

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

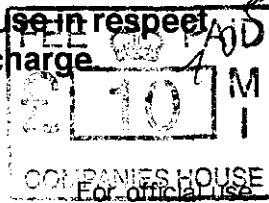
COMPANIES FORM No. 395

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)



Company number

3794451

Name of company

* TDL Infomedia Limited (the "Chargor")

Date of creation of the charge

30 July 1999

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

Guarantee and Debenture dated 30 July 1999 made between the Chargor (1),
TDL Infomedia Finance Limited, TDL Infomedia Holdings Limited, TDL
Infomedia Group Limited, TDL Group Limited and Thomson Directories
Limited (2) and CIBC World Markets PLC (3)

Amount secured by the mortgage or charge

See Part III of the attached schedule.

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

CIBC World Markets PLC
Cotton Centre
Cotton Lane
London

Postcode SE1 2QL

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

Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A7/SGG/PJC/AJAP/568970

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As specified in parts IV and V of the attached Schedule.

N.B. The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed Loell White Director

Date 5th August 1999

On behalf of ~~[company]~~ ~~[mortgagee]~~/chargee] †

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

† 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 CF4 3UZ

SCHEDULE TO FORM 395

Part I

Definitions

"Acquisition Agreements"	has the meaning given to it in the Facilities Agreement;
"Acquisition Agreement Claims"	means all the Chargor's right, title and interest and benefit in and to, and any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any Acquisition Agreement;
"Agent"	means CIBC World Markets PLC in its capacity as agent for the Banks and any successor agent appointed under the terms of the Facilities Agreement;
"Ancillaries Bank"	has the meaning given to it in the Facilities Agreement;
"Arranger"	means CIBC World Markets PLC in its capacity as arranger under the Facilities Agreement;
"Assets"	means all the undertaking, property, assets, rights and revenues of the Chargor, present or future, whatever and wherever in the world, and includes each or any of them;
"Banks"	means, before any transfer under clause 21.3 (<i>transfers</i>) of the Facilities Agreement, the Underwriters and thereafter, the Underwriters and the Transferee(s) and, where the context permits or requires, the Issuing Bank and each Ancillaries Bank, (and, in each case, each of their respective successors in title) but only for so long as it has any rights or obligations under the Senior Finance Documents (and where the context permits, " Bank " shall include the Working Capital Bank);
"Beneficiaries"	means collectively the Agent, the Arranger, the Security Agent, the Banks, the Underwriters, the Hedging Counterparties and the Issuing Bank and includes any one or more of them and " Beneficiary " shall be construed accordingly;
"BT Licence"	means the licence agreement dated 27 October 1994 between British Telecommunications plc and Thomson Directories Limited as amended and supplemented from time to time;
"Charged Property"	means the property charged pursuant to clause 3 of the Debenture;

"Charging Companies"	means the companies named in Part II of this Schedule;
"Charging Company"	means any of the Charging Companies;
"Collection Account"	has the meaning given to it by clause 5.1 of the Debenture;
"Companies"	means the Charging Companies together with any other Group Companies which become party to the Debenture from time to time and (where the context permits) includes each or any of them;
"Debenture Date"	means the date of the Debenture being 30 July 1999;
"Encumbrance"	means any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security to a creditor (including set off or title retention);
"Event of Default"	has the meaning given to it in the Facilities Agreement;
"Facilities Agreement"	means the facilities agreement dated 30 July 1999 and made between TDL Infomedia Limited (as Parent) (1), TDL Infomedia Finance Limited (as issuer of the Shareholder Loan Notes) (2), TDL Infomedia Holdings Limited (as issuer of the Interim Senior Discount Notes and the Final Senior Discount Notes) (3), TDL Infomedia Group Limited (as Principal Borrower) (4), TDL Infomedia Group Limited, TDL Group Limited and Thomson Directories Limited (as Borrowers) (5), CIBC World Markets PLC (as Arranger) (6), CIBC World Markets PLC (as Underwriter) (7), CIBC World Markets PLC (as Issuing Bank) (8), CIBC World Markets PLC (as Agent) (9) and CIBC World Markets PLC (as Security Agent) (10), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;
"Floating Charge Assets"	means, insofar only as concerns the floating charge created by clause 3.1(p) of the Debenture, Assets from time to time comprised within it;
"Guarantor"	means any Charging Company insofar only as it covenants under clause 2.1(b) of the Debenture to pay or discharge money due or owing from or liabilities of other Charging Companies to the Beneficiaries and "Guarantors" and "Guarantee" shall be construed accordingly;

"Group"	at any time the Parent and its Subsidiaries at that time (but including the Target Group before as well as after Completion) and Group Company " means any of them;
"Hedging Counterparty"	has the meaning given to it in the Facilities Agreement and "Hedging Counterparties" shall be construed accordingly;
"Intellectual Property Rights"	means all patents, trade marks, service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights at the Debenture Date or in the future owned or enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them;
"Issuing Bank"	has the meaning given to it in the Facilities Agreement;
"Land"	includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);
"Permitted Encumbrance"	has the meaning given to it in the Facilities Agreement;
"Realisation Account"	has the meaning given to it in the Facilities Agreement;
"Receivables"	means all sums of money receivable by the Chargor at the Debenture Date or in the future consisting of or payable under or derived from any of its Assets and "Receivable" shall be construed accordingly;
"Secured Sums"	means all money and liabilities covenanted and/or guaranteed to be paid or discharged by each Company to the Beneficiaries under clause 2.1 of the Debenture;
"Securities"	means all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by the Chargor (including, without limitation, all shares in TDL Belgium), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option,

	dividend, interest or otherwise, and including all Securities owned by the Chargor in another Company;
"Security Agent"	means CIBC World Markets PLC in its capacity as security agent for the other Beneficiaries and any successor security agent appointed under the terms of the Facilities Agreement;
"Senior Finance Documents"	means the Facilities Agreement, the Security Documents, any Transfer Certificate, any Deed of Accession, the Fees Letter, the Hedging Agreements (each as defined in the Facilities Agreement), any document entered into by the Issuing Bank in connection with the issue of Obligations (as defined in the Facilities Agreement), any document entered into by an Ancillaries Bank in connection with the Ancillaries Facilities or any other document entered into by any Beneficiary in connection with any of the foregoing and any amendments, supplements or additions thereto, and any other documents or agreements entered into from time to time which are otherwise Senior Finance Documents;
"TDL Belgium"	means TDL Belgium S.A., a company organised under the laws of Belgium;
"Thomson Licence"	means the licence agreement dated 18 May 1994 between The Thomson Corporation PLC and Thomson Directories Limited as amended and supplemented from time to time;
"Transferee"	has the meaning given to it under the Facilities Agreement;
"Underwriters"	means CIBC World Markets PLC and BankBoston N.A.;
"Warranty Insurance"	<p>means each of the policies of insurance issued by HSBC Insurance Brokers Limited issued to:</p> <p>(a) the Management Vendors (as defined in the Sale and Purchase Agreement) in relation to the warranties and indemnities under the Sale and Purchase Agreement; and</p> <p>(b) the Principal Borrower in relation to any voiding of the policy referred to in sub-paragraph (a) above.</p>

Part II

The Charging Companies

Name of company	Registered number
TDL Infomedia Limited	3794451
TDL Infomedia Finance Limited	3794456
TDL Infomedia Holdings Limited	3794458
TDL Infomedia Group Limited	3794884
TDL Group Limited	3348854
Thomson Directories Limited	902438

Part III

Amount secured by the mortgage or charge

All money and liabilities on the Debenture Date or in the future due, owing or incurred:

- (a) to each Beneficiary by the Chargor under or pursuant to the Senior Finance Documents; and
- (b) to each Beneficiary by each other Company (except as a Guarantor for the Chargor) under or pursuant to the Senior Finance Documents;

in either case, whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment).

Part IV

Particulars of the property mortgaged or charged

1. By Clause 3.1 of the Debenture, the Chargor with full title guarantee charged to the Security Agent with the payment or discharge of all Secured Sums:-
 - (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and registered at HM Land Registry ;

- (b) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and not registered at H.M. Land Registry ;
- (c) by way of first fixed charge, all Land in the future becoming the property of the Chargor;
- (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to the Chargor which have not already been charged pursuant to the charges referred to in the preceding paragraphs and all licences at the Debenture Date or in the future held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which it is or may in the future become entitled;
- (e) by way of first fixed charge, all plant and machinery of the Chargor at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged under the charges referred to in the preceding paragraphs and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- (f) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;
- (g) by way of first fixed charge, all Securities belonging to the Chargor;
- (h) by way of first fixed charge, all contracts and policies of insurance and assurance at the Debenture Date or in the future held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
- (j) by way of first fixed charge, all Intellectual Property Rights of the Chargor but excluding, (i) the rights, title, and interest of Thomson Directories Limited in and to the BT Licence and the Thomson Licence and (ii) (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement, licence or permission relating to such rights (other than those rights referred to in (i) above);
- (k) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged pursuant to the charges referred to in the preceding paragraphs);
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the Debenture Date or in the future available to the Chargor as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Chargor;

- (m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Chargor, including the proceeds of all Receivables of the Chargor, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to in the preceding paragraphs but shall be subject to the fixed charge in paragraph 3.1 (m) of the Debenture;
- (n) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
- (o) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor;
- (p) by way of floating charge:
 - (i) all Assets (other than the right, title and interest of Thomson Directories Limited in and to the Thomson Licence and the BT Licence) at the Debenture Date or in the future owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to in the preceding paragraphs, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland.

but in each case so that The Chargor shall not, save that, and to the extent, permitted by the Facilities Agreement, create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and such Chargor shall not, without the prior written consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.

2. By Clause 3.2 of the Debenture, the Chargor with full title guarantee assigned to the Security Agent, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
- (a) all claims of the Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date or in the future attached to such Land;
 - (c) the benefit of all rights and claims to which the Chargor is at the Debenture Date or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
 - (d) all rights and claims to which the Chargor is at the Debenture Date or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;

- (e) the benefit of all rights and claims to which the Chargor is at the Debenture Date or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement;
- (f) the Acquisition Agreement Claims of the Chargor; and
- (g) the benefit of any monies receivable by the Chargor under the Warranty Insurance.

Part V

Covenants and restrictions

1. By clause 3.3 of the Debenture, the Chargor agreed that the floating charge created by it under clause 3.1(p) of the Debenture may be crystallised into a fixed charge by notice in writing by the Security Agent to the Chargor at any time whilst an Event of Default is continuing or in respect of any property charged under clause 3 of the Debenture, whilst the security over it is in jeopardy or which is in danger of seizure. Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
2. By clause 3.4 of the Debenture, the Chargor agreed that if the Chargor, without the Security Agent's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise create any Encumbrance (other than Permitted Encumbrances) over any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Company's business or as otherwise expressly permitted by the Facilities Agreement, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(p) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
3. By clause 3.8 of the Debenture, the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
4. By clause 5.1 of the Debenture, the Chargor agreed that it shall collect and realise all Receivables and shall pay into such account of the Chargor as the Security Agent may direct, (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Agent and shall not, without the prior written consent of the Security Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so. The Collection Account shall, after service of the notice referred to in clause 5.2 of the Debenture, be operated by the bank with which it is maintained as trustee for the Security Agent.
5. By clause 6.1 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Agent and with the exception of Permitted Encumbrances:-

- (a) create, or agree or attempt to create, or permit to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge in relation to any of its Assets) or any trust over any of its Assets or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;
 - (b) sell, assign, lease, licence or sub-licence, or grant any interest in, its Land, Securities, Receivables or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access to them or the right to use a copy of any such Intellectual Property Rights, save as permitted by clause 14.4 (*Restrictions on Disposal*) of the Facilities Agreement.
- 6. By clause 9.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Agent, which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
- 7. By clause 11.2 of the Debenture, the Chargor agreed it shall not, without the prior written consent of the Security Agent:
 - (a) erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any significant fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.
- 8. By clause 12.1 of the Debenture, the Chargor agreed, inter alia, that during the continuance of the security constituted by the Debenture (as modified, varied, supplemented or replaced), unless the Security Agent otherwise agrees in writing it will:-
 - (a) not sell, assign, transfer, licence or agree to licence any Intellectual Property Rights or any interest therein or permit any third party to use such Intellectual Property Rights save as permitted by clause 14.4 of the Facilities Agreement; and
 - (b) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark.
- 9. By clause 13.1 of the Debenture, the Chargor agreed that it would not (except as otherwise permitted in the Facilities Agreement), without the prior written consent of the Security Agent, exercise any power of leasing or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
- 10. By clause 13.2 of the Debenture, the Chargor agreed that it shall not (except as otherwise permitted in the Facilities Agreement) part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Agent.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03794451

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 30th JULY 1999 AND CREATED BY TDL INFOMEDIA LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM SUCH CHARGING COMPANY TO CIBC WORLD MARKETS PLC AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS (AS DEFINED) AND ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM EACH OTHER COMPANY TO CIBC WORLD MARKETS PLC AND TO EACH BENEFICIARY UNDER OR PURSUANT TO THE SENIOR FINANCE DOCUMENTS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th AUGUST 1999.

P. Davis



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E