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CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

CC400107

## Particulars of a mortgage or charge

A fee of £10 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

11114

04205228

Name of company

\* Yell Limited (the "Company")

Date of creation of the charge

18 May 2004

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

A supplemental debenture dated 18 May 2004 between the Company and HSBC  
Bank Plc (the "Security Trustee") (the "Supplemental Debenture").

Amount secured by the mortgage or charge

Please see Schedule 1.

(for definitions, please see Schedule 3)

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

HSBC Bank Plc, 8 Canada Square, London as trustee for the Secured  
Parties (as defined in Schedule 3 to this Form 395)

Postcode E14 5HQ

Presentor's name address and  
reference (if any):

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0431  
19/05/04

Time critical reference

MRZM/A2052/07765/JJPM

Short particulars of all the property mortgaged or charged

Please see Schedule 2.

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance LLP

Date

19/5/04.

On behalf of ~~XXXXXX~~ [mortgagee/chargee]<sup>†</sup>

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

<sup>†</sup> 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF14 3UZ

*Schedules to Form 395 relating to the Supplemental Debenture  
entered into by Yell Limited dated 18 May 2004*

**SCHEDULE 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Supplemental Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities (the "**Secured Obligations**").

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**SCHEDULE 2**  
**SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

1. **Fixed Charge**

The Company charged with full title guarantee to the Security Trustee (as Security Trustee and trustee for the Secured Parties), with the payment and discharge of the Secured Obligations, by way of first fixed charge the Charged Property.

2. **Assignment by way of Security**

To the extent not validly and effectively charged by way of first legal charge pursuant to Clause 2.1 (*Fixed Charge*) of the Supplemental Debenture, the Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, the benefit of all the Company's right, title and interest from time to time to, in and under all present and future proceeds of any Insurance Policy and all Related Rights in respect of the Charged Property.

### SCHEDULE 3

#### DEFINITIONS

"**Accession Letter**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement or such other form as may be agreed between the Facility Agent and the Obligors' Agent.

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors and Release of Security*) of the Facility Agreement.

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors and Release of Security*) of the Facility Agreement.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" means any ancillary facility listed in Clause 7.1 (*Type of Facility*) of the Facility Agreement made available to a Borrower by an Ancillary Lender in accordance with the terms of an Ancillary Document.

"**Ancillary Lender**" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which executes an Accession Letter to accede to the Facility Agreement.

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors and Release of Security*) of the Facility Agreement.

"**Charged Property**" means the leasehold property comprising the Fourteenth, Fifteenth, Sixteenth and Seventeenth floors, Quayside Tower, Broad Street, Birmingham B1 2HF, together with 50 on site car parking spaces.

"**Facility Agent**" means HSBC Bank Plc.

"**Facility Agreement**" means a facility agreement dated 8 July 2003 and made between Yell Group plc as Parent, each of the subsidiaries of the Parent listed in the agreement as Original Borrowers, each of the companies listed in the agreement as Original Guarantors, ABN Amro Bank N.V. and HSBC Bank plc as Arranger, HSBC Bank plc as Facility Agent, HSBC Bank plc as Security Trustee, and the financial institutions defined in the agreement as Original Lenders, as amended and restated on 12 August 2003 and 26 August 2003, and as amended on 27 August 2003.

**"Fee Letter"** means any letter or letters made between the Arranger and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement.

**"Finance Documents"** means the Facility Agreement, any Fee Letter, the Subordination Agreement, any Accession Letter, any Resignation Letter, any Security Document, any Ancillary Document, any Hedging Agreement and any other document designated as a **"Finance Document"** by the Facility Agent and the Obligors' Agent.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors and Release of Security*) of the Facility Agreement.

**"Hedge Counterparty"** means a Lender or an Affiliate of a Lender acting as a provider of interest rate or foreign exchange hedging in relation to the Term Facility and which executes an Accession Letter to accede to the Facility Agreement.

**"Hedging Agreement"** means any agreement in agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities in relation to the Term Facility.

**"Holding Company"** means in relation to a person, a holding company of such person within the meaning of section 736 of the Companies Act 1985, any parent undertaking of such person within the meaning of section 258 of the Companies Act 1985 and any Affiliate of such person which controls directly or indirectly, such person.

**"Insurance Policy"** means any policy of insurance in which the Company may from time to time have an interest.

**"Issuer"** means Yell Finance B.V., a company incorporated under the laws of the Netherlands and which is a direct wholly-owned subsidiary of the Parent.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**"Obligor"** means a Borrower or a Guarantor.

**"Obligors' Agent"** shall have the meaning set out in Clause 38.4 (*Obligors*) of the Facility Agreement.

**"Original Borrowers"** means those listed in Part I of Schedule 1 (*The Original Obligors*) of the Facility Agreement as original borrowers.

**"Original Debenture"** means the debenture dated 29 August 2003 between, among others, the Company and the Security Trustee.

**"Original Guarantors"** means those listed in Part I of Schedule 1 (*The Original Obligors*) of the Facility Agreement as original guarantors.

**"Original Lender"** means listed in Part II of Schedule 1 (*The Original Lenders*) of the Facility Agreement as the original lenders.

**"Parent"** means Yell Group Plc a company incorporated in England and Wales with registered number 4180320.

**"Party"** means a party to the Facility Agreement.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facility Agreement.

**"Secured Parties"** means the Security Trustee, the Facility Agent, each Lender and each Ancillary Lender from time to time party to the Facility Agreement and each Hedge Counterparty from time to time party to the Facility Agreement.

**"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.

**"Security Documents"** means each of the following documents:

- (a) the charges, pledges and assignments and other security documents in form and substance acceptable to the Security Trustee and the Facility Agent and identified in Part III and IV of Schedule 2 of the Facility Agreement and to be delivered to the Facility Agent pursuant to the terms of Clause 23.33 (*Conditions Subsequent*) of the Facility Agreement; and
- (c) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Subordinated Guarantor"** means Yellow Pages Limited (formerly known as Seamleigh Limited), a limited liability company incorporated in England and Wales with registered number 4175821 and a direct wholly-owned Subsidiary of the Issuer.

**"Subordination Agreement"** means the subordination agreement in the agreed form to be made between the Subordinated Guarantor, YH2 and the Security Trustee.

**"Subsidiary"** means:

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (e) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989.

**"Term Facility"** means the term loan facility made available under the Facility Agreement.

**"YH2"** means Yell Holdings 2 Limited, a limited liability company incorporated in England and Wales with registered number 4180359 and an indirect wholly owned Subsidiary of the Parent.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04205228

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 18th MAY 2004 AND CREATED BY YELL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC AS TRUSTEE FOR THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES 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 19th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MAY 2004.

*P Angela.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES