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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

240331/143

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

116

04952865

Name of company

* Hargreaves Services Plc (the "Chargor")

Date of creation of the charge

18 September 2009

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

Composite Debenture (the "Debenture")

Amount secured by the mortgage or charge

As specified in Appendix 1 to this form

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

The Royal Bank of Scotland plc of 36 St Andrew Square, Edinburgh in its
capacity as Security Agent

Postcode EH2 2YB

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

Eversheds LLP
Bridgewater Place, Water
Lane, Leeds
LS11 5DR

GIBSONRE/059872.011070

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



AV417DOI

A19

29/09/2009

59

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in Appendix 2 to this form

Please do not
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this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed Everheds LLP

Date 28 September 2009

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~ †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

HARGREAVES SERVICES PLC (COMPANY NUMBER 04952865)**APPENDIX 1 TO FORM 395*****Amount secured by the mortgage or charge***

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act 2006.

Capitalised terms used, but not defined, in this Appendix 1 are defined in Appendix 3 to this form.

HARGREAVES SERVICES PLC (COMPANY NUMBER 04952865)

APPENDIX 2 TO FORM 395

Short particulars of all property mortgaged or charged

Fixed Charges

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Agent the following assets:
 - 1.1 by way of first legal mortgage all its Property, including those (if any) listed in Schedule 3 (*Details of Property*) to the Debenture (as described in Schedule 2 to this Appendix);
 - 1.2 by way of first fixed charge:
 - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (as described at paragraph 1.1 above));
 - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
 - (c) all Associated Rights in relation to its Property;
 - 1.3 by way of first fixed charge:
 - (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above); and
 - (b) all Associated Rights in relation to such Designated Chattels;
 - 1.4 by way of first fixed charge:
 - (a) all plant, machinery, vehicles and computer equipment now or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
 - (b) the Chargor's rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4); and
 - (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.4 of the Debenture (as described in this paragraph 1.4);
 - 1.5 by way of first fixed charge:
 - (a) the Specified Shares (if any) in respect of the Chargor; and
 - (b) the Distribution Rights (if any) from time to time accruing to or on such Specified Shares;
 - 1.6 by way of first fixed charge:

- (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.5 of the Debenture (as described at paragraph 1.5 above)); and
 - (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.2 of the Debenture (as described at paragraph 2.2 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.8 by way of first fixed charge:
- (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
 - (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.9 by way of first fixed charge, all of the Specified Bank Balances;
- 1.10 by way of first fixed charge, all of the Chargor's Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Debenture (as described at paragraph 1.9 above);
- 1.11 by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.3 of the Debenture respectively (as described at paragraphs 2.1 and 2.3 below) but are capable of being effectively charged, by way of first fixed charge:
- (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
 - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.13 to the extent that they do not fall within any other provision of Clause 3.1 of the Debenture (as described in this paragraph 1), by way of first fixed charge all of the Chargor's rights under each agreement or document to which the Chargor is a party;
- 1.14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and
- 1.15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

Assignments by way of Security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets:

- 2.1 to the extent that they are capable of being assigned without requiring consent or any other action, all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 2.2 the Insurances and the benefit of all Insurance Proceeds of the Chargor; and
- 2.3 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to Clauses 3.2.1 to 3.2.2 of the Debenture (as described at paragraphs 2.1 to 2.2 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

Floating Charge

- 3. As further continuing security for the payment, discharge and performance to the Security Agent of the Secured Obligations, the Chargor charged in favour of the Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future. The floating charge is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Security Agent as security for the Secured Obligations.

Conversion into fixed charge

- 3.1 By virtue of clause 3.5 of the Debenture, the Security Agent may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:
 - 3.1.1 an Event of Default has occurred which is continuing; or
 - 3.1.2 the Security Agent is of the view that: (a) such assets are in danger of being seized; (b) any legal process or execution is being enforced against such assets; (c) such assets are otherwise in jeopardy; or (d) steps have been taken which would, in the reasonable opinion of the Security Agent, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.
- 3.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Agent shall require.

Automatic Crystallisation

- 3.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.5 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above):
 - 3.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Security permitted under the terms of the Facility Agreement) without the prior written consent of the Security Agent, or
 - 3.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.5 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor.

General

4. The provisions of the Debenture will apply at all times: (a) regardless of the date on which any of the Secured Obligations was incurred; and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.
5. All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
6. Clauses 3.1.2 to 3.1.15 of the Debenture (as described at paragraphs 1.2 to 1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.
7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture (as described in the Schedules attached to this Appendix) shall not affect the validity or enforceability of the charges created by the Debenture.

Control of monies received

8. Save as provided for under the Invoice Discounting Documents or the Deed of Priority, the Chargor will collect (as agent for the Security Agent) all Charged Debts and pay into such specially designated account with the Security Agent or such other account with such other bank as the Security Agent may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Agent.
9. Save as provided for under the Invoice Discounting Documents or the Deed of Priority or as otherwise permitted pursuant to the Facility Agreement, the Chargor will not, without the prior written consent of the Security Agent, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

Restrictions on charges and disposals (Negative Pledge)

10. During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of its assets; nor may it:
 - (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by an Obligor or by any other member of the Group;
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

- (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture (as described in this paragraph 10), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Facility Agreement) or of financing the acquisition of an asset.

11. Clause 5.1 of the Debenture (as described in paragraph 10) does not apply to any Security or (as the case may be) Quasi-Security (as defined in the Facility Agreement) or transaction which is permitted under the terms of the Facility Agreement.

Definitions

12. Capitalised terms used in this Appendix 2 are defined in Appendix 3 to this form.

Schedule 1 (Specified Bank Balances)

The Debenture does not specify any bank accounts relating to the Chargor.

Schedule 2 (Details of Property)

The Debenture does not specify any Property relating to the Chargor.

Schedule 3 (Shares)

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and class of Shares (and where held by nominees, names of nominees)
1.	Hargreaves Services Plc	Norec Limited	02307132	62,832 ordinary shares of £1.00 each
2.	Hargreaves Services Plc	Hargreaves (UK) Limited	04140051	10,000 ordinary shares of £1.00 each
3.	Norec Limited	AJS Contracts Limited	03523630	1,000 ordinary shares of £1.00 each
4.	Hargreaves Services Plc	Coal 4 Energy Limited	05705910	500 A ordinary shares of £1.00 each 500 B ordinary shares of £1.00 each
5.	Hargreaves (UK) Limited	Hargreaves (UK) Services Limited	03735251	1 ordinary share of £1.00

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and class of Shares (and where held by nominees, names of nominees)
6.	Hargreaves (UK) Limited	Maltby Colliery Limited	06057412	1 ordinary share of £1.00
7.	Hargreaves (UK) Limited	Rocfuel Limited	06281859	501 ordinary shares of £1.00 each
8.	Hargreaves (UK) Limited	Rocpower Limited	06447556	850 ordinary A shares of £1.00 each
9.	Hargreaves (UK) Services Limited	Imperial Tankers Ltd	02316301	64,835 ordinary shares of £1.00 each
10.	Hargreaves (UK) Limited	The Monckton Coke & Chemical Company Limited	00070960	340,000 ordinary shares of £0.05 each

Schedule 4 (Designated Chattels)

The Debenture does not specify any chattels relating to the Chargor

HARGREAVES SERVICES PLC (COMPANY NUMBER 04952865)

APPENDIX 3 TO FORM 395

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company including, without limitation, in relation to Clydesdale Bank plc, National Australia Bank Limited (A.B.N. 12004044937).

"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties.

"Ancillary Facilities" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (*Ancillary Facilities*).

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 (*Ancillary Facilities*) of the Facility Agreement.

"Arranger" means The Royal Bank of Scotland plc, HSBC Bank plc, Lloyds TSB Bank plc and Clydesdale Bank PLC (trading as Yorkshire Bank) as mandated lead arrangers and Alliance & Leicester plc as arranger (whether acting individually or together, the Arranger).

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Bilateral Documents" means each agreement or letter pursuant to which letter of credit facilities permitted pursuant to the Facility Agreement are made available and any other agreement or document entered into in connection with the same.

"Bilateral Lender" means

- (a) any Original Bilateral Lender; and
- (b) any person which becomes a Party as a Bilateral Lender in accordance with clause 27.8 (*Accession of Hedge Counterparties and Bilateral Lenders*) of the Facility Agreement,

which in each case is or has become a party to the Intercreditor Agreement as a Bilateral Lender in accordance with the provisions of the Intercreditor Agreement.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Agent pursuant to clause 3.1.8 of the Debenture (as described at paragraph 1.8 of Appendix 2 to this form).

"Chargor" has the meaning given on page 1 of this form.

"Collection Account" means such specially designated account with the Security Agent or such other account with such other bank as the Security Agent may from time to time direct for the purposes of clause 7.10 (*Collection of Book Debts*) of the Debenture (as described at paragraph 8 of Appendix 2 to this form).

"Debenture" has the meaning given on page 1 of this form.

"Deed of Accession" means a deed substantially in the form set out in Schedule 8 (*Form of Deed of Accession*) to the Debenture subject to such variations as the Security Agent shall agree.

"Deed of Priority" means the deed of priority dated on or around the date of the Facility Agreement and made between, amongst others, the Company, the other Obligors, The Royal Bank of Scotland plc as Security Agent and the Invoice Discounting Provider.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Agent.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chorgor may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 5 (*Designated Chattels*) to the Debenture (as described at Schedule 4 to Appendix 2 to this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

"Discharge Date" means the date with effect from which the Security Agent confirms to the Company that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Event of Default" means any event or circumstance specified as such in Clause 26 (*Events of Default*) of the Facility Agreement and any other default (howsoever described) under or pursuant to the Bilateral Documents and/or the Hedging Agreements.

"Facility Agreement" means a facility agreement dated on or around the same date as the Debenture between, amongst others, the Company as parent, the Chargor as original guarantor and The Royal Bank of Scotland plc as arranger, agent and security agent.

"Finance Documents" means the Facility Agreement, and such other deeds and documents (including the Debenture and the Intercreditor Agreement) as have been or are to be entered into in connection with or pursuant to the Facility Agreement and "Finance Document" shall mean any one of them.

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty, a Bilateral Lender or an Ancillary Lender.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" means the Chargor and each of its Subsidiaries for the time being.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge Counterparty or issued or re-issued by a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks permitted pursuant to Clause 25.19 (*Treasury transactions*) of the Facility Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of: (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group; and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest excluding any policies in respect of third party liabilities.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group.

"Intercreditor Agreement" means the intercreditor agreement dated on or around the date of the Facility Agreement and made between, amongst others, the Chargor, the Arranger, the Agent, the Security Agent, the Lenders, the Ancillary Lenders, the Bilateral Lenders and the Hedge Counterparties.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Invoice Discounting Agreement" means the invoice discounting agreement dated on or around the date of the Facility Agreement and made between the Invoice Discounting Provider and certain other Obligor.

"Invoice Discounting Documents" means the Invoice Discounting Agreement and the Invoice Discounting Security Documents.

"Invoice Discounting Facilities" means the £35,000,000 invoice discounting facilities made available under the Invoice Discounting Agreement.

"Invoice Discounting Provider" means RBS Invoice Finance Limited.

"Invoice Discounting Security Documents" means any document evidencing any Security granted by an Obligor in favour of the Invoice Discounting Provider in respect of the Invoice Discounting Facilities.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 27 (*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.

"Obligor" means a Borrower or a Guarantor.

"Original Bilateral Lenders" means the persons listed in Part IV of Schedule 1 (*The original Parties*) of the Facility Agreement as bilateral lenders.

"Original Borrowers" means the Subsidiaries of the Chargor listed in Part I of Schedule 1 (*The original Parties*) of the Facility Agreement as original borrowers (together with the Chargor).

"Original Guarantors" means the Subsidiaries of the Chargor listed in Part I of Schedule 1 (*The original Parties*) of the Facility Agreement as original guarantors (together with the Chargor).

"Original Lenders" means the financial institutions listed in Part II of Schedule 1 (*The original Parties*) of the Facility Agreement as lenders.

"Party" means a party to the Facility Agreement.

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any other right, title, or interest and any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means: (a) any freehold, leasehold or immovable property, wherever situated; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor.

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Obligations" has the meaning given to it in Appendix 1 to this form.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

"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.

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

"Security Agent" means The Royal Bank of Scotland plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to the Intercreditor Agreement.

"Shares" means the relevant Specified Shares and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest, excluding the shares held by (A) the Chargor in (i) Forward Sound Limited (company number: 06723693) and (ii) Evonik Hargreaves Limited (company number: 06764951, (B) Hargreaves UK Limited in Hargreaves Raw Material Services GmbH (a company incorporated in Germany) and (C) by Hargreaves (UK) Services Limited in Eastgate Materials Handling Limited (company number: 06557463).

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture in respect of the Chargor (as described in Schedule 1 to Appendix 2 to this form), or standing to the credit of the Collection Account, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Specified shares" means the Shares specified in Schedule 4 (*Shares*) of the Debenture (as described in Schedule 3 of this Appendix) opposite the Chargor's name.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2.7 of Part I of Schedule 2 (*Conditions*

precedent) to the Facility Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (*Conditions precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"Chargor"**, the **"Security Agent"** or any **"Party"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
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);
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession;
5. 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 or restated;
6. **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
7. **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
8. a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).
9. unless this Debenture expressly states otherwise or the context requires otherwise, (a) each reference in this Debenture 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 Debenture) and (b) each reference in this Debenture 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 Debenture and whether amended or re-enacted since the date of this Debenture).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4952865
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
SEPTEMBER 2009 AND CREATED BY HARGREAVES SERVICES
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM EACH CHARGOR TO THE SECURED PARTIES (OR ANY
OF THEM) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 29 SEPTEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**