

MG01

Particulars of a mortgage or charge



029232/13

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**

You cannot use  
particulars of a  
company To do  
form MG01s



PMO 141410 35  
COMPANIES HOUSE

LD3 06/04/2010 154  
COMPANIES HOUSE

please

gov.uk

For official use

1

**Company details**

Company number 04261274

Company name in full Miller Argent (South Wales) Limited  
(the "Company")

**Filing 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 02/09/2007

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 Legal Charge (the "Legal Charge")

4

**Amount secured**

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

Amount secured All or any monies, liabilities and  
obligations, whether actual or contingent and  
whether owed jointly or severally or as  
principal debtor, guarantor, surety or  
otherwise, which are now or may at any time  
hereafter (whether before or at any time after  
demand) be or become due in any manner by the  
Obligors to the Finance Parties under the  
Facilities Agreement and the other Finance  
Documents, and all or any monies, liabilities  
and obligations due by the Chargors under or  
pursuant to the Legal Charge (the "Secured  
Obligations").

(See continuation page for definitions)

**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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Credit Suisse AG as Security Agent for the Finance Parties	
Address	Giesshubelstrasse 30, CH-8070 Zürich, Switzerland	
Postcode		
Name		
Address		
Postcode		

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

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>Negative pledge</b></p> <p>The Company covenants with the Security Agent that, save as expressly permitted by the Facilities Agreement, it shall not create, agree or attempt to create or permit to subsist any Security Interest over or in respect of any of the Security Assets other than any Permitted Security Interest.</p> <p>(See continuation page for short particulars of the property mortgaged or charged and for definitions)</p>	

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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

N/A

### 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 866).

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 870). 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 *Wm Greig*  
*WILLIAM GREIG*  
*For McGing & 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 Jamie Macpherson

Company name MCGRIGORS LLP

Address 5 Old Bailey

Post town London

County/Region

Postcode E C 4 M 7 B A

Country

DX DX 227 LONDON CHANCERY LANE

Telephone 020 7054 2500



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Borrower" means the Ffos-y-Fran Limited Partnership (registered number LP008262) acting through its general partner Miller Argent (South Wales) Limited (registered number 04261274),</p> <p>"Chargors" means the Company and MA(N)L,</p> <p>"Facilities Agreement" means the facilities agreement made between the Borrower, the Facility Agent and others dated 22 February 2010 (as amended and restated on 29 March 2010),</p> <p>"Facility Agent" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> <li>(a) the Facilities Agreement,</li> <li>(b) the Account Bank Agreement,</li> <li>(c) the Hedging Agreements,</li> <li>(d) the Security Documents,</li> <li>(e) the Sponsors' Confirmations,</li> <li>(f) the Miller Guarantee,</li> <li>(g) the Argent Guarantee,</li> <li>(h) any Accession Letter,</li> <li>(i) any Compliance Certificate,</li> <li>(j) any Fee Letter,</li> <li>(k) any Utilisation Request</li> </ul> <p>(each as defined in the Facilities Agreement), and</p> <ul style="list-style-type: none"> <li>(l) any other document designated as a "Finance Document" by the Facility Agent and the Borrower,</li> </ul> <p>"Finance Party" means the Facility Agent, the Arranger, the Security Agent, a Lender or a Hedging Bank (each as defined in the Facilities Agreement),</p> <p>"General Partner" means Miller Argent (South Wales) Limited (registered number 04261274) in its capacity as general partner of the Ffos-y-Fran Limited Partnership (registered number LP008262),</p> <p>"MA(N)L" means Miller Argent (Nominee No 1) Limited (registered number 04261269),</p> <p>"MA(SW)L" means Miller Argent (South Wales) Limited (registered number 04261274) acting on its own behalf,</p> <p>"Obligor" means each of the Borrower, the General Partner (in its capacity as such), MA(SW)L and MA(N)L,</p> <p>"Security Agent" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees and any person or persons for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents</p>

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Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured		

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## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

1	<b>SECURITY</b>
	In security for the payment and discharge of the Secured Obligations, the Chargors, with full title guarantee, create the fixed Security Interests set out in the following provisions of this Clause in favour of the Security Agent.
1.1	<b>Mortgages and charges</b>
1.1.1	<b>Land</b>
	The Chargors charge by way of first legal mortgage, all estates and interests in the Specified Properties together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining to them.
1.1.2	<b>Plant, machinery and chattels</b>
	The Chargors charge by way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by them, and their interest in all plant, machinery and other chattels held by them under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by them to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by them in relation thereto.
1.1.3	<b>Miscellaneous</b>
	The Chargors charge by way of first fixed charge
	(a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by them in connection with the Project or the use of any Security Asset and any right to payment of compensation thereunder,
	(b) the proceeds of sale of any part of the Security Assets, and
	(c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargors in respect of the Mortgaged Properties or any moneys paid or payable in respect of those covenants
1.2	<b>Assignments</b>
1.2.1	<b>Specified Agreements</b>
	The Chargors assign absolutely by way of security, the benefit of and their whole present and future rights under the Specified Agreements and all other contracts or agreements relating to the Project or the Site to which they are or may at any time hereafter be or become a party (other than the Covanta Option Agreement) and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Chargors under or in respect thereof and all the Chargors' present and future claims, rights, remedies and causes of action thereunder.
1.2.2	<b>Specified Insurances</b>
	The Chargors assign absolutely by way of security, the benefit of and their whole present and future rights and claims under, or in respect of, the Specified Insurances and all other Insurances including, without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums
	<b>Definitions</b>
	"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder,

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

**"Borrower"** means the Ffos-y-Fran Limited Partnership (registered number LP008262) acting through its general partner Miller Argent (South Wales) Limited (registered number 04261274),

**"Certificate of Title"** means a certificate of title, prepared by Lovells LLP, relating to the ffos-y-fran site and addressed to, and/or capable of being relied upon by, *inter alia*, the Security Agent and the other Finance Parties,

**"Chargors"** means the Company and MA(N)L,

**"Covanta Option Agreement"** means the option agreement for land at Cwmbargoed, Merthyr Tydfil dated on or around the date of the Facilities Agreement among the General Partner and MA(N)L, Covanta Energy Limited and Covanta Holding Corporation,

**"Facilities Agreement"** means the facilities agreement made between the Borrower, the Facility Agent and others dated 22 February 2010 (as amended and restated on 29 March 2010),

**"Facility Agent"** means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees,

**"Finance Document"** means

- (a) the Facilities Agreement,
  - (b) the Account Bank Agreement,
  - (c) the Hedging Agreements,
  - (d) the Security Documents,
  - (e) the Sponsors' Confirmations,
  - (f) the Miller Guarantee,
  - (g) the Argent Guarantee,
  - (h) any Accession Letter,
  - (i) any Compliance Certificate,
  - (j) any Fee Letter,
  - (k) any Utilisation Request
- (each as defined in the Facilities Agreement), and
- (l) any other document designated as a **"Finance Document"** by the Facility Agent and the Borrower,

**"Finance Party"** means the Facility Agent, the Arranger, the Security Agent, a Lender or a Hedging Bank (each as defined in the Facilities Agreement),

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Properties,

**"General Partner"** means Miller Argent (South Wales) Limited (registered number 04261274) in its capacity as general partner of the Ffos-y-Fran Limited Partnership (registered number LP008262),

**"Insurances"** means all policies or contracts of insurance or assurance which are general to the Chargors' business and all policies or contracts of insurance or assurance relating to the Site and/or the Project now or hereafter effected by the Chargors or on their behalf or in which they may have an interest,



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

"MA(N)L" means Miller Argent (Nominee No 1) Limited (registered number 04261269);

"MA(SW)L" means Miller Argent (South Wales) Limited (registered number 04261274) acting on its own behalf;

"Mortgaged Properties" means all freehold or leasehold properties from time to time forming part of the Security Assets (including the Specified Properties),

"Obligor" means each of the Borrower, the General Partner (in its capacity as such), MA(SW)L and MA(N)L,

"Permitted Security Interest" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Obligor,
- (b) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by an Obligor,
- (c) any Security Interest constituted by the Deferred Payment Asset Purchases (as defined in the Facilities Agreement), and
- (d) any Security Interest constituted by the Security Documents (as defined in the Facilities Agreement),

"Premises" means all buildings and erections from time to time forming part of the Mortgaged Properties,

"Project" means the Ffos-y-Fran land reclamation scheme and coal mining activities on the Site,

"Security Agent" means Credit Suisse AG and shall be construed to include its successors in title, permitted assigns and permitted transferees and any person or persons for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Chargors which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Legal Charge,

"Security Interest" means a floating charge, debenture, mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or other security interest of any kind or any agreement or arrangements having substantially the same economic or financial effect (including any "hold back" or "flawed asset" arrangement),

"Site" means the land on which the Project is to be undertaken, comprising the freehold and leasehold land described in schedule 5 to the Certificate of Title but excluding the land in relation to the Covanta Option Agreement,

"Specified Agreements" means

- (a) agreement dated 17 September 2004 between Merthyr Tydfil County Borough Council (1), Celtic Energy Limited (2) and Miller Argent (South Wales) Limited and Miller Argent (Nominee No 1) Limited (3),
- (b) section 278 agreement dated 11 June 2007 between Merthyr Tydfil County Borough Council (1), Miller Argent (South Wales) Limited (2) and HCC International Insurance Company plc (3),

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (c) section 38, 278 and 111 agreement dated 23 June 2008 between Merthyr Tydfil County Borough Council (1), Miller Argent (South Wales) Limited (2) and HCC International Insurance Company plc (3);
- (d) objection 38 agreement dated 1 October 1998 between Celtic Energy Limited (1) and Judith Jones and William Miles on behalf of the Commoners Association (2),
- (e) opencast agreement dated 1 October 1998 between Celtic Energy Limited (1) and the Commoners Association (2),
- (f) agreement dated 1 August 1979 between the Commoners Association (1) and the National Coal Board (2),
- (g) agreement dated 3 July 2000 between David Parry (1) and Celtic Energy Limited (2),
- (h) agreement dated 3 July 2000 between Thomas Elwyn Parfitt (1) and Celtic Energy Limited (2),
- (i) agreement dated 3 July 2000 between Lorraine Howells (1) and Celtic Energy Limited (2),
- (j) agreement dated 8 December 1999 between D W Wigley and P M Wigley (1) and Celtic Energy Limited (2),
- (k) agreement dated 1 September 2004 between G.I Isaac (1) and Miller Argent (South Wales) Limited (2),
- (l) agreement dated 25 August 2004 between Andrew Harris (1) and Miller Argent (South Wales) Limited (2) as amended by a deed of variation dated 4 August 2008,
- (m) operating (opencast) licence issued by the Secretary of State for Trade and Industry in favour of the British Coal Corporation dated 31 October 1994,
- (n) lease of ffos-y-fran between the Coal Authority (1) and Celtic Energy Limited (2) dated 4 February 1998, and
- (o) lease of additional areas granted by the Coal Authority in favour of Miller Argent (South Wales) Limited and Miller Argent (Nominee No 1) Limited dated 17 January 2008,

"Specified Insurances" means the Agreed Insurances (as defined in the Facilities Agreement),

"Specified Properties" means the freehold and leasehold properties specified in Schedule 1 to the Legal Charge

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**Particulars of a mortgage or charge**

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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## PROFORMA

### Company Name and Company Number

- Miller Argent (South Wales) Limited (company number 04261274), and
- Miller Argent (Nominee No 1) Limited (company number 04261269)

### Contact Name/ Organisation

- Jamie McPherson or Marcos Spanos at McGrigors LLP

### Address

- McGrigors LLP, 5 Old Bailey, EC4M 7BA, London

- **The following details will need to be added, amended or deleted to the Form MG01**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

(Please give the instructions in the box below)

The definition of "**Specified Properties**" in the forms MG01 in relation to Miller Argent (South Wales) Limited (company number 04261274) and Miller Argent (Nominee No 1) Limited (company number. 04261269) are to be deleted and replaced with the definition below

"**Specified Properties**" means the land at Ffos-y-Fran, Merthyr Tydfil, part freehold, part leasehold with the following registered title numbers

WA417612

WA588950

WA607976

WA611923

WA612554

WA640380

WA658511

WA660409

WA673735

WA673739, with the exception of such part of title WA673739 as is within the area hatched red on the plan annexed to the Legal Charge

WA685369

WA685371

WA731610

WA736447

WA737439

WA739233

WA825857

WA844267

WA854073

WA854074

CYM143369

CYM143372

CYM143374



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

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

**COMPANY NO. 4261274  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29  
MARCH 2010 AND CREATED BY MILLER ARGENT (SOUTH  
WALES) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE OBLIGORS TO THE FINANCE  
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  
14 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010

DX  
2



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES