

PROJECT WHISPER – ICA TERM SHEET

This Term Sheet relates to the proposed intercreditor agreement (the "**ICA**") relating to certain creditors of [*Whisper*] (the "**Parent**") and its subsidiaries.

Terms defined in the proposed new term and revolving credit agreement (the "**Facilities Agreement**") to be made available to certain subsidiaries of the Parent shall have the same meaning when used in this Term Sheet.

The ICA will contain provisions that will allow certain creditors and agents (including any bond trustee) with respect to the additional indebtedness listed below to be senior creditors or junior creditors (with such security as set forth below), as the case may be, and to accede to the ICA and benefit from, and be subject to, the provisions of the ICA. The ICA will reflect the provisions of this Term Sheet as well as contain other customary provisions consistent with relevant market practice. The ICA will be governed by English law.

Parties:

On the Transaction Completion Date:

- Security Agent
- Facility Agent (on behalf of itself and each Lender under the Facilities Agreement)
- Hedge Counterparties
- Each Obligor

To accede:

- upon the incurrence of any such indebtedness, the trustee ("**Senior Bond Trustee**") of any senior bond debt (which is part of an issue of Bond Notes) (the "**Senior Bond Debt**") on behalf of itself and any creditor of the Senior Bond Debt (the "**Senior Bond Creditors**")
- upon the incurrence of any such indebtedness, the trustee ("**Junior Bond Trustee**") of any junior bond debt (which is Subordinated Indebtedness to the extent described herein) (the "**Junior Bond Debt**") on behalf of itself and any creditor of the Junior Bond Debt including any entity acting in the capacity of security agent or trustee on behalf of any such creditors (the "**Junior Bond Creditors**")
- upon the incurrence of any such indebtedness, if bilateral, the lender ("**Third Party Lender**") and if not, the facility agent ("**Third Party Facility Agent**") of any third party term loan (which is a Permitted Term Loan) (the "**Term Loan Debt**") on behalf of itself and any creditor of the Term Loan Debt (such creditors including any Third Party Lender, being the "**Term Loan Creditors**" and together with the Finance Parties, the Senior Bond Creditors and the Junior Bond Creditors, the "**Creditors**")
- any Additional Obligors and any member of the Group which is not an Obligor (which is a creditor/debtor under any

intercompany loan or other receivable either (i) made to an Obligor or (ii) a member of the Group which is not an Obligor but where the amount of such intercompany loan or other receivable is equal to or greater than £100,000 (or its equivalent on other currencies).

Senior Bond Issuer: A Finco (or a special purpose vehicle (directly or indirectly) wholly-owned by a Finco), any such issuer to be subject to customary SPV restrictions

Junior Bond Issuer: Yell Group plc (or a special purpose vehicle (directly or indirectly) wholly-owned by Yell Group plc other than any SPV owned by Yell Finance BV and any of its subsidiaries), any such issuer, to the extent an SPV, to be subject to customary SPV restrictions

Term Loan Borrower: A Finco (or a special purpose vehicle (directly or indirectly) wholly-owned by a Finco), any such issuer to be subject to customary SPV restrictions

Guarantees: **Senior Bond Debt and Term Loan Debt:** to the extent permitted by applicable law, the Senior Bond Debt and the Term Loan Debt may be guaranteed by any Group company provided that such company is an Obligor. Such guarantees shall rank pari passu with any claims against such Guarantors in respect of the Facilities Debt.

Junior Bond Debt: to the extent permitted by applicable law, the Junior Bond Debt may be guaranteed by (i) Yell Group plc (if not the Junior Bond Issuer) and (ii) Yell Finance BV and any of its subsidiaries (collectively, the "**Yell Finance Group**") provided that any such member of the Yell Finance Group is an Obligor. Such guarantees in the preceding clause (ii) shall be contractually subordinated as set forth below under "Ranking/Contractual Subordination. "

Ranking/Contractual Subordination: **First:** Pari passu - all amounts due to the Finance Parties (including Hedge Counterparties) (the "**Facilities Debt**"), the Senior Bond Creditors and the Term Loan Creditors (together the "**Senior Debt**" and the creditors of the Senior Debt being the "**Senior Creditors**").

Second: the Junior Bond Debt.

Third: Intragroup debt.

The guarantees of the Junior Bond Debt by a member of the Yell Finance Group will be subordinated in right of payment to the payment in full of the Senior Debt of each such guarantor of the Junior Bond Debt, including all obligations under the finance documents relating to the then outstanding Senior Debt and guarantees of such Senior Debt, and each of the Finance Parties, Senior Bond Creditors and the Term Loan Creditors shall have rights of a senior creditor that are customary in connection with offerings of subordinated note instruments similar to the Junior Bond Debt in connection with insolvency proceedings relating to any member of the Yell Finance Group that guarantees the Junior Bond Debt.

Notwithstanding the foregoing, the Junior Bond Debt of the Junior Bond

Issuer and, to the extent the Junior Bond Issuer is not Yell Group plc, a guarantee of the Junior Bond Debt by Yell Group plc will be senior debt of such obligors and not be subject to contractual subordination.

Security:

Upon the accession of any Senior Bond Creditor or Term Loan Creditor (a "**New Secured Creditor**"), and at the discretion of the Security Agent either:

(a) the Security Documents will be amended in order that the New Secured Creditor benefits from such Security in such manner and to such extent that the other Secured Parties benefit from the Transaction Security; and/or

(b) additional legal, valid, binding and enforceable Security will be created in relation to the Charged Property in favour of the Security Agent (acting as agent for such New Secured Creditor) (with contractual sharing of proceeds as set out in this Term Sheet).

The Security Agent will not be obliged to execute or deliver any such document, or do any act or thing that, in the reasonable opinion of the Security Agent after having taken legal advice, will have or has a material adverse effect on the validity, enforceability or ranking of any of the existing Transaction Security (including the re-opening of any hardening periods) or Finance Documents. In such case, the relevant Obligors will execute or deliver any necessary documents to create a valid and enforceable security interest for the benefit of the Security Agent (for and on behalf of the New Secured Creditor). However, the ICA will provide that any New Secured Creditors will share in any proceeds from any enforcement action taken by the Security Agent at the instruction of an Instructing Group with respect to such Transaction Security on a pari passu basis with any other Senior Creditors irrespective of the ranking of such security interest under applicable law.

No assets of any member of the Yell Finance Group will be pledged or assigned for purpose of securing any obligations under the Junior Bond Debt. However, the Junior Bond Debt may be secured with a first ranking security over any assets of Yell Group plc and any asset of any Junior Bond Issuer that is an SPV (including a pledge over the shares of Yell Finance BV and any proceeds loan (if any) pursuant to which any proceeds from the issuance of the Junior Bond Debt was on-lent to Yell Group plc and/or Yell Finance BV) (the "**Designated Junior Bond Security**").

All Security to be granted to the Senior Creditors will be granted in favour of the Security Agent. The Security Agent will be appointed under the ICA to act on behalf of all Senior Creditors and in accordance with the voting provisions below. To the extent advisable, a parallel debt obligation may be created in favour of the Security Agent with respect to the Senior Debt.

Enforcement of Security:

Upon any of the security becoming enforceable, the Senior Creditors representing 50% in aggregate principal amount of the then outstanding Senior Debt (an "**Instructing Group**") may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Security conferred by the Security Documents. None of the Senior

Creditors shall have any independent right to enforce any of the security or to instruct or require the Security Agent to enforce any of the Security Documents except as instructed by an Instructing Group. Any instructions given by an Instructing Group will be binding on all secured Senior Creditors.

The Junior Bond Creditors or the relevant security agent acting on their behalf may enforce the Designated Junior Bond Security as provided for under the relevant indenture and security documents relating to the Junior Bond Debt.

Release of Guarantees and Security:

If shares of any of the subsidiaries of Yell Finance BV or assets of any member of the Yell Finance Group are sold pursuant to an enforcement action taken by the Security Agent (acting on behalf of the Senior Creditors pursuant to instructions from an Instructing Group) or in circumstances where the Senior Creditors (or the Security Agent acting on their behalf pursuant to instructions from an Instructing Group) are entitled to take enforcement action under the ICA, any guarantees of the Senior Debt or Junior Bond Debt from subsidiaries whose shares or the shares of its direct or indirect parent entity are sold will be released and any Security in such shares and assets of such subsidiary will be released, if:

- the proceeds of such sale received by the Security Agent are in the form of cash (or substantially all cash);
- the claims of each of the Senior Creditors against the relevant subsidiary and its subsidiaries or assets are irrevocably and unconditionally released concurrently with such sale;
- either (a) the sale is made pursuant to a public auction or (b) in connection with the sale an internationally recognised investment bank selected by the Security Agent has delivered an opinion to the Junior Bond Trustee that the price of the sale is fair from a financial point of view after taking into account all relevant circumstances; and
- the proceeds of such disposal received by the Security Agent are applied in accordance with the priority set forth below under the caption "Application of Proceeds."

Option to Purchase:

Option to purchase (at par) any of the Senior Debt by or on behalf of the Junior Bond Creditors, any time after a payment blockage notice has been served in relation to such Junior Bond Debt and the relevant class of Senior Debt for which the option to purchase relates has instituted an enforcement action.

Amendments to Credit Documents of the Parties:

Each Creditor may amend or waive the terms of their own credit documents under the terms of those respective documents, provided that in the case of Senior Bond Debt, Junior Bond Debt or Term Loan Debt after any such amendments such debt would still comply with the Senior Bond Debt major terms, Junior Bond Debt major terms or Permitted Term Loan major terms (as each is defined in the ICA), as the case may be, and that no such amendment would have an impact upon the ranking provisions set out in the ICA.

The certain amendments to the documentation relating to any intragroup

loan will require the permission of the relevant Instructing Group.

Payments and Repayments:

Prior to an enforcement action Facilities Debt, Senior Bond Debt and Term Loan Debt can be repaid, prepaid, defeased or discharged as per the finance documents relating to the each of the Facilities Debt, Senior Bond Debt and Term Loan Debt. Such amounts are not required to be shared with the other Senior Creditors. Subsequent to the occurrence of an enforcement action any amounts received by a Finance Party, a Senior Bond Creditor or a Term Loan Creditor are to be held on trust and turned over to the Security Agent to apply in the order of priority set out below.

Except in situations in which the Junior Bond Creditors are permitted to take enforcement action, only certain customary permitted payments (which would include scheduled payments of interest, fees and expenses, tax gross-up, principal upon or after the originally scheduled maturity, payments consented to by the Senior Creditors, payments not funded (directly or indirectly) by any Obligor and other customary permitted payments) can be made in relation to Junior Bond Debt. Such debt may not be repaid, prepaid, defeased or discharged by an Obligor or other member of the Group without the consent of the Facility Agent (acting on instructions of the Majority Lenders), Third Party Facility Agent (acting on instructions of the Term Loan Creditors) and, to the extent not otherwise permitted by the indenture governing the Senior Bond Debt, the Senior Bond Trustee (acting on instructions of the Senior Bond Creditors) other than with the proceeds of certain permitted junior securities.

Payments allowed on intra-group debt (other than structural intra-group debt) until the occurrence of an acceleration under the relevant finance documents for the Facilities Debt, the Senior Bond Debt, the Junior Bond Debt and the Term Loan Debt.

Payment Blockage (Junior Bond Debt):

Prior to the discharge date of each of the Facilities Debt, Senior Bond and Term Loan Debt, no payment may be made on the guarantees of the Junior Bond Debt by any member of the Yell Finance Group without the prior consent of the Facilities Agent (so long as any Facilities Debt is outstanding), the Senior Bond Trustee (so long as any Senior Bond Debt is outstanding), and the Third Party Facility Agent (so long as such Term Loan Debt is outstanding):

- if a payment default or payment event of default (other than an amount (a) not constituting principal, interest or guaranteed fees and (b) in an aggregate amount not exceeding £1,000,000) has occurred under the finance documents relating to the relevant Senior Debt (a "**Senior Default**") or the relevant Senior Creditors have accelerated or put on demand the amounts outstanding under the relevant Senior Debt as a result of a payment event of default under the relevant finance documents (each a "**Payment Default**"), for so long as such Payment Default is continuing; or
- if a Senior Default other than a Payment Default has occurred and is continuing and the Junior Bond Trustee has received a payment blockage notice from either the Facilities Agent (acting on the instructions of the Finance Parties), the Senior Bond Trustee (acting on the instructions of the Senior Bond Creditors), and/or the Third Party Facility Agent (acting on the instructions of the Term Debt

Creditors) within 45 days of the date such agent or trustee receives notice in writing of the occurrence of such Senior Default and confirming that it is a Senior Default, specifying the relevant Senior Default; such payments are suspended until the earliest of:

- the waiver, remedy or cure of such Senior Default or such Senior Default otherwise ceases to exist; or
- 179 days after the receipt by the Junior Bond Trustee of the payment blockage notice; or
- the repayment and discharge of all obligations under the relevant finance documents pursuant to which the relevant Senior Default relates; or
- the day on which the Facilities Agent, Senior Bond Trustee or the Third Party Facility Agent, as relevant, notifies the Junior Bond Trustee that the payment blockage notice is cancelled; or
- the expiration of any enforcement standstill period in existence at the time of service of such payment blockage notice; or
- the date on which the Junior Bond Trustee takes enforcement action which it is permitted to take in accordance with the ICA.

Not more than one payment blockage notice may be served in respect of the same event or set of circumstances and no more than one payment blockage notice may be given in any 360 day period.

Notwithstanding the foregoing, the Junior Bond Trustee shall be entitled to receive and retain amounts payable for its own account.

**Standstill on
Enforcement (Junior
Bond Debt):**

Prior to the discharge date for the Senior Debt, neither the Junior Bond Trustee for, nor the holders of, the Junior Bond Debt may take certain defined enforcement actions with respect to any subsidiary guarantees of the Junior Bond Debt by any member of the Yell Finance Group without the prior consent of the Facilities Agent (so long as any Facilities Debt is outstanding), the Senior Bond Trustee (so long as any Senior Bond Debt is outstanding), and the Third Party Facility Agent (so long as such Term Loan Debt is outstanding), except if:

- an insolvency event has occurred with respect to a guarantor that is a member of the Yell Finance Group other than as a result solely of any action taken by the Junior Bond Trustee on any Junior Bond Debt;
- the Senior Creditors take enforcement action (including the enforcement of any security permitted to be enforced under the terms of the ICA), provided that if the Senior Creditors only demand payment under the relevant finance documents or put amounts payable thereunder payable on demand, then the Junior Bond Trustee and the Junior Bond Creditors may only demand payment of the Junior Bond Debt or put amounts payable thereunder payable on demand;
- a default on the Junior Bond Debt has occurred resulting from a failure to pay principal at maturity;
- an event of default under the Junior Bond Debt has occurred (otherwise than solely by reason of a cross default (other than a cross default which is a payment default) to any finance document relating

to any Senior Debt) and a period of 179 days has passed from the date of receipt by the relevant agent or trustee with respect to the Senior Debt of notice in writing of such default from the Junior Bond Trustee (and at the end of such period such default is continuing); or

- consented to by the Facilities Agent (so long as any Facilities Debt is outstanding), the Senior Bond Trustee (so long as any Senior Bond Debt is outstanding), and the Third Party Facility Agent (so long as such Term Loan Debt is outstanding).

For the avoidance of doubt and notwithstanding the foregoing, the Junior Bond Creditors shall always have the right to take enforcement action against the Junior Bond Issuer and, if the Junior Bond Issuer is not Yell Group plc, Yell Group plc.

Amendments to the ICA:

Waivers, consents or amendments to or in relation to the ICA must be agreed by the Facilities Agent (so long as any Facilities Debt is outstanding), the Senior Bond Trustee (so long as any Senior Bond Debt is outstanding), the Junior Bond Trustee (so long as any Junior Bond Debt is outstanding), any Third Party Facility Agent (so long as such Term Loan Debt is outstanding). To the extent that an amendment to the ICA only affects the rights and obligations of particular parties to the ICA and could not reasonably be expected to be adverse to the interests of the other parties, only the affected parties need to agree to the waivers, consents or amendments.

Turnover:

Prior to the discharge date of all Senior Debt, any distributions, payments or proceeds received (by way of set-off or otherwise) by a Creditor or any member of the Group which are not permitted under the ICA or are otherwise received in contravention of the ICA must be held in trust for the benefit of the Creditors and turned over to the Security Agent for application as set forth below under “Application of Proceeds.”

Application of Proceeds:

Any monies received as a result of any enforcement action (including enforcement of the Transaction Security) or that has been turned over to the Security Agent as a result of the sharing provisions or the turnover provisions to be applied in the following order:

First: pro rata and pari passu, the costs and expenses of Security Agent, Facility Agent, Third Party Facility Agent, Senior Bond Trustee, any receiver and certain customary costs, expenses and indemnities of the Junior Bond Trustee;

Second: pro rata and pari passu, amounts owed to the Senior Creditors;

Third: costs and expenses of the Junior Bond Trustee;

Fourth: pro rata and pari passu, amounts owed to the Junior Bond Creditors;

Fifth: to the Obligors.

