

MG01

Particulars of a mortgage or charge

53/013/13



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

WEDNESDAY



LD5 *L8X9OSO3* 46
23/03/2011
COMPANIES HOUSE

1 Company details

Company number 0 3 5 6 5 6 7 3

Company name in full DUKE STREET GENERAL PARTNER LIMITED (the "Company")

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d₁ d₁ m₀ m₃ 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 Security Assignment dated 11 March and made between Duke Street VI No 1 Limited Partnership, Duke Street VI No 2 Limited Partnership, Duke Street VI No 3 Limited Partnership, Duke Street VI No 4 Limited Partnership and Parallel Private Equity Duke Street Limited Partnership (each a "Borrower" and together the "Borrowers") (1), the Company (2), and Investec Bank plc (the "Assignee") (3) (the "Security Assignment")

4 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 the Borrowers (or any of them) to the Assignee, 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 and (for the avoidance of doubt) such monies, obligations and liabilities include all those that may arise pursuant to clause 17.3 (*Discharge conditional*) of the Security Assignment

All capitalised terms in this form are defined in the main body of this form or in the Appendix to this form

Continuation page

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

MG01

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 plc

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

MG01

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

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (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

MG01

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 Adam Porter

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 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 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

MG01 - continuation page

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

PART 1

Definitions

In this Form MG01, the following words and expressions shall have the same meanings respectively set out against them below

Assigned Rights. all rights and other assets assigned by each Assignor to the Assignee under clause 3.1 (*Assignment*) of the Security Assignment,

Assignors: each Borrower and the Company,

Bank Accounts each Collection Account and each other bank account of each Borrower, in each case with Northern Trust (Guernsey) Limited as set out in Schedule 8 (Bank Account Details) of the Facility Agreement,

Borrower Fund Documents: in relation to each Borrower, the relevant Limited Partnership Agreement and all instruments and documents constituting that Borrower, including the certificate of registration of limited partnership (in the jurisdiction in which that Borrower is constituted), each deed of adherence in respect of the relevant Limited Partnership Agreement and the side letters (if any) entered into between any Limited Partner and that Borrower (or the Company on its behalf),

Business Days a day (other than a Saturday or a Sunday) on which banks are open for general business in London and any TARGET Day,

Co-Investment Partnership Duke Street Capital VI Fund Investment Limited Partnership,

Collection Account the Bank Account of each Borrower which has been designated and notified to the Lender by such Borrower as its "**Collection Account**",

Company Documents the memorandum and articles of association of the Company and all documents and instruments constituting the Company including its certificate of incorporation and any certificate of incorporation on change of name,

Drawdown Notices: has the meaning given to it in the relevant Limited Partnership Agreement,

Facility Agreement: the facility agreement dated 11 March 2011 and made between, amongst others, the Assignors and the Assignee relating to the provision of certain term loan and letter of credit facilities to the Borrowers,

Finance Documents: the Facility Agreement, the Security Documents, any Letter of Credit, each New Facility Request and any other documents designated a "**Finance Document**" by the Lender and the Borrower

Fund Documents the Borrower Fund Documents, the Company Documents as applicable, or all of them as the case may be (and including, for the avoidance of doubt, all co-investment agreements governing the relationship between the Borrower and the Co-Investment Partnership, or any of them),

Letter of Credit.

- (a) a letter of credit, in a form requested by the Obligor's Agent and agreed by the Lender, or
- (b) any guarantee, indemnity or other instrument in a form requested by the Obligor's Agent

MG01 - continuation page

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>and agreed by the Lender,</p> <p>Limited Partner. has the meaning given to it in the relevant Limited Partnership Agreement,</p> <p>Limited Partnership Agreement:</p> <p>(a) 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 the Company (1) Duke Street Capital VI Fund Investment Limited Partnership (2) Duke Street Capita Investment Management Limited (3) and the limited partners referred to therein (4),</p> <p>(b) 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 the Company (1) Duke Street Capital VI Fund Investment Limited Partnership (2) and the limited partners referred to therein (3),</p> <p>(c) 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 the Company (1) Duke Street Capital VI Fund Investment Limited Partnership (2) and the limited partners referred to therein (3),</p> <p>(d) the amended and restated deed of limited partnership in respect of Duke Street VI No 4 Limited Partnership dated 14 June 2007, and entered into by the Company (1) Duke Street Capital VI Fund Investment Limited Partnership (2) and the limited partners referred to therein (3), and</p> <p>(e) the amended and restated deed of limited partnership in respect of Parallel Private Equity Duke Street Limited Partnership dated 20 September 2007, and entered into by the Company (1) Parallel Private Equity L P (2) Duke Street Capital Parallel Fund Investment Limited Partnership (3) and St James Limited Partnership (4) (the "Parallel LPA"),</p> <p>and "Limited Partnership Agreement" means any of them,</p> <p>LP Commitments. has the meaning given to "Commitment" in the relevant Limited Partnership Agreement,</p> <p>New Facility: a term loan facility made available by the Lender in accordance with clause 2.2 (<i>New Facility</i>) of the Facility Agreement,</p> <p>New Facility Request a request in relation to a New Facility substantially in the form set out in schedule 7 (<i>New Facility Request</i>) of the Facility Agreement,</p> <p>Obligor. each Borrower and the Company,</p> <p>Obligor's Agent: the Company, appointed to act on behalf of each Borrower in relation to the Finance Documents pursuant to clause 2.4 (<i>Obligors' Agent</i>) of the Facility Agreement,</p> <p>Secured Liabilities all present and future moneys, obligations and liabilities owed by the Borrowers (or any of them) to the Lender, 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 and (for the avoidance of doubt) such monies, obligations and liabilities include all those that may arise pursuant to clause 17.3 (Discharge conditional) of the Security Assignment,</p> <p>Security Documents: the Security Assignment, the Security Interest Agreements and any other document entered into by any Obligor creating or expressed to create any Security Interest over all or any part of its assets or granting or purporting to grant a guarantee, in each case in respect of the obligations of any of the Borrowers to the Lender,</p> <p>Security Interest: any mortgage, charge (fixed or floating), pledge, lien, hypothecation, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) intended to confer</p>	

MG01 - continuation page

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

security,

Security Interest Agreements each of the security interest agreements dated on 14 March 2011 and made between the relevant Borrower, the Company and the Lender in respect of the Bank Accounts,

TARGET 2 the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007,

TARGET Day any day on which TARGET 2 is open for settlement of payments in euro,

Uncalled Commitments at the relevant date in relation to a Limited Partner, the aggregate of

- (a) the total amount of undrawn LP Commitments which remain available for the Company to call from that Limited Partner by delivering one or more Drawdown Notices, and
- (b) the amount of undrawn LP Commitments that the Company has requested from that Limited Partner by delivering a Drawdown Notice provided that on the date that is the earlier of (i) the date 2 Business Days after the date on which the amount of moneys requested in such Drawdown Notice are due (as expressed in such Drawdown Notice) and (ii) the date on which the moneys requested in such Drawdown Notice are received by the Borrower, the amount of moneys requested in that Drawdown Notice shall no longer be included in determining the Uncalled Commitments,

Short particulars of all property mortgaged or charged

As a continuing security for the payment and discharge of the Secured Liabilities the Company with full title guarantee, assigned to the Assignee absolutely by way of mortgage all its right, title, interest and benefit in and to

- 1 1 the right to deliver notices to each of the Limited Partners calling for Uncalled Commitments pursuant to each Limited Partnership Agreement,
- 1 2 the right to enforce payment of Uncalled Commitments and exercise any remedy with respect thereto, and
- 1 3 any and all other claims or rights on any account whatsoever which the Company may have under or in connection with the Uncalled Commitments

PART 2

Restrictions

The Company covenanted that it will not at any time, without the prior written consent of the Assignee and except as permitted under the Facility Agreement

- 1 1 create or purport to create or permit to subsist any Security Interest (other than as created under the Security Documents) on or in relation to the Assigned Rights or any Security Interest on or in relation to any Limited Partnership Agreement,
- 1 2 assign, transfer or otherwise dispose of, or purport to assign, transfer or otherwise dispose of, all or any part of its right, title or interest in or to the Assigned Rights other than pursuant hereto,
- 1 3 amend, vary, waive or terminate, or acquiesce in any amendment, variation, waiver or termination of, the Assigned Rights, save to the extent permitted under the Finance Documents, or

MG01 - continuation page

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

- 1 4 take any action (or omit to take any action) available to it under any Fund Document where such action (or failure to take such action) would prevent or jeopardise the ability of the Assignee to receive any sums payable to the Assignee (or as it may direct) under this assignment



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
11 MARCH 2011 AND CREATED BY DUKE STREET GENERAL
PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWERS (OR ANY OF THEM) TO
INVESTEC BANK 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 ON THE 23 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MARCH 2011

