

MG01

Particulars of a mortgage or charge

243004 / 26


Companies House
for the record

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.

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03/12/2009

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COMPANIES HOUSE

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☒ **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 for**

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

1

Company details

For official use

Company number

☒ 7 0 7 8 8 2 3

Company name in full

☒ Astra Topco Limited (the "Company")

→ **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

☒ 02 06 11 11 12 10 10 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 26 November 2009 between the Company and Inflexion Private Equity
Partners LLP (the "Security Trustee") (the "Debenture")

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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



Inflexion Private Equity Partners LLP

Address

43 Welbeck Street

London

Postcode

E 1 G 8 D X

Name

Address

Postcode

€

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

Nil

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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).

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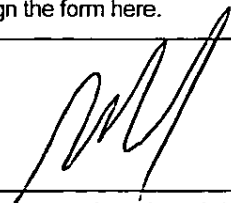
Signature

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 **Nigel Dale**

Company name **Eversheds LLP**

Address

Eversheds House

70 Great Bridgewater Street

Post town **Manchester**

County/Region

Postcode

M 1 5 E S

County

DX **14344 Manchester**

Telephone **0845 497 8244**



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

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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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Particulars of a mortgage or charge

€	Short particulars of all the property mortgaged or charged	
Please give us the short particulars of the property mortgaged or charged.		
Short particulars	<p>1. CHARGES</p> <p>1.1 As a continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charged to the Security Trustee all its right, title and interest from time to time in each of the following assets:-</p> <p>1.1.1 by way of first legal mortgage all Land which is described in Schedule 3 of the Debenture (as described in Schedule 1 of this form) and all other Land vested in the Company;</p> <p>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 4.1.1 of the Debenture (set out in paragraph 1.1.1 above) and all Land acquired by the Company after the date of the Debenture;</p> <p>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;</p> <p>1.1.4 by way of first fixed charge:-</p> <ul style="list-style-type: none"> (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; (g) the Related Rights under or in connection with the Shares, the Securities, the 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 4.3 of the Debenture (set out in paragraph 1.3 below), the Insurances and other agreements and all Related Rights in respect of such Charged Property; and (i) its present and future goodwill and uncalled capital. <p>1.2 As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged to the Security Trustee by way of first floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any</p>	
Short particulars		

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Particulars of a mortgage or charge

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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.

- 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 Security Trustee, 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 Insurances; and
- 1.3.2 all rights under any agreement to which it is a party and which is not mortgaged or charged under clause 4.1 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 4.3 of the Debenture (as set out in paragraph 1.3 above) (subject to the terms of the Secured Finance Documents) and the Security Trustee 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 and the Senior 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 Security Trustee.

Short particulars

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Particulars of a mortgage or charge

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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.

Definitions

"Account" means any account opened or maintained by the Company at any bank or financial institution

"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 Security Trustee by or pursuant to the Debenture

"Enforcement Date" means the date on which the Security Trustee 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

"Insurances" means, together with those insurance policies details of which are set out in Schedule 5 of the Debenture (as described in Schedule 4 of this form) any policy of insurance or assurance

"Intellectual Property" means, together with, but not limited to, the intellectual property details of which are set out in Schedule 6 of the Debenture (as described in Schedule 3 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

Short particulars

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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.

"Intercreditor Agreement"	means the intercreditor agreement dated 26 November 2009 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
"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
"Obligors"	has the meaning given in the Intercreditor Agreement
"Parent"	means Astra Topco Limited (Company Number 7078823)
"Related Rights"	means in relation to any Charged Property:- <ul style="list-style-type: none"> (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

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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.

"Secured Finance Documents" means:-

a) the shareholders' agreement dated 26 November 2009 and made between, inter alia, Astra Topco Limited, the Investors and Management (the **"Shareholders' Agreement"**) (as such terms are defined in the Intercreditor Agreement), the Tier 2 Subscription Agreement (as that term is defined in the Shareholders' Agreement) and the articles of association of Astra Topco Limited, each as may be amended from time to time in accordance with the Debenture;

b) the £9,268,686.47 secured subordinated loan notes due 2016 of the Company and the Priority Investor Loan Notes (as that term is defined in the Shareholders' Agreement);

c) the instrument pursuant to which the £9,268,686.47 secured subordinated loan notes due 2016 of the Company are, or are to be, constituted and the Priority Investor Loan Note Instrument (as that term is defined in the Shareholders' Agreement); and

d) the Debenture;

in the agreed form, and any other documents entered into, or to be entered into, pursuant to any of them

"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 any person; and

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

other than the Shares

Short particulars

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Particulars of a mortgage or charge

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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.

"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

"Security Trustee" means Inflexion Private Equity Partners LLP and includes any successors in title and any successor appointed in accordance with the Secured Finance Documents.

"Senior Finance Documents" has the meaning set out 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, without limitation, the shares specified in Schedule 4 of the Debenture (as described in Schedule 2 of this form) held by, to the order of, or on behalf of, the Company at any time

SCHEDULE 1- LAND

REGISTERED LAND

None at date of Debenture.

UNREGISTERED LAND

None at date of Debenture.

SCHEDULE 2 – SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Astra 5.0 Limited	Two ordinary shares of £1.00 each	Astra Topco Limited
FDM Group plc	All shares held by on or behalf Astra 5.0 Limited	Astra 5.0 Limited

Short particulars

SCHEDULE 3 – INTELLECTUAL PROPERTY

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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.

None at date of Debenture.

SCHEDULE 4 – INSURANCES

None at date of Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7078823
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26
NOVEMBER 2009 AND CREATED BY ASTRA TOPCO LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY 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 3 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES