,
- (b) on 14 August 2003 and 9 July 2004 with The Royal Bank of Scotland plc,
- (c) on 9 July 2004 with Lehman Brothers Special Financing Inc, and
- (d) on 9 July 2004 with Citibank N A

"Hedge Counterparty" means any primary banking or financial institution which is designated as a "Hedge Counterparty" by the Borrower,

"Hedging Agreement" means the Existing Hedging Arrangements and any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purposes of hedging interest rate liabilities in relation to the Term Facilities,

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company 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,

"Investment" 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 a Charging Company 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 Subsidiaries,

"Lender" means The Royal Bank of Scotland plc, Milan Branch,

"Secured Parties" means each of (a) the Lender, (b) upon their (and subject to their first) acquiring (by way of subrogation, assignment, transfer, novation or otherwise) any right or interest in any Senior Debt or the rights of the Lender in respect thereof under the Senior Finance Documents, any credit support provider in respect of the Senior Facilities, any Hedging Lender and any successor, transferee, replacement or assignee of any of the aforementioned parties,

"Senior Security Agent" means The Royal Bank of Scotland plc (Milan Branch),

"Subsidiary" means in relation to any company or corporation, a company or corporation

- (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,

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,

"Subsidiary Shares" means all shares held from time to time by, to the order/or on behalf of a Charging Company in its Subsidiaries (other than the Excluded Subsidiaries) including, without limitation, those specified in Schedule 4 (*Subsidiary Shares*) to the Debenture,

"Term Facilities" means Tranche A and the Tranche B facilities (each as defined in the Credit Agreement) and **"Term Facility"** means either of them, as the context requires