

# LL MR01

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

2 340 83 / 13

# Laserform

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form LL MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record. **Do not send the original**



A06 \*A4L38KY9\* 27/11/2015 #123  
COMPANIES HOUSE

### 1 LLP details

LLP number

LLP name in full

21 For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

## Trustee statement ①

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form LL MR06)

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## Signature

Please sign the form here

Signature

Signature

X *Hagen Law Services LLP* X  
Solicitors for the Security Agent

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

# LL MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name F3/MJC/AGJCS

LLP name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode 

E	C	1	A	2	F	G
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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 LLP's 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 entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



## 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 each mortgage or charge filed on paper.**

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 [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

LLP number: OC301825

Charge code. OC30 1825 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2015 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) Regulations 2009 on 27th November 2015

*DL*

Given at Companies House, Cardiff on 2nd December 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Execution Version  
Dated

23

November 2015

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: [Signature]  
Title: Solicitor Juan Antonio

Date: 26/11/15.

FJH.  
Hogan Lovells International LLP (Ref  
Atlantic House, Holborn Viaduct, London EC1A 2FG)



Matter ref 10143L/004997  
Ref F3/MJC/AGJCS/4845502

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

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Hogan Lovells

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THIS SUPPLEMENTAL DEED OF ASSIGNMENT OF LLP DEED RIGHTS is made on **23** November 2015

**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/or restated pursuant to an amendment and restatement agreement dated 25 July 2013, an amendment letter dated 11 March 2014 and an amendment and restatement agreement dated 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**

<b>Name of Chargor</b>	<b>Registered Number</b>	<b>Address for Service and Fax Number</b>
Dogmer 4 Limited	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

**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 [\*\*\*] 2015 (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/AGJCS/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 Kellie Light/Greg Sidlow

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 Kellie Light/Greg Sidlow

**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 )

\_\_\_\_\_  
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 )  
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              Kellie Light/Greg Sidlow

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 Kellie Light/Greg Sidlow