

# LL MG01

## Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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#### What this form is for

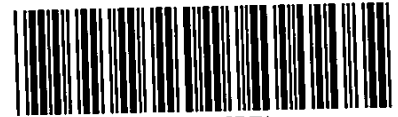
You may use this form to register  
particulars of a mortgage or charge  
created by an LLP in England and  
Wales or Northern Ireland



#### What this form is NOT for

You cannot use this form to register  
particulars of a mortgage or charge  
for a Scottish LLP  
To do this, please use form  
LL MG01s

FRIDAY



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#214

COMPANIES HOUSE

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 \*

1

### LLP details

LLP number

LLP name in full   
(the "Charging Partnership")

2

### Date of creation of charge

Date of creation

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

4

### Amount secured

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

Amount secured

Reference to any Finance Document (as defined in the Continuation  
Pages to Section 6 of this Form LL MG01) includes references to  
such Finance Documents as varied in any manner from time to time,  
even if changes are made to the composition of the parties to such  
document or to the nature or amount of any facilities made available  
under such document

#### Continuation page

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

**LL MG01**

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

**5****Mortgagee(s) or person(s) entitled to the charge**

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

Lloyds TSB Bank plc

Address

(in its capacity as Security Agent for the Beneficiaries)

25 Gresham Street, London

Postcode

E C 2 V 7 H N

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form LL MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form LL MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Partnership which protect and further define the charges created by the Debenture and which must be read as part of those charges.

**Particulars of property mortgaged or charged**

- 1 As security for the payment or discharge of all Secured Sums, the Charging Partnership, with full title guarantee assigned absolutely to the Security Agent by way of security
  - (a) the benefit of all of its Acquisition Agreement Claims,
  - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (excluding the Excluded Policies),
  - (c) all its right, title and interest from time to time in respect of the Hedging Agreements,
  - (d) all its rights, title and interest from time to time in respect of the LLP Deed, and
  - (e) all its rights, title and interest from time to time in respect of the Assigned Agreements

**PLEASE ALSO SEE ATTACHED CONTINUATION PAGES**

## LL MG01 - continuation page

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 1

- 2 As security for the payment or discharge of all Secured Sums, the Charging Partnership, with full title guarantee charged to the Security Agent
- (a) [Intentionally left blank],
  - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date, and not registered at the Land Registry,
  - (c) by way of fixed charge
    - (i) all other Land which is at the Debenture Date, or in the future becomes, its property,
    - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
    - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 (*Fixed Security*),
    - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
    - (v) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them (excluding Individual Carried Interest),
    - (vi) all Specified Investments in which the Charging Partnership may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them (excluding Individual Carried Interest),

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 2

- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments (excluding Individual Carried Interest),
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments (excluding Individual Carried Interest),
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent (excluding the Excluded Policies), together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
- (x) all its goodwill and uncalled capital for the time being,
- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) inclusive of Clause 3 2,
- (xvii) all trade debts at the Debenture Date or in the future owing to it,
- (xviii) all debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other Obligors, General Partners or Feeder Fund,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (Assignments),

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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CONTINUATION PAGE 3

- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
  - (xxi) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
  - (xxii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, and
  - (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them
- 3 As security for the payment or discharge of all Secured Sums, the Charging Partnership, with full title guarantee charged to the Security Agent by way of floating charge
- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and
  - (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,
- but in each case so that such Charging Partnership shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and the Charging Partnership shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except by way of sale in the ordinary course of its business to the extent that such action is permitted by or not otherwise prohibited by any Finance Document)

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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CONTINUATION PAGE 4

#### Covenants and Restrictions contained in the Debenture

- 1 By Clause 6 1 (*Collection Account*), the Charging Partnership agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into a Collection Account. The Charging Partnership agreed, pending such payment, to hold all money so received upon trust for the Security Agent
- 2 By Clause 6 3 (*No Derogation*), the Charging Partnership agreed not to purport, without the Security Agent's prior written consent (or as permitted by any Finance Document), to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the communication of Receivables with its customers in the ordinary course of business
- 3 By Clause 7 (*Negative Pledge and Other Restrictions*), the Charging Partnership agreed that it shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security or as otherwise permitted by any Finance Document)
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By Clause 11 2 (*Negative Covenants*), the Charging Partnership agreed that it shall not, without the prior written consent of the Security Agent (or as expressly permitted by the Finance Documents)
  - (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,
  - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,
  - (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or
  - (d) amend the specification or drawings referred to in any granted patent

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### Short particulars of all the property mortgaged or charged

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CONTINUATION PAGE 5

#### Definitions

In this Form LL MG01 the following expressions have the following meaning

**"Account Bank"** means National Westminster Bank plc or Lloyds TSB Bank plc or such other bank as the Security Agent may from time to time specify

**"Acquisition Agreement"** means the sale and purchase agreement dated on the Debenture Date relating to the sale and purchase of interests in the Guarantor which immediately convert into LLP Shares and made between the Borrower and the Vendors (each term as defined in the Facilities Agreement, unless otherwise defined in this Schedule)

**"Acquisition Agreement Claims"** means all the Charging Partnership's rights, title and interest and benefit in and to, and any sums payable to the Charging Partnership pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Partnership, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document

**"Acquisition Document"** means the Acquisition Agreement and any other document designated as an "Acquisition Document" by the Agent and the Borrower (each term as defined in the Facilities Agreement, unless otherwise defined in this Schedule)

**"Assigned Agreements"** means each of the following

- (a) the limited partnership agreement of HgCapital 6 GP Feeder L P Inc dated 27 April 2009 between, among others, HgCapital 6 General Partner (Guernsey) Limited and the Guarantor,
- (b) the management agreement dated 30 October 2009 between HgCapital 6 General Partner (Guernsey) Limited and the Guarantor,
- (c) the limited partnership agreement of HgCapital Mercury Executive Co-Invest L P dated 26 July 2011 between HgCapital Mercury General Partner L P Inc and the Guarantor,
- (d) the limited partnership agreement of HgCapital Mercury General Partner L P Inc dated 22 July 2011 between HgCapital Mercury General Partner (Guernsey) Limited and the Guarantor,
- (e) the limited partnership agreement of HgCapital RPP2 Executive Co-Invest L P dated 14 December 2010 between HgCapital RPP2 General Partner L P Inc and the Guarantor,
- (f) the limited partnership agreement of HgCapital 5 Executive Co-Invest L P dated 25 July 2006 between HgCapital 5 General Partner L P and the Guarantor,
- (g) limited partnership agreement of HgCapital 5 General Partner L P dated 15 September 2006 between HgCapital 5 General Partner (Guernsey) Limited and the Guarantor,

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#### Definitions continued

(h) the limited partnership agreement of Hg Renewable Power Carry L P dated 24 March 2006 between Hg Renewable Power GP (Scotland) Limited and the Guarantor,

(i) the services agreement dated 5 March 2007 between Hg Pooled Management Limited and the Guarantor, and

and any other Fee Document entered into by the Charging Partnership

**"Assets"** means all the Charging Partnership's undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means the Agent, the Arranger, the Security Agent, a Lender or a Hedge Counterparty (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule)

**"Borrower"** means Dogmer4 Limited, a limited liability company incorporated under the laws of England and Wales with registered number 06092715

**"Chargor"** means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

(a) Dogmer4 Limited (06092715), and

(b) HgCapital LLP (OC301825)

**"Collection Account"** means the Charging Partnership's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*), but excluding

(a) any Trustee Account, and

(b) the Excluded Account

**"Debenture Date"** means 22 May 2012

**"Deed of Accession and Charge"** means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*)

**"Derivative Rights"** includes

(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,

(b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and

(c) stock, shares and securities offered in addition to or in substitution for any Investments



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<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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#### Definitions continued

**"Excluded Account"** means the bank account opened (or to be opened) by the Borrower solely for the purpose of receiving distributions relating to the Borrower's interest in the Guarantor that is represented by the AA Unit (as defined in the LLP Deed) and for making payments to Craig Donaldson in respect of the consideration due under the sale and purchase agreement entered into on or about the date hereof and made between Craig Donaldson, the Borrower and the Guarantor

**"Excluded Policies"** means

- (a) any policies and contracts of insurance which relate to directors' and officers' insurance, death in service insurance and professional indemnity insurance, and
- (b) any policies and contracts of insurance held by the Guarantor (as defined in the Facilities Agreement) in respect of which it has no beneficial interest in the proceeds of any claims made under such policies and contracts of insurance

**"Facilities Agreement"** means the facilities agreement dated 22 May 2012 between Dogmer4 Limited (as the Borrower), HgCapital LLP (as the Guarantor), the Original Obligors listed therein and Lloyds TSB Bank plc (as Arranger, Original Lender, Agent and Security Agent) (each term as defined therein)

**"Fee"** means any management fee, carried interest or similar fee (however described) arising from an Hg Fund

**"Fee Documents"** means any document, agreement or instrument in connection with the receipt of any Fee payable to any Chargor but excluding, for the avoidance of doubt

- (a) any deed of adherence or side letter executed in connection with an investment by a third party in any Hg Fund,
- (b) any leaver and joiner arrangements relating to carried interest arising from an Hg Fund,
- (c) any document relating to the underlying investments held by or on behalf of the Hg Funds, and
- (d) any ancillary documents in relation to paragraph (a) to (c) above such as board resolutions and consents

**"Feeder Fund"** has the meaning given to that term in the Facilities Agreement

**"Finance Document"** means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement entered into with a Lender, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower (each term as defined in the Facilities Agreement)

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#### Definitions continued

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of Floating Charge*) (or by the equivalent provision of any Deed of Accession and Charge) but, in relation to Assets situated in Scotland and charged by Clause 3 3(b) only in so far as concerns the floating charge over that Asset

**"General Partner"** has the meaning given to that term in the Facilities Agreement

**"Guarantor"** means HgCapital LLP, a limited liability partnership registered in England and Wales with registered number OC301825

**"Hedging Agreements"** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by any Obligor for the purpose of hedging

- (a) interest rate liabilities, and/or
- (b) foreign exchange transaction for spot or forward deliver entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of business,

or any other document evidencing the above hedging transactions, but in each case excluding any document evidencing a foreign exchange transaction for speculative purposes

**"Hg Fund"** means means the following

- (a) HgCapital Renewable Power Partners 2, currently consisting of HgCapital Renewable Power Partners 2 A L P an English limited partnership with registration number LP13938, HgCapital Renewable Power Partners 2 B L P an English limited partnership with registration number LP13939, HgCapital Renewable Power Partners 2 C L P an English limited partnership with registration number LP13940, HgCapital Renewable Power Partners 2 D L P an English limited partnership with registration number LP14581 and HgCapital RPP2 Executive Co-Invest L P an English limited partnership with registration number LP13941,
- (b) HgCapital 6, currently consisting of HgCapital 6 A L P an English limited partnership with registration number LP13219, HgCapital 6 B L P an English limited partnership with registration number LP13220, HgCapital 6 C L P an English limited partnership with registration number LP13218, HgCapital 6 D L P an English limited partnership with registration number LP13221, HgCapital 6 E L P an English limited partnership with registration number LP13262 and HgCapital 6 Executive Co Invest L P an English limited partnership with registration number LP13222,

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#### Definitions continued

- (c) HgCapital 5, currently consisting of HgCapital 5, L P an English limited partnership with registration number LP011224 and HgCapital 5 Executive Co-Invest L P , an English limited partnership with registration number LP010937,
- (d) Hg Renewable Power Partners L P an English limited partnership with registration number LP10721,
- (e) HgCapital Mercury, currently consisting of HgCapital Mercury A L P , an English limited partnership with registration number LP14331, HgCapital Mercury B L P an English limited partnership with registration number LP14396, HgCapital Mercury C L P an English limited partnership with registration number LP14479, HgCapital Mercury D L P an English limited partnership with registration number LP14478 and HgCapital Mercury Executive Co-Invest L P an English limited partnership with registration number LP14397, and
- (f) following the establishment of the fund to be known as "HgCapital 7", such parallel limited partnerships or other vehicles constituting the fund,

and any successor funds established in accordance with the terms of the relevant limited partnership agreement relating to any of the above

**"Individual Carried Interest"** has the meaning given to that term in the LLP Deed as at the Debenture Date

**"Insurance Policy"** means any contract or policy of insurance of the Charging Partnership (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Partnership or (to the extent of its interest) in which the Charging Partnership has an interest at any time, but excluding any liability insurance and any directors' and officers' insurance

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**"Intellectual Property Rights"** means all and any of the Charging Partnership's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3.2 (*Fixed security*) (or pursuant to the equivalent provisions in any Deed of Accession and Charge)

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

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#### Definitions continued

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

**"LLP Deed"** means the limited liability partnership deed in respect of the Guarantor dated on or about the date of the Facilities Agreement between the Members as listed therein and the Guarantor (as defined in the Facilities Agreement)

**"Obligor"** has the meaning given to that term in the Facilities Agreement

**"Permitted Security"** has the meaning given to that term in the Facilities Agreement

**"Receivables"** means all the Charging Partnership's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*), or described in the equivalent provision of any Deed of Accession and Charge

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

**"Security"** means any mortgage, charge, pledge, lien, assignment by way of security, assignment by way of security or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect

**"Security Agent"** means Lloyds TSB Bank plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

**"Specified Intellectual Property"** means the Intellectual Property described in the list at the end of this Section 6 of this Form LL MG01 entitled "Specified Intellectual Property"

**"Specified Investments"** means, in relation to the Charging Partnership, all Investments which at any time

- (a) represent a holding in a Subsidiary (as defined in the Facilities Agreement) of the Charging Partnership or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",

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CONTINUATION PAGE 11

#### Definitions continued

- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Partnership has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Trustee Account" means any account in respect of which the Guarantor is a trustee and where it has no beneficial interest in balances standing to the credit of such account

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### Specified Intellectual Property

Owner	Trademark	Country	Application no	Registration no	Registration date	Classes	Status
HgCapital LLP	HG	Australia	1179546	1179546	1 Jun 2007	36	Registered
HgCapital LLP	Hg Capital	Australia	1147915	1147915	20 Nov 2006	36	Registered
HgCapital LLP	HG	Canada	1250743	TMA754861	8 Dec 2009	36	Registered
HgCapital LLP	Hg Capital	Canada	1327598			36	Pending
HgCapital LLP	HG	CTM	5527262	5527262	4 Feb 2009	36	Registered
HgCapital LLP	Hg Capital	CTM	2199347	2199347	9 Sep 2002	36	Registered
HgCapital LLP	Hg Capital	CTM	6268941	6268941	2 Oct 2008	36	Registered
HgCapital LLP	HgCapital Mercury	CTM	9873654	9873654	6 Apr 2011	36	Registered
HgCapital LLP	HgCapital Quicksilver	CTM	9873696	9873696	6 Apr 2011	36	Registered
HgCapital LLP	HG	Hong Kong	300882793	300882793	18 Oct 2007	36	Registered
HgCapital LLP	Hg Capital	Hong Kong	300779464	300779464	14 Dec 2006	36	Registered
HgCapital LLP	HG	New Zealand	769571	769571	6 Dec 2006	36	Registered
HgCapital LLP	Hg Capital	New Zealand	759398	759398	24 May 2007	36	Registered
HgCapital LLP	HG	Norway	200706308	242422		36	Registered
HgCapital LLP	Hg Capital	Norway	2001 07202	212750	17 Jan 2002	36	Registered
HgCapital LLP	HG	Switzerland	55890/2007	562489	18 Sep 2007	36	Registered
HgCapital LLP	HG CAPITAL	Switzerland	60520/2006	555 515	15 Feb 2007	36	Registered
HgCapital LLP	HG CAPITAL	United States of America	76/265029	3,137,461	5 Sep 2006	36	Registered

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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**LL MG01**

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

**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

Not applicable

**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. 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.

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. 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 also accept a verified copy where property is situated in another part of UK.

**9****Signature**

Please sign the form here

Signature

Signature

X *Hogan Lewis International LLP.* X

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

# LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



## 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 F3/MJC/ALS

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



## Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 Companies House in respect of 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 LLPs registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

### For LLPs 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 LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as  
applied to the Limited Liability Partnerships (Application of  
Companies Act 2006) Regulations 2009**

LLP NO. OC301825  
CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 MAY 2012  
AND CREATED BY HGCAPITAL LLP FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO  
ALL OR ANY OF THE BENEFICIARIES 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 AS APPLIED TO THE LIMITED LIABILITY  
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)  
REGULATIONS 2009 ON THE 1 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012



Companies House  
— www.gov.uk —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES