

# M

COMPANIES FORM No. 395

# 395

CHWP000

Please do not  
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legibly, preferably  
in black type, or  
bold block lettering

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage  
or charge.

Pursuant to section 395 of the Companies Act 1985

223786/13

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

7

FC026157

Name of company

\* insert full name  
of Company

\* Merrill Lynch International Bank Limited ("MLCMBL")

Date of creation of the charge

✓ 22 May 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

✓ Security Agreement between AQP and MLCMBL (the "Security Agreement").

Amount secured by the mortgage or charge

67  
All present and future obligations and liabilities of MLCMBL to AQP under the Security Agreement  
and the Confirmation incorporating and subject to the terms of the ISDA Agreement (whether actual  
or contingent, joint or several).

Names and addresses of the mortgagees or persons entitled to the charge

✓ Acquedotto Pugliese SpA ("AQP")

Via Cognetti 36

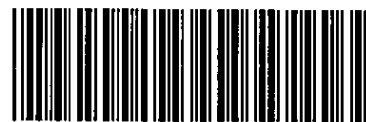
Bari, Italy

Postcode 70121

Presenter's name address and  
reference (if any) :Dewey & LeBoeuf, No.1 Minster  
Court, Mincing Lane, London  
EC3R 7YL (ref:780253.677353)For official Use (02/06)  
Mortgage Section

Post room

THURSDAY



\*L5ROIA85\*

LD3

28/05/2009

40

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

MLCMBL has assigned, transferred, pledged and granted to AQP a continuing security interest in, continuing lien on, and charge over, all of MLCMBL's rights over the Security Assets, including the Account Property (the "Security Interest").

Negative Pledge:

MLCMBL has undertaken to AQP that: (i) it will not create or permit to subsist any Security Interest on any Security Asset other than Permitted Security Interests; (ii) it will not take or permit the taking of any action whereby the rights comprising all or any part of the Security Assets are altered, without the prior written consent of AQP and (iii) it will not sell, transfer or otherwise dispose of any of the Security Assets in any way except in accordance with the express terms of the Security Agreement or the Master Agreement, as applicable.

Definitions:

(CONTINUED ON CONTINUATION SHEET)

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

+95

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Dereen O'Leary*

Date

28/5/09

On behalf of ~~[company]~~ [mortgagee/chargee]†

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



Please do not  
write in this  
binding margin

## COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Company number

FC026157

Name of company

Merrill Lynch International Bank Limited ("MLCMBL")

Limited \*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

"Account" has the meaning given to it in the Collateral Account Control Agreement.

"Account Property" means: (i) all security entitlements with respect to financial assets on deposit in or credited to the Account; (ii) all investment property, financial assets, instruments, funds, credit balances, and other property held in or credited to the Account; (iii) all property of any kind delivered to the Securities Intermediary or otherwise in the possession or control of the Securities Intermediary under the Collateral Account Control Agreement; and (iv) all dividends, distributions, interest, gain, profits, income and proceeds received in respect of any of the foregoing.

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

"Collateral Account" means the account opened by MLCMBL with the Custodian in its own name into which a portfolio of securities (as more particularly described and set out in the Confirmation) shall be deposited from time to time in accordance with the Confirmation, Clause 2 of the Security Agreement and the Collateral Account Control Agreement.

"Collateral Account Control Agreement" means the agreement dated 22 May 2009 between MLCMBL, Merrill Lynch, Pierce, Fenner & Smith Inc., as Securities Intermediary and AQP as Secured Party.

"Confirmation" means an amended, restated and consolidated swap confirmation between AQP and MLCMBL governed by the ISDA Agreement which, together with the Confirmation are referred to as the "Master Agreement".

"Custodian" means Merrill Lynch, Pierce, Fenner & Smith Inc or such other entity or person (which may be an affiliate of MLCMBL) as may be appointed by MLCMBL (in accordance with the provisions of Section B of the Confirmation headed 'Transfer of Collateral Account') as custodian of the Portfolio.

"Eligible Securities" has the meaning given to it in the Confirmation.

"ISDA Agreement" means an 1992 ISDA Master Agreement entered into between AQP and MLCMBL dated as of 8 April 2004.

"Permitted Security Interests" means any Security Interest: (i) created or subsisting in favour of AQP pursuant to the Security Agreement; (ii) created or subsisting with the prior written consent of AQP; (iii) granted by the Custodian in favour of any clearing system in the normal course of business; or (iv) arising by operation of law.

"Portfolio" means means such Eligible Securities (as defined in the Confirmation) as are or will be transferred or delivered by MLCMBL to the Collateral Account from time to time in accordance with the terms of the Confirmation and of Clause 2 of the Security Agreement.

"Security Assets" means the Portfolio, the Collateral Account and all rights relating to the Portfolio and the Collateral Account, including distributions of principal, interest and other income on the Eligible Securities.

"Securities Intermediary" has the meaning given to it in the Collateral Account Control Agreement.

"Secured Party" has the meaning given to it in the Collateral Account Control Agreement.



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. FC26157  
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED  
22 MAY 2009 AND CREATED BY MERRILL LYNCH  
INTERNATIONAL BANK LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO  
ACQUEDOTTO PUGLIESE SPA UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 28 MAY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JUNE 2009**

PO  
JEL



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**