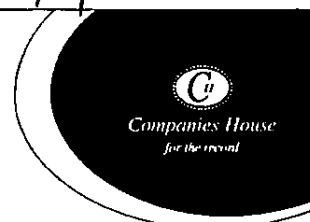


MG01

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 is for**  
You cannot use  
particulars of a  
company To do  
form MG01s.

THURSDAY



, please  
t  
gov uk

Please return  
via  
CH London Counter

LD2 05/08/2010 103  
COMPANIES HOUSE

or official use

**Company details**

Company number 2 8 0 9 2 6 1

Company name in full Haymarket Group Limited (the **Chargor**)

**3 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 d 2 0 m 0 7 y 2 0 y 1 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 A composite debenture (the **Debenture**) between, among others, the Chargor and the Security  
Trustee

**4 Amount secured**

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

Amount secured The liabilities of the Obligor to the Finance Parties under or  
pursuant to the Finance Documents (the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in the  
MG01 Continuation Sheets attached

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland plc in its capacity as trustee for the Finance Parties (the <b>Security Trustee</b> )	
Address	9th Floor, 280 Bishopsgate	
	London	
Postcode	E C 2 M 4 R B	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	See MG01 Continuation Sheets attached	

MG01

Particulars of a mortgage or charge

<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <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>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <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>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Denton W. de la Torre LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# 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 Ben Thompson BRT/CGA/70001 00399 - 8853216

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)

# MG01 - continuation page

## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="margin-top: 10px;"> <b>1 Creation of Security</b> </div> <div style="margin-top: 10px;"> <b>1 1 Land</b>           The Chargor charged         <ul style="list-style-type: none"> <li>(a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (<i>Land charged by way of legal mortgage</i>) to the Debenture, as reproduced in Schedule 1 (<i>Land charged by way of legal mortgage</i>) of this MG01, and</li> <li>(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land</li> </ul> </div> <div style="margin-top: 10px;"> <b>1 2 Shares</b>           The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge         <ul style="list-style-type: none"> <li>(a) all Shares, and</li> <li>(b) all related Distribution Rights</li> </ul> </div> <div style="margin-top: 10px;"> <b>1.3 Investments</b>           The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge         <ul style="list-style-type: none"> <li>(a) all Investments, and</li> <li>(b) all related Distribution Rights,</li> </ul>         including those held for it by any nominee       </div> <div style="margin-top: 10px;"> <b>1 4 Equipment</b>           The Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under Clause 3 1 (<i>Land</i>) of the Debenture as reproduced in Clause 1 1 (<i>Land</i>) of this form MG01       </div> <div style="margin-top: 10px;"> <b>1 5 Controlled Debts</b>           The Chargor charged by way of fixed charge         <ul style="list-style-type: none"> <li>(a) its Controlled Debts, and</li> <li>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Controlled Debts</li> </ul> </div>	

# 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>1 6      Controlled Accounts held with Security Trustee</b></p> <p>1 6 1    The Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account held with the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account</p> <p>1 6 2    Subject to Clause 3 6 3 (<i>Controlled Accounts held with Security Trustee</i>) of the Debenture, as reproduced in Clause 1 6 3 (<i>Controlled Accounts held with Security Trustee</i>) of this form MG01, and regardless of the terms on which moneys are credited to any Controlled Account during the Security Period</p> <p style="padding-left: 40px;">(a)      no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Chargor, and</p> <p style="padding-left: 40px;">(b)      the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may from time to time permit</p> <p>1 6 3    Clause 3 6 2 (<i>Controlled Accounts held with Security Trustee</i>) of the Debenture, as reproduced in Clause 1 6 2 (<i>Controlled Accounts held with Security Trustee</i>) of this form MG01, shall not apply to the extent it would prejudice any Finance Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account held with the Security Trustee, including any right of a Finance Party under the Finance Documents to make a withdrawal from such a Controlled Account</p> <p><b>1 7      Intellectual Property Rights</b></p> <p>The Chargor charged by way of fixed charge (but for the avoidance of doubt did not assign) all Intellectual Property Rights, including, where a Chargor is a Trade Mark Chargor</p> <p style="padding-left: 40px;">(a)      the Trade Mark Property which belongs to it on the date of the Debenture or at any time during the Security Period, and</p> <p style="padding-left: 40px;">(b)      all fees, royalties and other rights of every kind deriving from the Trade Mark Property</p> <p><b>1.8      Goodwill</b></p> <p>The Chargor charged by way of fixed charge its goodwill</p> <p><b>1 9      Uncalled capital</b></p> <p>The Chargor charged by way of fixed charge its uncalled capital</p> <p><b>1 10     Authorisations</b></p> <p>The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset</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><b>1 11 Derivative Contracts</b></p> <p>The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract</p> <p><b>1.12 Intra-Group Loans</b></p> <p>1 12 1 The Chargor assigned absolutely all its rights and interests under the Intra-Group Loans it has made</p> <p>1 12 2 Until an Event of Default occurs, but subject to Clause 7 5 of the Debenture (<i>Intra-Group Loans, Derivative Contracts and Insurances</i>), the relevant Chargor may continue to deal with the borrowers of such Intra-Group Loans</p> <p><b>1 13 Insurances</b></p> <p>1 13 1 The Chargor assigned absolutely all its rights and interests in the Insurances</p> <p>1 13 2 Until an Event of Default occurs, but subject to Clause 7 5 of the Debenture (<i>Intra-Group Loans, Derivative Contracts and Insurances</i>), the Chargor may continue to deal with the counterparties to the Insurances</p> <p><b>1 14 Contractual rights</b></p> <p>The Chargor charged by way of fixed charge all its rights under all deeds and agreements to which it is a party other than the Derivative Contracts</p> <p><b>1 15 Other assets</b></p> <p>1 15 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture</p> <p>1 15 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture</p> <p><b>1 16 Trust</b></p> <p>1 16 1 Subject to Clause 3 16 2 (<i>Trust</i>) of the Debenture, as reproduced in Clause 1 6 2 (<i>Trust</i>) of this form MG01, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee</p> <p>1 16 2 If the reason referred to in Clause 3 16 1 (<i>Trust</i>) of the Debenture, as reproduced in Clause 1 16 1 (<i>Trust</i>) of this form MG01, is that</p> <p>(a) a consent or waiver must be obtained, or</p> <p>(b) a condition must be satisfied,</p> <p>then</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) subject to Clause 3 16 3 (<i>Trust</i>) of the Debenture, as reproduced in Clause 1 16 3 (<i>Trust</i>) of this form MG01, the Chargor shall apply for the consent or waiver, and</p> <p>(ii) the Chargor shall use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition</p> <p>1 16 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall</p> <p>(a) use all reasonable endeavours to obtain it as soon as possible, and</p> <p>(b) keep the Security Trustee informed of the progress of the negotiations to obtain it</p> <p>1 16 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 (<i>Creation of Security</i>) of the Debenture, as reproduced in Clause 1 (<i>Creation of Security</i>) of this form MG01, and, in relation to such Security Asset, the trust referred to in Clause 3 16 1 (<i>Trust</i>) of the Debenture, as reproduced in Clause 1 16 1 (<i>Trust</i>) of this form MG01, shall terminate</p> <p><b>2 Nature of Security created</b></p> <p><b>2 1 The Security created under this Debenture is created</b></p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>(c) in favour of the Security Trustee as trustee for the Finance Parties, and</p> <p>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them)</p> <p><b>2.2 Security over Derivative Contracts</b></p> <p>The Security created under this Debenture over any Derivative Contract shall apply net of any set-off or combination of amounts owed under, and in accordance with the terms of, that Derivative Contract</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><b>3 Covenant to pay</b></p> <p>The Chargors covenanted with the Security Trustee and the other Finance Parties that they will on demand pay and discharge the Secured Liabilities when due</p> <p><b>4 Negative Pledge</b></p> <p>The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p><b>5 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 Facility Agreement</p> <p><b>Act</b> means the Companies Act 2006</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 Facilities</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Ancillary Lender</b> means The Royal Bank of Scotland plc in its capacity as agent for National Westminster Bank Plc</p> <p><b>Arranger</b> means The Royal Bank of Scotland as mandated lead arranger</p> <p><b>Authorisation</b> means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p><b>Charged Property</b> means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p><b>Compliance Certificate</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Controlled Accounts</b> means each Mandatory Prepayment Account</p> <p><b>Controlled Debt</b> means any debt or moneys due or owing to the Chargor, the proceeds of which, once received by the Chargor, are or will be Controlled Proceeds</p> <p><b>Controlled Proceeds</b> means any proceeds or other moneys received by the Chargor from time to time which, under the terms of the Finance Documents, the Chargor must either</p> <p>(a) apply in repayment or prepayment of the Secured Liabilities, or</p> <p>(b) pay into a Controlled Account</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><b>Default</b> means an Event of Default or any event or circumstance specified in Clause 26 (<i>Events of Default</i>) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination or the satisfaction of any condition under the Finance Documents or any combination of any of the foregoing) be an Event of Default</p> <p><b>Derivative Contract</b> means</p> <ul style="list-style-type: none"> <li>(c) any Hedging Agreement, and</li> <li>(d) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</li> </ul> <p><b>Distribution Rights</b> means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them</p> <p><b>Equipment</b> means, in relation to the Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</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 Facility Agreement</p> <p><b>Facility Agreement</b> means the facility agreement dated 20 July 2010 between, among others, the Chargor, the Security Trustee and the other Finance Parties</p> <p><b>Fee Letter</b> has the meaning given to that term in the Facility Agreement</p> <p><b>Finance Document</b> means the Facility 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 provided that where the term Finance Document is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement (but not, for the avoidance of doubt, any Transaction Security Document or other document which uses or refers to this definition), a Hedging Agreement shall be a Finance Document only for the purposes of</p> <ul style="list-style-type: none"> <li>(a) the definition of Material Adverse Effect,</li> <li>(b) paragraph (a) of the definition of Permitted Transaction,</li> <li>(c) the definition of Transaction Document,</li> <li>(d) the definition of Transaction Security Document,</li> <li>(e) Clause 1 2 1(d) (<i>Construction</i>) of the Facility Agreement,</li> <li>(f) Clause 21 (<i>Guarantee and Indemnity</i>) of the Facility Agreement, and</li> </ul>	

# 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) Clause 26 (<i>Events of Default</i>) of the Facility Agreement (other than Clause 26 14 2 (<i>Repudiation and rescission of agreements</i>) and Clause 26 21(<i>Acceleration</i>))</p> <p><b>Finance Parties</b> means the Agent, the Arranger, the Security Trustee, the Lenders, the Hedge Counterparties and the Ancillary Lender provided that where the term Finance Party is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement (but not, for the avoidance of doubt, any Transaction Security Document or other document which uses or refers to this definition), a Hedge Counterparty shall be a Finance Party only for the purposes of</p> <p>(a) the definition of Secured Parties,</p> <p>(b) paragraph (c) of the definition of Material Adverse Effect,</p> <p>(c) Clause 21 (<i>Guarantee and Indemnity</i>) of the Facility Agreement, and</p> <p>(d) Clause 31 (<i>Conduct of business by the Finance Parties</i>) of the Facility Agreement</p> <p><b>Financial Indebtedness</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Group</b> means the Chargor and each of its Subsidiaries for the time being (including, for the avoidance of doubt, Haymarket PR Publications LLP, Haymarket GmbH &amp; Co KG, Braunschweig, Haymarket Medical Education LP, HME Global Education LP and PRI Healthcare Solutions LP) and <b>Group Company</b> means any one of them</p> <p><b>Hedge Counterparty</b> means</p> <p>(a) any Original Hedge Counterparty, and</p> <p>(b) any person which has become a Party as a Hedge Counterparty in accordance with Clause 27 8 (<i>Accession of Hedge Counterparties</i>) of the Facility Agreement</p> <p>which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p><b>Hedging Agreement</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Insurance</b> means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest</p> <p><b>Intellectual Property Rights</b> means</p> <p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p> <p>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and</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

- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

**Intercreditor Agreement** means the intercreditor agreement dated on or about the date of this Agreement and made between, among others, the Chargor, 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

**Intra-Group Loan** means any loan made by one Group Company to another Group Company

**Investments** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)

**Land** has the same meaning as it has in section 205(1) of the Act

**Lender** means

- (d) any Original Lender, and
- (e) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (*Increase*) of the Facility Agreement or Clause 27 (*Changes to the Lenders*) of the Facility Agreement

**Loan** has the meaning given to that term in the Facility Agreement

**Majority Lenders** has the meaning given to that term in the Facility Agreement

**Mandatory Prepayment Account** is as defined in the Facility Agreement

**Obligors** shall have the meaning given to that term in the Facility Agreement

**Original Chargor** means the Chargor together with the companies listed in Schedule 1 of the Debenture

**Original Hedge Counterparties** means National Westminster Bank Plc, in its capacity as original hedge counterparty

**Original Lender** means National Westminster Bank Plc, in its capacity as original lender

**Permitted Disposal** shall have the meaning given to that term in the Facility Agreement

**Permitted Guarantee** shall have the meaning given to that term in the Facility Agreement

**Permitted Investor Payment** shall have the meaning given to that term in the Facility Agreement

# 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>Permitted Security</b> has the meaning given to that term in the Facility Agreement</p> <p><b>Permitted Transaction</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Receiver</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p><b>Regulations</b> means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and <b>Regulation</b> means any of them</p> <p><b>Resignation Letter</b> shall have the meaning given to that term in the Facility 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>Security Accession Deed</b> means a deed executed by a Group Company substantially in the form set out in Schedule 9 (Form of Security Accession Deed) of the Debenture, with those amendments which the Security Trustee may approve or reasonably require</p> <p><b>Security Assets</b> means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture</p> <p><b>Secured Party</b> means each Finance Party from time to time party to the Facility Agreement and any Receiver</p> <p><b>Security Period</b> means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities</p> <p><b>Selection Notice</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Shares</b> means all shares held by the Chargor in its Subsidiaries</p> <p><b>Sovereign Guarantee</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Subsidiary</b> means</p> <p>(a) a subsidiary undertaking within the meaning of section 1162 of the Act which shall include, for the avoidance of doubt, any limited partnership or limited liability partnership, and</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>(b) any company or other legal entity which would be a subsidiary undertaking within the meaning of section 1162 of the Act but for any Security subsisting over the shares in that company from time to time, and</p> <p>(c) in relation to a company or partnership incorporated outside the United Kingdom, a company, partnership or corporation</p> <p>(i) which is controlled, directly or indirectly by the first-mentioned company, partnership or corporation, or</p> <p>(ii) more than half the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company, partnership or corporation, or</p> <p>(iii) which is a subsidiary of another subsidiary of the first mentioned company, partnership or corporation,</p> <p>and, for these purposes, a company, partnership or corporation shall be treated as being controlled by another if that other company, partnership or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent</p> <p><b>Syndication Side Letter</b> shall have the meaning given to that term in the Facility Agreement</p> <p><b>Trade Mark</b> means each United Kingdom registered trade mark and each Community trade mark described in Part 1 of Schedule 8 of the Debenture (<i>Trade Marks</i>)</p> <p><b>Trade Mark Application</b> means each application for the registration of a United Kingdom and/or Community trade mark as described in Part 2 of Schedule 8 (<i>Trade Marks</i>) of the Debenture</p> <p><b>Trade Mark Chargor</b> means a Chargor that owns Trade Mark Property</p> <p><b>Trade Mark Property</b> means</p> <p>(a) all Trade Marks,</p> <p>(b) all Trade Mark Applications,</p> <p>(c) any goodwill of a Chargor's business to which any Trade Mark or Trade Mark Application relates, and</p> <p>(d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in the Chargor's business</p> <p><b>Transaction Documents</b> shall have the meaning given to that term in the Facility 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> <p><b>Transaction Security Documents</b> shall have the meaning given to that term in the Facility 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

**Transfer Certificate** shall have the meaning given to that term in the Facility Agreement

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

**Utilisation Request** shall have the meaning given to that term in the Facility Agreement

**Any reference to liabilities in this form MG01 includes any obligation whether incurred as principal or surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity**

# 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

#### Schedule 1 – Land charged by way of legal mortgage

None

#### Schedule 2 – Shares

Name of Chargor	Subsidiary	Number and Class of Shares
Haymarket Group Limited	Haymarket Finance Limited	107,056,000 Ordinary
Haymarket Group Limited	Teddington Properties Limited	1,000 Ordinary

#### Schedule 3 – Accounts

None

#### Schedule 4 – Intra-Group Loans

None

#### Schedule 5 – Insurances

Insurer	Type	Policy No.
Royal & Sun Alliance	All Risks	RTT1611475 – PD/BI
Catlin Syndicate (underwritten by Lloyd's Underwriters)	Terrorism	823/E09RQ2922100

#### Schedule 6 – Trade Marks

None





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

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

**COMPANY NO. 2809261  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED  
20 JULY 2010 AND CREATED BY HAYMARKET GROUP LIMITED  
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

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES