

OS MG01

Particulars of a mortgage or charge by an overseas company



224030/13

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
by an overseas company

☐ **What this form is NOT for**
You cannot use this form for
overseas company which is
registered at Companies House



RCS 27/06/2011 #46
COMPANIES HOUSE
L6ET0VC5
LD3 27/06/2011 46
COMPANIES HOUSE

1 Overseas company details

Company number 1

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| F | C | 0 | 1 | 7 | 2 | 3 | 1 |
|---|---|---|---|---|---|---|---|

 NF3566

Company name in full as registered in the UK Ansaldo Energia S P A (the "Assignor"), a company incorporated and existing under the laws of Italy

For official use
Z I
→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *
1 Please add the company number prefix (FC, SF or NF). For further information, please refer to our guidance at www.companieshouse.gov.uk

2 Date of creation of charge

Date of creation

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| d | 2 | d | 1 | m | 0 | m | 6 | y | 2 | y | 0 | y | 1 | y | 1 |
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3 Description

Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc

Description An assignment of subordinated loans dated 21 June 2011 (the "Assignment") entered into between the Assignor together with Unit Investment N V, a company incorporated and existing under the laws of the Netherlands ("Unit"), and Türkiye İş Bankası A Ş Istanbul Corporate Branch (the "Security Agent")

4 Amount secured

Please give us details of the amount secured by the charge

Amount secured The Secured Obligations

Unless defined herein, the capitalised terms in this form OS MG01 shall have the meaning given to them in the attached continuation sheet for the particulars of the property charged

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

29-6-11
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Mortgagee(s) or person(s) entitled to the charge

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

Türkiye İş Bankası A Ş İstanbul Corporate Branch

Address

Büyükdere Cad Konaklar Mah , Meltem Sok İş Kuleleri No 1

Levent, 34330 Beşiktaş, İstanbul, Turkey

Postcode

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Continuation page

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

Short particulars

ASSIGNMENT

The Assignor undertakes to assign and assigns absolutely and with full title guarantee the Assigned Rights to the Security Agent as security for the payment and discharge of the Secured Obligations

Further particulars are set out in the attached continuation sheet

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Not Applicable

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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| | | |
|-----------------------------------|---|--|
| 8 | Particulars as to commission, allowance or discount 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 <ul style="list-style-type: none">- 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 | |
| 9 | Delivery of instrument A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created outside the United Kingdom (UK) within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered. | |
| 10 | Signature Please sign the form here Signature X <i>White & Case LLP</i> X This form must be signed by a person with an interest in the registration of the charge | |

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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 S Whitman - 4450257-0002

Company name White & Case LLP

Address 5, Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country UK

DX

Telephone 02075321975



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☐ You have included the company number prefix
- ☒ [x] You have included a certified copy of the deed (if any) with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property charged
- ☒ [x] You have signed the form
- ☒ [x] 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 charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address.

England and Wales.

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

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)

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

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Particulars of a mortgage or charge

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|-------------------|--|
| 6 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>1 CONTINUING SECURITY</p> <p>The Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, and shall continue, subject to the release of the security under the Assignment, in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent may have at any time for the Secured Obligations or any of them</p> <p>2 NEGATIVE PLEDGE</p> <p>The Assignor agrees not to create or permit to subsist any security interest over all or any of its present or future Assigned Rights other than the security created by the Assignor pursuant to the Assignment</p> <p>3 FURTHER ASSURANCE</p> <p>The Assignor agrees that from time to time and at its own expense, give all such assurances and do all such things as the Security Agent may require or consider desirable to enable the Security Agent to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Agent or the Secured Parties by the Assignment or by law and to that intent the Assignor shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to effect the assignments envisaged under the Assignment, and shall give all such notices and directions as the Security Agent may consider expedient. The obligations of the Assignor under the Assignment is in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</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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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>4 DEFINITIONS</p> <p>"Account Banks" means</p> <ul style="list-style-type: none"> (a) Türkiye Garanti Bankası A Ş , (b) Türkiye İş Bankası A Ş Istanbul Corporate Branch, (c) T Vakıflar Bankası T A O Istanbul Avrupa Kurumsal Merkezi, and (d) Yapı ve Kredi Bankası A Ş, Esentepe Branch, <p>as account banks</p> <p>"Assigned Rights" means all of the Assignor's present and future rights, title, interest and benefits in, to and in respect of any Subordinated Loans including all present and future claims, causes of action, payments and proceeds in respect thereof</p> <p>"Borrower" means Yeni Elektrik Üretim A Ş , a company organised under the laws of the Republic of Turkey whose registered office is at Nispetiye Cad Akmerkez Tic Mrk E-3 Blok Kat 13 Etiler, Istanbul, Turkey</p> <p>"Capital Contributions" has the meaning given to it in the Sponsor Support and Subordination Agreement</p> <p>"Contributions" means Capital Contributions and/or Subordinated Loans</p> <p>"Delegate" means any delegate, agent, attorney, or joint or co-trustee appointed by the Security Agent</p> <p>"Discharge Date" means the date on which</p> <ul style="list-style-type: none"> (a) the Security Agent determines that each and every part of the duties, obligations, covenants, warranties and undertakings on the part of the Obligors under and pursuant to the Finance Documents shall have been unconditionally and irrevocably discharged and performed in full, and (b) all of the Liabilities have been unconditionally and irrevocably discharged in full to the satisfaction of the Facility Agent <p>"Facilities" means the Term Loan Facility and/or the LG Facility, as the context requires</p> <p>"Facilities Agreement" means the facilities agreement dated 10 June 2011 and made between, among others, the Borrower, the Original Lenders, and the Security Agent</p> <p>"Facility Agent" means Yapı ve Kredi Bankası A Ş, Esentepe Branch as agent for and on behalf of the Finance Parties</p> <p>"Finance Document" has the meaning given to it in the Facilities Agreement</p> <p>"Finance Party" means a Lender, the Facility Agent, each MLA Hedging Bank, a Mandated Lead Arranger, an Account Bank, an Issuing Bank or the Security Agent (and any Delegate or Receiver)</p> <p>"Finmeccanica" means Finmeccanica S p A , a company organised under the laws of Italy with its registered office at Piazza Monte Grappa 4, 00195 Rome, Italy</p> <p>"Finmeccanica Finance" means Finmeccanica Finance S A</p> <p>"Group Obligor" means each Sponsor, each Shareholder, each Subordinated Creditor and Finmeccanica</p> <p>"Initial CP Satisfaction Date" means the date of the notice given or to be given by the Facility Agent under the Facilities Agreement once the conditions precedent contained within are either</p> <ul style="list-style-type: none"> (a) delivered to the Facility Agent in form and substance satisfactory to it, or (b) waived by the Facility Agent (on such conditions as it may specify) <p>"Issuing Banks" means</p> <ul style="list-style-type: none"> (a) Türkiye Garanti Bankası A Ş , | |

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| 6 | Short particulars of all the property mortgaged or charged | |
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| Short particulars | Please give the short particulars of the property mortgaged or charged | |
| | <p>(b) Türkiye İş Bankası A Ş İstanbul Corporate Branch, (c) T Vakıflar Bankası T A O İstanbul Avrupa Kurumsal Merkezi, and (d) Yapı ve Kredi Bankası A Ş, Esentepe Branch, as the issuing banks</p> <p>"Lender" means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender by way of an assignment or transfer in accordance with the terms of the Facilities Agreement, and which, in each case, has not ceased to be a party as a Lender in accordance with the terms of the Facilities Agreement</p> <p>"LG Facility" has the meaning given to it in the Facilities Agreement</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of the Obligors or any of them to the Finance Parties under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations (a) any novation, deferral or extension, (b) any claim for damages or restitution, and (c) any claim as a result of any recovery by an Obligor of a payment or discharge on the grounds of preference, and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings</p> <p>"Mandated Lead Arrangers" means (a) Türkiye Garanti Bankası A Ş , (b) Türkiye İş Bankası A Ş İstanbul Corporate Branch, (c) T Vakıflar Bankası T A O İstanbul Avrupa Kurumsal Merkezi, and (d) Yapı ve Kredi Bankası A Ş, Esentepe Branch, as mandated lead arrangers of the Facilities</p> <p>"MLA Hedging Banks" means (a) Türkiye Garanti Bankası A Ş , (b) Türkiye İş Bankası A Ş İstanbul Corporate Branch, (c) T Vakıflar Bankası T A O İstanbul Avrupa Kurumsal Merkezi, and (d) Yapı ve Kredi Bankası A Ş, Esentepe Branch, as mandated lead arranger hedging banks</p> <p>"New Sponsor" has the meaning given in the Sponsor support and Subordination Agreement</p> <p>"New Subordinated Creditor" means any person which at any time becomes a new subordinated creditor in accordance with the Sponsor Support and Subordination Agreement</p> <p>"Obligor" means the Borrower or a Group Obligor</p> <p>"Original Lender" means (a) Türkiye Garanti Bankası A Ş , (b) Türkiye İş Bankası A Ş İstanbul Corporate Branch, (c) T Vakıflar Bankası T A O İstanbul Avrupa Kurumsal Merkezi, and (d) Yapı ve Kredi Bankası A Ş, Esentepe Branch, in their capacity as lenders</p> <p>"Original Shareholders" means Unit and the Assignor as original shareholders of the Borrower</p> <p>"Original Subordinated Creditors" means Unit and the Assignor in their capacity as original subordinated creditors of the Borrower</p> <p>"Parallel Debt" has the meaning given to it in the Facilities Agreement</p> | |

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| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Project Completion" has the meaning given to it in the Facilities Agreement</p> <p>"Project Completion Date" means the date on which Project Completion is achieved</p> <p>"Receiver" means a receiver, receiver and manager, administrative receiver or judicial manager (or, in any case, its equivalent in any jurisdiction) of the whole or any part of the assets forming the Transaction Security</p> <p>"Secured Obligations" means</p> <ol style="list-style-type: none"> all present and future sums, liabilities and obligations (whether absolute or contingent, direct or indirect, jointly or severally incurred, express or implied) incurred in any currency whatsoever for which the Borrower is now or may at any time and from time to time hereafter be indebted or liable to any of the Secured Parties under or in connection with the Finance Documents including Parallel Debt under the Facilities Agreement, any and all monies now or at any time and from time to time hereafter payable or expressed or intended to be payable by the Borrower as a consequence of any payment of the sums referred to in paragraph (a) above being set aside or revoked or becoming otherwise ineffective, all sums, liabilities and obligations at any time due, owing or incurred by any Obligor (other than the Borrower) to any Secured Party under or in respect of the Finance Documents whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), and any other Liabilities <p>"Secured Party" means a Finance Party</p> <p>"Security" means</p> <ol style="list-style-type: none"> a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or any other type of preferential arrangement (including (i) any title transfer and retention arrangement or (ii) any trust or similar arrangement) having a similar effect <p>"Security Document" has the meaning given to it in the Facilities Agreement</p> <p>"Security Period" means the period beginning on the date of the Assignment and ending on the Discharge Date</p> <p>"Shareholder" means</p> <ol style="list-style-type: none"> on the date of the Facilities Agreement, the Original Shareholders, and thereafter at any time, any successor or additional holder of shares (whether directly or indirectly) in the Borrower <p>"Sponsor" means</p> <ol style="list-style-type: none"> at all times prior to the Project Completion Date <ol style="list-style-type: none"> the Assignor, and Unit, and at all times on and with effect from the Project Completion Date <ol style="list-style-type: none"> Unit, the Assignor, if Finmeccanica or Finmeccanica Finance is or becomes a Shareholder, Finmeccanica, and each New Sponsor <p>"Sponsor Support and Subordination Agreement" means the agreement dated 10 June 2011 among the Borrower, Unit, the Assignor, Finmeccanica, the Lenders, the Security Agent and the Facility Agent pursuant to which, inter alia, the Sponsors agree to make Contributions available to the Borrower</p> <p>"Subordinated Creditor" means each Original Subordinated Creditor and New Subordinated Creditor</p> | |

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Subordinated Loans" means a loan provided by, or on behalf of, a Group Obligor which is in compliance with</p> <ul style="list-style-type: none"> (a) the form of contribution under the Sponsor Support and Subordination Agreement, (b) assigned in favour of the Security Agent pursuant to the Assignment or otherwise on terms and conditions satisfactory to the Security Agent, and (c) subordinated to the satisfaction of the Facility Agent in accordance with the Sponsor Support and Subordination Agreement, <p>and on substantially the same terms and conditions as set out in the form delivered as a condition to the Initial CP Satisfaction Date</p> <p>"Term Loan Facility" has the meaning given to it in the Facilities Agreement</p> <p>"Transaction Security" means the Security created, expressed to be created or evidenced by the Security Documents</p> | |

NOTICE OF TRANSFER OF DOCUMENTS TO COMPANY RECORD

Company Number: FC17231

Company Name: ANSALDO ENERGIA S.P.A.

Document Transferred: OSMG01

Reason For Transfer: FORM TRANSFERRED TO NF3566

Signed: 

For and on behalf of the Registrar

Dated: 24/05/2012



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

**COMPANY NO. FC3566
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF
SUBORDINATED LOANS DATED 21 JUNE 2011 AND CREATED
BY ANSALDO ENERGIA SPA FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE BORROWER TO ANY OF THE
SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO THE OVERSEAS COMPANIES (EXECUTION OF
DOCUMENTS AND REGISTRATION OF CHARGES)
REGULATIONS 2009 ON THE 27 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES