

MG01

Particulars of a mortgage or charge

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LASERFORM

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 register particulars of a charge for a company. To do this, please use form MG01s

TUESDAY



AME3YIXQ

A11

06/04/2010

32

COMPANIES HOUSE

1

Company details

Company number

0 6 3 5 3 5 6 5

Company name in full

Miller Argent (Ffos-y-Fran) Limited

(the "Chargor")

1

For official use



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

d2 d9 m0 m3 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Assignment in Security (the "Assignment in Security")

4

Amount secured

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

Amount secured

(fcd)
f
6

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 Chargor under or pursuant to the Assignment in Security (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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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 Credit Suisse AG as Security Agent for the Finance Parties

Address Giesshübelstrasse 30, CH-8070 Zurich, 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

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

FIXED SECURITY

In security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee, assigns absolutely by way of security the benefit of and its whole present and future rights under the Partnership Agreement in favour of the Security Agent.

Negative pledge

The Chargor covenants with the Security Agent that, unless otherwise agreed in writing by the Security Agent, it shall not create, agree or attempt to create or permit to subsist any Security Interest (other than the Security) over or in respect of any of the Security Assets.

(See continuation page for definitions)

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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 McGugors LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 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

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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>"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">(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 <p>(each as defined in the Facilities Agreement), and</p> <ul style="list-style-type: none">(l) any other document designated as a "Finance Document" by the Facility Agent and the Borrower, <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

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<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>"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"> (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 <p>(each as defined in the Facilities Agreement), and</p> <p>(l) any other document designated as a "Finance Document" by the Facility Agent and the Borrower,</p> <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>"Partnership Agreement" means the partnership agreement dated 28 January 2003 and made between the General Partner, Argent Estates Limited, Miller Developments (South Wales) Limited, Ffytynonau Duon Mines Limited, Argent Group Plc, The Miller Group Limited and Bernard John Llewellyn,</p> <p>"Security" means all or any of the Security Interests now or at any time hereafter created by or pursuant to the Assignment in Security,</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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Security Assets**" means all or any part of or interest in the undertaking, property, rights and assets of the Chargor 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 Assignment in Security,

"**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)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6353565
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT IN SECURITY
DATED 29 MARCH 2010 AND CREATED BY MILLER ARGENT
(FFOS-Y-FRAN) 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
6 APRIL 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2010



Companies House
— for the record —

DX/DT



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