

MG01

Particulars of a mortgage or charge

041328/377



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**  
You cannot use t  
particulars of a c  
company To do 1  
form MG01s.

Please return  
via  
CH London Counter

THURSDAY



LD2 05/08/2010 91  
COMPANIES HOUSE

please  
gov.uk

<b>1</b>	<b>Company details</b>	<b>7</b>	official use
Company number	0 0 2 6 7 1 8 9	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
Company name in full	Haymarket Media Group Limited (the <b>Pledgor</b> )		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d 2 0 m 0 7 y 2 0 y 1 0		
<b>3</b>	<b>Description</b>		
	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 share pledge agreement (the <b>Pledge Agreement</b> ) between the Pledgor and the Security Trustee		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	Each and all of (a) all indebtedness, liabilities and obligations of the Obligors (or any of them) to the Finance Parties (or any of them) of every kind, nature or description under or pursuant to the Finance Documents, including each of the Obligor's obligations on any note or any note or notes issued in substitution or replacement thereof, and (b) all liabilities of the Pledgor under this Pledge Agreement, and in all of the foregoing cases whether due or to become due, and whether existing on the date of the Pledge Agreement or thereafter arising or incurred (the <b>Obligations</b> )  Note Capitalised terms not defined on this page are defined in MG01 continuation sheets attached	<b>Continuation page</b> Please use a continuation page if you need to enter more details	

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**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

Name The Royal Bank of Scotland plc as security trustee for the benefit of the Finance Parties (the **Security Trustee**)

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

Name

Address

Postcode

**Continuation page**

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

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

See the MG01 Continuation Sheet attached

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7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <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	Nil	
8	<b>Delivery of instrument</b>	
	<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	<b>Signature</b>	
	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Denton Wills Leppa LLP</i></p>	
Signature	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## 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 Ben Thompson BRT/CGA70001 00399 - 8848155

Company name Denton Wilde Sapte LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone 020 7246 7299



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## 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>1 Grant of Pledge</b></p> <p><b>1 1</b> As security for the payment and performance of all of the Obligations, the Pledgor pledged to the Security Trustee and granted to the Security Trustee for the benefit of the Security Trustee and the Finance Parties a security interest (the <b>Security Interest</b>) in the following, including any securities account containing a securities entitlement with respect to the following (the <b>Collateral</b>)</p> <ul style="list-style-type: none"> <li>(a) The Pledged Shares and the documents and certificates (if any) representing the Pledged Shares, and all dividends, cash, instruments, units, shares 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, <u>provided</u> that Permitted Intra-Group Payments, as permitted by the Facilities Agreement, shall not be deemed Collateral for purposes of the Pledge Agreement</li> <li>(b) All additional shares, units, warrants, call rights, or interests of any issuer of the Pledged Shares held on the date of the Pledge Agreement or from time to time acquired by the Pledgor in any manner, 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, excluding Permitted Intra-Group Payments</li> <li>(c) All rights to receive income, gain, profit, and other distributions allocated or distributed to the Pledgor in respect of or in exchange for all or any portion of its Pledged Shares, whether in cash, in kind, or in any other form, excluding Permitted Intra-Group Payments</li> <li>(d) All of the Pledgor's rights under the organizational documents of any issuer of the Pledged Shares, including, but not limited to, its voting rights in or rights to control or direct the affairs of any issuer of the Pledged Shares</li> <li>(e) All of the Pledgor's other rights, title and interest in or to any issuer of the Pledged Shares derived from or relating to the Pledged Shares (including capital accounts, any indebtedness or other accounts owed by such issuer to the Pledgor, any claims of the Pledgor against such issuer and, subject to the provisions hereof, any voting rights)</li> <li>(f) All of the Pledgor's right, title and interest in and to any securities, notes, certificates and other instruments representing or evidencing any of the foregoing rights and interests in the Collateral or the ownership thereof and any interest of the Pledgor reflected in the books of any intermediary pertaining to such rights and interests and all non-cash distributions, cash, options, warrants, reclassifications, rights, instruments or other investment property and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such rights and interests in the Collateral</li> <li>(g) All proceeds of any and all of the foregoing, whether cash or non-cash (including proceeds that constitute property of types described above)</li> </ul>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>2 Transfers and Other Liens; Additional Shares</b></p> <p>2 1 The Pledgor agreed that the Pledgor will not</p> <ul style="list-style-type: none"> <li>(i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral if such sale, assignment, disposal, or grant would result in an Event of Default under the Facilities Agreement, or</li> <li>(ii) create or permit to exist any Liens, upon or with respect to any of the Collateral, except for Permitted Security under the Facilities Agreement</li> </ul> <p>2 2 The Pledgor agreed that the Pledgor will</p> <ul style="list-style-type: none"> <li>(i) cause each issuer of the Collateral, which issuer is controlled by the Pledgor, not to issue any securities in addition to or in substitution for the Collateral issued by such issuer, except to the Pledgor, and</li> <li>(ii) pledge under the Pledge Agreement, immediately upon the Pledgor's acquisition (directly or indirectly) thereof, any and all additional interests of each issuer of the Collateral</li> </ul> <p><b>3 Definitions</b></p> <p><b>Accession Deed</b> means a document substantially in the form set out in Schedule 6 (<i>Form of Accession Deed</i>) of the Facilities Agreement</p> <p><b>Act</b> means the Companies Act 2006</p> <p><b>Additional Borrower</b> means a company which becomes an Additional Borrower in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Facilities Agreement</p> <p><b>Agent</b> means The Royal Bank of Scotland plc in its capacity as agent of the other Finance Parties</p> <p><b>Ancillary Document</b> means each document relating to or evidencing the terms of an Ancillary Facility</p> <p><b>Ancillary Facility</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Ancillary Lender</b> means The Royal Bank of Scotland plc (as agent for National Westminster Bank Plc) as ancillary lender</p> <p><b>Arranger</b> means The Royal Bank of Scotland plc in its capacity as mandated lead arranger</p> <p><b>Borrower</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (<i>Changes to the Obligors</i>) of the Facilities Agreement</p> <p><b>Company</b> means Haymarket USA Inc (incorporated in Delaware)</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Compliance Certificate</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Event of Default</b> means any event or circumstance specified as such in Clause 26 (<i>Events of Default</i>) of the Facilities Agreement</p> <p><b>Facilities Agreement</b> means the facility agreement dated 20 July 2010 between, among others, Haymarket Group Limited, the Agent, the Arranger and the Security Trustee</p> <p><b>Fee Letter</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Finance Document</b> means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Transfer Certificate, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Sovereign Guarantee, any Utilisation Request, the Syndication Side Letter and any other document designated as a Finance Document by the Agent</p> <p><b>Finance Parties</b> means the Agent, the Arranger, the Security Trustee, the Lenders, the Hedge Counterparties and the Ancillary Lender</p> <p><b>Hedging Agreement</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Hedge Counterparty</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated on or about the date of this Agreement and made between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), The Royal Bank of Scotland plc as Security Trustee, the Lenders (as Senior Lenders) and the Hedge Counterparties</p> <p><b>Lenders</b> means</p> <ul style="list-style-type: none"> <li>(a) any Original Lender, and</li> <li>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (<i>Increase</i>) of the Facilities Agreement or Clause 27 (<i>Changes to the Lenders</i>) of the Facilities Agreement</li> </ul> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p> <p><b>Lien</b> 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 assets or properties of the Person referred to</p> <p><b>Mandated Lead Arranger</b> means The Royal Bank of Scotland plc in its capacity as mandated lead arranger</p> <p><b>Obligor</b> means the Pledgor, any Borrower and any person who is a guarantor of the obligations of any Borrower under the Finance Documents</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Original Borrowers</b> means the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (<i>The Original Parties</i>) of the Facilities Agreement as original borrowers</p> <p><b>Original Lenders</b> means the financial institutions listed in Part 2 and Part 3 of Schedule 1 (<i>The Original Parties</i>) of the Facilities Agreement as lenders</p> <p><b>Original Hedge Counterparties</b> means the persons listed in Part 4 of Schedule 1 (<i>The Original Parties</i>) of the Facilities Agreement as hedge counterparties</p> <p><b>Parent</b> means Haymarket Group Limited registered in England and Wales with company number 2809261</p> <p><b>Party</b> means a party to the Facilities Agreement</p> <p><b>Permitted Disposal</b> shall have the meaning given to that term in the Facilities Agreement</p> <p><b>Permitted Intra-Group Payment</b> shall have the meaning given to that term in the Facilities Agreement</p> <p><b>Permitted Security</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Person</b> means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity</p> <p><b>Pledged Shares</b> means the shares in the Company owned by the Pledgor listed at Schedule 1 to this MG01 Continuation Sheet</p> <p><b>Resignation Letter</b> means a letter substantially in the form set out in Schedule 7 (<i>Form of Resignation Letter</i>) of the Facilities Agreement</p> <p><b>Security</b> means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p> <p><b>Selection Notice</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Sovereign Guarantee</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Syndication Side Letter</b> shall have the meaning given to that term in the Facilities Agreement</p> <p><b>Transfer Certificate</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>Transaction Security</b> means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents</p>	



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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Transaction Security Documents** shall have the meaning given to that term in the Facility Agreement

**Utilisation Request** has the meaning given to that term in the Facilities Agreement

### Schedule 1 – Pledged Stock

The Pledgor:	Pledged Stock:
Haymarket Media Group Limited	Issuer Haymarket USA Inc Class Common Certificate No 1 and 2 Number of Shares 1 and 99,999 Percentage Ownership 100%



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 267189  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 20 JULY 2010 AND CREATED BY HAYMARKET MEDIA  
GROUP LTD. FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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 5 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES