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In accordance with Section 862 of the Companies Act 2006

MG06

IRIS Laserform

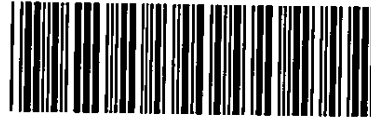
Particulars of a charge subject to which property has been acquired

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 charge subject to which property has been acquired

What this form is not for
You cannot use this form for submitting particulars of a charge subject to which property has been acquired for a company registered in Scotland. To do this use form MG06s

WEDNESDAY



L3319BU1
LD3 05/03/2014 #94
COMPANIES HOUSE

3SE
UK

1 Company details

Company number 08815130
Company name in full Eagle Spain Holdco 2013 Limited

2 For official use
→ 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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d3 d0 m1 m1 y2 y0 y1 y9

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

Description ①
Second ranking Security over shares agreement (the "Charge") over shares of hibu Holdings 3 Limited granted by Yell Holdings 2 Limited (the "Chargor") in favour of Global Loan Agency Services Limited (following a transfer of the security agency role from HSBC Bank plc) (the "Security Agent")

① Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d0 d3 m0 m3 y2 y0 y1 y4

5 Amount secured

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

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

Amount secured
All obligations owing to the Senior Secured Parties or to the Security Agent (whether for its own account or as Security Agent for the Senior Secured Parties) by the Chargor under or pursuant to the Secured Debt Documents, including any liability in respect of further advances made under the Secured Debt Documents whether present or future, actual or contingent (and whether incurred by the Chargor alone or jointly, and whether as principal or surety or in some other capacity) (the "Secured Obligations")

Please see continuation pages for Definitions.

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6 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Global Loan Agency Services Limited

Address 2 London Wall Buildings

London

Postcode E C 2 M 5 U U

Name

Address

Postcode

Name

Address

Postcode

7 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

1 FIXED CHARGE

In the Charge, the Chargor charged the Charged Portfolio, with full title guarantee and by way of second ranking fixed charge (and immediately after the Release Event occurring by way of first ranking fixed charge) in favour of the Security Agent for the payment and discharge of all of the Secured Obligations

2 NEGATIVE PLEDGE

The Charge contains a negative pledge.

DEFINITIONS

"Bond Indentures" means the indenture or indentures under which any Bond Notes (as defined in the Senior Facilities Agreement) are to be issued.

"Bond Noteholders" means the holders from time to time of the Bond Notes (as defined in the Senior Facilities Agreement)

"Bond Notes Trustee" means the trustee or trustees from time to time under the Bond Indentures

"Charged Portfolio" means the Shares and the Related Assets

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"**Debtor**" has the meaning given to it in the Intercreditor Agreement.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"**Existing Facilities Agreement**" means the facilities agreement dated 27 April 2006 (as amended on 27 July 2006, 10 August 2006, 8 October 2008 and 30 November 2009) and made between, amongst others, Yell Group plc as the parent, HSBC Bank plc as facility agent and security agent and Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, Goldman Sachs International and HSBC Bank plc as arrangers

"**Existing Finance Documents**" shall have the meaning given to the term "Finance Documents" set out in the Existing Facilities Agreement.

"**Existing Finance Parties**" shall have the meaning given to the term "Finance Parties" set out in the Existing Facilities Agreement

"**Existing Secured Obligations**" has the meaning given to the term Secured Obligations in the Existing Share Pledges

"**Existing Share Pledges**" means the share pledges dated 27 April 2006 and 27 July 2006 between the Chargor and the Security Agent

"**External Debt Document**" means any document pursuant to which any Permitted External Debt (as defined in the Senior Facilities Agreement) is made available

"**External Debt Facility Agent**" means any facility agent acting on behalf of the External Lenders.

"**External Lender**" means any financial institution which makes any Permitted External Debt (as defined in the Senior Facilities Agreement) available to a Permitted External Debt Borrower (as defined in the Senior Facilities Agreement)

"**Facility Agent**" means Global Loan Agency Services Limited (following a transfer of the facility agent role from HSBC Bank plc)

"**Group**" means the Senior Group and the Junior Group

"**Hedge Counterparty**" means.

- a) any person which is named on the signing pages of the Intercreditor Agreement as a hedge counterparty and,
- b) any person which becomes party to the Intercreditor Agreement as a hedge counterparty pursuant to the terms thereof,

which, in each case, is or has become party to the Senior Facilities Agreement as a hedge counterparty

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"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any member of the Group and a Hedge Counterparty for the purpose of hedging liabilities and/or risks in relation to the Senior Creditor Liabilities and/or Junior Bond Liabilities (each as defined in the Intercreditor Agreement)

"Intercreditor Agreement" means the intercreditor agreement dated 30 November 2009 entered into between, among others, the Facility Agent, the Security Agent and certain members of the Group and which will be acceded to by any Third Party Creditor on or prior to the incurrence of any Financial Indebtedness (as defined in the Senior Facilities Agreement) pursuant to a Third Party Document by a member of the Group (as such intercreditor agreement may be amended from time to time with the consent of the Facility Agent (acting on the instructions of the Majority Lenders (as defined in the Senior Facilities Agreement)))

"Junior Group" means the Parent and any of its Subsidiaries (other than Yell Finance B V and any of its Subsidiaries).

"Obligor's Agent" means Yell Limited

"Parent" means Yell Group plc

"Permitted Subordinated Security" means any first-ranking security over (i) the assets of the Parent (or, as the case may be, over the shares and the assets of a special purpose vehicle (directly or indirectly) wholly-owned by the Parent (but excluding a special purpose vehicle owned by Yell Finance B V or any of its Subsidiaries)) and/or (ii) any proceeds arising from any Intragroup Indebtedness (as defined in the Senior Facilities Agreement), pursuant to which any proceeds from the issuance of a bond (or similar instrument) which is Subordinated Indebtedness (as defined in the Senior Facilities Agreement) have been on-lent to the Parent and/or Yell Finance BV

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property (as defined in the Senior Facility Agreement) and that term will include any appointee made under a joint and/or several appointment

"Related Assets" means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

"Release Event" means the earlier to occur of

- a) the Existing Secured Obligations being discharged in full and the Existing Finance Parties having no further actual or contingent obligations under the Existing Finance Documents, and
- b) the Existing Finance Documents being terminated, and

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Short particulars

c) any other release of the Existing Share Pledges

"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, but will not include any interests or rights granted under the Senior Facilities Powers of Attorney

"Security Documents" means:

a) each of the Transaction Security Documents,

b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Senior Secured Parties as security for any of the Secured Obligations; and

c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above,

but not any Senior Facilities Powers of Attorney

"Secured Debt Documents" means the Senior Facilities Finance Documents and the Third Party Documents

"Senior Bond Documents" means the Senior Bonds, each Senior Bond Indenture, the Senior Bond Guarantees (each as defined in the Intercreditor Agreement) (whether contained in a Senior Bond Indenture or otherwise), the Intercreditor Agreement and the Security Documents

"Senior Creditors" means the Term Loan Creditors, the Senior Bond Creditors (each as defined in the Intercreditor Agreement), the Senior Facilities Finance Parties and any Hedge Counterparty

"Senior Facilities Agreement" means the term and revolving credit facilities agreement dated 30 November 2009 between, amongst others, Yell Group plc, HSBC Bank plc acting as facility agent and security agent and the financial institutions named therein as lenders

"Senior Facilities Finance Documents" means the Senior Facilities Agreement, any Ancillary Document, any Fee Letter, any Accession Letter, any Resignation Letter (each as defined in the Senior Facilities Agreement), the Intercreditor Agreement, any Security Document, any Hedging Agreement, the Invitation Memorandum, each Acceptance Notice (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Facility Agent and the Obligors' Agent

"Senior Facilities Finance Parties" means the Facility Agent, the Security Agent, a Lender or an Ancillary Lender (each as defined in the Senior Facilities Agreement)

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"Senior Facilities Powers of Attorney" has the meaning given to the term "Performance Powers of Attorney" in the Senior Facilities Agreement.

"Senior Finance Documents" means the Senior Facilities Finance Documents, any Hedging Agreement, the Senior Bond Documents and the Term Loan Documents

"Senior Group" means Yell Finance B V and any of its Subsidiaries

"Senior Secured Parties" means the Senior Creditors, Security Agent, any Receiver or Delegate (from time to time party to the Intercreditor Agreement)

"Shares" means all of the shares in the share capital of Yell Limited, YH Limited and YH3 Limited held by, to the order or on behalf of the Chargor at any time

"Subsidiary" means

a) a subsidiary as defined in Section 1159 of the Companies Act 2006;
and

b) a subsidiary undertaking as defined in Section 1162 of the Companies Act 2006

"Term Loan" means any term loan made available under a Term Loan Facility Agreement which would comply with the Term Loan Major Terms (as defined in the Intercreditor Agreement)

"Term Loan Documents" means any Term Loan Facility Agreement and any other document executed in relation thereto and the Security Documents

"Term Loan Facility Agreement" means any facility agreement, between, amongst others, a member of the Group which is also a Borrower (as defined in the Senior Facilities Agreement) under the Senior Facilities Agreement and a Term Loan Creditor (as defined in the Intercreditor Agreement) under which a Term Loan is made available

"Third Party Agent" means each facility agent of a Term Loan.

"Third Party Creditor" means the Bond Notes Trustee, the Bond Noteholders, the External Lenders and the External Debt Facility Agent

"Third party Documents" means the Bond Indentures, the Bond Notes (as defined in the Senior Facilities Agreement), the External Debt Documents and any documents governing Permitted Subordinated Security

"Transaction Security Documents" means each document creating or expressed to create any Security in respect of the obligations of the Debtors under all or any of the Senior Finance Documents in form and substance

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acceptable to the Security Agent and any other document designated as a "Transaction Security Document" by the Facility Agent, Senior Bond Trustee (as defined in the Intercreditor Agreement) or Third Party Agent, as applicable, and the Security Agent (but, for the avoidance of doubt, not including the Senior Facilities Powers of Attorney)

"Yell Limited" means Yell Limited of Queens Walk, Oxford Road, Reading, Berkshire, RG1 7PT with registered number 04205228

"YH Limited" means YH Limited of Queens Walk, Oxford Road, Reading, Berkshire, RG1 7PT with registered number 04193755

"YH3 Limited" means YH3 Limited of Queens Walk, Oxford Road, Reading, Berkshire, RG1 7PT with registered number 05724156

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

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. 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)

9

Signature

Please sign the form here

Signature

Signature

X *Louklatis LP* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form 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 Carol Hartopp

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 London/City

Telephone 020 7456 2000



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 a certified copy of the deed (if any) with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument (if any)
- You have given the date of acquisition
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

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

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

COMPANY NO. 8815130

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND RANKING SECURITY
OVER SHARES AGREEMENT FOR ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SENIOR SECURED
PARTIES OR TO THE SECURITY AGENT (WHETHER FOR ITS
OWN ACCOUNT OR AS SECURITY AGENT FOR THE SENIOR
SECURED PARTIES) ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE SECURED ON THE
PROPERTY ACQUIRED BY EAGLE SPAIN HOLDCO 2013
LIMITED ON THE 3 MARCH 2014 WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 MARCH 2014

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2014

L/C



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES