

LL MG01

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



iris
LASERFORM

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 register
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

MONDAY



LD2 10/05/2010 199
COMPANIES HOUSE

1

LLP details

LLP number

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

For official use

8

→ 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

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 dated 23 April 2010 in relation to the
limited partnership interest in HgCapital 6 GP Feeder L P Inc (the
"Partnership") made between The Royal Bank of Scotland plc (the "Security
Agent") as security agent, the Debtor as debtor and HgCapital 6 General
Partner (Guernsey) Limited (the "General Partner") as general partner
(the "Security Interest Agreement")

4

Amount secured

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

Amount secured All of the liabilities of the Transaction Obligors
to the Finance Parties from time to time whether
actual or contingent, and whether jointly or
severally, as principal or surety and/or in any
other capacity whatsoever, including without
limitation all liabilities of the Transaction
Obligors under or pursuant to the Finance Documents
(the "Secured Liabilities")

Capitalised terms are defined in the main body of
this form MG01 or in the Appendix to this form
MG01

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 The Royal Bank of Scotland plc

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

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

As specified in Part 1 of the continuation sheets, together with the covenants and restrictions set out in Part 2 of the continuation sheets.

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

N11

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 Macpherson 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 **Siena Gold**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode **E C 4 A 1 L T**

Country **UK**

DX **138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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,
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

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

Part 1 - Property mortgaged or charged

- 1 1 To the intent that the Security Agent shall have a security interest in the LPI by way of security for the Secured Liabilities and in consideration of the payment by the Security Agent to the Debtor of the sum of £1 (one pound) (receipt of which is has been acknowledged), the Debtor has assigned, transferred and otherwise made over to the Security Agent its title to the LPI, the beneficial interest and all other rights of the Debtor in the LPI
- 1 2 If and insofar as the foregoing shall not be effective to create or perfect a security interest in any part of the LPI, the Debtor has agreed that it shall hold the LPI or any relevant part thereof on trust for and to the order of the Security Agent
- 1 3 Without affecting and in addition to the Security Agent's other rights under or pursuant to the Security Interest Agreement, the Debtor to the intent that the Security Agent shall have a first ranking security interest in accordance with the Law has assigned, transferred and otherwise made over to the Security Agent by way of security all of its rights, title and interest in and to the LPI

Part 2 - Other restrictions

- 2 The Debtor has covenanted and undertaken to the Security Agent to the intent that the same shall be continuing covenants and undertakings until the expiry of the Security Period
 - 2 1 not to attempt to sell, create any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the LPI or any interest in or deriving from the LPI,
 - 2 2 promptly to give to the Security Agent copies of any notices or other communications received by it with respect to the LPI,
 - 2 3 promptly to pay all contributions and other payments due in respect of the LPI without cost to the Security Agent,
 - 2 4 to procure that without the prior written consent of the Security Agent
 - (a) no further limited partners are admitted to the Partnership,
 - (b) there is no change to the general partner of the Partnership, and
 - (c) no change is made to the Partnership Agreement or to the terms of the LPI,

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

(b) there is no change to the general partner of the Partnership; and

(c) no change is made to the Partnership Agreement or to the terms of the LPI,

(d) there is no termination in the Partnership Agreement, and

2 5 to provide, or procure the provision of, such financial and other information relating to the Partnership, the LPI or the General Partner as the Security Agent may from time to time require

3 The grant of security interests set out in Clause 2 (Grant of Security Interest) of the Security Interest Agreement by the Debtor shall secure as a continuing security the payment and/or discharge of all the Secured Liabilities The Debtor has covenanted with and undertaken with the Security Agent that it will on demand pay and discharge the Secured Liabilities when due to the Security Agent

4 The security constituted by the Security Interest Agreement shall take effect as a security for the whole and every part of the payment or performance of the Secured Liabilities

5 The Debtor has agreed that from time to time forthwith upon the written request of the Security Agent the Debtor shall promptly execute and deliver to the Security Agent all further instruments and documents which the Security Agent may require for the purpose of obtaining the full benefit of the Security Interest Agreement

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

Appendix - Definitions

In this form MG01

"Agent" means The Royal Bank of Scotland plc,

"Arranger" means The Royal Bank of Scotland plc,

"Borrower" means Dogmer4 Limited;

"Borrower Debenture" means the debenture dated on or about the date of the Facility Agreement granted by the Borrower in favour of the Security Agent,

"Carry Entity" means each of

- (a) MUST 4 Carry L.P ,
- (b) HgCapital 5 General Partner L P ,
- (c) HGT Carry L.P ,
- (d) Hg Renewable Power Carry L P ,
- (e) HgCapital 6 General Partner L P Inc ,
- (f) the Partnership,
- (g) any entity which receives or is to receive any carried interest to which the Debtor is ultimately entitled from a New Fund,

"Co-Investment Entity" means each of

- (a) HgCapital 5 Executive Co-Invest L.P ,
- (b) HgCapital 6 Executive Co-Invest L.P, and
- (c) any entity which, in relation to a New Fund, is the executive and/or Debtor co-investment vehicle in relation to investments made by such New Fund;

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (Form of Compliance Certificate) to the Facility Agreement,

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

"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 return of contribution (including in specie distribution of the Partnership's assets), dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to the LPI 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 in clauses 22.1 to 22.18 (Events of Default) of the Facility Agreement,

"Facility" means the sterling term loan facility described in Clause 2.1 (The Facility) of the Facility Agreement,

"Facility Agreement" means the £45,000,000 facility agreement dated on or around the date of the Security Interest Agreement between, amongst others, the Borrower as borrower, the Debtor as LLP, the Security Agent in various capacities and the financial institutions listed therein as original lenders and original hedge counterparties,

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent (either on its own account or as Agent of the Lenders)/Security Agent and the Borrower) setting out any of the fees referred to in Clause 10 (Fees) of the Facility Agreement or otherwise,

"Finance Document" means the Facility Agreement, the Transaction Party Undertaking, any Security Document, any Fee Letter, any Compliance Certificate, any Utilisation Request, any Selection Notice, any Hedging Agreement, the Hedging Strategy Letter, and any other document designated as such by the Agent provided that where the term "Finance Document" is used in, and construed for the purposes of the Facility Agreement, a Hedging Agreement and the Hedging Strategy Letter shall be a Finance Document only for the purposes of

- (1) the definition of "Material Adverse Effect" in the Facility Agreement,

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

- (ii) the definition of "Transaction Document" in the Facility Agreement,
- (iii) the definition of "Security Documents" in the Facility Agreement,
- (iv) Clause 1 2 13 (Construction) of the Facility Agreement,
- (v) Clause 16 (Guarantee and indemnity) of the Facility Agreement, and
- (vi) Clause 21 22 (Events of Default) (other than Clause 22 19 (Acceleration)) of the Facility Agreement;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Hedge Counterparty or a Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (i) the definition of "Credit Participation" in the Facility Agreement,
- (ii) the definition of "Majority Senior Creditors" in the Facility Agreement,
- (iii) the definition of "Secured Parties" in the Facility Agreement,
- (iv) Clause 1 2 13 (Construction) of the Facility Agreement,
- (v) paragraph (c) of the definition of "Material Adverse Effect" in the Facility Agreement,
- (vi) Clause 16 (Guarantee and indemnity) of the Facility Agreement, and
- (vii) Clause 26 (Role of the Security Agent) of the Facility Agreement,

"Fund Partnership" means each of:

- (a) MUST 4 L.P.,
- (b) MUST 4 'B' L P ,
- (c) MUST 4 GmbH & Co KG,
- (d) HgCapital 5 L P ,

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

- (e) Hg Renewable Power Parnters L P.,
 - (f) each of HgCapital 6 A L P , HgCapital 6 B L P , HgCapital 6 C L P , HgCapital 6 D L P , HgCapital 6 E L P and HGT 6 L P ,
 - (g) HGT L.P., and
 - (h) each New Fund,
- "General Partner"** means each of
- (a) the General Partner,
 - (b) MUST 4 Management GmbH,
 - (c) HgCapital 5 General Partner (Guernsey) Limited,
 - (d) HgCapital 5 General Partner L P.,
 - (e) Hg Renewable Power GP (Guernsey) Limited,
 - (f) Hg Renewable Power GP (Scotland) Limited;
 - (g) HgCapital General Partner (Scotland) Limited,
 - (h) MUST 4 General Partner (Guernsey) Limited;
 - (i) HgCapital 6 General Partner L P. Inc., and
 - (j) each entity that is the general partner (or the general partner of a limited partnership that is the general partner) of a New Fund from time to time,
- "GP Account Charge"** means each of
- (a) the security interest agreement over certain accounts governed by Guernsey law dated on or about the date of the Facility Agreement made between MUST 4 General Partner (Guernsey) Limited (as debtor) and the Security Agent,
 - (b) the security interest agreement over certain accounts governed by Guernsey law dated on or about the date of the Facility Agreement made between HgCapital 5 General Partner (Guernsey) Limited (as debtor) and the Security Agent,

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	<p>(c) the security interest agreement over certain accounts governed by Guernsey law dated on or about the date of the Facility Agreement made between Hg Renewable Power GP (Guernsey) Limited (as debtor) and the Security Agent,</p> <p>(d) the security interest agreement over certain accounts governed by Guernsey law dated on or about the date of the Facility Agreement made between the General Partner (as debtor) and the Security Agent,</p> <p>(e) any other Security over one or more accounts granted in favour of the Security Agent by any entity which is the general partner of a New Fund,</p> <p>"GP Share Pledges" means</p> <p>(a) the Security Interest Agreement,</p> <p>(b) a security interest agreement over certain shares governed by Guernsey law dated on or about the date of the Facility Agreement made between the Debtor (as debtor), IPES Nominees Limited (as nominee) and the Security Agent in respect of the shares in HgCapital 5 General Partner (Guernsey) Limited,</p> <p>(c) a security interest agreement over certain shares governed by Guernsey law dated on or about the date of the Facility Agreement made between the Debtor (as debtor), IPES Nominees Limited (as nominee) and the Security Agent in respect of the shares in Hg Renewable Power GP (Guernsey) Limited,</p> <p>(d) a security interest agreement over certain shares governed by Guernsey law dated on or about the date of the Facility Agreement made between the Debtor (as debtor) and the Security Agent in respect of the shares in the General Partner,</p> <p>(e) any other Security over the shares in any entity which is a general partner of a New Fund granted in favour of the Security Agent,</p>	

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

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor or a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Strategy Letter requires to be hedged,

"Hedge Counterparty" means

- (i) any Original Hedge Counterparty, and
- (ii) any person which has become a Party as a Hedge Counterparty in accordance with Clause 23.8 (Accession of Hedge Counterparties) of the Facility Agreement,

"Hedging Strategy Letter" means the letter dated on or about the date of the Facility Agreement from the Arranger to the Borrower in respect of hedging,

"Hg6 GPLP Security Agreement" means the security interest agreement over the partnership interest held by the Partnership in HgCapital 6 General Partner L P Inc dated on or about the date of the Facility Agreement made between, amongst others, the Partnership and the Security Agent,

"Law" means the Security Interests (Guernsey) Law, 1993;

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (Changes to Lenders) of the Facility Agreement;

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement,

"LLP Debenture" means the debenture dated on or about the date of the Facility Agreement granted by the Debtor in favour of the Security Agent;

"LPI" means all of the Debtor's limited partnership interest in the Partnership and all rights and powers therein and arising therefrom the terms of which are set out in the Partnership Agreement including without limitation all Derivative Assets deriving from or incidental to such limited partnership interest,

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

"**Managers**" means each of any of (as the context requires) Hg Investment Managers Limited, Hg Pooled Management Limited and the Debtor (in its capacity as manager of any Transaction Party),

"**New Fund**" has the meaning given to that term in Clause 20 14 (New Funds) of the Facility Agreement,

"**Obligor**" means the Borrower or the Debtor;

"**Original Hedge Counterparty**" means The Royal Bank of Scotland plc,

"**Original Lender**" means The Royal Bank of Scotland plc,

"**Partnership Agreement**" means the limited partnership agreement dated 27 April 2009 made between the General Partner as general partner and the Debtor as limited partner, as the same may be varied, supplemented, restated or novated from time to time,

"**Party**" means a party to the Facility Agreement;

"**Security**" 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 similar effect,

"**Security Document**" means

- (a) the Borrower Debenture,
- (b) the LLP Debenture,
- (c) the GP Share Pledges,
- (d) the GP Account Charges,
- (e) the Security Interest Agreement,
- (f) the Hg6 GPLP Security Agreement, and
- (g) any other document creating, evidencing or granting Security in favour of the Security Agent in respect of the obligations of the Transaction Obligors under the Finance Documents, each in form and substance satisfactory to the Security Agent,

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

"Security Period" means the period commencing on the date of the Security Interest Agreement and terminating on the date upon which the Security Agent shall have determined that all of the Secured Obligations have been irrevocably paid, performed and discharged in full and the Security Agent has no commitment or liability, whether present or future, in relation to the Finance Documents,

"Security Provider" means each person, other than an Obligor, which grants Security under or pursuant to the Security Documents;

"Selection Notice" means a notice substantially in the form set out in Part 2 of Schedule 3 (*Selection Notice applicable to a Loan*) to the Facility Agreement given in accordance with Clause 8 (*Interest Periods*) of the Facility Agreement,

"Transaction Obligors" means an Obligor or a Security Provider,

"Transaction Party" means each of the Transaction Obligors, the Managers, JK 07 Charitable Trust, the General Partners, the Fund Partnerships, the Carry Entities, the Co-Investment Entities and any other person or entity which is designated as a Transaction Party by the Agent and the Borrower,

"Transaction Party Undertaking" means the letter dated on or about the date of the Facility Agreement addressed to the Finance Parties containing undertakings given by the Managers, the General Partners and the Carry Entities in favour of the Finance Parties including, inter alia, not to agree to take or omit to take any action where such action or omission might be adverse to the interests of the Finance Parties, and

"Utilisation Request" means a notice substantially in the form set out in Part 1 of Schedule 3 (*Requests and Notices*) to the Facility Agreement



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. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 23 APRIL 2010 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 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 10 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2010



Companies House
— for the record —

DX
5A



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES