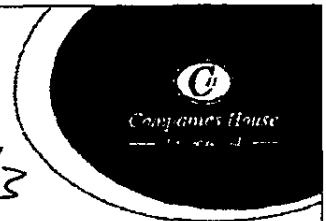


MG01

Particulars of a mortgage or charge

132811/13



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 NOT for**
You cannot use this form to
particulars of a charge for a
Scottish company. To do this
please use MG01s

THURSDAY



A20 *AKO8UIZ1* 240
08/04/2010
COMPANIES HOUSE

1	Company details	For official use
Company number	0 2 5 4 2 9 8 0	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	FDM Group Limited (the "Pledgor")	
2	Date of creation of charge	
Date of creation	26 03 2010	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Share Pledge Agreement dated 26 March 2010 between the Pledgor and HSBC Bank plc (the "Original Pledgee") ("Share Pledge Agreement")	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge Please see attached Continuation Page	
		Continuation page Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name

HSBC Bank plc

Address

8 Canada Square

London

Postcode

E 1 4 5 H Q

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please see attached Continuation Page

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Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

N/A

8

Delivery of instrument

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).

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 accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Rusent Pasovs LLP.* X

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

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 Claire Grinstead

Company name Pinsent Masons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 A H

County

DX 119516 Finsbury Square

Telephone 0207 490 6418



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 the 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 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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

All liabilities and all other present or future obligations at any time due, owing or incurred by any member of the Group and any potential Obligor to the Lender under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "**Secured Obligations**")

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 **PLEDGES**
- 1 1 The Pledgor pledged the Shares and any and all Ancillary Rights pertaining thereto to each of the Pledgees for their rateable and equally ranking interest as security
- 2 **UNDERTAKINGS**
- 2 1 The Pledgor undertook not to create or permit to subsist any encumbrance over all or any of the Shares or any interest therein (save for the Second Ranking Pledge and the Third Ranking Pledge) or otherwise sell, transfer or dispose of the whole or any part of the Shares or any therein
- Definitions**
- "Additional Borrower"** means a company which becomes a borrower to the Facility Agreement in accordance with the Facility Agreement
- "Additional Guarantor"** means a company which becomes a guarantor to the Facility Agreement in accordance with the Facility Agreement
- "Ancillary Rights"** means
- (a) dividends, if any, payable on the Shares,
 - (b) liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelt*), repaid capital in case of a capital decrease (*Kapitalherabsetzung*), any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*) and all other pecuniary claims associated with the Shares,
 - (c) the right to subscribe for newly issued shares, and
 - (d) all other monetary rights and benefits attributable to the Shares
- "Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the Facility Agreement
- "Capitalized Lease"** means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases on a balance sheet of the lessee
- "Company"** means FDM group GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main, under registration number HRB 49862
- "Existing Share"** means one share in the Company amounting to EUR 25,000

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

"Facility Agreement" means the GBP 13,000,000 term facility agreement dated 26 November 2009 governed by the laws of England between, *inter alia*, the Parent, the Borrowers, the Guarantors and the Lender

"Finance Document" means the Facility Agreement, any accession deed relating thereto, any compliance certificate relating to the Facility Agreement, any Secured Hedge Agreement, any fee letter relating to the Facility Agreement, any resignation letter relating to the Facility Agreement, any selection notice relating to the Facility Agreement, any utilisation request relating to the Facility Agreement, the Security Documents, the Intercreditor Deed and any other document designated as a Finance Document by the Lender and the Parent

"Future Pledgee" means any person (i) to whom a Pledge is transferred by operation of law, including as a result of assignment of a Secured Obligation or transfer of contract in relation to a Finance Document after the date of the Share Pledge Agreement and/or (ii) which becomes a party to any Finance Document as a lender, including as a result of transfer of contract in relation to a Finance Document after the date of the Share Pledge Agreement

"Future Shares" means any and all shares in the capital of the Company issued in addition to the Existing Share in whatever nominal value which the Pledgor may acquire in future in the event of an increase of the capital of the Company or otherwise

"GAAP" means generally accepted accounting principles

"Group" means the Parent, the Pledgor and each of their respective Subsidiaries

"Guarantor" means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with the Facility Agreement

"Intercreditor Deed" means the intercreditor deed dated 26 November 2009 governed by the laws of England between, *inter alia*, the Parent, the Obligor, the Lender and others

"Lender" means HSBC Bank plc

"Obligor" means each Borrower and each Guarantor

"Original Borrower" means Astra 50 Limited, a company organized under the laws of England with registration number 06936835

"Original Guarantor" means the Parent and the Original Borrower

"Parent" means Astra TopCo Limited, a company organized under the laws of England with registration number 07078823

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

"Pledges" means the Original Pledgee and the Future Pledgees

"Pledges" means any and all pledges constituted pursuant to the Share Pledge Agreement

"Second Ranking Pledge" means the second ranking pledge made between the Pledgor and Investec Bank plc

"Secured Hedge Agreement" has the meaning given in the Share Pledge Agreement

"Security" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing)

"Security Documents" has the meaning given in the Share Pledge Agreement

"Shares" means the Existing Share and the Future Shares

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person

"Third Ranking Pledge" means the third ranking pledge made between the Pledgor, Inflexion Private Equity Partners LLP, Inflexion 2006 Buyout Fund Limited Partnership and Inflexion Co-Investment Limited Partnership



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2542980
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 26 MARCH 2010 AND CREATED BY FDM GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY MEMBER OF THE GROUP AND ANY
POTENTIAL OBLIGOR TO HSBC BANK PLC ON ANY ACCOUNT
WHATSOEVER 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 8 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2010



DX/DJ

