



Companies House

MR01(ef)

Registration of a Charge

Company name: **ZINCOX RESOURCES PLC**

Company number: **03800208**

Received for Electronic Filing: **07/08/2013**



X2EA3V57

Details of Charge

Date of creation: **30/07/2013**

Charge code: **0380 0208 0005**

Persons entitled: **LANDSEER MANAGEMENT SERVICES LIMITED
ANDREW CHARLES WOOLLETT
GRAHAM NICHOLAS HAZELL
GAUTUM SHASHICHANDRA DALAL**

There are more than four persons entitled to the charge.

Brief description: **FIRST CHARGE OF ZINCOX RESOURCES PLC'S RIGHTS, TITLE AND
INTEREST IN AND TO THE ACCOUNT BALANCES (AS DEFINED IN THE
DEED OF CHARGE OVER ACCOUNT BALANCES).**

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HOWARD BARRIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3800208

Charge code: 0380 0208 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2013 and created by ZINCOX RESOURCES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2013 .

Given at Companies House, Cardiff on 7th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 30 July 2013

- (1) ZINCOX RESOURCES PLC (as Chargor)
- (2) THE PERSONS LISTED IN SCHEDULE 1 (each as a Subscriber)

Deed of charge over account balances

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THIS DEED is made on 30 July 2013

- (1) **ZINCOX RESOURCES PLC**, a company incorporated in England and Wales with registered number 03800208 and whose registered office is at Knightway House, Park Street, Bagshot, Surrey GU19 5AQ), (the "**Chargor**"); and
- (2) **THE PERSONS LISTED IN SCHEDULE 1** (the "**Subscribers**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, all capitalized terms have the meanings given to them in the Note Subscription Agreement (defined below). In this Deed:

"Account" means the account of the Chargor held with the Account Bank of which brief particulars are set out in Schedule 2 (*The Account*) and into which all receivables which are the subject of the Assignment Agreement are to be paid.

"Account Bank" means HSBC Bank plc.

"Account Balance" means the sum from time to time standing to the credit of the Account, together with any interest (including interest compounded and treated as capital) and other rights, benefits or sums accruing, offered or arising to, in respect of or incidental to the Account, and the debts represented by the Account.

"Discharge Date" means the date with effect from which the Subscribers confirm to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Subscribers cancelled.

"Insolvency Act" means Insolvency Act 1986.

"LPA" means Law of Property Act 1925.

"Note Subscription Agreement" means the note subscription agreement entered into on or around the date hereof between the Chargor, the Subscribers and the Turkish Obligor.

"Party" means a party to this Deed.

"Secured Assets" means the assets charged pursuant to clause 3.1 (*Grant of security*) or otherwise the subject of any security created by or pursuant to this Deed and includes any part or parts of such assets.

"Secured Obligations" means all indebtedness and all obligations or liabilities of any kind, whether actual or contingent, which may now or at any time in the future be due, owing or incurred by the Chargor to the Subscribers (or any of them) under this Deed, the Note Subscription Agreement or the Notes or any other Transaction Document (other than the Warrant Instrument or the Warrants), whatever their nature or basis, in any currency or currencies and however they are described.

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date.

"VAT" means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

1.2 Construction

In this Deed:

1.2.1 any reference to:

- 1.2.1.1 the word **"assets"** includes present and future property, revenue, rights and interests of every kind;
- 1.2.1.2 the word **"guarantee"** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
- 1.2.1.3 the word **"indebtedness"** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
- 1.2.1.4 the word **"law"** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word **"lawful"** and similar words and phrases are to be construed accordingly;
- 1.2.1.5 the word **"person"** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality);
- 1.2.1.6 the word **"regulation"** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- 1.2.1.7 the word **"security"** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
- 1.2.1.8 the word **"set-off"** includes analogous rights and obligations in other jurisdictions;
- 1.2.1.9 the word **"sums"** includes all sums or amounts denominated in any currency whatever and includes the proceeds of any conversion of any sum or amount from one currency to another; and
- 1.2.1.10 the word **"tax"** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature

(including any interest or penalty for late payment or non-payment);

- 1.2.2 except where this Deed expressly states otherwise, each term used in this Deed which is defined in the Note Subscription Agreement has the same meaning as in the Note Subscription Agreement, construed in accordance with the Note Subscription Agreement;
- 1.2.3 where something (or a list of things) is introduced by the word "**including**", or by the phrase "**in particular**", or is followed by the phrase "**or otherwise**", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
- 1.2.4 each reference to the "**Chargor**" or to the "**Subscribers**" includes its successors in title and its permitted assignees or permitted transferees;
- 1.2.5 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);
- 1.2.6 each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this Deed or of the Note Subscription Agreement;
- 1.2.7 each reference to the singular includes the plural and vice versa, as the context permits or requires;
- 1.2.8 the index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it;
- 1.2.9 each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or Schedule to this Deed;
- 1.2.10 wherever this Deed states that the Chargor must not take a particular step without the consent of the Subscribers, each Subscriber has discretion whether to give its consent and can impose conditions on any such consent it gives; and
- 1.2.11 an Event of Default is "**continuing**" if it has not been waived.

2. COVENANT TO PAY

2.1 Covenant

The Chargor hereby, as primary obligor and not merely as surety, covenants with each of the Subscribers that it will pay, discharge and perform the Secured Obligations in accordance with the terms of the Note Subscription Agreement the Notes and the other applicable Transaction Documents, in each case, when due.

3. CHARGING CLAUSE

3.1 Grant of security

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations by way of first charge to each of the Subscribers all its rights, title and interest in and to the Account Balances.

3.2 Continuing security

All the security granted or created by this Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations and the Chargor hereby waives its right to require any Subscriber to first enforce any other security interest (whether or not pursuant to any other Security Document) in priority to enforcement of the security granted by the Chargor hereunder.

3.3 Assignment of Receivables Agreement

The Chargor shall procure that all receivables which are the subject of the Assignment Agreement shall be credited to the Account and acknowledges that the proceeds of such receivables have been assigned by way of security to the Security Agent on behalf of the Subscribers and accordingly that save as provided in Clause 7.2.4 the Chargor has no beneficial interest in the Account Balance from time to time.

3.4 Full title guarantee and implied covenants

All the security created or given under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4. UNDERTAKINGS

The Chargor undertakes to each of the Subscribers in the terms of the following provisions of this clause 4, all such undertakings to commence on the date of this Deed and to continue throughout the Security Period:

4.1 Give notice of security

it will give to the Account Bank, immediately following execution of this Deed, notice of the security created by this Deed in the form of the letter set out in Schedule 3 (*Notice of security*);

4.2 No payments or withdrawals

it will not, other than in accordance with clause 5 of this Deed or otherwise with the prior consent of the Subscribers, make or allow to be made any withdrawal of or any payment out of any amount standing to the credit of the Account from time to time other than to pay to Subscribers (or any of them) any Secured Obligations due at that time;

4.3 Operation of Accounts

It will take all necessary action to ensure that the Account is operated in accordance with the terms of this Deed;

4.4 Claims

It will promptly inform each of the Subscribers of any material claims of which it becomes aware relating to the Account or the Account Balance;

4.5 Notification of sales of land, Bank statements

4.5.1 The Chargor shall promptly notify each of the Subscribers of the details of any contracts entered into by the Turkish Obligor for the sale of any Sold Light Industrial Zone Land or, as the case may be, any Unsold Light Industrial Zone Land, including the name and address of the purchaser, description of the relevant land (including its plot number details), details of the total purchase price, dates and amounts of payment instalments; and

4.5.2 The Chargor shall provide each of the Subscribers monthly with a copy of a bank statement relating to the Account showing all debits and credits to the account in the period since the immediately previous such statement sent to the Subscribers.

4.6 Further assurance

4.6.1 It will (at its own expense) promptly execute and deliver all such documents and do all such things or procure the execution of documents and doing of such things as are reasonably required by any Subscriber to give full effect to this Deed and the matters and transactions intended to be effected hereby;

4.6.2 It will (at its own expense) if requested by any of the Subscribers within 21 days of such request set up a first priority English law governed security over a blocked collection account in the name of the Chargor in the form of the Fixed Account Charge, and will procure that all receivables assigned or to be assigned under the Assignment Agreement and not yet then paid, will be paid into such account and all Account Balances shall be transferred to such account. Alternatively, if the Subscribers agree, the Chargor shall set up an escrow account in the name of an escrow agent approved by the Subscribers to receive and be paid all such sums and out of which Secured Obligations when due from time to time shall be paid by such escrow agent at the direction of the Subscribers or any of them;

4.6.3 it will at all times (and forthwith upon any Subscriber's written request) but at the Chargor's own expense take all steps (including the making of all filings and registrations and the payment of all fees and taxes) and execute all documents necessary or, in the reasonable opinion of any Subscriber, desirable (a) to render effective and valid any security or any right or power created or intended to be created or evidenced under or by this Deed but which is or may be ineffective or invalid, (b) to perfect, protect or improve any such security or to facilitate its enforcement or realisation, (c) to protect each Subscriber's position under this Deed or any other deed or document entered into pursuant to this Deed or (d) in connection with the exercise of any of any rights

or powers by any Subscriber under or in relation to this Deed, and so that any security document required to be executed pursuant to this clause will be in such form and will contain such provisions as any Subscriber may reasonably require; and

4.7 Deposit of documents

It will promptly at any Subscriber's request deposit with a third party approved by any Subscriber for the benefit of each of the Subscribers the originals of all such certificates, acknowledgements, letters, statements or other documents relating to the Secured Assets as such Subscriber may reasonably require.

5. NOT USED

6. ENFORCEABILITY

For the purposes of all powers implied by the LPA or any other applicable statute the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Subscribers exercisable on the date of this Deed, but, as between the Subscribers and the Chargor, the power of sale shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing.

7. ENFORCEMENT OF SECURITY

7.1 At any time after the Subscribers' power of sale has become exercisable, any Subscriber may provide written notice to the other Subscribers and the Account Bank that it intends to enforce all or any part of the security created by this Deed and, immediately thereafter, in its absolute discretion, may enforce all or any part of the security created by this Deed in such lawful manner as it thinks fit, including by instructing the Account Bank to cease permitting withdrawals from the Account Bank by the Chargor.

7.2 All proceeds of enforcement of all or any part of the security created by this Deed shall be applied towards the Secured Obligations in the following order:

7.2.1 first, in or towards payment of all costs, charges and expenses incurred in effecting such enforcement;

7.2.2 secondly, on a pari passu and pro rata basis all other costs, charges and expenses due under the Transaction Documents to the Subscribers (or any of them);

7.2.3 thirdly, on a pari passu and pro rata basis, all principal, interest and other amounts owing to the Subscribers under the Transaction Documents; and

7.2.4 fourthly, the payment of the surplus (if any) to the Chargor or any other person entitled to it.

7.3 In the event that a Subscriber recovers any amount on enforcement of the security created by this Deed other than in accordance with clause 7.2 (a "Recovering Subscriber" and "Excess Recovery" respectively) it shall pay to each of the other Subscribers an amount equal to such Subscriber's pro rata share in the Excess Recovery recovered by the Recovering Subscriber in accordance with clause 7.2. In making such distribution a certificate by the Chargor as to each Subscriber's respective entitlement shall be prima facie

evidence of the same. Pending payments of any Excess Recovery the Recovering Subscriber shall hold the Excess Recovery on trust for the other Subscribers.

- 7.4 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any security affecting the Secured Assets or any of them which ranks in priority to the security created by this Deed and the holder of such prior security takes any steps to enforce such security, a Subscriber may, at its option, take a transfer of, or repay the indebtedness secured by, such security.

8. PROTECTION OF THIRD PARTIES

A buyer from, or other person dealing with a Subscriber will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.

9. PROTECTION OF SUBSCRIBERS

9.1 Subscribers' receipts

No Subscriber shall be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who that Subscriber, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

9.2 Exclusion of liability

9.2.1 No Subscriber will be liable to the Chargor for any expense, loss liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

9.2.2 The Chargor may not take any proceedings against any officer, employee or agent of any Subscriber in respect of any claim it might have against such Subscriber or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.

9.2.3 Any officer, employee or agent of any Subscriber may rely on this clause 9 under the Third Parties Act.

9.3 Effect of possession

If a Subscriber enters into possession of the Secured Assets, this will not oblige that Subscriber to account as mortgagee in possession, and if a Subscriber enters into possession at any time of the Secured Assets they may at any time at their discretion go out of such possession.

9.4 Chargor's indemnity

The Chargor agrees with each Subscriber to indemnify such Subscriber on demand against any costs, loss or liability incurred by it in respect of:

9.4.1 any exercise of the powers of the Subscriber or any attempt or failure to exercise those powers; and

9.4.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

10. POWER OF ATTORNEY

10.1 Grant of power

The Chargor irrevocably and by way of security appoints each Subscriber and any person nominated for the purpose by any Subscriber (in writing, under hand, signed by a Subscriber) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 10.2 below.

10.2 Extent of power

The power of attorney granted in clause 10.1 above allows each Subscriber, or such nominee, in the name of the Chargor, on its behalf and as its act and deed to:

10.2.1 perfect the security given by the Chargor under this Deed; and

10.2.2 execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or which such Subscriber, or such nominee may in their absolute discretion reasonably consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of such Subscriber under, or otherwise for the purposes of, this Deed.

10.3 Ratification

The Chargor covenants with each Subscriber to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this clause 10.

11. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

11.1 Conditions applicable to power of sale etc.

11.1.1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of clause 5 (*Enforceability*)), the conditions set out in that section as to when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed; and

11.1.2 each Subscriber may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

11.2 Extension of powers of sale, etc.

Each Subscriber shall have and enjoy all the powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this Deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this Deed, those contained in this Deed shall prevail.

11.3 Application of proceeds

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Subscribers.

12. OTHER MISCELLANEOUS PROVISIONS

12.1 Powers, rights and remedies cumulative

The powers, rights and remedies provided in this Deed are in addition to (and not instead of), powers, rights and remedies under law.

12.2 Exercise of powers, rights and remedies

If a Subscriber fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If a Subscriber exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

12.3 No assignment by Chargor

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Subscribers.

12.4 Costs

The Chargor shall pay all costs of any Subscriber reasonably incurred by such Subscriber in respect of the protection, preservation or enforcement of the security constituted pursuant to this Deed, and if such costs are paid by any Subscriber then the Chargor shall reimburse in full (on an after tax basis) such Subscriber accordingly.

12.5 Transfer by Subscribers

12.5.1 Save as otherwise provided in the Note Subscription Agreement, the Subscribers may not at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.

12.5.2 Any Subscriber may disclose any information about the Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign or novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests and which in each case are permitted under the Note Subscription Agreement.

- 12.5.3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been a Party.

12.6 Avoidance of settlements and other matters

- 12.6.1 Any payment made by the Chargor, or settlement or discharge between the Chargor and any Subscriber, is conditional upon no security or payment to such Subscriber by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Subscriber's other rights under this Deed) such Subscriber shall be entitled to recover from the Chargor the value which such Subscriber has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.
- 12.6.2 If any Subscriber, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 12.6.1, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.

12.7 Release of security

On the Discharge Date (but subject to clause 12.6 (*Avoidance of settlements and other matters*)) the Subscribers shall at the request and cost of the Chargor execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

13. NOTICES

Any notice to be given under or in connection with this Deed shall be in writing and shall be delivered personally and sent by prepaid first class post, if to the Chargor, addressed to the Company Secretary at the address noted in the Note Subscription Agreement and, if to a Subscriber, to the address specified in Schedule 1 of the Note Subscription Agreement (or such other address as such Subscriber shall have previously notified the Chargor) in writing and shall be deemed to have been duly given or made as follows:

- 13.1 if personally delivered, upon delivery at the address specified above; or
- 13.2 if sent by first class post to an address in the United Kingdom, two Business Days after the date of posting; or
- 13.3 if sent by airmail to an address outside the United Kingdom, five Business Days after the date of posting.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW AND JURISDICTION

15.1 This Deed and any non-contractual obligations arising out of or in connection with this Agreement are governed by and shall be construed in accordance with English law.

15.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes which arise out of or in connection with this Deed (including (without limitation) in relation to any non-contractual obligations). The Chargor and the Subscribers irrevocably submit to the exclusive jurisdiction of the English courts

16. THIS DEED

16.1 Consideration

The Chargor has entered into this Deed in consideration of the Subscribers agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed between them.

16.2 Execution of this Deed - counterparts

If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

16.3 Execution of this Deed - formalities

This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

16.4 Partial invalidity

16.4.1 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

16.4.2 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).

16.5 Conflict

If there is any conflict between the provisions of the Note Subscription Agreement and the provisions of this Deed, the provisions of the Note Subscription Agreement shall prevail.

16.6 Other security

This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Subscribers (or any of them) may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

The Subscribers

Subscriber	Registration number Address for notices
Landseer Management Services Limited	<p>Company number 06652074</p> <p>Registered address: 1 Charterhouse Street, London, EC1N 6SA</p> <p>Address for notices: As above</p>
Andrew Charles Woollett	East Oakley House Oakley, Basingstoke RG23 7LH
Graham Nicholas Hazell	Ashe Park, Steventon RG25 3AZ
Gautam Shashichandra Dalal	99 Copse Wood Way, Northwood HA6 2TU
Wynter Bee LLP	<p>Partnership Number OC371166</p> <p>Sunnymede, New England Hill, West End, Woking, Surrey GU24 9PY</p>
Peter Hillier Beck	Flat 4, Bay Harbour View 83 Banks Road Bournemouth BH13 7PP

SCHEDULE 2

The Account

HSBC Bank PLC
Reading Branch

Sort code - 403804

Account number - 84542525

IBAN - GB48MIDL40380484542525

SCHEDULE 3

Notice of Security

To: [name and address of HSBC as account bank] (the "**Account Bank**")

Dated: [date]

Dear Sirs,

Re: Account No: 84542525 (the "**Account**")
Account Branch Reading Branch
Account Holder: ZINCOX RESOURCES PLC (the "**Account Holder**")

We hereby notify you that by a Deed of Charge dated [date] (the "**Deed**") made by the Account Holder in favour of the note subscribers listed in Appendix 1 to this Notice (the "**Subscribers**") the Account Holder has charged to the Subscribers all its right, title and interest in all sums from time to time standing to the credit of the Account, together with interest (including interest compounded and treated as capital) and other rights, benefits or sums accruing to the Account and the debts represented by the Accounts (in aggregate the "**Deposits**").

We are subject to certain obligations to the Subscribers regarding the operation of the Account but the Account Bank does not have any responsibility for monitoring or controlling any movements on the Account, including any withdrawals until such time as the Account Bank receives notice from any Subscriber stating that the Account Holder shall no longer be permitted to make withdrawals in which case the Account Bank will not permit the Account Holder to make withdrawals.

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
ZINCOX RESOURCES PLC

APPENDIX 1

to the Notice of Security

Subscriber	Registration number Address for notices
Landseer Management Services Limited	Company number 06652074 Registered address: 1 Charterhouse Street, London, EC1N 6SA Address for notices: As above
Andrew Charles Woollett	East Oakley House Oakley, Basingstoke RG23 7LH
Graham Nicholas Hazell	Ashe Park, Steventon RG25 3AZ
Gautam Shashichandra Dalal	99 Copse Wood Way, Northwood HA6 2TU
Wynter Bee LLP	Partnership Number OC371166 Sunnymede, New England Hill, West End, Woking, Surrey GU24 9PY
Peter Hillier Beck	Flat 4, Bay Harbour View 83 Banks Road Bournemouth BH13 7PP

EXECUTION

THE CHARGOR

Executed as a deed by **ZincOx Resources plc**,
acting by a director



Simon Hall

Director

in the presence of:

IAN HALLIWELL

Witness Signature:



Witness Name:

Witness Address:

*3 SANDROCK HILL RD, FARNHAM
SURREY, GU10 4NR*

Witness Occupation:

COMPANY SECRETARY

THE SUBSCRIBERS

Executed as a deed by **Landseer
Management Services Limited**, acting by a
director

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTION

THE CHARGOR

Executed as a deed by **ZincOx Resources plc**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

THE SUBSCRIBERS

Executed as a deed by **Landseer
Management Services Limited**, acting by a
director

Director **RICHARD DEWES**

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

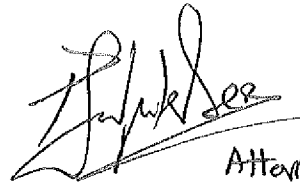


Rahul

RAHUL MALHE


**1 CHARTERHOUSE STREET
LONDON, EC1N 6SA
FINANCIAL CONTROLLER**

Executed as a deed by **Andrew Charles Woollett:**



Attorney for Andrew Charles
Woollett

in the presence of:

Witness Signature: 

Witness Name: CHARLES HENRY WHIFFIN

Witness Address: 2 Tellowgreen Drive
Billey, Surrey

Witness Occupation: Burglar

Executed as a deed by **Graham Nicholas Hazell:**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed by **Andrew Charles Woollett:**

in the presence of:

Witness Signature:

Witness Name:


Witness Address:

Witness Occupation:

Executed as a deed by **Graham Nicholas Hazell:**



in the presence of:

Witness Signature: 

Witness Name: KATHERINE CLARKE

Witness Address: HONEYBOT COTTAGE, HANNINGTON,
TADLEY, HANTS RG26 5VA

Witness Occupation: PERSONAL ASSISTANT

Executed as a deed by **Gautam Shashichandra Dalal:**



in the presence of:

Witness Signature: 

Witness Name: **IAN HALLIWELL**

Witness Address: **3 SANDROCK HILL RD, FARNHAM, SURREY, GU10 4NR**

Witness Occupation: **COMPANY SECRETARY**

Executed as a deed by **Wynter Bee LLP,**
acting by a member:

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed by **Gautam Shashichandra Dalal:**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a deed by **Wynter Bee LLP,**
acting by a member:

PETER FRANCIS WYNTER BEE



in the presence of:

Witness Signature:



Witness Name: CHARLES HENRY WHIFFIN

Witness Address: 2 Yellowman Drive
Bisley, Surrey

Witness Occupation: Barrister

Executed as a deed by **Peter Hillier Beck:**



In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



LORRAINE WHITTHORN
26 BRUTON WAY
FOREST PARK
RG 12 0 6-J

P.A.