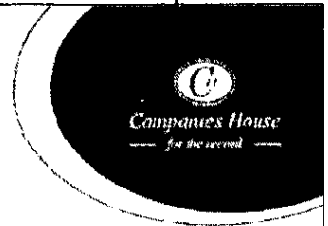


559982/91

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



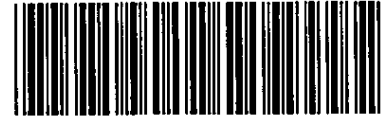
A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
Scottish company. To do this
please use MG01s.

WEDNESDAY



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A19

04/11/2009

118

COMPANIES HOUSE

1 Company details

Company number 4 2 9 8 0 3 7

Company name in full Aardvark TFC Limited (the "Company")

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 02 11 2009

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 Debenture dated 2 November 2009 between the Company and others and HSBC Corporate
Trustee Company (UK) Limited as security trustee for itself and each of the Secured Finance
Parties (the "Security Agent") (the "Debenture")

4 Amount secured

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

Amount secured Please see attached Continuation Page.

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 HSBC Corporate Trustee Company (UK) Limited as Security Agent

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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 Page.

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: <ul style="list-style-type: none">- 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature Please sign the form here. Signature <div style="text-align: center;"></div> 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 Michael Kidd

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region West Yorkshire

Postcode

L S 1 5 A B

Ref: MK02/55165.07779 Doc No. 22889360

dx 26440 Leeds 28

Telephone 0113 294 5212



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 the 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 or email 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

MG01 — continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Any liability expressed to be due, owing or payable by any Chargor to the Secured Finance Parties under or in connection with any of the Secured Finance Documents (each a "**Secured Liability**" and together the "**Secured Liabilities**").

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars	
	<p>1. CHARGES</p> <p>1.1 As a continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent all its right, title and interest from time to time in each of the following assets:-</p> <p>1.1.1 by way of first legal mortgage all Land which is described in Schedule 1 of this form;</p> <p>1.1.2 by way of first fixed charge all other Land vested in the Company on the date of the Debenture to the extent not effectively charged by clause 3.1.1 of the Debenture (set out in paragraph 1.1.1 above) and all Land acquired by the Company after the date of the Debenture;</p> <p>1.1.3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge, the Shares;</p> <p>1.1.4 by way of first fixed charge:-</p> <p>(a) the Securities;</p> <p>(b) the Intellectual Property;</p> <p>(c) the Monetary Claims;</p> <p>(d) the Fixed Plant and Equipment;</p> <p>(e) the Loose Plant and Equipment;</p> <p>(f) the Accounts (other than the Assigned Accounts);</p> <p>(g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment;</p> <p>(h) to the extent not assigned or effectively assigned by clause 3.3 of the Debenture (set out in paragraph 1.3 below), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property; and</p> <p>(i) its present and future goodwill and uncalled capital.</p> <p>1.2 As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent by way of first floating charge the whole of the Company's undertaking and assets,</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland. The floating charge created by the Debenture is to be valid over any assets and undertaking of the Company located in Scotland regardless of whether they are effectively charged or assigned by way of fixed security pursuant to the Debenture.

1.3 The Company with full title guarantee assigned absolutely in favour of the Security Agent, but subject to the right of the Company to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

1.3.1 the Specific Contracts;

1.3.2 the Insurances;

1.3.3 the Assigned Accounts; and

1.3.4 all rights under any agreement to which it is a party and which is not mortgaged or charged under clause 3.1 of the Debenture (set out in paragraph 1.1 above) ,

together with all Related Rights in respect of such Charged Property, provided that the Company is entitled until the Enforcement Date to exercise all rights assigned under clause 3.3 of the Debenture (as set out in paragraph 1.3 above) (subject to the terms of the Secured Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable the Company to do so.

2. **NEGATIVE PLEDGE**

The Company has covenanted that it will not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents.

3. **QUALIFYING FLOATING CHARGE**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture.

4. **TRUST**

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Security Agent.

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

Definitions

"Account"	means any account opened or maintained by the Company at any bank or financial institution
"Assigned Accounts"	means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Agent and the Parent to be an Assigned Account
"Agent"	means HSBC Bank plc
"Charged Property"	means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to the Debenture
"Chargor"	means ATH Resources PLC, ATH Regeneration Limited, Aardvark TFC Limited, Aardvark TMC Limited, A Ogden & Sons Limited, ATH Garleffan Limited or ATH (2009) Limited
"Enforcement Date"	means the date on which the Security Agent or any other Secured Finance Party first takes Enforcement Action (as defined in the Debenture)
"Facility Agreement"	means the £30,000,000 multicurrency revolving credit facility dated 2 November 2009 and entered into by, amongst others, the Chargors as Borrowers and Guarantors, HSBC Bank plc and Clydesdale Bank PLC (trading as Yorkshire Bank) as Arrangers, HSBC Bank plc as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	has the meaning given in the Facility Agreement
"Holding Account"	has the meaning given in the Facility Agreement
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 to the Debenture (blank at

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars	the date of the Debenture), any policy of insurance or assurance
"Intellectual Property"	<p>means, together with, but not limited to, the intellectual property details of which are set out in Schedule 5 to the Debenture (blank at the date of the Debenture), any of the following:-</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any invention, copyright, design right or performance right; (c) any trade secrets, know-how and confidential information; and (d) the benefit of any agreement or licence for the use of any such right
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes any such estate, covenants, rights or interests, in or over land situated in Scotland
"Loose Plant and Equipment"	means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment
"Mandatory Prepayment Account"	has the meaning given in the Facility Agreement
"Monetary Claims"	means all book and other debts and monetary claims at the date of the Debenture or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Parent"	means ATH Resources PLC

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

"Related Rights"

means in relation to any Charged Property:-

- (a) the proceeds of sale of any part of that Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property"

"Secured Finance Documents"

means the Finance Documents and the Hard Exposure Facility Documents (each as defined in the Facility Agreement)

"Secured Finance Party"

means a Secured Party (as defined in the Facility Agreement) (together the "Secured Finance Parties")

"Securities"

means all the right, title and interest of the Company now or in the future, in any:-

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person;
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security"

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

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 2 of this form held by, to the order of or on behalf of, the

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

Company at any time

"Specific Contracts"

means the contracts details of which are set out
in Schedule 6 of the Debenture (blank at the
date of the Debenture)

SCHEDULE 1 - LAND

Title number	Title	Description	Chargor
NT326761	Freehold Title Absolute	Land comprising part of Former Colliery Site, Eakring Road, Mansfield, Woodhouse, Nottinghamshire	ATH Regeneration Limited
NT327734	Freehold Title Absolute	Land at Mansfield Colliery, Mansfield, Woodhouse, Nottinghamshire	ATH Regeneration Limited
NT325298	Freehold Title Absolute	Land on the south side of Kirkby Lane, Langton, Kirkby in Ashfield	ATH Regeneration Limited
SYK508269	Freehold Title Absolute	Unit 1A Carr Square, White Rose Way, Doncaster, DN4 5JH	Aardvark TMC Limited

SCHEDULE 2 – SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Aardvark TMC Limited	100,000 ordinary shares of £0.01 each	ATH Resources PLC
ATH Garleffan Limited	1 ordinary share of £1.00	ATH Resources PLC
ATH Regeneration Limited	3,000,001 ordinary shares of £1.00 each	ATH Resources PLC
A Ogden & Sons Limited	2,904 ordinary shares of £1.00 each	ATH Regeneration Limited
Aardvark TFC Limited	1 ordinary share of £1.00	Aardvark TMC Limited
ATH (2009) Limited	1,000 ordinary shares of £1.00 each	ATH Resources PLC



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4298037
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 NOVEMBER
2009 AND CREATED BY AARDVARK TFC LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGOR TO THE SECURED FINANCE PARTIES 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
4 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 NOVEMBER
2009

DX. 500



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES