

MG01

011027/13



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 re-  
particulars of a charge for a S  
company. To do this, please use  
form MG01s

TUESDAY



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LD3

02/10/2012

#55

COMPANIES HOUSE

1

**Company details**

Company number 0 7 5 5 3 8 0 2

Company name in full Allied Gold Mining Limited (the "Security Provider")

2

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 d1 d9 m0 m9 y2 y0 y1 y2

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

Security Debenture dated 19 September 2012 between the Security Provider  
and the Security Trustee (defined below) (the "Security Debenture")

4

**Amount secured**

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

Amount secured

Please see 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 National Australia Bank Limited (the "Security Trustee")

Address Level 25, 255 George Street, Sydney, NSW 2000, Australia

Postcode 2 0 0 0

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 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

- 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 870).

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 866). 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

*King & Wood Mallesons*

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 Lisa Hirsowitz

Company name King & Wood Malletsons

Address 10 Old Broad Street

Post town London

County/Region London

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 02074961700



### 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
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 style="text-align: center;">of the assignment, or</p> <p style="text-align: center;">(B) any of the Secured Money was previously unsecured, or</p> <p style="text-align: center;">(vi) if the Security Provider or another Obligor is a trustee, whether or not it has a right of indemnity from the trust fund</p> <p>However, it does not include any amount which, if it was included, would result in Security Debenture contravening sections 678 or 679 of the Companies Act</p>	

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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><b>Secured Money</b> means all amounts that</p> <p>at any time,</p> <p>for any reason or circumstance in connection with the STD Transaction Documents (including money that the Security Trustee is required to pay to EXP T1 Ltd under the Gold Prepayment Intercreditor Agreement and any other transactions in connection with the STD Transaction Documents),</p> <p>whether at law or otherwise,</p> <p>and whether or not of a type within the contemplation of the parties at the date of the Security Debenture</p> <ul style="list-style-type: none"> <li>(a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Security Provider <u>or another Obligor to the Beneficiary</u>, or</li> <li>(b) the Beneficiary has advanced or paid on the Security Provider's or another Obligor's behalf or at the Security Provider's express or implied request, or</li> <li>(c) the Beneficiary is liable to pay by reason of any act or omission on the Security Provider's or another Obligor's part, or that the Beneficiary has paid or advanced in protecting or maintaining the Secured Property or the Security Debenture following an act or omission on the Security Provider's or another Obligor's part, or</li> <li>(d) the Security Provider or another Obligor would have been liable to pay the Beneficiary but the amount remains unpaid by reason of the Security Provider's or another Obligor's Insolvency</li> </ul> <p>This definition applies</p> <ul style="list-style-type: none"> <li>(i) irrespective of the capacity in which the Security Provider, another Obligor or the Beneficiary became entitled to, or liable in respect of, the amount concerned,</li> <li>(ii) whether the Security Provider, another Obligor or the Beneficiary is liable as principal debtor, as surety, or otherwise,</li> <li>(iii) whether the Security Provider or another Obligor is liable alone, or together with another person,</li> <li>(iv) even if the Security Provider or another Obligor owes an amount or obligation to the Beneficiary because it was assigned to the Beneficiary, whether or not <ul style="list-style-type: none"> <li>(A) the assignment was before, at the same time as, or after the date of the Security Debenture, or</li> <li>(B) the Security Provider or another Obligor consented to or was aware of the assignment, or</li> <li>(C) the assigned obligation was secured before the assignment,</li> </ul> </li> <li>(v) even if this deed was assigned to the Beneficiary, whether or not <ul style="list-style-type: none"> <li>(A) the Security Provider or another Obligor consented to or was aware</li> </ul> </li> </ul>	

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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><b>Secured Property</b> means</p> <ul style="list-style-type: none"> <li>(a) the Mortgaged Property, and</li> <li>(b) the Charged Property</li> </ul> <p><b>Mortgaged Property</b> means</p> <ul style="list-style-type: none"> <li>(a) the Mortgaged Land, and</li> <li>(b) the Mortgaged Shares</li> </ul> <p><b>Charged Property</b> means all the Security Provider's rights, property and undertaking</p> <ul style="list-style-type: none"> <li>(a) of whatever kind and wherever situated, and</li> <li>(b) whether present or future</li> </ul> <p>It includes the capital of the Security Provider (called or uncalled and paid or unpaid)</p> <p><b>Mortgaged Land</b> means all the Security Provider's right, title and interest in any land on the date of the Security Debenture</p> <p><b>Mortgaged Shares</b> means the Present Shares, the Future Shares and the New Rights</p> <p><b>Present Shares</b> means all the Security Provider's right, title and interest in the Shares listed in paragraph 1 of schedule 1 ("Mortgaged Property") of the Security Debenture</p> <p><b>Future Shares</b> means all the Security Provider's right, title and interest in</p> <ul style="list-style-type: none"> <li>(a) any Shares issued by a member of the Group which is an Obligor or a Target Guarantor and which, after the date of the Security Debenture, become owned beneficially by the Security Provider or by anyone (including a trustee, nominee, broker or agent) for the Security Provider, and</li> <li>(b) any Shares which are the subject of a Mortgaged Shares Notice (defined as a notice in the form of schedule 2 of the Security Debenture)</li> </ul> <p><b>New Rights</b> means</p> <ul style="list-style-type: none"> <li>(a) the Security Provider's right, title and interest in all money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, Shares, stock, debentures, distributions or rights to take up securities,</li> <li>(b) the Security Provider's rights as a result of any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision, and</li> <li>(c) the Security Provider's rights as a result of any reduction of capital, liquidation or scheme of arrangement,</li> </ul> <p>in connection with the Present Shares or the Future Shares</p> <p><b>Share</b> means shares, stock units or units in the capital of a company</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><b>Mortgage and charge</b></p> <p><b>Mortgage of land</b></p> <p>The Security Provider charges the Mortgaged Land to the Security Trustee by way of first legal mortgage for the purpose of securing payment of the Secured Money</p> <p><b>Mortgage of Shares</b></p> <p>The Security Provider</p> <ul style="list-style-type: none"> <li>(a) mortgages to the Security Trustee the Present Shares by way of first equitable mortgage, and</li> <li>(b) mortgages to the Security Trustee the New Rights existing at the date of this deed with respect to the Present Shares by way of first equitable mortgage, and</li> <li>(c) agrees to mortgage to the Security Trustee, when acquired by the Security Provider, the Future Shares, and</li> <li>(d) agrees to mortgage to the Security Trustee, when acquired by the Security Provider, the New Rights which arise after the date of the Security Debenture,</li> </ul> <p>for the purpose of securing payment of the Secured Money</p> <p><b>Charge</b></p> <p>The Security Provider charges the Charged Property to the Security Trustee for the purpose of securing payment of the Secured Money</p> <p><b>Tacking further advances</b></p> <p>The Security Debenture secures further advances The Security Trustee agrees to comply with its obligations under the Transaction Documents (including any obligation to make further advances)</p> <p>The Security Trustee may apply to the H M Land Registry to enter a notice of any obligation to make further advances on the Register of Title of any registered land in England and Wales charged by way of legal mortgage under the Security Debenture</p> <p><b>Nature of charge - fixed/floating</b></p> <p><b>Fixed</b></p> <p>The charge created by the Security Debenture is a first fixed charge over all present and future</p> <ul style="list-style-type: none"> <li>(a) capital (including called or uncalled and paid or unpaid), and</li> <li>(b) goodwill, and</li> </ul>	



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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) land, and
- (d) plant, machinery and equipment, and
- (e) intellectual property (including any registered or unregistered patents, trade marks, service marks, designs, copyrights and know-how), and
- (f) insurance policies and the proceeds of any claim under those policies, and
- (g) shares, stock, units, debentures, notes, bonds and other securities or investments, and rights in connection with them (including all dividends, interest and other distributions and all allotments, offers, benefits, privileges and bonuses), and
- (h) securities, documents of title and any other documents (whether or not negotiable), that the Security Provider deposits with the Security Trustee at any time and for any reason, and
- (i) books of account, invoices, statements, ledger cards, computer software and records and other media relating to the Security Provider's business transactions, and
- (j) interests in any prospecting or exploration licence, mining lease or licence or any other exploration, mining or mineral processing entitlement whatsoever, and
- (k) interests in personal property that are not acquired by the Security Provider for disposal by the Security Provider in the ordinary course of its business, and
- (l) any other property if clause 4.3 of the Security Debenture ("Conversion from floating to fixed") says the charge is to be fixed over that property

#### Floating

The charge created by the Security Debenture is a first floating charge over all the Charged Property not subject to a fixed charge under clause 4.1 of the Security Debenture ("Fixed")

#### Conversion from floating to fixed

Subject to clause 4.4 of the Security Debenture ("Restriction on conversion from floating to fixed"), where the charge created by this deed is floating (whether under the terms of this deed or at law), it immediately and automatically becomes fixed

- (a) over any Charged Property the Security Trustee notifies the Security Provider is to be subject to a fixed charge (However, the Security Trustee may notify only if the Security Trustee reasonably considers that it is necessary to do so to protect its rights under this deed if a Potential Event of Default is continuing or if an Event of Default is continuing), and
- (b) over any Charged Property affected if
  - (i) the Security Provider breaches an obligation under clause 7.3 ("Negative undertakings") of the Common Terms Agreement, or
  - (ii) distress is levied or a judgment, order or Encumbrance is enforced, becomes enforceable, or would become enforceable by the giving of notice or following lapse of time or fulfilment of a condition, or

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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

- (iii) any person takes any step, or attempts or agrees to do any thing, which may result in Taxes, or an amount owing to an authority, ranking ahead of the floating charge (including issuing a notice or direction that has the effect of giving an authority a preference, priority or advantage over creditors),

in respect of that Charged Property, and

- (c) over all the Charged Property if the Security Provider is or becomes Insolvent, and

- (d) if the law provides that the charge becomes fixed

#### Restriction on conversion from floating to fixed

Where the charge created by this deed is floating (whether under the terms of this deed or at law), it does not automatically become fixed and the Security Trustee may not give notice under clause 4.3 of the Security Debenture ("Conversion from floating to fixed") solely because the Security Provider is subject to a moratorium under Schedule A1 of the Insolvency Act or any person does anything with a view to obtaining a moratorium

#### Conversion from fixed to floating

If any Charged Property becomes subject to a fixed charge under clause 4.3 of the Security Debenture ("Conversion from floating to fixed"), the Security Trustee may give the Security Provider a notice stating that, from a date specified in the notice, the Charged Property specified in the notice is no longer subject to a fixed charge and is again subject to a floating charge. Charged Property can become subject to a floating or a fixed charge under clause 4.5 ("Conversion from fixed to floating" and clause 4.3 of the Security Debenture ("Conversion from floating to fixed") any number of times

#### Qualifying floating charge

To the extent that the charge created by the Security Debenture is floating, it is a qualifying floating charge and paragraph 14 of schedule B1 of the Insolvency Act applies to it

#### Collection of book debts by Security Provider

The Security Provider agrees until the Security Trustee otherwise directs in accordance with clause 4.8 the Security Debenture ("Collection of book debts by Security Trustee"), to procure the prompt collection of the Security Provider's book debts. The Security Trustee appoints the Security Provider its agent for this purpose

#### Collection of book debts by Security Trustee

If an Event of Default is continuing, the Security Trustee may notify the Security Provider that

- (a) the Security Provider is prohibited from collecting the Security Provider's book debts, and
- (b) the Security Trustee intends to collect the Security Provider's book debts

If the Security Trustee gives notice under this clause, then the Security Provider agrees to

- (i) the Security Trustee collecting the book debts and notifying debtors of the Security Trustee's interest in the book debts,
- (ii) the Security Trustee preparing and dispatching invoices in connection with the book

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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

debts, whether or not an invoice has been prepared previously or dispatched in respect of a book debt, and

- (iii) use its best endeavours in assisting the Security Trustee to collect the book debts

#### **Negative Pledge**

##### **Restricted dealings with any of the Secured Property**

Without the consent of the Security Trustee, the Security Provider may not, and may not agree, attempt or take any step to, do any of the following

- (a) create or allow to exist another Encumbrance over the Secured Property, or
- (b) assign or otherwise deal with this deed or any interest in it, or allow any interest in it to arise or be varied,

in each case, except to the extent expressly permitted under the terms of all the then current Transaction Documents The Security Provider agrees to immediately notify the Security Trustee if it does any of the above, to the extent that it was not then permitted under the terms of all the then current Transaction Documents

##### **Restricted dealings with Secured Property subject to mortgage or fixed charge**

Without the consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to, do any of the following in respect of Secured Property subject to a mortgage or fixed charge under the Security Debenture

- (a) dispose of the Secured Property, or
- (b) lease or licence the Secured Property or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation), or
- (c) part with possession of the Secured Property, or
- (d) waive any of the Security Provider's rights or release any person from its obligations in connection with the Secured Property, or
- (e) abandon, settle, compromise or discontinue or become nonsuited in respect of proceedings against any person (other than the Security Trustee) in connection with the Secured Property, or
- (f) deal in any other way with the Secured Property or any interest in it, or allow any interest in it to arise or be varied,

in each case, except to the extent expressly permitted under the terms of all the then current Transaction Documents The Security Provider agrees to immediately notify the Security Trustee if it does any of the above, to the extent that it was not then permitted under the terms of all the then current Transaction Documents

##### **Restricted dealings with Secured Property subject to floating 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

Without the consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to, do anything in clause 5.2 of the Security Debenture ("Restricted dealings with Secured Property subject to mortgage or fixed charge") in respect of Secured Property subject to a floating charge under the Security Debenture except

- (a) where the thing done is done in the ordinary course of the Security Provider's business, or
- (b) to the extent expressly permitted under the terms of all then current Transaction Documents

The Security Provider agrees to notify the Security Trustee immediately if it does anything in clause 5.2 of the Security Debenture ("Restricted dealings with Secured Property subject to mortgage or fixed charge") in respect of Secured Property subject to a floating charge under this deed except where it is done in accordance with paragraph (b) above

#### Where the law allows for creation of Encumbrance without consent

If a law entitles the Security Provider to create another Encumbrance over the Secured Property without the consent of the Security Trustee and that law cannot be excluded, clause 5 of the Security Debenture does not operate to require the Security Provider to obtain the Security Trustee's consent before creating that other Encumbrance. However

- (a) if the Security Provider intends to create another Encumbrance, it agrees to notify the Security Trustee at least seven days before it proposes to do so, and
- (b) if the Security Trustee requests an agreement under clause 6.1 of the Security Debenture ("Priority agreement") and the Security Provider has not complied with that request by the time the Encumbrance is created, financial accommodation need not be made available under any Finance Document

#### Restricted dealings with Mortgaged Land

Without the consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to

- (a) subdivide or consolidate the Mortgaged Land, or
- (b) create, release or vary an easement, covenant or public right that relates to the Mortgaged Land, or allow one to exist

The Security Provider agrees to deposit with the Security Trustee at the time the Security Provider executes this mortgage all documents of title, certificates and other documents relating to the Mortgaged Land

#### Restricted dealings with Mortgaged Shares

Without the consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to convert the Mortgaged Shares into uncertificated shares

#### Further steps

The Security Provider agrees to do anything the Security Trustee asks (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to

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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

- (a) provide more effective security over the Secured Property for payment of the Secured Money provided that the obligations of the Security Provider are not made more onerous than under the existing security at that time unless the Security Provider consents to provide further or more onerous security, or
- (b) enable the Security Trustee to register the Security Debenture with the priority required by the Security Trustee taking into account the priority, if applicable, of any Permitted Security, or
- (c) enable the Security Trustee to exercise the Security Trustee's rights in connection with the Secured Property, or
- (d) enable the Security Trustee to obtain the consent of any person to the security over the Secured Property under the Security Debenture,
- (e) bind the Security Provider and any other person intended to be bound under the Security Debenture, or
- (f) show whether the Security Provider is complying with the Security Debenture

### Definitions

In this Companies House MG01

**Beneficiary** has the meaning it has in the Security Trust Deed

**Common Terms Agreement** means the document entitled "St Barbara Common Terms Agreement" dated 10 May 2010 and amended and restated on 28 June 2012 between, amongst others, the Security Provider and the Security Trustee

**Encumbrance** means any

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement, or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off, or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy, or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist

**Event of Default** means an event so described in clause 16.1 of the Security Debenture ("Events of Default")

**Insolvency** means the following  
A person is **Insolvent** if

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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

- (a) it is, states that it is or is taken (under section 123 of the Insolvency Act) to be, unable to pay its debts when they fall due,
- (b) the value of its assets is less than the value of its liabilities (including its contingent and prospective liabilities), or
- (c) it is or states that it is an insolvent under administration or insolvent, or
- (d) it is in liquidation, under administration or wound up or has had a receiver appointed to its property, or
- (e) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Security Trustee), or
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a) to (e) above, or
- (g) something having a substantially similar effect to (a) to (f) happens in connection with that person under the law of any jurisdiction

**Permitted Security** has the meaning it has in the Security Trust Deed

**Potential Event of Default** means an event which, with the giving of notice, lapse of time or fulfilment of any condition, would be likely to become an Event of Default

**Security Trust Deed** means the document entitled "St Barbara Security Trust Deed" dated 11 May 2010 and amended on 28 June 2012 between, amongst others, the Security Provider and the Security Trustee

The following terms are defined in the Common Terms Agreement Finance Document, Obligor, Material Adverse Effect, and Transaction Documents

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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



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

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

**COMPANY NO. 7553802  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEBENTURE DATED 19  
SEPTEMBER 2012 AND CREATED BY ALLIED GOLD MINING  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY OR ANOTHER OBLIGOR TO THE  
BENEFICIARY 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 2 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES