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in typescript, or  
in bold black  
capitals



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# LLP395

## Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

LLP Number

OC301825

For official use

[4][ ][ ][ ]

Full Name of Limited  
Liability Partnership

HgCapital LLP (the "Grantor")

Date of creation  
of the charge

12 March 2007

Description of the instrument  
(if any) creating or evidencing  
the charge (note 2)

A security interest agreement (the "**Agreement**")  
between The Royal Bank of Scotland plc (the "**Secured  
Party**"), the Grantor, IPES Nominees Limited and  
Victoria Nominees Limited (the "**Nominees**")

Amount secured by the  
mortgage or charge

All present and future obligations and liabilities of  
the Transaction Obligors whether actual or contingent  
and whether owed jointly or severally, as principal or  
surety, or in any other capacity whatsoever, to the  
Secured Party from time to time including without  
limitation under or pursuant to the Credit Agreement  
and each other Finance Document including the  
Agreement (the "**Secured Obligations**")

Signed

Herbert Smith LLP

Date

21/03/07

On behalf of ~~XXXX XXXXXX~~/chargee] (delete as appropriate)

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the  
public record

Ashley Reid  
Herbert Smith LLP  
Exchange House  
Exchange Square, London  
EC2A 2HS Tel 020 7374 8000  
E-mail Ashley.Reid@herbertsmith.com

When you have completed and signed the form please send it to the  
Registrar of Companies at

Companies House, Crown Way, Cardiff CF14 3UZ DX 33050 Cardiff



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\*ANLS7027\*  
22/03/2007  
COMPANIES HOUSE

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THURSDAY

Names and addresses of the mortgagees or persons entitled to the charge	The Royal Bank of Scotland plc, 280 Bishopsgate, London, EC2M 4RB
Short particulars of all the property mortgaged or charged	See Schedule 1 on Continuation Sheet 1
Particulars as to commission allowance or discount (note 3)	N/A

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395\*) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398\*) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398\*) and in such cases 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 The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4)\* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**

\* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

**SCHEDULE 1 SHORT PARTICULARS OF ALL THE  
PROPERTY MORTGAGED OR CHARGED (CONTINUED)**

**1. GRANT OF SECURITY INTEREST**

1.1 To the intent that the Secured Party would have a security interest in each separate item of Collateral by way of security for the Secured Obligations and in consideration of the payment by the Secured Party to the Grantor of the sum of £1 (one pound) (receipt of which is hereby acknowledged), the Grantor and the Nominees each to the extent of its interest hereby

1.1.1 assigned title to the Collateral to the Secured Party, and

1.1.2 agreed that, to the extent that the Grantor and/or the Nominees shall not have assigned to the Secured Party, or perfected in its favour, title to any of the Affected Securities, the Secured Party (and/or some other person chosen by the Secured Party to act on its behalf) shall have possession of all certificates of title thereto

1.2 For the avoidance of doubt, it is hereby confirmed that for the purposes of the Law the Secured Party is "the secured party" and the Grantor is "the debtor"

1.3 If and insofar as the foregoing shall not be effective to create or perfect a security interest in any part of the Collateral, the Grantor and the Nominees shall hold that part on trust for and to the order of the Secured Party

**2. NEGATIVE PLEDGE**

The Grantor covenanted and undertook to the Secured Party to the intent that the same shall be continuing covenants and undertakings until the Secured Party's security interest in the Collateral is wholly discharged not to attempt to sell, create any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral

**3. DERIVATIVE ASSETS**

Subject to Clause 7.3 of the Agreement, if any Derivative Assets are offered to, distributed to or received by the Grantor and/or Nominees of the Collateral after the occurrence of an Event of Default the Grantor and/or the Nominees shall immediately notify the Secured Party and such Derivative Assets

- 3 1 shall be held by the Grantor and/or the Nominees in trust for the Secured Party,
- 3 2 shall be segregated from other property and funds of the Grantor and/or Nominees,  
and
- 3 3 shall immediately be paid, delivered and transferred to the Secured Party (or its  
nominee) so as to be held as part of the Collateral

## SCHEDULE 2: DEFINITIONS AND INTERPRETATION

"Affected Securities"	means the securities which from time to time comprise part of the Collateral,
"the Agreement"	extends to every separate and independent stipulation contained herein and includes any recitals and schedules and any amendment or supplement which is for the time being in effect,
the "Borrower"	means Dogmer 4 Limited,
the "Collateral"	means <ul style="list-style-type: none"><li>(a) 10,000 shares of £1 00 each in the capital of the Company including all Derivative Assets,</li><li>(b) all the Grantor's and the Nominees' right, title and interest from time to time to and in all such securities and Derivative Assets,</li><li>(c) any and all further shares in the capital of the Company of which the Grantor and/or the Nominees may be or become the legal and/or beneficial owner from time to time including all Derivative Assets, and</li><li>(d) the Contract Rights,</li></ul> provided that each part of the Collateral so described that is capable of being separately assigned or sold to a third party shall be deemed to be a separate item of Collateral for the purposes of this Agreement but unless otherwise expressly stated the expression " <b>Collateral</b> " includes all such items of Collateral,
the "Company"	means MUST 4 General Partner (Guernsey) Limited a company registered in Guernsey with registered number 37588,
the "Contract Rights"	means all powers, right and interest of the Grantor in or pursuant to the Nominee Agreements including without limitation all and any right of the Grantor to require the

	Nominees to deliver or redeliver or cause to be delivered or redelivered to the Grantor (whether pursuant to contract or as trustee or otherwise howsoever) title to and possession of any or all of the property held by the Nominees for, or to the order of, the Grantor,
the "Credit Agreement"	means the £25,000,000 credit agreement dated on or around the date of this agreement between the Borrower and the Secured Party,
"Derivative Assets"	means all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto,
"Encumbrance"	includes any mortgage, charge, pledge, lien, hypothecation, security interest, trust arrangement, option or other third party interest whatsoever,
"Event of Default"	means any of the events listed or referred to in Clause 8 of the Agreement,
"Finance Document"	means the Credit Agreement, the Agreement, the GP Undertaking, any Security Document and any other document designated as such by the Secured Party,
"GP Undertaking"	has the meaning given to that term in the Credit Agreement,
"the Grantor"	includes the successors or (as the case may be) heirs of the person named as the Grantor above,
the "Law"	means the Security Interests (Guernsey) Law, 1993,
the "Nominees"	includes the successors or (as the case may be) heirs of the persons named as the Nominees above,
the "Nominee Agreements"	means declarations of trust made by the Nominees in favour of the Grantor in respect of the Affected Securities each dated 4 July 2003,

<b>"Obligor"</b>	means the Borrower or the Grantor,
<b>"Required Currency"</b>	means the currency or currencies in which the Secured Obligations are for the time being expressed,
<b>"Security"</b>	means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect,
<b>"Security Document"</b>	has the meaning given to that term in the Credit Agreement,
the <b>"Secured Party"</b>	includes the successors and assigns of the person named as the Secured Party,
<b>"Security Period"</b>	means the period commencing on the date hereof and terminating on the date upon which the Secured Party shall have determined that all of the Secured Liabilities have been irrevocably paid, performed and discharged in full and the Secured Party has no commitment or liability, whether present or future, in relation to the Finance Documents, and
<b>"Transaction Obligor"</b>	means an Obligor or a Security Provider

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No OC301825

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 12th MARCH 2007 AND CREATED BY HGCAPITAL LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE TRANSACTION OBLIGORS TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURED PARTY) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 22nd MARCH 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MARCH 2007



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES