

MG01

Particulars of a mortgage or charge

123831/13



**A fee is payable with this form.**

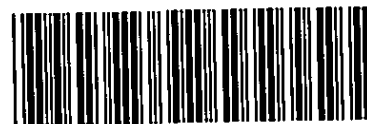
We will not accept this form unless you send the correct fee

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

WEDNESDAY



LD2 11/07/2012 #106  
COMPANIES HOUSE

Please  
visit  
gov.uk

**1 Company details**

Company number 0 7 4 2 5 8 8 7

Company name in full EFT International Investments Holdings Limited (the "Assignor")

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 0 6 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 Assignment of Shareholder Loan (the "Security Deed") dated 20 June 2012, between the Assignor  
and China Development Bank Corporation (the "Security Agent" as security agent and trustee  
(which expression includes its successors in title, permitted assigns and permitted transferees) for  
the benefit of the Finance Parties)

**4 Amount secured**

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

Amount secured The Assignor's Finance Liabilities "Finance Liabilities" are defined  
in the Security Deed as being all present and future moneys, debts  
and liabilities due, owing or incurred by the Obligors to any Finance  
Party under or in connection with any Finance Document (in each  
case, whether alone or jointly, or jointly and severally, with any other  
person, whether actually or contingently and whether as principal,  
surety or otherwise)

**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 China Development Bank Corporation

Address No 27, Section 4, Renmin Nan Lu

Wuhou District, Chengdu, People's Republic of China

Postcode 6 1 0 0 4 1

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 ATTACHED CONTINUATION PAGES

# 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

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 Linklater 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 Paul Doe / Xylia Sim

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country England

DX DX10 London/City

Telephone 020 7456 2000



### 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)

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

Continuation page (1)

EFT International Investments Holdings Limited (07425887)

### **1 ASSIGNMENT**

The Assignor, with full title guarantee and as security for the payment of its Finance Liabilities, assigns absolutely to the Security Agent (as trustee for the Finance Parties) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to the Assignor, and any claims, awards and judgments in favour of the Assignor, under or in connection with the Assigned Contracts

**Note (1):** In this Form, except to the extent that the context requires otherwise

**"Account Bank Agreements"** means the Local Account Bank Agreements and the Offshore Account Bank Deed

**"Agent"** means China Development Bank Corporation as agent (and its successors in title, permitted assigns and permitted transferees) for the Finance Parties

**"Alpiq PPA Assignment and Transfer Agreement"** means the agreement in the agreed form entered or to be made entered into between, amongst others, the Borrower, the Agent, EFT Trebinje and EFT AG in respect of the power purchase agreement to be entered into between the Borrower and EFT AG

**"Assigned Contracts"** means any agreement entered into between the Assignor and the Borrower in relation to a Shareholder Loan

**"Assignment of EFT AG Accounts"** means the English law assignment dated 20 June 2012 made by EFT AG as assignor in favour of the Security Agent in relation to EFT AG's rights to EFT AG's bank accounts held with the Offshore Account Bank

**"Assignment of Guarantor's Compensation Proceeds"** means the Bosnian law assignment dated 20 June 2012 made by EFT Denmark as assignor in favour of the Security Agent in relation to EFT Denmark's rights under the Concession Agreements

**"Assignment of Offshore Accounts"** means the English law assignment dated 20 June 2012 made by the Borrower as assignor in favour of the Security Agent in relation to the Borrower's rights to its bank accounts held with the Offshore Account Bank

**"Assignment of Project Documents"** means the English law assignment dated 20 June 2012 made by the Borrower as assignor in favour of the Security Agent in relation to the Borrower's rights and receivables under certain English law governed agreements

**"Assignment of Shareholder Loan"** means the Security Deed

**"Borrower"** means EFT - Rudnik i Termoelektrana Stanari d o o Stanari, a private company organised under the laws of Republika Srpska, Bosnia and Herzegovina with registered number JIB 4400106370004

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

Continuation page (2)

EFT International Investments Holdings Limited (07425887)

**"Coal Pledge"** means the Bosnian law pledge on extracted coal entered into by the Borrower as pledgor in favour of the Security Agent on 20 June 2012

**"Concession Agreements"** means the concession agreements entered into by the Borrower in connection with the Project

**"Concessions Direct Agreement"** means the direct agreement in the agreed form entered or to be entered into between the relevant Guarantor (in its capacity as shareholder of the Borrower), the Borrower, the Agent and the Government of the Republic of Srpska in respect of the Concession Agreements

**"Direct Agreements"** means

- (a) the Concessions Direct Agreement,
- (b) the Plant Contractor Direct Agreement,
- (c) the Operator Direct Agreement, and
- (d) the Alpiq PPA Assignment and Transfer Agreement

**"EFT AG"** means Energy Financing Team (Switzerland) AG

**"EFT Denmark"** means EFT (Holdings) ApS

**"EFT Trebinje"** means Energy Financing Team d o o Trebinje

**"Facility"** means the term loan facility made available under the Facility Agreement

**"Facility Agreement"** means the term loan facility agreement dated on or about the date of the Security Deed between, amongst others, the Borrower and the Security Agent

**"Fee Letter"** means any letter or letters entered into on or about the date of the Security Deed between the Agent and the Borrower, Lender and Borrower and/or the Security Agent and Borrower setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement

**"Finance Document"** means

- (a) the Facility Agreement,
- (b) the Finance Party Agency and Subordination Deed,
- (c) the Sponsor Guarantee,
- (d) each Security Document,
- (e) each Direct Agreement,
- (f) each Account Bank Agreement,
- (g) each Fee Letter,
- (h) each other document executed from time to time pursuant to any of the foregoing to which the Borrower and any Finance Party is a party, and any present or future document confirming or

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

Continuation page (3)

EFT International Investments Holdings Limited (07425887)

evidencing any Security or guarantee for, or in relation to, the Borrower's or a Guarantor's obligations under any Finance Document, and

(i) any other agreement or document which the Agent may from time to time designate as a Finance Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

**"Finance Party"** means the Agent, the Security Agent, the Insured or a Lender

**"Finance Party Agency and Subordination Deed"** means the finance party agency and subordination deed dated 20 June 2012 between, amongst others, the Security Agent, the Lenders and the Borrower, entered into in connection with the Finance Documents

**"Floating Charge"** means the Bosnian law floating charge made by the Borrower on 20 June 2012 in favour of the Security Agent over all assets of the Borrower and all its assets acquired in the future (except certain mine development assets and the substation and transmission lines development assets related to the Project that are the subject of Security in favour of lenders providing finance in relation thereto)

**"Framework Agreement on IP Pledge"** means the Bosnian law pledge dated 20 June 2012 made by the Borrower as pledgor in favour of the Security Agent as pledgee in relation to the Borrower's intellectual property rights

**"Guarantor"** means each of the Assignor and EFT Denmark and **"Guarantors"** means both of them, except that following the release of EFT Denmark from the Sponsor Guarantee, the Guarantor means the Assignor,

**"Insured"** means China Development Bank Corporation as holder of the benefits of the China Export & Credit Insurance Corporation buyer's credit insurance policy on behalf of the Lenders from time to time

**"Lender"** means

(a) China Development Bank Corporation, and

(b) any bank, financial institution, trust fund or other entity which has become a Lender in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

**"Local Account Bank Agreements"** means the Unicredit Account Bank Agreement, Nova Banka Account Bank Agreement and Raiffeisen Account Bank Agreement

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

Continuation page (4)

EFT International Investments Holdings Limited (07425887)

**"Mortgage Agreement"** means the agreement dated 20 June 2012 between the Borrower and the Security Agent regarding the mortgage of the land and buildings owned by the Borrower

**"Moveables Pledge"** means the pledge agreement dated 20 June 2012 made by the Borrower in favour of the Security Agent over the moveable assets of the Borrower (except certain mine development assets and the substation and transmission lines development assets related to the Project that are the subject of Security in favour of lenders providing finance in relation thereto)

**"Nova Banka Account Bank Agreement"** means the account bank agreement dated 20 June 2012 made between the Borrower, Nova Banka and the Agent together with the related account operating mandates and account bank fee letter

**"Obligors"** means the Borrower, the Guarantors and the Third Party Security Providers

**"Offshore Account Bank Deed"** means the account bank agreement dated 20 June 2012 made between the Borrower, EFT AG, the Offshore Account Bank and the Agent together with the related account operating mandates and fee letter

**"Offshore Account Bank"** means a bank with a branch in London selected by the Agent and reasonably acceptable to the Borrower, being at the date of the Security Deed ICBC (London) PLC

**"Operator Direct Agreement"** means the direct agreement in the agreed form made or to be made between the Borrower, the Agent and Dongfang Electric Corporation in respect of the operations and maintenance agreement relating to the Stanari thermal power plant

**"Plant Contractor Direct Agreement"** means the direct agreement in the agreed form made or to be made between the Borrower, the Agent and Dongfang Electric Corporation in respect of the construction contract relating to the Stanari thermal power plant

**"Pledge on Local Accounts"** means the Bosnian law pledge dated 20 June 2012 made by the Borrower as pledgor in favour of the Security Agent in relation to the Borrower's rights in relation to its bank accounts held with local Bosnian banks

**"Pledge on Receivables"** means the Bosnian law pledge dated 20 June 2012 made by the Borrower as pledgor in favour of the Security Agent in relation to the claims and receivables of the Borrower under certain documents

**"Project"** means the financing, design, construction, testing, commissioning, operation, management and maintenance of the Stanari thermal power plant and the related substation and transmission lines development, mine field development and water resource development in Stanari, Municipality of Dobo, Republika Srpska, Bosnia and Herzegovina

**"Raiffeisen Account Bank Agreement"** means the account bank agreement dated 20 June 2012 between the Borrower, Raiffeisen Bank and the Agent together with the related account operating mandates and account bank fee letter

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



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

Continuation page (5)

EFT International Investments Holdings Limited (07425887)

**"Security Documents"** means

- (a) Mortgage Agreement,
- (b) Share Pledge,
- (c) Floating Charge,
- (d) Moveables Pledge,
- (e) Coal Pledge,
- (f) Framework Agreement on IP Pledge,
- (g) Pledge on Receivables,
- (h) Swiss Assignment Agreement,
- (i) Assignment of Project Documents,
- (j) Pledge on Local Accounts,
- (k) Assignment of Offshore Accounts,
- (l) Assignment of EFT AG Accounts,
- (m) Assignment of Guarantor's Compensation Proceeds,
- (n) Assignment of Shareholder Loan,
- (o) Finance Party Agency and Subordination Deed,
- (p) any other present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Finance Liabilities,
- (q) all agreements and other documents executed from time to time pursuant to any of the foregoing, including all notices of assignment and the acknowledgements to the notices of assignment, and
- (r) any other agreement or document which the Security Agent may from time to time designate as a Security Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed)

**"Share Pledge"** means the Bosnian law pledge in the agreed form made or to be made by the relevant Guarantor (in its capacity as shareholder of the Borrower), of the entire share capital of the Borrower in favour of the Security Agent

**"Shareholder Loan"** means any loan made by the Assignor or EFT Cesko A S to the Borrower or the principal amount for the time being of that loan

**"Sponsor Guarantee"** means each guarantee dated 20 June 2012 given by a Guarantor to the Lenders in support of the Borrower's obligations under the Facility

**"Swiss Assignment Agreement"** means the Swiss law assignment dated 20 June 2012 made by, amongst others, EFT AG and the Borrower as assignors in favour of the Security Agent in relation to

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

Continuation page (6)

EFT International Investments Holdings Limited (07425887)

their monetary claims and receivables under certain Swiss law power purchase agreements and guarantees as specified therein

**"Third Party Security Providers"** means EFT Trebinje and EFT AG

**"Unicredit Account Bank Agreement"** means the account bank agreement dated 20 June 2012 between the Borrower, Unicredit and the Agent together with the related account operating mandates and account bank fee letter

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

Continuation page (7)

EFT International Investments Holdings Limited (07425887)

**Note (2):** The Deed provides that

- 1     **Security:** The Assignor shall not create or permit to subsist any Security over the Assigned Contracts except for certain limited exceptions specified in clause 24.3 (*Negative pledge*) of the Facility Agreement or as otherwise permitted by the Security Agent
- 2     **Disposal:** The Assignor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Assigned Contract or its rights thereunder except as otherwise permitted by the Security Agent



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

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

**COMPANY NO. 7425887  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF  
SHAREHOLDER LOAN DATED 20 JUNE 2012 AND CREATED BY  
EFT INTERNATIONAL INVESTMENTS HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS TO ANY FINANCE PARTY 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 11 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2012

✓✓



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES