

MG01

Particulars of a mortgage or charge

231636/13.



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 register particulars of a charge for a company. To do this, please use form MG01s

FRIDAY



LD7 28/12/2012 #158  
COMPANIES HOUSE

1

**Company details**

Company number 0 2 2 6 3 9 5 1

Company name in full GOLDMAN SACHS INTERNATIONAL (the **Pledgor**)

123 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 2 1 1 2 2 0 1 2

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 share pledge agreement dated 21 December 2012, between the Pledgor, Akso Enerji Uretim Anonim Sirketi (the **Company**), Türkiye Garanti Bankası A Ş Yenibosna Commercial Branch (the **Pledgee**) and Kazancı Holding A Ş (the **Kazancı**) (the **Share Pledge Agreement**).

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**Amount secured**

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

Amount secured (1) 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 Kazancı 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 without limitation those under or in connection with the Parallel Debt),

(11) any and all monies now or at any time and from time to time hereafter payable or expressed or intended to be payable by Kazancı as a consequence of any payment of the sums referred to in paragraph (1) above being set aside or revoked or becoming otherwise ineffective, and

**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 ☒ T Garanti Bankası A Ş Yenibosna Commercial Branch (the Security Agent)

Address Bağlar Mahallesi, Yalçın Koreş Caddesi

No:38, Güneşli, İstanbul

Postcode 3 4 2 0 9

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

Please see the continuation pages to section 6 of this Form MG01

# 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 Temi Esho

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX 73 London

Telephone +44 (0)20 3088 3491



### 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

### 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 Allen & Overy LLP on behalf of the Security X  
Aont 21/12/12

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

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### Amount secured

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

Amount secured

(111) all sums, liabilities and obligations at any time due, owing or incurred by Kazanci to any Secured Party under or in respect of the Finance Documents whether present or future, actual or contingent (and whether incurred as principal or surety or in some other capacity) (the **Secured Obligations**)

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. SECURITY INTEREST

The Pledgor has irrevocably and unconditionally established in favor of the Pledgee, as collateral and continuing security for the irrevocable fulfillment of the Secured Obligations until and including the Final Discharge Date, an effective first degree (*birinci derece*) and priority Pledge over

- (1) all of the Shares,
- (11) all other securities and property referred to in paragraph (11) of the definition of Pledged Shares; and
- (111) all dividends to be declared or distributed in connection therewith and any and all other proceeds or assets (including liquidation proceeds), from time to time received, distributed or otherwise receivable only in respect of or in exchange or substitution for the Pledged Shares held by it

2. PLEDGE

The Pledgor has the right to exercise or transfer all voting rights on the Pledged Shares until the occurrence of an Acceleration, Non-Payment or Insolvency. The Pledgor shall receive dividends or other distributions in respect of the Shares, to the extent permitted by (and in accordance with) the Finance Documents and the Equity Financing Transaction (as defined below) until the occurrence of Event of Default under the Facility Agreement without prejudice the arrangements under the Equity Financing Transaction. In the absence of Acceleration, Non-Payment, Insolvency or Event of Default under the Facility Agreement, the Pledgee agreed to fully cooperate with the Pledgor to ensure the efficient and timely exercise of the rights arising from the ownership of the Shares. The Pledgee agreed to promptly take any and all necessary actions in order for the Pledgor to exercise such rights including without limitation, facilitating the communication with the bank or intermediary institution in which the Pledgor's RHN Account is opened regarding the exercise of such rights by the Pledgor. Upon the occurrence of Acceleration, Non-Payment or Insolvency and upon request from the Pledgee pursuant to all Lenders' consent, the Pledgor and the Company shall apply to the Energy Market Regulatory Authority (*Enerji Piyasası Duzenleme Kurumu*) in order to obtain its approval for the exercise of the voting rights by the Pledgee and make any other necessary applications and take any other necessary actions as requested by the Pledgee in order to cause the Pledgee to use or benefit from any and all rights granted to the Pledgee under the Share Pledge Agreement and/or the energy market laws and regulations. If no application is made in this respect, the Pledgor and the Company agreed and undertook that the Pledgee shall also have the right to directly make any and all necessary and/or desirable applications to the Energy Market Regulatory Authority (*Enerji Piyasası Duzenleme Kurumu*) and use any and all

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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

rights granted to it under the energy market laws and regulations.

**3. NEGATIVE PLEDGE**

The Pledgor has agreed until and including the Final Discharge Date, unless the Pledgee has otherwise previously consented to in writing, the Pledgor shall unless permitted under the Finance Documents or the Equity Financing Transaction, not sell, assign, transfer, exchange or otherwise dispose of, or agree to sell or otherwise dispose of, the benefit of all or any of the Pledgor's rights including priority rights to subscribe to any capital increase of the Company and any interest in and to the Pledged Shares or any part thereof.

**Definitions**

In this Form MG01

**Acceleration** means acceleration under Clause 20 16 (Acceleration) of the Facility Agreement

**Agent** means the Facility Agent

**Arrangers** means Goldman Sachs International, Garanti Bankası A.Ş., Luxembourg Branch., Türkiye İş Bankası A Ş , Güneşli/İstanbul Corporate Branch and China Development Bank Corporation as mandated lead arrangers under the Facility Agreement

**Creditor** means a Lender, the Agent or the Security Agent.

**Credit Support Provider** means Goldman Sachs International.

**Equity Financing Transaction** means any equity financing or share purchase transaction entered into between Kazancı and the Pledgor.

**Event of Default** means an event or circumstance specified as such in Clause 20 of the Facility Agreement

**Facility Agent** means Türkiye Garanti Bankası A.Ş., Luxembourg Branch

**Facility Agreement** means the facility agreement entered into by the Pledgor, the Pledgee and Kazancı, among others, dated 5 April 2012 and amended on 26 July 2012 which may be amended and/or restated from time.

**Final Discharge Date** means the date on which

(1) all present and future liabilities and obligations of Kazancı and the Company under the Finance Documents have been irrevocably discharged in full to the reasonable satisfaction of the Pledgee, and

(11) no Secured Party has any actual or contingent obligation or liability under or pursuant to any Finance Document

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

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Short particulars

**Finance Documents** has the meaning given to that term in the Priority Agreement

**Insolvency** means insolvency under Clause 20.6 (Insolvency) of the Facility Agreement

**Lender** means a Term Facilities Lender.

**Non-Payment** means non-payment under Clause 20.2 (Non-payment) of the Facility Agreement

**Parallel Debt** means the obligations of Kazanci to the Security Agent as specified under the Priority Agreement.

**Pledge** means the first degree (birinci derece) and priority pledge created over the Pledged Shares in favor of the Pledgee, in accordance with the terms and conditions of the Share Pledge Agreement.

**Pledged Shares** means

- (i) the Shares pledged to the Pledgee in accordance with the Share Pledge Agreement, and
- (ii) all other securities or property which may be paid in respect of the Pledged Shares by reason of any consolidation, merger, exchange of shares, conveyance or assets, liquidation or similar corporate re-organization or otherwise

**Pledgor's RHN Account** means the RHN account under the account numbered 019985 at Citibank A.Ş.

**Priority Agreement** means a priority agreement between, among others, the Security Agent, the Company and the Credit Support Provider

**Secured Parties** means the Creditors and the Arrangers

**Shares** means 81,529,412 registered B group shares of the Company quoted on the Istanbul Stock Exchange (Istanbul Menkul Kıymetler Borsası) with a nominal value of TL 1 each as more fully described in Schedule I (Pledged Shares) of this form MG01.

### SCHEDULE I - PLEDGED SHARES

Shareholder of the Company	Group of Shares	Number of Shares	Nominal Value of Each Share	Total Value of the Shares
Goldman Sachs International	B	81,529,412	TL 1	TL 81,529,412



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Short particulars

Total	B	81,529,412	TL 1	TL 81,529,412
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2263951  
CHARGE NO. 133**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 21 DECEMBER 2012 AND CREATED BY GOLDMAN  
SACHS INTERNATIONAL FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM KAZANCI HOLDING A.S. 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 CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 28 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES