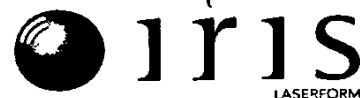


LL MG01

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



225598/65

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
created by an LLP in England and
Wales or Northern Ireland

☒ **What this form is NOT for**
You cannot use this form to
particulars of a mortgage c
for a Scottish LLP
To do this, please use form
LL MG01s

FRIDAY



A42 *A1A5P8OG* 01/06/2012 #15
COMPANIES HOUSE

1 LLP details

LLP number O C 3 0 1 8 2 5

LLP name in full HgCapital LLP
(the "Grantor")

15 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 2 2 0 5 2 0 1 2

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 Security interest agreement relating to HgCapital 5 General Partner (Guernsey) Limited dated 22
May 2012 made between the Grantor (1) in favour of Lloyds TSB Bank plc (in its capacity as
Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form
LL MG01)) (2) (the "Security Interest Agreement")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section
6 of this Form LL MG01)

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 Security Interest Agreement unless otherwise specified. References in this Form LL MG01 to the Security Interest Agreement or to any other document (including any Finance Document) include reference to the Security Interest Agreement, 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 Grantor which protect and further define the charges created by the Security Interest Agreement and which must be read as part of those charges.

Particulars of property mortgaged or charged

1

To the intent that the Security Agent (or its nominee) shall have a security interest in each separate item of Collateral by way of security for the Secured Sums, the Grantor

(a) assigned title to the Collateral to the Security Agent (or its nominee), and

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

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

LL MG01 - continuation page

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

6 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

Covenants and Restrictions contained in the Security Interest Agreement

- 2 By Clause 5 (*Covenants*), the Grantor covenanted and undertook to the Security Agent to the intent that the same shall be continuing covenants and undertakings until the Security Agent's security interest in the Collateral is wholly discharged
- (a) not to attempt to sell, create or permit to subsist any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral other than pursuant to the Security Interest Agreement,
 - (b) promptly to pay all calls and other payments due in respect of the Collateral without cost to the Security Agent and if it fails to do so the Security Agent may elect to make such payments on behalf of the Grantor and any sums so paid by the Security Agent shall be repayable by the Grantor to the Security Agent on demand,
 - (c) not to exercise any of its voting rights, powers and other rights in respect of the Collateral in any manner which varies the rights attaching to or conferred by the Collateral in any way which could reasonably be expected to adversely affect the interests of the Finance Parties under the Finance Documents or which could reasonably be expected to prejudice the value (to a material extent) of or the ability of the Security Agent to realise the security interests created or intended to be created by or pursuant to the Security Interest Agreement in respect of such Collateral,
 - (d) to procure that without the prior written consent of the Security Agent
 - (i) no further shares or other securities are issued by the Company to any person,
 - (ii) no change is made to the Memorandum or Articles of Incorporation of the Company or to the terms of issue of any Affected Securities, and
 - (e) not to nominate any person, other than the Security Agent, to enjoy or exercise any right relating to any of the Collateral

LL MG01 - continuation page

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

6

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

Definitions

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

"Additional Obligor" means a person which becomes an Obligor in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement

"Affected Securities" means the securities which from time to time comprise part of the Collateral

"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)

"Collateral" means

- (a) 10,000 shares of £1 00 each in the capital of the Company including all Derivative Assets,
- (b) all the Grantor's right, title and interest from time to time to and in all such securities and Derivative Assets, and
- (c) any and all further shares in the capital of the Company of which the Grantor may be or become the legal and/or beneficial owner from time to time including all Derivative Assets,

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 the Security Interest Agreement but unless otherwise expressly stated the expression "Collateral" includes all such items of Collateral

"Company" means HgCapital 5 General Partner (Guernsey) Limited a non-cellular company limited by shares incorporated in Guernsey with company number 43736

"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" means any mortgage, charge, assignment, pledge, lien, hypothecation, security interest, trust arrangement, title retention, option, (or any similar third party rights or obligations) or other arrangement having the effect of security

"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)

LL MG01 - continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 3

Definitions continued

"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)

"Obligor" means an Original Obligor or an Additional Obligor

"Original Obligor" means each of the following

- (a) Dogmer4 Limited (England and Wales, 06092715),
- (b) HgCapital LLP (England and Wales, OC301825),
- (c) HgCapital 5 General Partner (Guernsey) Limited (Guernsey, 43736),
- (d) HgCapital 6 General Partner (Guernsey) Limited (Guernsey, 49563),
- (e) Hg Renewable Power GP (Guernsey) Limited (Guernsey, 43726),
- (f) HgCapital RPP2 General Partner (Guernsey) Limited (Guernsey, 51889), and
- (g) HgCapital Mercury General Partner (Guernsey) Limited (Guernsey, 53506)

"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 Obligor 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 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

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 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 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



**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. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 22 MAY 2012 AND CREATED BY
HGCAPITAL LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR 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



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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