

MG01

Particulars of a mortgage or charge



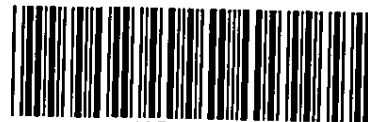
A fee is payable with this form.

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

SATURDAY



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17/04/2010

522

COMPANIES HOUSE

1 Company details

Company number 0 2 5 4 2 9 8 0

Company name in full FDM Group Limited (the "Company")

7 For official use

→ Filling 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 01 04 20 10 20 10

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 Debenture dated 14 April 2010 between the Company and HSBC Bank plc (the "Lender")
(the "Debenture")

4 Amount secured

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

Amount secured Please see attached Continuation Page

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

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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 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).

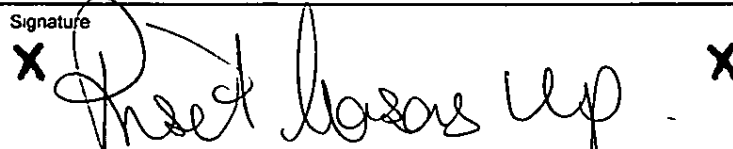
9

Signature

Please sign the form here

Signature

Signature

X  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 **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 **0207490 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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Amount secured

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

Amount secured

Any liability expressed to be due, owing or payable by the Company under or in connection with any of the Secured Finance Documents (each a "**Secured Liability**" and together the "**Secured Liabilities**")

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Short particulars of all the property mortgaged or charged

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

Short particulars

- | | |
|-------|--|
| 1 | CHARGES |
| 1 1 | As a continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charged to the Lender all its right, title and interest from time to time in each of the following assets - |
| 1 1 1 | by way of first legal mortgage all Land which is described in Schedule 1 of this form and all other Land vested in the Company, |
| 1 1 2 | by way of first fixed charge all other Land vested in the Company on the date of the Debenture to the extent not effectively charged by clause 3 1 1 of the Debenture (set out in paragraph 1 1 1 above) and all Land acquired by the Company after the date of the Debenture, |
| 1 1 3 | by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge, the Shares, |
| | by way of first fixed charge - |
| | (a) the Securities, |
| | (b) the Intellectual Property, |
| | (c) the Monetary Claims, |
| | (d) the Fixed Plant and Equipment, |
| | (e) the Loose Plant and Equipment, |
| | (f) the Accounts (other than the Assigned Accounts), |
| | (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, |
| | (h) to the extent not assigned or effectively assigned by clause 3 3 of the Debenture (set out in paragraph 1 3 below), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and |
| | (i) its present and future goodwill and uncalled capital |
| 1 2 | As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged to the Lender by way of first |

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Short particulars

floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland

1 3 The Company with full title guarantee assigned absolutely in favour of the Lender, but subject to the right of the Company to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1 3 1 the Specific Contracts,

1 3 2 the Insurances,

1 3 3 the Assigned Accounts, and

1 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under clause 3 1 of the Debenture (set out in paragraph 1 1 above),

together with all Related Rights in respect of such Charged Property, provided that the Company is entitled until the Enforcement Date to exercise all rights assigned under clause 3 3 of the Debenture (as set out in paragraph 1 3 above) (subject to the terms of the Secured Finance Documents) and the Lender will reassign any such rights to the extent necessary to enable the Company to do so

2 NEGATIVE PLEDGE

The Company has covenanted that it will not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents

3 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

4 TRUST

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Lender

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Short particulars of all the property mortgaged or charged

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

Short particulars

Definitions

- "Account"** means any account opened or maintained by the Company at any bank or financial institution
- "Assigned Accounts"** means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Lender and the Parent to be an Assigned Account
- "Charged Property"** means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to the Debenture
- "Enforcement Date"** means the date on which the Lender first takes Enforcement Action (as defined in the Debenture)
- "Fixed Plant and Equipment"** means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
- "Fixtures"** means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
- "Group"** has the meaning given in the Intercreditor Agreement
- "Holding Account"** means an account -
- (a) held in England by a member of the Group with the Lender,
 - (b) identified in a letter between the Parent and the Lender as a Holding Account, and
 - (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender,
- (as the same may be redesignated, substituted or replaced from time to time)
- "Insurances"** means, together with those insurance policies details of which are set out in Schedule 3 of the Debenture (set out at Schedule 3 of this form), any policy of insurance or assurance

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Short particulars

"Intellectual Property"

means, together with, but not limited to, the intellectual property details of which are set out in Schedule 4 of the Debenture (set out in Schedule 2 of this form), any of the following -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

"Intercreditor Agreement"

means the intercreditor agreement dated 26 November 2009 as amended on 6 January 2010 and 19 February 2010 and from time to time and made between the Parent, the other Obligors, the Investors and certain others (all as defined in the Intercreditor Agreement)

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Loose Plant and Equipment"

means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment

"Mandatory Prepayment Account"

means an interest-bearing account -

- (a) held in England by the Company with the Lender,
- (b) identified in a letter between the Parent and the Lender as a Mandatory Prepayment account,
- (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender, and

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Short particulars

(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement

(as the same may be redesignated, substituted or replaced from time to time)

"Monetary Claims"

means all book and other debts and monetary claims at the date of the Debenture or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Parent"

means Astra Topco Limited (Company Number 7078823)

"Related Rights"

means in relation to any Charged Property -

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property"

"Secured Finance Documents"

means the Senior Finance Documents and the Hedging Agreement (each as defined in the Intercreditor Agreement)

"Securities"

means all the right, title and interest of the Company now or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by

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any person, and

(c) units or other interests in any unit
trust or collective investment scheme,

other than the Shares

"Security"

means a mortgage, charge, pledge, lien or any
other security interest securing any obligation of
any person or any other agreement or
arrangement having a similar effect

"Senior Facilities Agreement"

has the meaning given in the Intercreditor
Agreement

"Shares"

means all shares in any member of the Group
owned by the Company or held by any nominee
on the Company's behalf including, the shares
specified in Schedule 2 of the Debenture (and
Schedule 5 of this form) held by, to the order of
or on behalf of, the Company at any time

"Specific Contracts"

means the contracts specified in Schedule 5 of
the Debenture (and Schedule 4 of this form)

SCHEDULE 1- LAND

[None at the date of the Debenture]

SCHEDULE 2 – INTELLECTUAL PROPERTY

[None at the date of the Debenture]

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Short particulars

SCHEDULE 3 – INSURANCES

Insured	Insurer	Policy Period	Policy No.	Details
FDM Group Limited	Hiscox Insurance Company Limited	From 24 March 2009 to 23 March 2010	HU PI6 1357284 (61)	Directors and officers liability,
			HU PI6 1338421 (212)	Employers liability, Property – buildings, general liability (public and/or product liability), property contents at location, property away from the insured location, business interruption, terrorism
			HUT MT 2231889	Technology protection
	AIG	From 24 March 2009 to 23 March 2010	0010646029	Personal accident and travel
	Royal and Sun Alliance	From 19th April 09 to 18th April 10	12008121	Motor Insurance
	Standard Life	From 7 April 2009 to 7 April 2014	X 76980798	Key-man life assurance

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SCHEDULE 4 – SPECIFIC CONTRACTS

Debtor ID	Debtor Name	% of Turnover
1716	UBS AG	20 35%
15561	HSBC Bank	7 62%
16223	RBS	6 47%
23174	Detica Ltd	3 12%
1716/1	UBS AG	3 11%
24006	British Sky Broadcasting	2 78%
4872	CitiGroup (UK)	2 55%
30036	UBS Wealth Management	2 17%
28297	Deutsche Bank	1 99%
29446	EADS Defence & Security Systems Ltd	1 91%
28455	Swiftcover Insurance Services Ltd	1 91%
5658	Barclays Wealth	1 80%
2380	BMW (GB) Ltd	1 72%
23111	HSBC Bank Retail	1 64%
1220	Automobile Association	1 42%
28192	Thomson Legal and Regulatory Ltd	1 33%
1204	BNP Paribas Fund Services UK Limited	1 31%
4917	BBC Worldwide	1 25%
22021	Lloyds Pharmacy	1 24%
23801	Lloyds Banking Group	1 09%
29736	NYSE Euronext Technology Ltd	1 04%
29354	SITA PTS	1 04%
1086	Credit Suisse Securities (Europe) Ltd	1 03%
15485	RSPCA	0 82%
15407	Ace European Group Limited	0 77%
22605/1	Blackrock Plc	0 75%
29354/1	Sita PTS	0 75%
6489	RaboBank International	0 73%
2046	QBE Management (UK) Ltd	0 72%
17139	The Financial Times	0 71%
29627	Wildnet Group Ltd	0 70%
31982	Release Consulting Ltd	0 66%
28297/3	Deutsche Bank	0 66%
24998	Sword UK Ltd	0 65%
16111	Virgin Mobile Telecoms Ltd	0 61%
31197	Metaskil Plc	0 60%
26609	NM Rothschild & Sons Limited	0 55%
2487	News International Ltd	0 55%

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

SCHEDULE 5 – DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Mountfield Software Limited	100 ordinary shares of £1 00 each	FDM Group Limited



FILE COPY

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. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 APRIL 2010
AND CREATED BY FDM GROUP LIMITED FOR SECURING ALL
LIABILITY DUE OR TO BECOME DUE FROM THE COMPANY TO
HSBC BANK PLC 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 17 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2010



Companies House
— for the record —

Dxwell



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES