

# MG01

## Particulars of a mortgage or charge

650139/416



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  
in England and Wales or Northern  
Ireland



#### What this form is NOT

You cannot use this for  
particulars of a charge  
company. To do this, p  
form MG01s

THURSDAY



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22/12/2011

#293

COMPANIES HOUSE

for official use

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1

### Company details

Company number

0 3 5 6 5 6 7 3

Company name in full

Duke Street General Partner Limited (the "Company")

#### → Filing 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

d1 d2 m1 m2 y2 y0 y1 y1

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

A Scottish law assignment agreement dated 12 December 2011 and made between the Company  
as general partner of Duke Street VI No 4 Limited Partnership, (the "Assignor") (1), the Company  
(2), and Investec Bank plc (the "Security Agent") (3) (the "Assignment")

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### Amount secured

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

Amount secured

All present and future moneys, obligations and liabilities owed by DS4 to the Secured  
Parties, whether actual or contingent and whether owed jointly or severally, as  
principal or surety and/or in any other capacity whatsoever under or in connection with  
the Finance Documents the ("Secured Liabilities")

References in the Assignment to the Secured Liabilities shall be construed so as to  
include the liabilities of DS4 to the Secured Parties in respect of (i) the liabilities of  
each of the Initial Borrowers to the Lender under the Facilities Agreement in respect  
of Facility A, Facility B and Facility C (respectively), (ii) the liabilities of each New  
Facility Borrower in respect of any New Facility made available by the Lender to such  
New Facility Borrower under the Facilities Agreement, as specified in the relevant  
New Facility Request, (iii) any increase or reduction in any facility made available by  
the Lender under the Facilities Agreement and/or any alteration and/or addition to the  
purposes for which any such facility, or increased or reduced facility, may be used,  
(iv) any rescheduling or any Secured Liabilities, whether in isolation or in connection  
with any of the foregoing, and (v) any combination of any of the foregoing

The Assignment secures further advances made under or pursuant to the terms of the  
Finance Documents

#### Continuation page

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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 Investec Bank

Address 2 Gresham Street

London

Postcode E C 2 V 7 Q P

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

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## Particulars of a mortgage or charge

### 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 Nil

### 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 (section 860). 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 (section 870).

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 (section 866). 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 section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Macfarlane LLP

X

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

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## Particulars of a mortgage or charge



### 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 Ben Squires/624098

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 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 Company'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 company 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(s) 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 each 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 companies registered in England and Wales

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

#### For companies 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 companies 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)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>PART 1</b></p> <p style="text-align: center;"><b>Definitions</b></p> <p>All capitalised terms in this form are defined in the main body of this form or in the Appendix to this form</p> <p>In this Form MG01, the following words and expressions shall have the same meanings respectively set out against them below</p> <p><b>Borrower</b> each Initial Borrower or any New Facility Borrower,</p> <p><b>Collection Accounts</b> such bank accounts as listed in schedule 8 of the Facilities Agreement,</p> <p><b>Creditors</b> the Lenders and the Hedge Counterparties,</p> <p><b>DS4</b> Duke Street VI No 4 Limited Partnership</p> <p><b>Existing Assignment</b> the English law assignment dated 11 March 2011 entered into by the Company in its own capacity and as general partner of each of the Guarantors in favour of the Lender,</p> <p><b>Existing Security Documents</b> each of the Existing Security Interest Agreements and the Existing Assignment,</p> <p><b>Existing Security Interest Agreements</b> each of the Guernsey law security interest agreements dated 14 March 2011 entered into by the Company in its own capacity and as general partner of each of the Guarantors in favour of the Lender in respect of the Collection Accounts,</p> <p><b>Facility</b> Facility A, Facility B, Facility C and/or a New Facility,</p> <p><b>Facility A</b> the term loan facility made available by the Lender under clause 2 1 (<i>The Facilities</i>) of the Facilities Agreement,</p> <p><b>Facility B</b> the multi-draw term loan facility made available by the Lender under clause 2 1 (<i>The Facilities</i>) of the Facilities Agreement,</p> <p><b>Facility B Borrower</b> DS Payzone Limited Partnership,</p> <p><b>Facility B Loan</b> the aggregate outstanding principal amount for the time being of the loans made or to be made under Facility B for the purposes set out in clause 2 3 2 (<i>Purpose</i>) of the Facilities Agreement (other than clause 2 3 3 4 (<i>Purpose</i>) of the Facilities Agreement),</p> <p><b>Facility C</b> the term loan facility made available by the Lender under clause 2 1 (<i>The Facilities</i>) of the Facilities Agreement,</p> <p><b>Facilities Agreement</b> the facilities agreement made between (among others) DS Woodstock Limited Partnership, DS Payzone Limited Partnership, DS Marlin Limited Partnership, the Guarantors and the Security Agent dated 12 December 2011,</p> <p><b>Finance Documents</b> the Facilities Agreement, the Security Documents, any New Facility Finance Document, any Hedging Agreement, any Hedging Letter, the Intercreditor Agreement and any other document designated a "Finance Document" by the Lender and the Obligors which are party thereto,</p> <p><b>Guarantors</b> Duke Street VI No 1 Limited Partnership, Duke Street VI No 2 Limited Partnership,</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Duke Street VI No 3 Limited Partnership and Duke Street VI No 4 Limited Partnership each acting by the Company as general partner,</p> <p><b>Guarantor Limited Partnership Agreements</b></p> <ul style="list-style-type: none"> <li>(a) the amended and restated deed of limited partnership in respect of DS4 dated 14 June 2007, and entered into by (1) the Company (2) Duke Street Capital VI Fund Investment Limited Partnership (3) Duke Street Investment Management Limited and (4) the limited partners referred to therein,</li> <li>(b) the amended and restated deed of limited partnership in respect of Duke Street VI No 1 Limited Partnership dated 14 June 2007, and entered into by (1) the Company (2) Duke Street Capital VI Fund Investment Limited Partnership and (3) the limited partners referred to therein,</li> <li>(c) the amended and restated deed of limited partnership in respect of Duke Street VI No 2 Limited Partnership dated 14 June 2007, and entered into by (1) the Company (2) Duke Street Capital VI Fund Investment Limited Partnership and (3) the limited partners referred to therein, and</li> <li>(d) the amended and restated deed of limited partnership in respect of Duke Street VI No 3 Limited Partnership dated 14 June 2007, and entered into by (1) the Company (2) Duke Street Capital VI Fund Investment Limited Partnership and (3) the limited partners referred to therein,</li> </ul> <p><b>Hedge Counterparty:</b> Investec Bank plc,</p> <p><b>Hedging Agreement</b> any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by a Borrower and the Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to a Facility which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, a Borrower is required to hedge in accordance with terms of a Hedging Letter,</p> <p><b>Hedging Letter</b> each letter dated 12 December 2011 to be made between a Borrower and the Lender describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of such Borrower of, and in relation to, the Facility of such Borrower,</p> <p><b>Initial Borrowers:</b> DS Woodstock Limited Partnership, DS Payzone Limited Partnership and DS Marlin Limited Partnership,</p> <p><b>Initial SLP GP:</b> DS SLP GP Limited,</p> <p><b>Initial SLP GP Chargor:</b> Duke Street Private Equity Limited,</p> <p><b>Initial SLP2s:</b> DS Woodstock 2 Limited Partnership, DS Payzone 2 Limited Partnership, DS Marlin 2 Limited Partnership and DS wagamama 2 Limited Partnership,</p> <p><b>Initial SLP Manager:</b> Duke Street LLP,</p> <p><b>Intercreditor Agreement</b> the intercreditor agreement in the agreed form entered into on 12 December 2011 between among others, the Lender, the Security Agent, the Initial Borrowers,</p> <p><b>Lender</b> Investec Bank plc,</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p><b>Limited Partner:</b> as such term is defined in the Partnership Agreement,</p> <p><b>New Facility</b> a term loan facility made available by the Lender to a New Facility Borrower in accordance with clause 2 2 (<i>New Facility</i>) of the Facilities Agreement,</p> <p><b>New Facility Borrower</b> in relation to each New Facility, the entity specified in a New Facility Request as a "New Facility Borrower" for such New Facility and which becomes a New Facility Borrower in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement,</p> <p><b>New Facility Borrower GP</b> in relation to a New Facility Borrower (to the extent that it is a limited partnership), the general partner of such New Facility Borrower which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such general partner is already party to the Facilities Agreement as general partner of a Borrower or an SLP2),</p> <p><b>New Facility Borrower GP Chargor</b> in relation to a New Facility Borrower GP, the entity which owns the shares, membership interests, partnership interests or equivalent equity interests in such New Facility Borrower GP which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such entity is already party to the Facilities Agreement as an SLP GP Chargor in relation to an SLP GP),</p> <p><b>New Facility Borrower Limited Partnership Agreement</b> in relation to a New Facility Borrower which is a limited partnership, the deed of limited partnership in respect of such New Facility Borrower and entered into between (among others) the relevant New Facility Borrower GP and the limited partners of that New Facility Borrower, as referred to therein,</p> <p><b>New Facility Borrower Manager</b> in relation to a New Facility Borrower (to the extent that it is a limited partnership), the manager of such New Facility Borrower in respect of the relevant New Facility Borrower Limited Partnership Agreement which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such manager is already party to the Facilities Agreement as manager of a Borrower or an SLP2),</p> <p><b>New Facility Finance Document:</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>New Facility Request:</b> a request in relation to a New Facility substantially in the form set out in schedule 7 (<i>New Facility Request</i>) of the Facilities Agreement,</p> <p><b>New Facility SLP2</b> in relation to each New Facility Borrower, the entity specified in a New Facility Request as a "New Facility SLP2" for such New Facility and which is the direct subsidiary of such New Facility Borrower which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement</p> <p><b>New Facility SLP2 GP</b> in relation to a New Facility SLP2, the general partner of such New Facility SLP2 which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such general partner is already party to the Facilities Agreement as general partner or manager to a Borrower or SLP2),</p> <p><b>New Facility SLP2 GP Chargor</b> in relation to a New Facility SLP2 GP, the entity which owns the shares, membership interests, partnership interests or equivalent equity interests in such New Facility SLP2 GP which accedes to the Facilities Agreement in accordance with clause 23 3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such entity is already party to the Facilities Agreement as an SLP GP Chargor in relation to an SLP GP),</p> <p><b>New Facility SLP2 Manager</b> in relation to a New Facility SLP2, the manager of such New Facility</p>

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### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>SLP2 which accedes to the Facilities Agreement in accordance with clause 23.3 (<i>New Facility Borrower Accession</i>) of the Facilities Agreement (unless such manager is already party to the Facilities Agreement as a manager or general partner of a Borrower or an SLP2),</p> <p><b>Obligors</b> each Borrower, each Guarantor, each SLP GP, each SLP GP Chargor, each SLP Manager, the Company and Waga SLP1,</p> <p><b>Partnership:</b> means the Facility B Borrower,</p> <p><b>Partnership Agreement</b> the amended and restated limited partnership agreement dated 12 December 2011 amending and restating the deed of limited partnership in respect of the Facility B Borrower dated 7 November 2011, and entered into between (1) the Initial SLP GP and (2) the limited partners as referred to therein,</p> <p><b>Partnership Receivables</b> all sums of money, receivables, payments, repayments, distributions and other book debts whatsoever payable or to become payable by or on behalf of the Partnership to or for the account of the Assignor pursuant to the Partnership Agreement whether in respect of its interest as a Limited Partner in the Partnership or otherwise, and all rights and claims of the Assignor in respect thereof and the debt represented thereby,</p> <p><b>Permitted Security:</b> any Security Interest arising</p> <ul style="list-style-type: none"> <li>(a) under any of the Finance Documents or otherwise in favour of the Security Agent or the Lender, including, prior to the drawdown of a Facility B Loan under clause 2.3.2.1 (<i>Facility B</i>), under the Existing Security Documents,</li> <li>(b) mandatorily by operation of law, or</li> <li>(c) under clause 10.2(b) of each of the Guarantor Limited Partnership Agreements,</li> </ul> <p><b>Secured Parties</b> the Security Agent, any receiver or delegate and each of the Creditors from time to time but, in the case of each Creditor, only if it is a party to the Facilities Agreement or has acceded to the Facilities Agreement, in the appropriate capacity, pursuant to clause 14.4 (<i>Creditor Accession Undertaking</i>) of the Intercreditor Agreement,</p> <p><b>Security Documents</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>Security Interest</b> any mortgage, charge (fixed or floating), pledge, lien, hypothecation, security trust, assignment by way of security, assignation, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) intended to confer security,</p> <p><b>SLP GPs</b> the Initial SLP GP, any New Facility Borrower GP and any New Facility SLP2 GP,</p> <p><b>SLP GP Chargors</b> the Initial SLP GP Chargor, any New Facility Borrower GP Chargor and any New Facility SLP2 GP Chargor,</p> <p><b>SLP Managers</b> the Initial SLP Manager, any New Facility Borrower Manager or any New Facility SLP2 Manager,</p> <p><b>SLP2s</b> the Initial SLP2s and each New Facility SLP2, and</p> <p><b>Waga SLP1</b> DS wagamama Limited Partnership</p> <p>Any reference to a Finance Document or any other agreement or instrument is a reference to that</p>



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Assignment or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent

### Short particulars of all property mortgaged or charged

The Assignor as a continuing security for the payment and discharge of all the Secured Liabilities assigned absolutely by way of security to the Security Agent its whole right, title, interest and benefit in, to and under the Partnership Agreement and the Partnership Receivables (collectively the "Assigned Rights")

### PART 2

### Restrictions

The Assignor undertook to the Security Agent that during the continuance of the Assignment it would not (without the prior written consent of the Security Agent or as otherwise permitted by the Finance Documents) -

- 1 1 create or purport to create or permit to subsist any Security Interest (other than a Permitted Security) on or over its interest in the Partnership Agreement or the Partnership Receivables or any part thereof or interest therein,
- 1 2 sell, transfer or otherwise dispose of or cease to exercise control of, its interest in the Partnership Agreement or the Partnership Receivables or any part thereof or interest therein or attempt or agree so to do,
- 1 3 agree to any amendment or variation of the Partnership Agreement which would, or could reasonably be expected to, materially and adversely affect the interests of the Security Agent or the Secured Parties under the Finance Documents, or agree to the termination of the Partnership Agreement,
- 1 4 exercise (or purport to exercise) any voting or other rights in respect of its interest as a Limited Partner in the Partnership in any way which would, or could reasonably be expected to, (i) prejudice the Security Agent's Security Interest under the Assignment or the ability of the Security Agent to enforce the Security Interest constituted by the Assignment, or (ii) materially prejudice the value of the Assigned Rights, or (iii) result in a contravention of the Finance Documents,
- 1 5 cause the Initial SLP GP to be removed as general partner or to transfer its interest as general partner in the Facility B Borrower or the Initial SLP Manager to be removed as manager or transfer its interest as manager in the Facility B Borrower



FILE COPY

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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 3565673  
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNATION DATED 12  
DECEMBER 2011 AND CREATED BY DUKE STREET GENERAL  
PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM DS4 TO THE SECURED PARTIES 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 ON THE 22 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES