

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

**COMPANIES FORM No. 395****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

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

For official use

Company number

477573/13

395

03877777

Name of company

\* CDC Group plc (the "Company")

Date of creation of the charge

19 May 2009

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

A security assignment between (1) Actis Infrastructure 2 LP (acting by its manager, Actis LLP) (the "Partnership"); (2) Actis LLP (the "Manager"); (3) Actis Infrastructure GP Limited (the "General Partner"); and (4) Barclays Bank PLC as security agent for the Secured Parties (as defined below) (the "Security Agent") (the "Security Assignment").

Amount secured by the mortgage or charge

All of the Partnership's obligations and liabilities to the Security Agent of any kind and in any currency under or in connection with the Finance Documents whether present or future, actual or contingent and whether owed by the Partnership as principal or surety or incurred solely or jointly or in any other capacity and whether owed to the Security Agent as original obligee, or as transferee or as a result of any amalgamation or acquisition by the Security Agent including (without limitation) interest, fees, banking charges, commission and sums due in relation to costs and expenses (the "Partnership Liabilities"); and all of the Assignors' obligations and liabilities to the Security Agent of any kind and in any currency under or in connection with the Finance Documents whether present or future, actual or contingent and whether owed by the Assignors as principal or surety or incurred solely or jointly or in any other capacity and whether owed to the Security Agent as original obligee, or as transferee or as a result of any amalgamation or acquisition by the Security Agent including (without limitation) interest, fees, banking charges, commission and sums due in relation to costs and expenses (the "Management Liabilities").

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

Barclays Bank PLC, One Churchill Place, London, E14 5HP as security agent for the Secured Parties.

Postcode E14 5HP

Presenter's name address and  
reference (if any):

SJ Berwin LLP  
10 Queen Street Place  
London  
EC4R 1BE

B1986.105/SCHA

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



A40 \*AF4XWAA6\* 34  
30/05/2009  
COMPANIES HOUSE

2035011

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lettering

**1 Security**

**1.1 Assignment of the right to issue and deliver drawdown notices**

- (a) As continuing security for the discharge of the Partnership Liabilities, the Partnership assigns to the Security Agent absolutely with full title guarantee all of its present and future rights, title and interest to issue and deliver Drawdown Notices in respect of the Undrawn Commitments pursuant to the terms of the Partnership Deed and all of its present and future rights, title and interest in or to all Related Rights, subject in each case to reassignment by the Security Agent in accordance with Clause 13 (Discharge of Security) of the Security Assignment.

Please see continuation sheet, page 3, Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

*SJ Bermin LLP*

Date

*29 May 2009*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

† 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\*insert full name  
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## Addendum 1/4

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

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

## 3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4. Short particulars of all the property mortgaged or charged (continued)

- (b) As continuing security for the discharge of the Management Liabilities, each of the General Partner and the Manager assign to the Security Agent absolutely with full title guarantee all of its present and future rights, title and interest to issue and deliver Drawdown Notices in respect of the Undrawn Commitments pursuant to the terms of the Partnership Deed and all of its present and future rights, title and interest in or to all Related Rights, subject in each case to reassignment by the Security Agent in accordance with Clause 13 (Discharge of Security) of the Security Assignment.

## 1.2 Assignment of other rights

- (a) As continuing security for the discharge of the Partnership Liabilities, the Partnership assigns to the Security Agent absolutely with full title guarantee all of its present and future rights, title and interest to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the Partnership Deed relating to the obligations to fund Undrawn Commitments and all of its present and future rights, title and interest in or to all Related Rights, subject in each case to reassignment by the Security Agent in accordance with Clause 13 (Discharge of Security) of the Security Assignment.
- (b) As continuing security for the discharge of the Management Liabilities, each of the General Partner and the Manager assign to the Security Agent absolutely with full title guarantee all of its present and future rights, title and interest to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the Partnership Deed relating to the obligations to fund Undrawn Commitments and all of its present and future rights, title and interest in or to all Related Rights, subject in each case to reassignment by the Security Agent in accordance with Clause 13 (Discharge of Security) of the Security Assignment.

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## 1.3 Charge

- (a) To the extent that any right, title or interest described in paragraph 1.1(a) above and Clause 4.1(a) (Assignment of the right to issue and deliver Drawdown Notices) of the Security Assignment and paragraph 1.2(a) above and Clause 4.2(a) (Assignment of other rights) of the Security Assignment, is not effectively assigned pursuant to that paragraph above or that Clause in the Security Assignment, the Partnership hereby, with full title guarantee and as a continuing security for the discharge of the Partnership Liabilities, charge such rights, title and interests in favour of the Security Agent by way of first priority fixed charge.
- (b) To the extent that any right, title or interest described in paragraph 1.1(b) above and Clause 4.1(b) (Assignment of the right to issue and deliver Drawdown Notices) of the Security Assignment and paragraph 1.2(b) above and Clause 4.2(a) (Assignment of other rights) of the Security Assignment, is not effectively assigned pursuant to that paragraph above or that Clause in the Security Assignment, each of the General Partner and the Manager hereby, with full title guarantee and as a continuing security for the discharge of the Management Liabilities, charge such rights, title and interests in favour of the Security Agent by way of first priority fixed charge.

## 2 Undertakings

## 2.1 Security

The Assignors shall not create or permit to subsist any Security over the Secured Assets other than pursuant to the Security Assignment.

In this form 395, the following terms have the following meanings:

**"Account Charge"** means the fixed charge granted by the Borrower in favour of the Security Agent over the Collateral Account and all amounts standing to the credit thereof.

**"Act"** means the Limited Partnership Act 1907, as amended from time to time.

**"Actis Co-Investment vehicles"** shall have the meaning given to such term in the Partnership Deed.

**"Additional Partnership"** means any limited partnership or other investment vehicle established upon and governed by substantially the same terms as those set out in the Partnership Deed (save in respect of any applicable tax, legal or regulatory considerations or as otherwise agreed by Investor Consent) for the purpose of investing in parallel alongside the Partnership (excluding, for the avoidance of doubt, any Actis Co-Investment Vehicles and any Sidecars).

**"Agent"** means Barclays Bank PLC as agent of the Finance Parties.

**"Assigned Rights"** means all of the rights, title and interest assigned pursuant to Clause 4.1 (Assignment of the right to issue and deliver Drawdown Notices) and Clause 4.2 (Assignment of other rights) of the Security Assignment.

**"Assignors"** means the Partnership, the Manager and the General Partner, and each being an "Assignor".

**"Borrower"** means the Partnership.

**"Carried Interest Partner"** means ACP LP acting through its manager, Actis LLP, and/or any Substitute Carried Interest Partner.

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**"Cash Cover"** means for a Financial Assurance, the Borrower paying an amount equal to the face amount of such Financial Assurance in the currency of the Financial Assurance to the Collateral Account.

**"Collateral Account"** means the account pledged by the Borrower in favour of the Lender into which:

- (a) following a request by the Security Agent pursuant to the terms of sub-clause 22.16.6 of Clause 22.16 (Acceleration) of the Facility Agreement or following the enforcement of the Security Agent's rights and powers under the Security Assignment, the Limited Partners fund their Commitments; and
- (b) the Borrower pays Cash Cover in respect of Financial Assurances.

**"Commitment"** means the aggregate amount advanced or agreed to be advanced by a Limited Partner (whether or not such amount has been repaid to such Limited Partner in whole or in part pursuant to Clause 8.5 of the Partnership Deed) as set out in its Subscription Form(s), subject to any scale-back of such amounts by the Manager upon acceptance of such Subscription Form(s), any adjustment pursuant to clause 4.8.4(a) of the Partnership Deed and to any reduction pursuant to clause 9.2.11 of the Partnership Deed.

**"Deemed Loan"** has the meaning given to it in Clause 6.1 (Claims under Financial Assurances) of the Facility Agreement.

**"Drawdown Notice"** means a notice served on the Limited Partners by the Manager pursuant to clause 4.3 of the Partnership Deed.

**"Facility"** means the revolving credit facility made available under the Facility Agreement as described in Clause 2.1 (Facility) of the Facility Agreement.

**"Facility Agreement"** means the \$105,000,000 credit facility entered into between (1) the Partnership, (2) the Manager, (3) Actis Infrastructure GP Limited and (4) Barclays Bank PLC as agent, original lender, security agent and issuing bank dated 19 May 2009.

**"Fee Letter"** means the letter dated 19 May 2009 between the Original Lender and the Borrower setting out the arrangement fee referred to in Clause 12.1 (Arrangement fee) of the Facility Agreement.

**"Finance Document"** means the Facility Agreement, the Fee Letter, each Security Document, each Utilisation Request and any other document designated as such by the Agent and the Manager and "Finance Documents" shall be construed accordingly.

**"Finance Party"** means the Agent, the Security Agent, the Issuing Bank or a Lender and "Finance Parties" shall be construed accordingly.

**"Financial Assurance"** means a Letter of Credit or a Performance Bond.

**"Fund"** shall have the meaning given to such term in the Partnership Deed.

**"Infrastructure Assets"** shall have the meaning given to such term in the Partnership Deed.

**"Intermediate Holding Vehicle"** shall have the meaning given to such term in the Partnership Deed.

**"Investor"** means a Limited Partner or its equivalent in respect of any Additional Partnership.

**"Investor Consent"** shall have the meaning given to such term in the Partnership Deed.

**"Issuing Bank"** means Barclays Bank PLC as issuing bank.

**"Lender"** means Barclays Bank PLC as lender.

**"Letter of Credit"** means a letter of credit issued or to be issued by the Issuing Bank on behalf of the Borrower to a third party

Name of company

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beneficiary which is in a form and content acceptable to the Issuing Bank prior to the date of the Utilisation Request to which such letter of credit relates.

**"Limited Partner"** means the Company and a person which has become a party to the Partnership Deed (i) upon the acceptance by the Manager (on behalf of the Partnership) of its executed Subscription Form, whether or not such person has been admitted as a limited partner of the Partnership pursuant to the Act, or (ii) upon admission to the Partnership as a Substitute Limited Partner pursuant to clause 9.2 of the Partnership Deed in each case for so long as he or she does not cease to be a limited partner in accordance with the terms of the Partnership Deed, excluding, for the avoidance of doubt, the Carried Interest Partner.

**"Loan"** means a Low Income Country Loan, a Middle Income Country Loan or a Deemed Loan or any other loan made or to be made under the Facility for any other purpose set out in Clause 3.1 (Purpose) of the Facility Agreement or the principal amounts outstanding of such loans.

**"Low Income Country Loan"** means a loan made or to be made under the Facility for the purpose set out in sub-clause 3.1.1(a) (Purpose) of the Facility Agreement or the principal amount outstanding of that loan.

**"Middle Income Country Loan"** means a loan made or to be made under the Facility for the purpose set out in sub-clause 3.1.1(b) (Purpose) of the Facility Agreement or the principal amount outstanding of that loan.

**"Original Lender"** means Barclays Bank PLC as original lender.

**"Partnership Deed"** means the limited partnership deed in respect of the Borrower entered into on 5 July 2007, as amended and restated on 14 September 2007 and otherwise as amended, varied or supplemented from time to time.

**"Performance Bond"** means any performance bond, bid bond, counter-guarantee or other surety or instrument issued or to be issued by the Issuing Bank to a third party beneficiary to guarantee the performance of the obligations of the Borrower or an Intermediate Holding Vehicle in relation to a bid process or otherwise as part of the contractual obligations of the Borrower or an Intermediate Holding Vehicle in connection with the development, construction and operation of Infrastructure Assets which is in a form and content acceptable to the Issuing Bank prior to the date of the Utilisation Request to which such performance bond relates.

**"Related Rights"** means all present and future:

- (a) money and proceeds paid or payable in relation to the Assigned Rights; and
- (b) all other rights and assets attaching to or deriving from the Assigned Rights or exercisable as a result of the Assignors being party to or having an interest in the Assigned Rights.

**"Secured Assets"** means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by the Security Assignment.

**"Security"** means any mortgage, charge, security, assignment, assignation, standard security, pledge, lien, right of set-off, right to retention of title or other encumbrance or security, whether fixed or floating, over any present or future property, asset or undertaking or any other agreement, arrangement, right or thing having an effect similar to any of the foregoing.

**"Security Assignment"** means an assignment by the Manager in favour of the Security Agent of:

- (a) its right to issue and deliver Drawdown Notices under, and in accordance with, the Partnership Deed; and
- (b) all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Commitments and to enforce and receive payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the Partnership Deed relating to the obligations to fund Undrawn Commitments, whether now existing or hereafter arising,

Name of company

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provided that in no case shall the security interests granted in accordance with subparagraphs (a) to (b) (inclusive) above increase the obligation of the Limited Partners to fund Undrawn Commitments beyond these obligations undertaken pursuant to the Partnership Deed.

**"Security Document"** means the Security Assignment, the Account Charge and any other Security granted by the Borrower in favour of the Security Agent or, if required by law, the Lenders and "Security Documents" shall be construed accordingly.

**"Security Providers"** means the Partnership and the Manager.

**"Secured Parties"** means the Agent, the Security Agent and each Lender.

**"Sidecar"** shall have the meaning given to such term in the Partnership Deed.

**"Subscription Form"** means the form of subscription in respect of a commitment to the Fund to be completed by a prospective Investor.

**"Substitute Carried Interest Partner"** shall have the meaning given to such term in the Partnership Deed.

**"Substitute Limited Partner"** shall have the meaning given to such term in the Partnership Deed.

**"Undrawn Commitment"** means the portion of a Limited Partner's Commitment that remains available for draw down pursuant to clause 4.3 of the Partnership Deed.

**"Utilisation Request"** means in respect of:

- (a) a Loan under the Facility, a notice in the form set out in Part I of Schedule 2 (Utilisation Requests) of the Facility Agreement; and
- (b) a Financial Assurance under the Facility, a notice in the form set out in Part II of Schedule 2 (Utilisation Requests) of the Facility Agreement.



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

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

**COMPANY NO. 3877777  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
19 MAY 2009 AND CREATED BY CDC GROUP PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
LIMITED LIABILITY PARTNERSHIP TO BARCLAYS BANK PLC  
AS SECURITY AGENT FOR THE SECURED PARTIES 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  
30 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2009

*THESE PARTICULARS HAVE  
BEEN REMOVED PURSUANT TO  
AN ORDER OF COURT (ATTACHED)  
DATED 16/11/2009*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Dx J*



**IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT**

**Case No. 19386/2009**

**Chief Registrar Baister  
12 November 2009**

**IN THE MATTER OF THE COMPANIES ACTS 1985 AND 2006  
AND IN THE MATTER OF CDC GROUP PLC**

**BETWEEN:**

**BARCLAYS BANK PLC**

**Claimant**

**- and -**

**(1) CDC GROUP PLC;  
(2) THE REGISTRAR OF COMPANIES**

**Defendants**



**ORDER**

**UPON CONSIDERING** the Part 8 Claim Form issued on 7 October 2009 and the Witness Statements of Michael Moore and the Exhibits filed in support thereof

**AND UPON HEARING** Counsel for the Claimant

**IT IS ORDERED THAT**

1. Pursuant to section 873 of the Companies Act 2006, the Registrar of Companies do within 14 days rectify the register of charges in respect of the First Defendant (company number 03877777) by removing from the same all particulars of the security assignment dated 19 May 2009 between Actis Infrastructure 2 LP, Actis LLP, Actis Infrastructure GP Limited and Barclays Bank PLC which was registered by an application of the Claimant dated 29 May 2009 pursuant to section 395 of the Companies Act 1985.
2. No order as to costs

**Dated this 12<sup>th</sup> day of November 2009**

SB

Case No. 19386/2009  
**IN THE HIGH COURT OF JUSTICE**  
**CHANCERY DIVISION**  
**COMPANIES COURT**

Chief Registrar Baister  
12 November 2009

**B E T W E E N:**  
**BARCLAYS BANK PLC**  
Claimant

- and -

(1) CDC GROUP PLC;  
(2) THE REGISTRAR OF COMPANIES  
Defendants

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~~DRAFT~~ ORDER

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SJ Berwin LLP  
10 Queen Street Place  
London EC4R 1BE

Tel: 020 7111 2222

Ref: 1981/B1986.105/CP2:2215793.3/kaiw