



Registration of a Charge

LLP name: **HgCapital LLP**

LLP number: **OC301825**



X6IC3AJC

Received for Electronic Filing: **02/11/2017**

Details of Charge

Date of creation: **27/10/2017**

Charge code: **OC30 1825 0022**

Persons entitled: **LLOYDS BANK PLC AS AGENT AND TRUSTEE FOR THE SECURED PARTIES.**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by:

BEATRICE BERGLUND



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC301825

Charge code: OC30 1825 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2017 and created by HgCapital LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 2nd November 2017 .

Given at Companies House, Cardiff on 6th November 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

EXECUTION VERSION
17 October 2017

DOGMER4 LIMITED
and
HGCAPITAL LLP
(as Assignors)

- and -

LLOYDS BANK PLC
(as Security Agent)

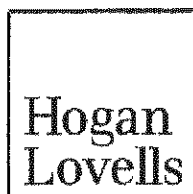
SUPPLEMENTAL DEED OF ASSIGNMENT OF LLP DEED RIGHTS

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me


Name: Beatrixe Berglund

Title: **Solicitor**

Date: 2/11/2017



Matter ref: 10143L/004997
Ref: F3/MJC/F3ALS/5798294

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	2
2. COVENANT TO PAY	3
3. ASSIGNMENT	3
4. INCORPORATION OF PROVISIONS	3
5. NEGATIVE COVENANTS	4
6. ASSIGNOR TO PERFORM	4
7. PROTECTION OF SECURITY AGENT	4
8. THIRD PARTY RIGHTS	4
9. FINANCE DOCUMENT	4
10. COUNTERPARTS	4
11. GOVERNING LAW	4
12. ENFORCEMENT	5
SCHEDULE 1	6
The Assignors	6
SCHEDULE 2	7
Form of Notice and Acknowledgement of Assignment	7

THIS SUPPLEMENTAL DEED OF ASSIGNMENT OF LLP DEED RIGHTS is made on 27 October 2017

BETWEEN:

- (1) The entities named in Schedule 1 (*The Assignors*); and
- (2) Lloyds Bank plc as Security Agent.

WHEREAS:

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Assignors charged by way of fixed and floating charges all or substantially all of its assets to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture.
- (B) Each Assignor is entering into this Deed pursuant to clause 9 (*Further assurance*) of the Debenture in order to grant a legal assignment of the LLP Deed (each term as defined below) to secure the moneys and liabilities covenanted to be paid or discharged by the Assignors in the Debenture.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless the context otherwise requires, words and expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed:

"**Debenture**" means the debenture dated 22 May 2013 entered into between the Assignors and the Security Agent.

"**Facilities Agreement**" means the facilities agreement dated 22 May 2012 as amended and restated pursuant to an amendment and restatement agreement dated 25 July 2013, as amended pursuant to an amendment letter dated 11 March 2014 and as further amended and restated pursuant to amendment and restatement agreements dated 23 November 2015 and on or about the date of this Deed between, among others, Dogmer4 Limited (as the Borrower), Hg Capital LLP and Alderaan Luxembourg S.À R.L. (as the Guarantors), and Lloyds Bank plc (as Arranger, Original Lender, Agent and Security Agent).

"**LLP Deed**" has the meaning given to that term in the Facilities Agreement.

"**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 Assignor to all or any of the Secured Parties under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Secured Party 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.

"**Secured Parties**" has the meaning given to that term in the Facilities Agreement.

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

- 1.2 **Construction:** Clause 1.2 (*Interpretation*) of the Facilities Agreement shall apply to this Deed as if it were expressly set out in this Deed with the necessary changes being made and with each reference in the Facilities Agreement to "this Agreement" (or to like references) being deemed to be a reference to this Deed.

2. COVENANT TO PAY

- 2.1 **Covenant to pay:** Each Assignor repeats the covenant given by it in clause 2 (*Covenant to pay*) of the Debenture that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

- 2.2 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands:

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. ASSIGNMENT

- 3.1 **Assignment:** Each Assignor with full title guarantee, as security for the payment and discharge of all Secured Sums, assigns absolutely to the Security Agent all its rights, title and interest from time to time in respect of the LLP Deed.

- 3.2 **Notice of Assignment:** Each Assignor shall, as soon as possible but in any event within five Business Days from the date of this Deed, execute a notice of assignment in respect of the LLP Deed in substantially the form set out in Part 1 of Schedule 2 (*Form of Notice of Assignment*) and immediately deliver the notice to each counterparty under the LLP Deed.

- 3.3 **Acknowledgement:** The Borrower shall use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Agent of an acknowledgment by the addressees of the notices delivered to them pursuant to Clause 3.2 (*Notice of Assignment*) above.

- 3.4 **Proviso for Redemption:** Once all Secured Sums have been irrevocably repaid and discharged in full, the Security Agent will, on the written request of each Assignor, reassign to the Assignor all rights, title and interest in the LLP Deed, at the sole cost and expense of each Assignor.

4. INCORPORATION OF PROVISIONS

This Deed has been executed by the parties as a supplement to the Debenture. All of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by this Deed and for defining and enforcing the rights of the parties under this Deed as if such covenants,

provisions and powers had been set out in full in this Deed, with the appropriate changes having been made.

5. NEGATIVE COVENANTS

Each Assignor covenants with the Security Agent that it will not without the prior written consent of the Security Agent create or permit to subsist any Security over the LLP Deed, apart from Permitted Security and Security given under the Finance Documents.

6. ASSIGNOR TO PERFORM

Notwithstanding the contents of this Deed, each Assignor will remain liable to perform all the obligations assumed by it under the LLP Deed. The Security Agent will not:

- (a) be under any obligation or liability in respect of the LLP Deed by reason of this Deed or anything arising out of this Deed;
- (b) in any manner be required to assume any obligation to perform any obligation of an Assignor (including payment obligations) under or pursuant to the LLP Deed; or
- (c) be required to enforce any term or condition of the LLP Deed against HgCapital LLP or any other person.

7. PROTECTION OF SECURITY AGENT

Notwithstanding the assignments contained in this Deed the Security Agent will not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the LLP Deed or to make any claim or take any other action to collect any monies or to enforce any rights and benefits assigned by this Deed or to which the Security Agent may at any time be entitled under this Deed.

8. THIRD PARTY RIGHTS

Exclusion of Contracts (Rights of Third Parties) Act 1999: No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed.

9. FINANCE DOCUMENT

This Deed is designated as a Finance Document by the Security Agent and each Assignor.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

11. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

12. ENFORCEMENT

- 12.1 The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**")), only where such Dispute is the subject of proceedings commenced by each Assignor.
- 12.2 Where a Dispute is the subject of proceedings commenced by one or more Secured Parties, the Secured Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If an Assignor raises a counter-claim in the context of proceedings commenced by one or more of the Secured Parties, such Assignor shall bring such counter-claim before the court seized of the Secured Party's claim and no other court.
- 12.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Secured Party from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- 12.4 To the extent allowed by law, each Assignor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed and delivered as a deed and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

The Assignors

Name of Chargor	Registered Number	Address for Service and Fax Number
Dogmer4 Limited Dogmer4	06092715	2 More London Riverside London SE1 2AP Fax: +44 (0)20 7089 7999
HgCapital LLP	OC301825	2 More London Riverside London SE1 2AP Fax: +44 (0)20 7089 7999

Provenance
Hogan
Lovells
International
LLP
authorised
on behalf
of the
Parties.

SCHEDULE 2

Form of Notice and Acknowledgement of Assignment

Part 1 - Form of Notice of Assignment of LLP Deed

To: [*Counterparty*]

[*date*]

Dear Sirs,

NOTICE OF ASSIGNMENT

We refer to the Debenture (the "**Debenture**") dated 22 May 2012 and the Supplemental Assignment (the "**Supplemental Assignment**") dated [***] 2017 (the Debenture and the Supplemental Assignment together referred to as the "**Security Documents**") made between inter alia, Lloyds Bank plc (the "**Security Agent**") and ourselves. Terms defined in the Security Documents are to have the same meanings in this letter.

We hereby give you notice that we have assigned all our rights, title and interest in and to the [LLP Deed] (the "**Agreement**") to the Security Agent by Clause 3.1 (*Assignment*) of the Supplemental Assignment.

We notify you that:

- (a) we may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
- (b) until you receive written notice to the contrary from the Security Agent you may continue to deal with us in relation to the Agreement. After receipt of such notice we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Security Agent; and
- (c) you are authorised to disclose information relating to the Agreement to the Security Agent on request.

We request that you:

- (i) after receipt of written notice in accordance with paragraph (b) above, ensure that all monies to which we are entitled under the Agreement are credited to the account of the Security Agent specified in that notice (and are not paid to us);
- (ii) give the Security Agent written notice of any breach of the Agreement as soon as you become aware of it; and
- (iii) give the Security Agent written notice upon your deciding to exercise any right to terminate the Agreement or as soon as you become aware of any proposed termination of the Agreement.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref F3/MJC/F3ALS/10143L.004997) and to Lloyds Bank plc, Lloyds Banking Group, Global Funds, First Floor, 10 Gresham Street, London EC2V 7AE marked for the attention of Roger Fox / Mark Jackson.

Signed

.....
for and on behalf of
[*relevant Chargor*]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP
Atlantic House
London EC1A 2FG

Ref: [***]

To: Lloyds Bank plc

For the attention of: Roger Fox / Mark Jackson.

ACKNOWLEDGEMENT

We, [*** Counterparty***] hereby acknowledge receipt of a notice of assignment from [the relevant Chargor] of which the attached is a copy (the "**Notice of Assignment**").

We confirm that:

- (a) we have not received notice of any other assignment of the Agreement described in the Notice of Assignment or any interest therein; and
- (b) we will act in accordance with the instructions given by [the relevant Chargor] in the Notice of Assignment.

For and on behalf of

.....
[*** Counterparty ***]

Dated:

EXECUTION PAGE

THE CHARGORS

Executed and delivered as a Deed by
Dogmer4 Limited (pursuant to a
resolution of its Board of Directors)
acting by:

)
)
)
)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

Executed and delivered as a Deed by
HgCapital LLP (pursuant to a
resolution of its Members) acting by:

)
)
)

[Redacted Signature]

Attorney

[Redacted Signature]

Attorney

THE SECURITY AGENT

Signed by
for and on behalf of **Lloyds Bank plc**

)
)
)

Authorised Signatory

Address details: Lloyds Banking Group
Global Funds
First Floor
10 Gresham Street
London EC2V 7AE

Attention: Roger Fox / Mark Jackson.

EXECUTION PAGE

THE CHARGORS

Executed and delivered as a Deed by)
Dogmer4 Limited (pursuant to a)
resolution of its Board of Directors))
acting by:)

Director

Director/Secretary

Executed and delivered as a Deed by)
HgCapital LLP (pursuant to a)
resolution of its Members) acting by:)

Attorney

Attorney

THE SECURITY AGENT

Signed by *Mark Jackson*)
for and on behalf of **Lloyds Bank plc**)
)

Authorised Signatory

Address details: Lloyds Banking Group
Global Funds
First Floor
10 Gresham Street
London EC2V 7AE

Attention: Roger Fox / Mark Jackson.