

MG01

Particulars of a mortgage or charge



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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 in Scotland
company. To do this use form MG01s

THURSDAY



A19 20/12/2012 #216
COMPANIES HOUSE

ise
uk

1 Company details

Company number 0 8 2 2 8 4 9 4

Company name in full Harworth Estates Mines Property Limited
("Chargor")

3 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 d0 m1 m2 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 Debenture dated 10 December 2012 and made between (1) the companies named
in the Debenture as Original Chargors and (2) Lloyds TSB Bank plc as
Lender (the "Debenture")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owned
jointly or severally or alone or in any other
capacity whatsoever) of each Obligor to the Lender
under or pursuant to any Finance Document
(including all monies covenanted to be paid under
the Debenture)

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	Lloyds TSB Bank plc	
Address	25 Gresham Street, London	
Postcode	E C 2 V 7 H N	
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	<p>1 FIXED CHARGES</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>(a) by way of first legal mortgage.</p> <p>(1) the Real Property specified in part 1 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (as more particularly described below), and</p> <p>(11) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Debenture (as more particularly described at paragraph 1(a)(1) above)),</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Debenture (as more particularly described at paragraph 1(a) above))</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property;</p> <p>(1v) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Debenture (as more particularly described at paragraphs 1(a) or 1(b) above) and the benefit of all contracts, licences and warranties relating to the same,</p>	

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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 Nil

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 D L A P I P E R M L P X

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

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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 Mike Ford

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111



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 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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Short particulars	<p>(d) by way of first fixed charge:</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4(c) of the Debenture (as more particularly described at paragraph 1(c) above)); and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same;</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 2 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (being none at the date of the Debenture), and</p> <p>(11) all other Charged Securities (not charged by clause 4 1(e)(1) of the Debenture (as more particularly described at paragraph 1(e)(1) above)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge.</p> <p>(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,</p> <p>(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and</p> <p>(111) the Interest Set-Off Account and all monies at any time standing to the credit of the Interest Set-Off Account, and</p> <p>(1v) all other accounts of the Chargor (other than the General Account and the Excluded Account) with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(1), 4.1(f)(11) or 4 1(f)(111) of the Debenture (as more particularly described at paragraphs 1(f)(1), 1(f)(11) or 1(f)(111) above) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of first fixed charge the Intellectual Property;</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 of the Debenture (<i>Security assignments</i>) (as more particularly described at paragraph 2 below), by way of first fixed charge such Assigned Asset;</p>	

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(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets;

(11) each Hedging Agreement and each other agreement supplementing or amending or replacing or novating the same, and all rights and remedies in connection with them and all proceeds and claims arising from them,

(111) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them; and

(1v) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

2. SECURITY ASSIGNMENTS

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 4.1(a) or 4.1(b) of the Debenture (as more particularly described at paragraphs 1 1(a) or 1 1(b) above)),

(b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(c) each of the following:

(1) all Insurances specified in part 5 of schedule 2 of the Debenture (*Details of Security Assets*) (being none at the date of the Debenture), and

(11) all other Insurances (not assigned by clause 4 2(c)(1) of the Debenture (as more particularly described at paragraph 2(c)(1) above)),

and all claims under the Insurances and all proceeds of the Insurances; and

(d) all other Receivables (not otherwise assigned under clause 4 2 of the Debenture (as more particularly described in this paragraph 2)).

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To the extent that any Assigned Asset described in clause 4.2(c) of the Debenture (as more particularly described at paragraph 2(c) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

3 FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 of the Debenture (*Fixed Charges*) (as more particularly described at paragraph 1 above), clause 2 of the Debenture (*Security assignments*) (as more particularly described at paragraph 2 above) or any other provision of the Debenture (other than the Excluded Assets, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

4. NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to this Deed are created or made.

(a) in favour of the Lender,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations.

NOTE 1 - UNDERTAKINGS BY THE COMPANY

1 NEGATIVE PLEDGE AND DISPOSALS

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security; or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facility Agreement).

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Short particulars	<p>2 SECURITY ASSETS GENERALLY</p> <p>The Chargor shall:</p> <p>(a) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the Facility Agreement, enter into any onerous or restrictive obligation affecting any Security Asset,</p> <p>(b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)</p> <p>3. REAL PROPERTY</p> <p>(a) the Chargor shall not except with the prior written consent of the Lender or as expressly permitted under the Facility Agreement, confer on any person</p> <p>(1) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(11) any right or licence to occupy any land or buildings forming part of the Real Property, or</p> <p>(111) any licence to assign or sub-let any part of the Real Property.</p> <p>(b) the Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Lender</p> <p>(c) the Chargor shall not do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined</p> <p>4 OPERATION OF CASH COLLATERAL ACCOUNTS</p> <p>The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facility Agreement or with the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.</p>	

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5 RENTAL INCOME

The Chargor shall without prejudice to clause 11.1 of the Debenture (*Negative Pledge and disposals*) (as more particularly described in Note 1 above) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income,

6. DEALINGS WITH RECEIVABLES AND OPERATION OF COLLECTION ACCOUNTS

(a) the Chargor shall without prejudice to clause 11.1 of the Debenture (*Negative Pledge and disposals*) (as more particularly described in Note 1 above) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable, and

(b) the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

7 CHARGED INVESTMENTS - PROTECTION OF SECURITY

The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

8 RELEVANT CONTRACTS

The Chargor shall not, except with the prior written consent of the Lender, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract

9 FURTHER ASSURANCES

9.1 Further action

The Chargor shall (and the Company shall procure that each other Chargor shall) at its own expense, promptly do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

(a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,

(b) facilitating the realisation of any Security Asset,

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(c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or

(d) creating and perfecting Security in favour of the Lender over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes:

(i) the re-execution of the Debenture or such Transaction Security Document;

(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient.

9.2 Finance Documents

The Chargor shall (and the Company shall procure that each other Chargor) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

9.3 Specific security

Without prejudice to the generality of clause 20.1 of the Debenture (*Further action*), each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture (*Conversion of floating charge*)).

NOTE 2 - POWER OF ATTORNEY

The Debenture contains a power of attorney by way of security for the obligations of the Chargors under the Debenture, in favour of the Lender, each Receiver and any Delegate to be its attorney on its behalf.

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NOTE 3 - RECEIVER

The Debenture contains the power for the Lender to appoint a Receiver

DEFINITIONS

For the purposes of this form MG01, terms defined herein in the singular include the plural and vice versa. At all times the following terms have the following meanings.

"**ABL Facilities**" means the facilities made available pursuant to the debt purchase agreement, property loan agreement and syndication agreement each dated 13 September 2007 (as amended and/or restated from time to time) and entered into between, amongst others, UKCML and Lloyds TSB Commercial Finance Limited as agent, security trustee and lender,

"**ABL Finance Document**" means any "*Finance Document*" as that term is defined or construed in the ABL Facilities;

"**ABL Novation Deeds**" means the deeds of novation in relation to the ABL Facilities, dated on or around the date of the Facility Agreement and entered into between, amongst others, (1) UKCML and (2) the Parent,

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 6 of the Debenture (*Form of Accession Deed*),

"**Account**" means each of:

- (a) the General Account,
- (b) the Interest Set-Off Account;
- (c) the Mandatory Prepayment Accounts,
- (d) the Rent Account, and
- (e) the Cash Collateral Account.

"**Account Bank**" means the Lender or such other bank in the UK as the Lender may specify;

"**Accounting Principles**" means generally accepted accounting principles in the UK as used in the preparation of the audited consolidated financial statements of PLC for its Financial Year ending 31 December 2011;

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

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Short particulars	<p>"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;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Debenture (<i>Security assignments</i>),</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Authorised Representative" means David Brocksom,</p> <p>"Bank" means Barclays Bank plc;</p> <p>"Barclays" means Barclays Bank plc;</p> <p>"Barclays Amendment and Restatement Agreement" means the amendment and restatement agreement to the Barclays Facility Agreement dated on or around the date of the Facility Agreement and entered into between (1) Barclays and (2) EoS;</p> <p>"Barclays Cash Cover Account" means a blocked account with Barclays Bank PLC into which the Cash Cover Required Amount is to be paid;</p> <p>"Barclays Facility Agreement" means the £26,000,000 facility agreement dated 7 May 2008 and entered into between (1) Barclays and (2) EoS as amended and restated on or around the date of the Facility Agreement pursuant to the Barclays Amendment and Restatement Agreement;</p> <p>"Barclays Finance Document" has the meaning given to the term "<i>Finance Document</i>" in the Barclays Facility Agreement;</p> <p>"Barclays Rental Shortfall Guarantee" means the rental income shortfall guarantee dated on or around the date of the Facility Agreement granted by the Parent in favour of Barclays and as in force on the date of the Facility Agreement;</p> <p>"Barclays Replacement Facility Agreement" means any agreement entered into by EoS evidencing the terms of any Financial Indebtedness referred to in paragraph (b)(11) of the definition of "<i>Permitted Financial Indebtedness</i>";</p> <p>"Barclays Side Letter" means the letter dated on or around the date of the Facility Agreement and entered into between, amongst others, (1) Barclays and (2) the Lender in connection with the ability of Barclays to enforce its rights pursuant to the Barclays Facility Agreement and Barclays Security,</p> <p>"BGI Facility Agreement" means the £24,000,000 bonding, guarantee and indemnity facility agreement dated on or around the date of the Facility Agreement and entered into between (1) the Issuing Bank (as issuing bank) and (2) HEMPL and the Parent (as borrowers);</p>	

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"**Borrowers**" means the companies listed in part 1 of schedule 1 of the Facility Agreement (*Borrowers*);

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in London;

"**CA**" means the Coal Authority,

"**Cash Collateral Account**" means an interest-bearing account

(a) held by the Parent with the Account Bank with account number 01153025 and sort code 30-00-05,

(b) subject to Transaction Security, which Security is in form and substance satisfactory to the Issuing Bank, and

(c) from which no withdrawals may be made by any Obligor,

as the same may be redesignated, substituted or replaced from time to time,

"**Cash Cover Required Amount**" means Barclays Bank PLC's estimate of the sum of (i) any interest in respect of the Facility which has accrued but is unpaid and (ii) all interest which will be payable in respect of the Facility from (and including) a specific date (not being less than 10 Business Days after the date on which the Bank receives a request in writing (the "**Cash Cover Date**")),

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"**Charged Property**" means all Real Property which is, or is expressed to be, from time to time the subject of Transaction Security,

"**Charged Property Disposal**" means any Disposal by any Obligor of the whole or any part of:

(a) the Charged Property,

(b) any interest in any part of the Charged Property;

(c) any entity owning any part of the Charged Property, or

(d) any other asset of an Obligor where the Net Proceeds of that asset are greater than £250,000;

"**Charged Securities**" means

(a) the securities specified in part 2 of schedule 2 of the Debenture (*Details of Security Assets*) (being none at the date of the Debenture), and

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Short particulars	<p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor (other than the Excluded Shares) or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;</p> <p>"Clawback Deed of Indemnity" means the deed of indemnity in the form as at the date of the Facility Agreement and dated on or around the date of the Facility Agreement between (1) the Parent and (2) PLC relating to potential clawback liabilities owed to the Department of Energy and Climate Change;</p> <p>"Coal Authority Security" means the Security created or expressed to be created in favour of the Coal Authority pursuant to the Coal Authority Security Documents;</p> <p>"Coal Authority Security Documents" means the third party legal charges dated on or around the date of the Facility Agreement granted by UKCIL and HEAL in favour of the Coal Authority as in force on the date of the Facility Agreement and any Security granted by HEAL and/or UKCIL over any "Proceeds Account" as that term is defined in, and pursuant to, such third party legal charges,</p> <p>"Coal Authority Security Properties" means all Property which is, or is expressed to be, from time to time, subject to the Coal Authority Security;</p> <p>"Collection Account" has the meaning given to that term in clause 11 9(a) of the Debenture;</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in schedule 5 of the Facility Agreement (<i>Form of Compliance Certificate</i>);</p> <p>"Deeds of Priority" means the deeds of priority dated on or around the date of the Facility Agreement and entered into between, amongst others (1) the Lender, (2) Bank of Scotland plc, (3) Lloyds TSB Commercial Finance Limited and (4) the Coal Authority,</p> <p>"Default" means an Event of Default or any event or circumstance specified in clause 26 of the Facility Agreement (<i>Events of Default</i>) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,</p> <p>"Deposited Amount" means in respect of each Depositor, the amount set out in the second column of schedule 4 of the Implementation and Escrow Agreement opposite its name,</p>

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"**Deposited Monies**" means together each Deposited Amount held or (as the case may be) previously held by the Escrow Agent subject to the terms of the Deposit Undertaking Letter;

"**Deposit Undertaking Letter**" means the duly signed letter of undertaking from the Escrow Agent in the form set out in schedule 7 of the Implementation and Escrow Agreement to each of the Depositor's Solicitors.

"**Depositors**" means the entities listed in the first column of schedule 4 of the Implementation and Escrow Agreement;

"**Depositor's Solicitors**" means, in relation to a Depositor, the firm of solicitors specified opposite its name in the third column of schedule 4 of the Implementation and Escrow Agreement;

"**Disposal**" means a sale, lease, licence, transfer, loan or other disposal by a person of any asset or business (whether by a single transaction or series of transactions (and whether related or not) and whether voluntary or involuntary (and including pursuant to a compulsory purchase order)),

"**Escrow Agent**" means Nabarro LLP a limited liability partnership in England and Wales under number OC334031,

"**EoS**" means EoS Inc Ltd, a company incorporated in England and Wales with company number 04006353;

"**Event of Default**" means any event or circumstance specified as such in clause 26 of the Facility Agreement (*Events of Default*),

"**Excluded Account**" means the Barclays Cash Cover Account and any money from time to time standing to the credit in respect of the Barclays Cash Cover Account;

"**Excluded Assets**" means

(a) the Excluded Shares; and

(b) the Excluded Account,

"**Excluded Shares**" means the shares held from time to time by Prospect House Properties Limited in EoS Inc Ltd;

"**Existing EoS Intercompany Loan Agreements**" means

(a) the £20,000,000 intercompany loan agreement dated 9 August 2005 between (1) PLC (as lender) and (2) EoS (as borrower), as novated from PLC to the Parent on or before the date of the Facility Agreement;

(b) the £10,000,000 intercompany loan agreement dated 7 May 2008 between (1) PLC (as lender) and (2) EoS (as borrower), as novated from PLC to the Parent on or before the date of the Facility Agreement,

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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) the £7,100,000 intercompany loan agreement dated 9 August 2005 between (1) PLC (as lender) and (2) EoS (as borrower), as novated from PLC to the Parent on or before the date of the Facility Agreement, and

(d) the £3,250,000 intercompany loan agreement dated 15 October 2009 between (1) PLC (as lender) and (2) EoS (as borrower), as novated from PLC to the Parent on or around the date of the Facility Agreement,

"Existing Finance Document" means any ABL Finance Document, RCF Finance Document, HEWPL Finance Document and HEAL Finance Document,

"Existing OGSA" means the omnibus guarantee and set-off agreement dated 23 June 2009 and entered into between, amongst others, (1) the Parent and (2) the Lender;

"Existing Security" means any Security granted by any Obligor to Bank of Scotland plc, Lloyds TSB Bank plc or Lloyds TSB Commercial Finance Limited prior to the date of the Facility Agreement,

"Facility" means the term loan facility made available under the Facility Agreement as described in clause 2 of the Facility Agreement (The Facility);

"Facility Agreement" means the facility agreement dated 10 December 2012 and made between, (1) the Parent, (2) the companies listed in schedule 1 to it as Borrowers, (3) the companies listed in schedule 1 to it as Original Guarantors and (4) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Original Borrowers,

"Finance Document" means

- (a) the Facility Agreement;
- (b) the BGI Facility Agreement;
- (c) any Compliance Certificate;
- (d) any Hedging Agreement,
- (e) any Hedging Letter;
- (f) the Barclays Side Letter;
- (g) the ABL Novation Deeds;
- (h) the RCF Novation Deed,
- (i) the Deeds of Priority;
- (j) any Transaction Security Document,

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(k) any Existing Finance Document,

(l) the Existing Security,

(m) any Utilisation Request,

(n) any document evidencing the resignation of Lloyds TSB Commercial Finance Limited and the appointment of Lloyds TSB Bank plc as security trustee in respect of certain Existing Security as referred to in paragraph 4(p) of part 1 of schedule 2 of the Facility Agreement (Conditions precedent);

(o) the Pre-Implementation Confirmation and Undertaking;

(p) the Repayment Letter,

(q) the Omnibus Consent, and

(r) any other document designated as a "Finance Document" by the Lender and the Parent;

"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,

"Financial Indebtedness" means any indebtedness for or in respect of:

(a) monies borrowed and debit balances at banks or other financial institutions,

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of Finance Leases,

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(h) any amount of any liability under an advance or deferred purchase agreement if (A) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (B) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply,</p> <p>(i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and</p> <p>(j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above,</p> <p>"Financial Year" means the period of 12 months ending on 31 December in each year,</p> <p>"General Account" means the current account referred to in clause 25 1(b) of the Facility Agreement as the same may be redesignated, substituted or replaced from time to time,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Participants" means the companies listed in schedule 1 of the Implementation and Escrow Agreement,</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 of the Facility Agreement (<i>Changes to the Obligors</i>),</p> <p>"HEAL" means Harworth Estates (Agricultural Land) Limited, a company incorporated in England and Wales with company number 02835767,</p> <p>"HEAL Facility" means the facility made available pursuant to the term and revolving credit facility agreement dated 15 February 2006 (as amended and/or restated from time to time) between amongst others, HEAL as borrower, HEWPL, HGL and Lloyds TSB Bank plc and Bank of Scotland plc as lenders,</p> <p>"HEAL Finance Document" means any "Finance Document" as that term is defined or construed in the HEAL Facility,</p> <p>"HEAL Mandatory Prepayment Account" means an interest-bearing account:</p> <p>(a) held by HEAL with the Account Bank with account number 0102605 and sort code 30-00-05,</p> <p>(b) subject to Transaction Security, which Security is in form and substance satisfactory to the Lender, and</p>	

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Particulars of a mortgage or charge

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(c) from which no withdrawals may be made by any Obligor,
as the same may be redesignated, substituted or replaced from time to time,

"HEAL Mortgage" means the legal mortgage dated on or around the date of the Facility Agreement granted by HEAL in favour of the Lender in respect of certain Coal Authority Security Properties,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by any Borrower and the Lender for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Facility Agreement or any Hedging Letter requires to be hedged;

"Hedging Letter" means any letter made between the Parent and the Lender describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Parent of, and in relation to, the Facility,

"HEMPL" means Harworth Estates Mines Property Limited, a company incorporated in England and Wales with company number 08228494;

"HEWPL" means Harworth Estates (Waverley Prince) Ltd, a company incorporated in England and Wales with company number 03020652;

"HEWPL Facility" means the facility made available pursuant to the term loan and revolving credit facility agreement dated 25 July 2007 (as amended and/or restated from time to time) between amongst others, HEWPL as borrower, UKCML, HEAL, HGL and Bank of Scotland plc as lender;

"HEWPL Finance Document" means any *"Finance Document"* as that term is defined or construed in the HEWPL Facility;

"HEWPL Mandatory Prepayment Account" means an interest-bearing account.
(a) held by HEWPL with the Account Bank with account number 6089656 and sort code 12-01-03,

(b) subject to Transaction Security, which Security is in form and substance satisfactory to the Lender, and

(c) from which no withdrawals may be made by any Obligor,
as the same may be redesignated, substituted or replaced from time to time,

"HGL" means Harworth Group Ltd, a company incorporated in England and Wales with company number 04380757;

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,</p> <p>"Implementation and Escrow Agreement" means the implementation and escrow agreement to be entered into between, amongst others, PLC and certain of its Subsidiaries and Nabarro LLP (as escrow agent) in connection with the implementation of the Restructuring,</p> <p>"Insurance Proceeds" means the proceeds of any claim under any insurance policy maintained by any Obligor relating to any assets subject to Transaction Security</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (being none at the date of the Debenture)),</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to</p> <p>(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),</p> <p>including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (being none at the date of the Debenture),</p> <p>"Interest Set-Off Account" means an interest-bearing account.</p> <p>(a) held by PHPL with the Account Bank and designated the "Interest Set-Off Account", and</p> <p>(b) subject to Transaction Security, which Security is in form and substance satisfactory to the Lender,</p> <p>as the same may be redesignated, substituted or replaced from time to time,</p> <p>"Issuing Bank" means Lloyds TSB Bank plc as issuing bank under the BGI Facility Agreement,</p>	

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"IT Services Agreement" means the IT services agreement in the form as at the date of the Facility Agreement and dated on or around the date of the Facility Agreement between (1) Mineco (as supplier) and (2) PHPL;

"Lender" means Lloyds Bank TSB plc acting through its branch at Lloyds TSB Bank plc, Lisbon House, 4th Floor, 116 Wellington Street, Leeds LS1 4LT

"Loan" means a loan made or to be made under the Facility or the principal amount for the time being of that loan;

"Management Services Agreement" means the services agreement in the form as at the date of the Facility Agreement and dated on or around the date of the Facility Agreement between (1) PLC and (2) the Parent;

"Managing Agent" means.

(a) any person approved in writing by the Lender for the time being acting as agent of each Obligor in the management of any part of the Charged Property, and

(b) any person approved in writing by the Lender and appointed by a person within sub-paragraph (a) to act as rental agents in respect of any part of the Charged Property,

"Managing Agent's Deed" means any deed entered into by a Managing Agent in favour of the Lender (in form and substance satisfactory to the Lender),

"Mandatory Prepayment Accounts" means the HEAL Mandatory Prepayment Account and the HEWPL Mandatory Prepayment Account,

"Mineco" means UK Coal Operations Limited, a company incorporated in England and Wales with company number 08223192,

"Mineco Loan" means the £10,000,000 loan made available by the Parent to Mineco pursuant to the Parent/Mineco Loan Agreement plus interest accrued thereon pursuant to the Parent/Mineco Loan Agreement;

"Net Proceeds" means in respect of any Charged Property Disposal, the proceeds of that Charged Property Disposal less:

(a) costs and expenses directly incurred by any Obligor in connection with that Charged Property Disposal and required to be retained to cover anticipated liabilities reasonably expected by that Obligor to arise in connection that Charged Property Disposal,

(b) Taxes payable or reasonably reserved for, by any Obligor in connection with that Charged Property Disposal; and

(c) costs and expenses directly incurred by any Obligor in connection with any Section 106 Planning Agreement, the entry into of which is a condition of that Charged Property Disposal,

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>and "Net Proceeds" shall not include any Rental Income payable to any Obligor in relation to any Charged Property Disposal</p> <p>"New EoS Intercompany Loan Agreement" means the loan made from UKCIL to EoS on or before the date of the Facility Agreement in an amount not exceeding £2,750,000 (or its equivalent in other currencies) pursuant to an intercompany loan agreement between (1) UKCIL and (2) EoS on or around the date of the Facility Agreement in connection with the transfer of the Rockingham Property from UKCIL to EOS,</p> <p>"Non Charged Property Disposal" means any Disposal (other than a Charged Property Disposal) by any Obligor;</p> <p>"Obligor" means the Parent, any Borrower or any Guarantor,</p> <p>"OGSA" means the omnibus guarantee and set-off agreement dated on or around the date of the Facility Agreement between (1) the Original Obligors and (2) the Lender,</p> <p>"Omnibus Consent" means the consent letter on or around the date of the Facility Agreement between UKCML, UKCIL, HGL, HEAL and HEWPL and the funders under the Revolving Credit Facility, the ABL Facilities, the HEAL Facility and the HEWPL Facility;</p> <p>"Original Chargors" means the companies listed in schedule 1 of the Debenture (<i>Original Chargors</i>) being Harworth Estates Property Group Limited, Harworth Mining Services Limited, Harworth Group Limited, Prospect House Properties Limited, Harworth Estates Mines Property Limited, Harworth Estates Overage Limited, Harworth Estates Curtilage Limited, Harworth Mining Limited, UK Coal (Investments) Limited, Harworth Estates (Waverley Prince) Limited, Harworth Estates (Agricultural Land) Limited, Coal Resources Limited, R&A Young (Mining) Limited,</p> <p>"Original Guarantor" means the companies listed in part 2 of schedule 1 of the Facility Agreement (<i>Original Guarantors</i>);</p> <p>"Original Obligor" means a Borrower or an Original Guarantor;</p> <p>"Parent" means Harworth Estates Property Group Limited a company registered in England and Wales with company number 08232459;</p> <p>"Parent VAT Group Member" has the meaning given to the term "<i>Propco VAT Group Member</i>" in the Tax Matters and UKCML Agreement,</p> <p>"Parent/Mineco Loan Agreement" means the loan agreement on or around the date of the Facility Agreement and entered into between (1) the Parent and (2) Mineco pursuant to which the Parent made the Mineco Loan available to Mineco together with the side letter from Mineco to the Parent dated on or around the date of the Facility Agreement in connection with the UKCOL Payable (as defined therein),</p>

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Short particulars	<p data-bbox="320 342 1034 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 439 1508 495">"Parent/Mineco Security" means the Security granted by Mineco in favour of the Parent pursuant to the Parent/Mineco Loan Agreement,</p> <p data-bbox="320 524 766 551">"Payment Date" means each of</p> <p data-bbox="320 580 1508 636">(a) 30 June 2013, 31 December 2013, 30 June 2014, 30 September 2014, 31 December 2014, 30 June 2015, 30 September 2015; and</p> <p data-bbox="320 665 715 692">(b) the Termination Date;</p> <p data-bbox="320 721 1508 862">"Payment Direction Letter" means the irrevocable letter of instruction in the form set out in Schedule 9 of the Implementation and Escrow Agreement from the Group Participants (represented by their Authorised Representative) to the Escrow Agent confirming where and to whom the Deposited Monies are to be transmitted,</p> <p data-bbox="320 891 1508 947">"Pension Scheme" means the Industry-wide Mineworkers' Pension Scheme and the Industry-wide Coal Staff Superannuation Scheme,</p> <p data-bbox="320 976 1018 1003">"Permitted Charged Property Disposal" means:</p> <p data-bbox="320 1032 1002 1059">(a) any Charged Property Disposal provided-</p> <p data-bbox="320 1088 1508 1256">(1) the Parent has notified the Lender in writing of the terms of that Charged Property Disposal not less than five Business Days prior to the entry into of the sale and purchase agreement relating to that Charged Property Disposal and the Parent has delivered to the Lender a completion statement for that Charged Property Disposal not less than five Business Days prior to completion of that Charged Property Disposal;</p> <p data-bbox="320 1285 1508 1341">(11) that Charged Property Disposal is on arm's length terms and is for full market value, and</p> <p data-bbox="320 1370 1508 1449">(111) the Net Proceeds of that Charged Property Disposal are applied in accordance with clause 8 2 of the Facility Agreement (Mandatory prepayment); or</p> <p data-bbox="320 1478 1508 1619">(b) any of the following in relation to any part of the Charged Property owned by HEAL or UKCIL which constitute a Charged Property Disposal provided they are on arm's length terms, at full market value and do not have a materially adverse effect on the value of any such part of the Charged Property:</p> <p data-bbox="320 1648 1508 1727">(1) the granting by HEAL or, as the case may be, UKCIL, to a Tenant of an Assured Shorthold Tenancy or other residential lettings of any dwelling situate upon any such part of the Charged Property,</p> <p data-bbox="320 1756 1508 1868">(11) the granting by HEAL or, as the case may be, UKCIL, to a Tenant of a Farm Business Tenancy of any agricultural land and buildings situate upon any such part of the Charged Property for a periodic term of up to a year or a fixed term not exceeding 10 years;</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iii) the granting by HEAL or, as the case may be, UKCIL, to third parties to a Tenant of a succession Agricultural Tenancy of any agricultural land or buildings situate upon any such part of the Charged Property;</p> <p>(iv) the granting by HEAL or, as the case may be, UKCIL, to a Tenant of any land or buildings of a tenancy pursuant to the provisions of the Landlord & Tenant Act 1954 (as amended) where the annual rent does not exceed £50,000;</p> <p>(v) the granting by HEAL or, as the case may be, UKCIL, of common law licences to use or graze any such part of the Charged Property;</p> <p>(vi) the granting by HEAL or, as the case may be, UKCIL, of any easement, wayleave, servitude, licence or similar agreement relating to any such part of the Charged Property where the consideration does not exceed £25,000 or the annual fee or consideration does not exceed £25,000;</p> <p>(vii) the granting by HEAL or, as the case may be, UKCIL, to a third party of any lease, licence or grant of sporting rights enjoyed by any such part of the Charged Property provided such right can be terminated on giving not more than six months' notice; and</p> <p>(c) the granting by any Obligor to a Tenant of any Lease which is permitted pursuant to the terms of this Agreement (other than as referred to in paragraph (b) above),</p> <p>"Permitted Disposal" means a Permitted Charged Property Disposal or a Permitted Non Charged Property Disposal,</p> <p>"Permitted Financial Indebtedness" means Financial Indebtedness:</p> <p>(a) arising under any of the Finance Documents;</p> <p>(b) incurred by EoS,</p> <p>(1) pursuant to the Barclays Facility Agreement;</p> <p>(11) with any lender which is not a Shareholder or an Affiliate of an Obligor, for the purpose of repaying in full the Financial Indebtedness incurred by EoS pursuant to the Barclays Facility Agreement or any subsequent agreement entered into by EoS pursuant to which Financial Indebtedness is incurred by EoS for the purpose of repaying such Financial Indebtedness, unless EoS has become an Additional Guarantor pursuant to clause 28 2 of the Facility Agreement (Additional Guarantors),</p> <p>(c) arising under a Permitted Loan or a Permitted Guarantee; and</p> <p>(d) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed £100,000 (or its equivalent in other currencies) in aggregate for the Group at any time;</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>"Permitted Guarantee" means:</p> <p>(a) the limited recourse guarantee dated on or around the date of the Facility Agreement granted by PHPL in favour of Barclays and as in force on the date of the Facility Agreement, which guarantees amounts owing by PHPL to Barclays pursuant to the PHPL/EoS Share Charge ("Barclays Limited Recourse Guarantee") or, save in the event that EoS becomes an Additional Guarantor pursuant to clause 28.2 of the Facility Agreement (<i>Additional Guarantors</i>), any guarantee in favour of any person which is the creditor of any Financial Indebtedness which is permitted pursuant to paragraph (b) (11) of the definition of "<i>Permitted Financial Indebtedness</i>" which (taken as a whole and excluding the duration of such guarantee) is not materially more onerous than the Barclays Limited Recourse Guarantee (taken as a whole and excluding the duration of the guarantee), granted by PHPL pursuant to any Barclays Replacement Facility Agreement; and</p> <p>(b) the rental income shortfall guarantee dated on or around the date of the Facility Agreement granted by the Parent in favour of Barclays and as in force on the date of the Facility Agreement ("Barclays Rental Shortfall Guarantee") or, save in the event that EoS becomes an Additional Guarantor pursuant to clause 28 2 of the Facility Agreement (<i>Additional Guarantors</i>), any guarantee in favour of any person which is the creditor of any Financial Indebtedness which is permitted pursuant to paragraph (b) (11) of the definition of "<i>Permitted Financial Indebtedness</i>" which (taken as a whole and excluding the duration of such guarantee) is not materially more onerous than the Barclays Rental Shortfall Guarantee (taken as a whole and excluding the duration of such guarantee), granted by the Parent pursuant to any Barclays Replacement Facility Agreement;</p> <p>(c) any guarantee permitted under clause 23 18 of the Facility Agreement (<i>Financial Indebtedness</i>);</p> <p>(d) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade, and</p> <p>(e) the indemnities given by the PHPL in favour of UKCML pursuant to clauses 4 2, 9.1 5, 9.2.2, 10.2.4, 11, 14 2.4, 14 3 3 and 15.3 of the Business Transfer Agreement and the indemnities given by the Parent in favour of UKCML pursuant to clause 21.1 3 of the Business Transfer Agreement;</p> <p>(f) the indemnity given by certain members of the Group in favour of PLC pursuant to clause 2 3 of the Protected Persons Regulations Deed of Covenant ("Protected Persons Regulations Indemnity");</p> <p>(g) the indemnity given by the Parent in favour of PLC pursuant to clause 2.4 of the Clawback Deed of Indemnity;</p>	

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6 Short particulars of all the property mortgaged or charged

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(h) the indemnity given by the Parent in favour of PLC, UKCML, UK Coal Mine Holdings Limited and Mineco pursuant to clause 2 4 of the Tax Matters and UKCML Agreement provided the aggregate liability indemnified by the Parent pursuant to such indemnity does not exceed £50,000,

(i) the indemnity given by each Parent VAT Group Member to each other Parent VAT Group Member pursuant to clauses 2.10 and 2 11 of the Tax Matters and UKCML Agreement,

(j) the indemnity given by PHPL to Mineco pursuant to clauses 4.4, 5 4 2 and 9 4 of the IT Services Agreement provided the aggregate liability indemnified by PHPL pursuant to such indemnity does not exceed £25,000,

(k) the indemnity given by the Parent to PLC pursuant to clause 5 4 of the Management Services Agreement provided that the aggregate liability indemnified by the Parent pursuant to such indemnity does not exceed £50,000;

(l) any indemnity (including any indemnity pursuant to any Restructuring Real Property Transfer and any Restructuring Real Property Lease) given by any member of the Group to any member of the Mineco Group pursuant to any transfer or lease or other similar grant of right of any Real Property in accordance with the Restructuring and which, in the opinion of the Lender, are generally accepted as being ordinary course and market standard for arms-length transactions of this nature,

(m) any indemnity given by PHPL pursuant to any Permitted Joint Venture Indemnity Document,

(n) any guarantee not permitted by the preceding paragraphs provided that the aggregate amount of the Financial Indebtedness guaranteed by all such guarantees does not exceed £100,000 (or its equivalent in other currencies) for the Group at any time,

"Permitted Loan" means

(a) the Mineco Loan,

(b) the loan made from UKCIL to EoS on or before the date of the Facility Agreement in an amount not exceeding £2,750,000 (or its equivalent in other currencies) pursuant to an intercompany loan agreement between (1) UKCIL and (2) EoS dated on or around the date of the Facility Agreement ("**New EoS Intercompany Loan Agreement**") in connection with the transfer of the Rockingham Property from UKCIL to EOS,

(c) any loan made from the Parent to EoS and outstanding between the Parent and EoS, in each case prior to the date of the Facility Agreement pursuant to the Existing EoS Intercompany Loan Agreements, provided that the aggregate amount of Financial Indebtedness under any such loans does not exceed £6,900,000 (or its equivalent in other currencies) at any time,

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(d) any loan made from the Parent to EoS pursuant to any guarantee referred to in paragraph (b) of the definition of "Permitted Guarantee",
(e) any loan made from any Obligor to EoS following the date of the Facility Agreement so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £2,000,000 (or its equivalent in other currencies) at any time and provided:

(1) no Default has occurred which is continuing at the time such loan is made or would occur as a result of the making of any such loan; and

(11) the proceeds of any such loan are applied towards the working capital purposes of EoS and are not applied to repay or prepay any Financial Indebtedness incurred by EoS (other than pursuant to an equity cure right under the Barclays Facility Agreement or any Barclays Replacement Facility Agreement);

(f) any loan made by any Obligor to any member of the Group which is not an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £1,000,000 (or its equivalent in other currencies) at any time and provided:

(1) no Default has occurred which is continuing at the time such loan is made or would occur as a result of the making of any such loan; and

(11) the proceeds of any such loan are applied towards the working capital purposes of that member of the Group and are not applied to repay or prepay any Financial Indebtedness incurred by that member of the Group,

(g) any loan made by an Obligor to another Obligor or by a member of the Group which is not an Obligor to another member of the Group which is not an Obligor; and

(h) any loan made by the Parent to EoS on 31 December 2014, the proceeds of which are immediately applied by EoS to repay in full the Financial Indebtedness incurred by EoS under the Barclays Finance Documents provided:

(1) no Default has occurred which is continuing at the time such loan is made or would occur as a result of the making of any such loan;

(11) prior to such loan being made the Borrowers have satisfied their obligation to repay the outstanding aggregate Loans by the relevant Repayment Amount for the Payment Date on 31 December 2014 pursuant to clause 6.1 of the Facility Agreement ,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(iii) the Parent has provided evidence to the Lender and in form and substance satisfactory to the Lender (acting reasonably) that, during the 12 months prior to the making of such loan, EoS has used reasonable endeavours to arrange and incur Financial Indebtedness referred to in paragraph (b)(11) of the definition of "Permitted Financial Indebtedness" so that it can repay the Financial Indebtedness incurred by it under the Barclays Finance Documents by 31 December 2014 but having used reasonable endeavours, it has failed to arrange or incur such Financial Indebtedness referred to in paragraph (b)(11) of the definition of "Permitted Financial Indebtedness";</p> <p>(iv) the Parent delivers to the Lender not more than 20 Business Days and not less than 10 Business Days in each case prior to 31 December 2014, a cashflow forecast in form and substance satisfactory to the Lender (acting reasonably) which shows that the Group has cashflow of not less than £5,000,000 available to it at all times between 31 December 2014 and the Termination Date (inclusive) and the Lender shall be entitled to instruct a firm of accountants (at the cost of the Parent) selected by the Lender to review and verify such cashflow forecast;</p> <p>(v) immediately following the repayment in full of the Financial Indebtedness incurred by EoS under the Barclays Finance Documents, EoS shall become a Guarantor pursuant to clause 28.2 of the Facility Agreement (Additional Guarantors) and grant first ranking Security over all of its properties, undertakings, businesses and assets in favour of the Lender; and</p> <p>(vi) such loan is not made using the proceeds of any Charged Property Disposal or any Insurance Proceeds,</p> <p>(1) any loan not permitted by the preceding paragraphs provided that the aggregate amount of the Financial Indebtedness under all such loans does not exceed £100,000 (or its equivalent in other currencies) for the Group at any time,</p> <p>so long as, in each case, the creditor of such Financial Indebtedness shall grant Security over its rights in respect of such Financial Indebtedness in favour of the Lender on terms acceptable to the Lender;</p> <p>"Permitted Non Charged Property Disposal" means any Non Charged Property Disposal provided that it is.</p> <p>(a) made in the ordinary course of trading of the disposing entity, or</p> <p>(b) of assets in exchange for other assets comparable or superior as to type, value and quality; or</p> <p>(c) is on arm's length terms and for full market value; or</p> <p>(d) of slurry or scrap;</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="311 344 1034 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="311 443 730 472">"Permitted Security" means</p> <p data-bbox="311 501 935 530">(a) the Transaction Security Documents,</p> <p data-bbox="311 560 983 589">(b) the Coal Authority Security Documents;</p> <p data-bbox="311 618 1503 842">(c) the PHPL/EoS Share Charge or, save in the event that EoS becomes an Additional Guarantor pursuant to clause 28.2 of the Facility Agreement (<i>Additional Guarantors</i>), any Security created by PHPL over the entire issued share capital of EoS to secure any Financial Indebtedness referred to in paragraph (b)(ii) of the definition of "<i>Permitted Financial Indebtedness</i>" provided that the terms of such Security are not materially more onerous than the terms of the PHPL/EoS Share Charge at the date of the Facility Agreement,</p> <p data-bbox="311 871 1503 983">(d) any Security or Quasi-Security arising as a result of any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness;</p> <p data-bbox="311 1012 1503 1285">(e) any Security or Quasi-Security arising as a result of any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements with the Lender (including in relation to any permitted cash pooling arrangements) for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligor to be netted or set-off against debit balances of members of the Group which are not Obligor and (ii) such arrangement does not give rise to other Security over the assets of Obligor in support of liabilities of members of the Group which are not Obligor;</p> <p data-bbox="311 1314 1102 1344">(f) any Security or Quasi-Security granted by EoS</p> <p data-bbox="311 1373 1503 1424">(i) in favour of Barclays in connection with the Barclays Facility Agreement ("Barclays Security");</p> <p data-bbox="311 1453 1503 1565">(ii) in favour of any person which is the creditor of any Financial Indebtedness which is permitted pursuant to paragraph (b)(ii) of the definition of "<i>Permitted Financial Indebtedness</i>" in the Facility Agreement (and as set out above),</p> <p data-bbox="311 1594 1503 1706">(g) any Security or Quasi-Security which is a lien arising by the operation of law in the ordinary course of its business on assets of any Obligor other than any part of the Charged Property which has not arisen as a result of any default or omission by any Obligor,</p> <p data-bbox="311 1736 1503 1899">(h) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having a similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,</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

(1) any Quasi-Security arising as a result of a Disposal which is a Permitted Disposal, or

(j) securing Financial Indebtedness the outstanding principal aggregate amount of which (when aggregated with the outstanding principal amount of any other Financial Indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (i)) does not exceed £100,000 (or its equivalent in other currencies) at any time;

"PHPL" means Prospect House Properties Limited, a company incorporated in England and Wales with company number 02173536,

"PHPL/EoS Share Charge" means the third party share charge on or around the date of the Facility Agreement and entered into between (1) PHPL and (2) Barclays and as in force on the date of the Facility Agreement, in connection with the entire issued share capital of EoS;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

"PLC" means UK Coal plc (formerly known as RJB Mining Ltd), a company incorporated in England and Wales with company number 02649340,

"PLC Group" means PLC and each of its Subsidiaries from time to time,

"Pre-Implementation Confirmation and Undertaking" means the letter to be delivered by UKC on behalf of itself and each of the other Group Participants pursuant to paragraph (d) of the definition of "Conditions" in the form set out in schedule 10 of the Implementation and Escrow Agreement to each of the Stakeholder's Solicitors;

"Protected Persons Regulations Deed of Covenant" means the deed of covenant in the form as at the date of the Facility Agreement and dated on or around the date of the Facility Agreement between (1) the Covenantors (as defined therein) and (2) the Parent relating to the Protected Persons Regulations;

"Quasi-Security" means an arrangement or transaction described below

no Obligor shall (and the Parent shall ensure that no other member of the Group will)

(1) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,

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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

(11) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(111) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(1v) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

"RCF Finance Document" means any "Finance Document" as that term is defined or construed in the Revolving Credit Facility,

"RCF Novation Deed" means the deed of novation in relation to the Revolving Credit Facility, dated on or around the date of the Facility Agreement and entered into between, amongst others, (1) UKCML and (2) the Parent,

"Real Property" means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with:

(a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;

(b) all easements, servitudes, rights and agreements in respect of that property,

(c) all rents from and proceeds of sale of that property; and

(d) the benefit of all covenants given in respect of that property,

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with:

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

other than in respect of the Excluded Account,

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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>"Related Rights" means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p>"Relevant Contract" means:</p> <p>(a) the Parent/Mineco Loan Agreement;</p> <p>(b) the Parent/Mineco Security;</p> <p>(c) the Existing EoS Intercompany Loan Agreements;</p> <p>(d) the New EoS Intercompany Loan Agreement,</p> <p>(e) the Shareholders' Agreement; and</p> <p>(f) each agreement specified in part 4 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) or specified in any Accession Deed as a "Relevant Contract" together with each other agreement supplementing or amending or novating or replacing the same;</p> <p>"Repayment Amount" means an amount which reduces the outstanding aggregate amount of the Loans by the cumulative amount set out opposite the relevant Payment Date in schedule 8 of the Facility Agreement (<i>Amortisation schedule</i>), the cumulative amount by which the outstanding aggregate Loans are to have been repaid by the Borrowers by each Payment Date, each a "Repayment Amount" and together the "Repayment Amounts",</p> <p>"Rent Account" means the interest-bearing account:</p> <p>(a) held by HEAL with the Account Bank with account number 0121022 and sort code 30-00-05,</p> <p>(b) subject to Transaction Security, which Security is in form and substance satisfactory to the Lender, and</p> <p>(c) from which no withdrawals may be made by any Obligor,</p> <p>as the same may be redesignated, substituted or replaced from time to time;</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

"Rental Income" means all amounts arising from the letting, use or occupation of any part of the Charged Property including (but without double-counting).

(a) rents, licence fees and equivalent sums reserved or made payable;

(b) sums received from any deposit held as security for performance of any Tenant's obligations;

(c) any other monies payable in respect of use and/or occupation;

(d) any sum, or the value of any consideration, given for the grant, surrender or variation of any letting or occupancy,

(e) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any part of the Charged Property,

(f) sums paid as reimbursement of expenses incurred, or on account of expenses to be incurred, in:

(i) the management, maintenance and repair,

(ii) the provision of services in respect, and

(iii) the payment of premiums and other costs associated with the insurances,

of any part of the Charged Property;

(g) proceeds paid for a breach of covenant under any Lease of any part of the Charged Property and for expenses incurred in relation to any such breach;

(h) any contribution to a sinking fund paid by a Tenant,

(i) any contribution by a Tenant to ground rent due under any Headlease,

(j) any VAT on any sum mentioned in this definition;

(k) any payment from a guarantor or other surety in respect of any item listed in this definition,

(l) tolling charges, payments in respect of electricity generated, royalties in respect of coal and gas extracted and way leaves; and

(m) interest, damages or compensation in respect of any item listed in this definition,

"Repayment Letter" has the meaning given to the term Payment Direction Letter in the Implementation and Escrow Agreement,

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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>"Restructuring" means the restructuring of the PLC Group otherwise known as "<i>Project Juniper</i>" to be carried out and effected pursuant to and in accordance with</p> <p>(a) the Steps Paper, and</p> <p>(b) the Implementation and Escrow Agreement,</p> <p>"Restructuring Property Transfer Agreement" means any agreement, in the agreed form prior to the date of the Facility Agreement, pursuant to which any Real Property is transferred by any member of the Group to any member of the Mineco Group pursuant to and as a result of the Restructuring;</p> <p>"Restructuring Real Property Lease" means any Lease, in the agreed form prior to the date of the Facility Agreement, pursuant to which any Real Property is leased by any member of the Group to any member of the Mineco Group pursuant to and as a result of the Restructuring,</p> <p>"Revolving Credit Facility" means the facility made available pursuant to the revolving facility agreement dated 11 May 2010 and made between (1) UKCML, (2) UKCIL, (3) HGL, (4) Lloyds TSB Bank plc as lender and (5) Lloyds TSB Bank plc as issuing bank as amended and restated on 6 May 2011 and as further amended and restated on 26 April 2012 and 14 May 2012 and as further amended and restated from time to time;</p> <p>"Rockingham Property" means the property known as land on the north and south sides of Dearne Valley Parkway, Wombwell and land on the north east side of Rockingham Street, Barnsley,</p> <p>"Section 106 Planning Agreement" means any agreement and/or undertaking in respect of and affecting any part of the Charged Property which is expressed to be made under section 106 of the Town and Country Planning Act 1990,</p> <p>"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;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement of any other security agreement or arrangement having the effect of security;</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Shareholders" means PLC and the Pension Scheme together being the holders of all of the issued share capital in the Parent and **"Shareholder"** shall mean either of them;

"Shareholders' Agreement" means the shareholders' agreement of the Parent dated on or around the date of the Facility Agreement and entered into between (1) PLC, (2) Industry-Wide Mineworkers' Pension Scheme Trustees Limited, (3) Industry-Wide Coal Staff Superannuation Scheme Trustees Limited and (4) the Parent;

"Stakeholder' Solicitors" means in respect of each Depositor, that Depositor's Solicitors, and in respect of Barclays, Eversheds LLP and in respect of the CA, Walker Morris,

"Steps Paper" means the steps paper in the agreed form prepared by PricewaterhouseCoopers LLP and addressed to PLC which describes the various steps required to implement the Restructuring;

"Subsidiary" of a company or corporation means any company or corporation

(a) which is controlled, directly or indirectly, by the first-mentioned company or corporation; or

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or

(c) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body,

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Tax Matters and UKCML Agreement" means the agreement in the form as at the date of the Facility Agreement and dated on or around the date of the Facility Agreement between, amongst others, PLC, Mineco and the Parent relating to certain Tax arrangements between the Mineco Group and the Group,

"Termination Date" means 31 December 2015;

"Tenant" means any person with a right to occupy any part of the Charged Property pursuant to any Lease from time to time together with:

(a) any predecessor in title of such person retaining any liability to pay any rent, licence fee or other sum in respect of that occupation; and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) any surety for any such person;</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents;</p> <p>"Transaction Security Documents" means</p> <p>(a) a first and only debenture containing fixed and floating charges over all the assets and undertaking of each Obligor including the Property in England and Wales;</p> <p>(b) the HEAL Mortgage,</p> <p>(c) the UKCIL Mortgage;</p> <p>(d) a first and only charge over each Account;</p> <p>(e) each document which creates the Existing Security,</p> <p>(f) the OGSA;</p> <p>(g) the Existing OGSA,</p> <p>(h) any Managing Agent's Deed, and</p> <p>(i) any other document designated as such by the Parent and the Lender,</p> <p>each in favour of the Lender and in the agreed form, together with any other document entered into by any Obligor creating or expressed to create any Security in favour of the Lender in relation to the obligations of any Obligor under any Finance Document,</p> <p>"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;</p> <p>"UKC" means UK Coal plc (company number 02649340),</p> <p>"UKCIL" means UK Coal (Investments) Limited, a company incorporated in England and Wales with company number 07532134;</p> <p>"UKCIL Mortgage" means the legal mortgage on or around the date of the Facility Agreement granted by UKCIL in favour of the Lender in respect of certain Coal Authority Security Properties;</p> <p>"UKCML" means UK Coal Mining Ltd, a company incorporated in England and Wales with company number 02997374;</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

"**UKCOL**" means UK Coal Operation Limited (a company incorporated in England and Wales with registered number 08223192)

"**UKCOL Payable**" means the £7 752,766 44 payable pursuant to Step 13 of the Steps Plan and which the Borrower undertakes to transfer to the Lender in accordance with clause 11.1 of the Parent/Mineco Loan Agreement (*UKCOL Payable*) in consideration for the Borrower acquiring the coal mining operations free from any liabilities owed to Lloyds TSB Bank plc;

"**Utilisation Request**" means a notice substantially in the form set out in schedule 3 of the Facility Agreement (*Utilisation Request*);

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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

No	Site Name	Title Number	Chargor
1	Allerton Bywater	Unregistered	UK Coal (Investments) Limited
2	Anglers South West	WYK22361	Harworth Estates (Agricultural Land) Limited
		WYK846974	Harworth Estates (Agricultural Land) Limited
		WYK848460	Harworth Estates (Agricultural Land) Limited
3	Arkwright	DY62930	Harworth Estates (Agricultural Land) Limited
		DY235891	UK Coal (Investments) Limited
		DY279421	UK Coal (Investments) Limited
		DY279423	UK Coal (Investments) Limited
		DY279419	UK Coal (Investments) Limited
		DY277275	UK Coal (Investments) Limited
		DY244226	Harworth Estates (Agricultural Land) Limited
		DY277243	UK Coal (Investments) Limited
		DY277477	UK Coal (Investments) Limited
		DY141131	Harworth Estates (Agricultural Land) Limited
		DY229579	Harworth Estates (Agricultural Land) Limited
		DY199911	Harworth Estates (Agricultural Land) Limited
		DY141396	Harworth Estates (Agricultural Land) Limited
		DY238486	UK Coal (Investments) Limited
		DY242349	Harworth Estates (Agricultural Land) Limited
		DY246864	Harworth Estates (Agricultural Land) Limited
		DY412847	Harworth Estates (Agricultural Land) Limited

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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

No	Site Name	Title Number	Chargor
		DY413322	Harworth Estates (Agricultural Land) Limited
		DY227431	Harworth Estates (Agricultural Land) Limited
		DY244893	UK Coal (Investments) Limited
		DY234233	Harworth Estates (Agricultural Land) Limited
4	Asfordby	LT429194	UK Coal (Investments) Limited
		LT399036	Harworth Estates (Agricultural Land) Limited
		LT180632	UK Coal (Investments) Limited
		LT399094	Harworth Estates (Agricultural Land) Limited
		LT195458	UK Coal (Investments) Limited
5	Asfordby Pumping Station	LT173664	UK Coal (Investments) Limited
6	Ashby Woulds	LT396017	Harworth Estates (Agricultural Land) Limited
		LT230727	UK Coal (Investments) Limited
		LT147245	UK Coal (Investments) Limited
7	Askern	SYK5562	UK Coal (Investments) Limited
		SYK61728	UK Coal (Investments) Limited
		SYK61177	UK Coal (Investments) Limited
		SYK63027	UK Coal (Investments) Limited
		SYK68007	UK Coal (Investments) Limited
		Unregistered	UK Coal (Investments) Limited
8	Bates Staithes/ Malvins Road	ND70660	UK Coal (Investments) Limited
		ND157001	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
9	Bennerley	NT426530	Harworth Estates (Agricultural Land) Limited
		NT431732	Harworth Estates (Agricultural Land) Limited
		NT431731	Harworth Estates (Agricultural Land) Limited
		NT178578	UK Coal (Investments) Limited
		NT313038	UK Coal (Investments) Limited
		NT134719	UK Coal (Investments) Limited
		NT61120	UK Coal (Investments) Limited
		NT61529	Harworth Estates (Agricultural Land) Limited
		NT157722	Harworth Estates (Agricultural Land) Limited
		NT353660	UK Coal (Investments) Limited
		NT320401	UK Coal (Investments) Limited
10	Bilsthorpe	NT419911	UK Coal (Investments) Limited
		NT346242	UK Coal (Investments) Limited
11	Bleakhouse	SF208416	UK Coal (Investments) Limited
		SF524716	Harworth Estates (Agricultural Land) Limited
		SF205199	Harworth Estates (Agricultural Land) Limited
		SF524672	Harworth Estates (Agricultural Land) Limited
12	Broughton Lodge	CU190185	Harworth Estates (Agricultural Land) Limited
		CU130752	Harworth Estates (Agricultural Land) Limited
		CU89529	Harworth Estates (Agricultural Land) Limited
		CU66983	Harworth Estates (Agricultural Land) Limited
		CU55117	Harworth Estates (Agricultural Land) Limited

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

No	Srte Name	Title Number	Chargor
13	Butterwell/ Linton Lane	ND161583	UK Coal (Investments) Limited
		ND158133	UK Coal (Investments) Limited
14	Carr House Pumping Station	SYK471786	UK Coal (Investments) Limited
15	Chatterley	SF183191	UK Coal (Investments) Limited
		SF221399	UK Coal (Investments) Limited
		SF202405	UK Coal (Investments) Limited
16	Chester House	ND153429	UK Coal (Investments) Limited
17	Coalfield North	LT129294	UK Coal (Investments) Limited
		LT114406	UK Coal (Investments) Limited
18	Coalfield West	LT163047	UK Coal (Investments) Limited
		LT417462	UK Coal (Investments) Limited
		LT412886	UK Coal (Investments) Limited
		LT230917	UK Coal (Investments) Limited
19	Coton Park	DY321713	UK Coal (Investments) Limited
20	Cresswell	DY346070	UK Coal (Investments) Limited
		DY355193	UK Coal (Investments) Limited
21	Cutacre/Lomax	GM148110	UK Coal (Investments) Limited
		GM148163	UK Coal (Investments) Limited
		GM148166	UK Coal (Investments) Limited
		GM61807	UK Coal (Investments) Limited
		GM309904	UK Coal (Investments) Limited
		GM312576	UK Coal (Investments) Limited
		GM220395	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
		GM308834	UK Coal (Investments) Limited
		GM312695	UK Coal (Investments) Limited
		GM320244	UK Coal (Investments) Limited
		GM931279	UK Coal (Investments) Limited
		GM931271	UK Coal (Investments) Limited
		GM260450	UK Coal (Investments) Limited
		GM600812	UK Coal (Investments) Limited
		GM731058	UK Coal (Investments) Limited
		GM299422	UK Coal (Investments) Limited
		GM730281	UK Coal (Investments) Limited
		GM276275	UK Coal (Investments) Limited
22	Dawley Road	SL13445	Harworth Estates (Agricultural Land) Limited
		SL37079	Harworth Estates (Agricultural Land) Limited
		SL34452	Harworth Estates (Agricultural Land) Limited
		SL88740	Harworth Estates (Agricultural Land) Limited
		SL52464	Harworth Estates (Agricultural Land) Limited
		SL181718	Harworth Estates (Agricultural Land) Limited
		SL47723	UK Coal (Investments) Limited
		SL181157	Harworth Estates (Agricultural Land) Limited
		SL208839	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
23	Deanfield	WYK593225	UK Coal (Investments) Limited
		WYK731615	UK Coal (Investments) Limited
		WYK712672	UK Coal (Investments) Limited
		WYK683278	UK Coal (Investments) Limited
		WYK620464	UK Coal (Investments) Limited
		WYK486160	UK Coal (Investments) Limited
		WYK360160	UK Coal (Investments) Limited
24	Dewley Hill	TY11175	Harworth Estates (Agricultural Land) Limited
		TY23354	Harworth Estates (Agricultural Land) Limited
		TY16973	Harworth Estates (Agricultural Land) Limited
		TY451378	Harworth Estates (Agricultural Land) Limited
		TY304360	Harworth Estates (Agricultural Land) Limited
25	Dicconson Lane	GM683446	Harworth Estates (Agricultural Land) Limited
		GM323979	Harworth Estates (Agricultural Land) Limited
		GM410181	Harworth Estates (Agricultural Land) Limited
		GM683447	Harworth Estates (Agricultural Land) Limited
		GM683445	Harworth Estates (Agricultural Land) Limited
		GM256607	Harworth Estates (Agricultural Land) Limited
		GM287629	Harworth Estates (Agricultural Land) Limited
		MAN75857	Harworth Estates (Agricultural Land) Limited

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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

No	Site Name	Title Number	Chargor
26	Doe Lea	DY234069	UK Coal (Investments) Limited
27	Eldon Deep	DU220988	UK Coal (Investments) Limited
		DU295931	Harworth Estates (Agricultural Land) Limited
		DU219491	UK Coal (Investments) Limited
28	Ellington/ Lynemouth/ Bewick Drift	ND161004	UK Coal (Investments) Limited
		ND164375	UK Coal (Investments) Limited
		ND154862	UK Coal (Investments) Limited
29	East Midlands Lot 1	DY103401	UK Coal (Investments) Limited
		LT121408	Harworth Estates (Agricultural Land) Limited
		LT408433	Harworth Estates (Agricultural Land) Limited
		LT318452	Harworth Estates (Agricultural Land) Limited
		LT306015	Harworth Estates (Agricultural Land) Limited
30	East Midlands Lot 3	DY283946	Harworth Estates (Agricultural Land) Limited
		DY179376	Harworth Estates (Agricultural Land) Limited
		DY313862	Harworth Estates (Agricultural Land) Limited
		DY256993	Harworth Estates (Agricultural Land) Limited
31	East Midlands Lot 9	NT320388	Harworth Estates (Agricultural Land) Limited
		NT320395	Harworth Estates (Agricultural Land) Limited

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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

No	Site Name	Title Number	Chargor
32	Flass Lane	WYK771998	UK Coal (Investments) Limited
33	Gascoigne Wood	NYK138566	Harworth Estates (Agricultural Land) Limited
		NYK309799	UK Coal (Investments) Limited
		NYK138183	Harworth Estates (Agricultural Land) Limited
		NYK79585	Harworth Estates (Agricultural Land) Limited
		NYK117172	Harworth Estates (Agricultural Land) Limited
		NYK130763	Harworth Estates (Agricultural Land) Limited
		NYK328463	Harworth Estates (Agricultural Land) Limited
		NYK250601	UK Coal (Investments) Limited
		NYK311733	UK Coal (Investments) Limited
		NYK171480	Harworth Estates (Agricultural Land) Limited
34	Gawber/ Athersley	SYK211511	Harworth Estates (Agricultural Land) Limited
		SYK37608	Harworth Estates (Agricultural Land) Limited
		SYK523549	Harworth Estates (Agricultural Land) Limited
		SYK556878	UK Coal (Investments) Limited
35	Gedling	NT380404	UK Coal (Investments) Limited
36A	Harworth *titles currently registered to UKCML Transfer to UKCIL completed 26 10 2012 Land Registry application made	NT381564 (part)	UK Coal (Investments) Limited*

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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

No	Site Name	Title Number	Chargor
36B	Harworth **titles currently registered to UKCML Transfer to UKCIL completed 26 10 2012 Land Registry application made Titles transferred to Harworth Estates Curtilage Limited outstanding	NT255541	Harworth Estates Curtilage Limited**
		NT309121	Harworth Estates Curtilage Limited**
		NT310227	Harworth Estates Curtilage Limited**
		NT313060	Harworth Estates Curtilage Limited**
		NT425659	Harworth Estates Curtilage Limited**
		NT381564 (part)	Harworth Estates Curtilage Limited**
		NT363355	Harworth Estates Curtilage Limited**
		NT358352	Harworth Estates Curtilage Limited**
37	Hathery Lane	ND152586	Harworth Estates (Agricultural Land) Limited
		ND169681	Harworth Estates (Agricultural Land) Limited
38	Hetton Lyons	TY332286	Harworth Estates (Agricultural Land) Limited
39	High Cross	DY361680	UK Coal (Investments) Limited
40	Highmoor	DY431558	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
41	Highthorn	ND158409	UK Coal (Investments) Limited
		ND128215	UK Coal (Investments) Limited
42	Hill Top/ Southfield	DU83127	Harworth Estates (Agricultural Land) Limited
		DU84055	Harworth Estates (Agricultural Land) Limited
		DU125293	Harworth Estates (Agricultural Land) Limited
		DU300796	Harworth Estates (Agricultural Land) Limited
43	Hoodcroft	DY464804	Harworth Estates (Agricultural Land) Limited
		DY464805	Harworth Estates (Agricultural Land) Limited
		DY464808	Harworth Estates (Agricultural Land) Limited
		DY464811	Harworth Estates (Agricultural Land) Limited
		DY464812	Harworth Estates (Agricultural Land) Limited
44	Houghton Main	SYK122964	UK Coal (Investments) Limited
		SYK164058	UK Coal (Investments) Limited
		SYK554101	UK Coal (Investments) Limited
		SYK559167	UK Coal (Investments) Limited
		SYK522220	Harworth Estates (Agricultural Land) Limited
		SYK562600	UK Coal (Investments) Limited
		SYK373943	UK Coal (Investments) Limited
45	Kellingley Non-operational	NYK284433 (part)	UK Coal (Investments) Limited
		NYK175129	UK Coal (Investments) Limited
46	Kilnhurst	SYK103445	Harworth Estates (Agricultural Land) Limited

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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

No	Site Name	Title Number	Chargor
47	Kirk/Denby	DY315714	UK Coal (Investments) Limited
		DY362433	UK Coal (Investments) Limited
		DY337208	UK Coal (Investments) Limited
		DY407204	Harworth Estates (Agricultural Land) Limited
48	Lanchester	DU212649	Harworth Estates (Agricultural Land) Limited
49	Long Row	WYK537113	UK Coal (Investments) Limited
		WYK886231	UK Coal (Investments) Limited
50	Lounge	LT272185	UK Coal (Investments) Limited
		LT116407	UK Coal (Investments) Limited
51	Mardens Hall	ND133785	UK Coal (Investments) Limited
		ND101507	UK Coal (Investments) Limited
		ND67798	UK Coal (Investments) Limited
		ND60840	UK Coal (Investments) Limited
		ND69269	UK Coal (Investments) Limited
		ND69257	UK Coal (Investments) Limited
		ND96583	UK Coal (Investments) Limited
		ND96532	UK Coal (Investments) Limited
		ND88412	UK Coal (Investments) Limited
		ND86193	UK Coal (Investments) Limited
		ND97733	UK Coal (Investments) Limited
		ND97731	UK Coal (Investments) Limited
		ND159881	UK Coal (Investments) Limited
		ND70486	UK Coal (Investments) Limited
		ND69406	UK Coal (Investments) Limited
		ND52381	UK Coal (Investments) Limited
		ND159880	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
52	Maltby	SYK360171	UK Coal (Investments) Limited
53	Marley Hill	TY241207	UK Coal (Investments) Limited
		TY239474	UK Coal (Investments) Limited
		TY179632	UK Coal (Investments) Limited
		TY452309	Harworth Estates (Agricultural Land) Limited
		TY27386	UK Coal (Investments) Limited
		TY497665	UK Coal (Investments) Limited
		TY499497	UK Coal (Investments) Limited
54	Mead/Lodge House	DY31200	Harworth Estates (Agricultural Land) Limited
		DY132167	Harworth Estates (Agricultural Land) Limited
		DY348371	Harworth Estates (Agricultural Land) Limited
55	Meriden Quarry	WM221208	UK Coal (Investments) Limited
56	Nadins/Tetron Point	DY73879	UK Coal (Investments) Limited
		DY106666	UK Coal (Investments) Limited
		DY167094	UK Coal (Investments) Limited
		DY192027	UK Coal (Investments) Limited
		DY211227	UK Coal (Investments) Limited
		DY220606	UK Coal (Investments) Limited
		DY227563	UK Coal (Investments) Limited
		DY226130	UK Coal (Investments) Limited
		DY231175	UK Coal (Investments) Limited
		DY220216	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
		DY331004	UK Coal (Investments) Limited
		DY450654	UK Coal (Investments) Limited
		DY442416	UK Coal (Investments) Limited
		DY434333	UK Coal (Investments) Limited
		DY423859	UK Coal (Investments) Limited
		DY331002	UK Coal (Investments) Limited
57	Normanton Bypass	WYK853995	Harworth Estates (Agricultural Land) Limited
58	North Selby	NYK223836	UK Coal (Investments) Limited
59	Northumberland lot 4 / Steadsburn	ND101174	UK Coal (Investments) Limited
60	Northwest Durham/ Pontop Hall Farm	DU316989	UK Coal (Investments) Limited
		DU216672	Harworth Estates (Agricultural Land) Limited
		DU214138	Harworth Estates (Agricultural Land) Limited
		DU216674	Harworth Estates (Agricultural Land) Limited
61	Orchard	WK463213	Harworth Estates (Agricultural Land) Limited
		WK377643	Harworth Estates (Agricultural Land) Limited
62	Pinnock	DY404684	Harworth Estates (Agricultural Land) Limited
63	Plenmellar	ND68776	UK Coal (Investments) Limited
		ND154175	UK Coal (Investments) Limited
		ND67098	UK Coal (Investments) Limited
		ND84954	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
64	Prince of Wales	WYK744115	UK Coal (Investments) Limited
		WYK117703	UK Coal (Investments) Limited
		WYK113405	Harworth Estates (Waverley Prince) Limited
		WYK273760	Harworth Estates (Waverley Prince) Limited
		WYK588156	Harworth Estates (Waverley Prince) Limited
		WYK598439	Harworth Estates (Waverley Prince) Limited
		WYK858388	Harworth Estates (Waverley Prince) Limited
65	Randolph	DU211484	UK Coal (Investments) Limited
		DU309079	UK Coal (Investments) Limited
66	Not used		
67	Riccall	P68158	UK Coal (Investments) Limited
		NYK5307	UK Coal (Investments) Limited
		YK879	UK Coal (Investments) Limited
68	Rockingham	SYK556627	UK Coal (Investments) Limited
		SYK286042	Harworth Estates (Agricultural Land) Limited
		SYK289921	UK Coal (Investments) Limited
		SYK307989	Harworth Estates (Agricultural Land) Limited

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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

No	Site Name	Title Number	Chargor
		SYK186178	Harworth Estates (Agricultural Land) Limited
		SYK94336	UK Coal (Investments) Limited
		SYK225601	Harworth Estates (Agricultural Land) Limited
		SYK522212	Harworth Estates (Agricultural Land) Limited
		SYK539519	Harworth Estates (Agricultural Land) Limited
		SYK378532	Harworth Estates (Agricultural Land) Limited
		SYK74201	Harworth Estates (Agricultural Land) Limited
		SYK522871	Harworth Estates (Agricultural Land) Limited
		SYK423556	Harworth Estates (Agricultural Land) Limited
69	Rossington	SYK575087	UK Coal (Investments) Limited
		SYK550003	UK Coal (Investments) Limited
		SYK516199	UK Coal (Investments) Limited
		SYK459418	UK Coal (Investments) Limited
		SYK378748	UK Coal (Investments) Limited
70	Rufford	NT323507	UK Coal (Investments) Limited
		NT316223	UK Coal (Investments) Limited
		NT391546	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
71	Rye Hill	DU303547	UK Coal (Investments) Limited
		DU183913	Harworth Estates (Agricultural Land) Limited
		DU294289	Harworth Estates (Agricultural Land) Limited
72	Shafton Two Gates/Ferry Moor	SYK126432	Harworth Estates (Agricultural Land) Limited
		SYK416163	Harworth Estates (Agricultural Land) Limited
		SYK447998	Harworth Estates (Agricultural Land) Limited
		SYK521986	Harworth Estates (Agricultural Land) Limited
		SYK535286	Harworth Estates (Agricultural Land) Limited
73	Shipley West	DY283685	UK Coal (Investments) Limited
74	Stobswood Haul Road	ND171846	UK Coal (Investments) Limited
75	South Leicester	LT396032	UK Coal (Investments) Limited
		LT113947	UK Coal (Investments) Limited
76	St Aidans	WYK286561	UK Coal (Investments) Limited
		WYK251918	UK Coal (Investments) Limited
		WYK244665	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
		WYK835763	Harworth Estates (Agricultural Land) Limited
		WYK536568	UK Coal (Investments) Limited
		WYK294136	UK Coal (Investments) Limited
		WYK921229	UK Coal (Investments) Limited
		WYK625210	UK Coal (Investments) Limited
		WYK835765	Harworth Estates (Agricultural Land) Limited
		WYK593221	UK Coal (Investments) Limited
		WYK209040	UK Coal (Investments) Limited
		WYK251737	UK Coal (Investments) Limited
		WYK435314	UK Coal (Investments) Limited
		WYK495597	UK Coal (Investments) Limited
		WYK533791	UK Coal (Investments) Limited
		WYK70601	UK Coal (Investments) Limited
		WYK690656	UK Coal (Investments) Limited
		WYK199937	UK Coal (Investments) Limited
		WYK894830	UK Coal (Investments) Limited
77	Stillingfleet	NYK251688	UK Coal (Investments) Limited

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

No	Site Name	Title Number	Chargor
78	Stobswood	ND48198	UK Coal (Investments) Limited
		ND59957	UK Coal (Investments) Limited
		ND117871	UK Coal (Investments) Limited
		ND97729	UK Coal (Investments) Limited
		ND95981	UK Coal (Investments) Limited
		ND94385	UK Coal (Investments) Limited
		ND118761	UK Coal (Investments) Limited
		ND60956	UK Coal (Investments) Limited
		ND56656	UK Coal (Investments) Limited
		ND164671	UK Coal (Investments) Limited
		ND51127	UK Coal (Investments) Limited
		ND68229	UK Coal (Investments) Limited
		ND96891	UK Coal (Investments) Limited
		ND62204	UK Coal (Investments) Limited
		ND117806	UK Coal (Investments) Limited
		ND117872	UK Coal (Investments) Limited
79	Stony Heap	DU241305	UK Coal (Investments) Limited
		DU166075	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
		DU148807	UK Coal (Investments) Limited
		DU327459	UK Coal (Investments) Limited
		DU217920	UK Coal (Investments) Limited
80	Sweepstone Lane/ Minorca	LT157042	Harworth Estates (Agricultural Land) Limited
		LT286046	Harworth Estates (Agricultural Land) Limited
		LT349788	Harworth Estates (Agricultural Land) Limited
81	Thoresby Non-operational	NT336173	Harworth Estates (Agricultural Land) Limited
82	Thorne	SYK542453	UK Coal (Investments) Limited
83	Tuthill Railway	DU314178	UK Coal (Investments) Limited
		DU89631	UK Coal (Investments) Limited
84	Village Farm	DU214137	Harworth Estates (Agricultural Land) Limited
85	Wardley	TY347896	UK Coal (Investments) Limited
		TY206760	UK Coal (Investments) Limited
86	Waverley/ Orgreave/ Waverley AMP	SYK412429	UK Coal (Investments) Limited
		SYK542369	UK Coal (Investments) Limited
		SYK423645	UK Coal (Investments) Limited
		SYK326697	UK Coal (Investments) Limited
		SYK239179	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
		SYK352001	UK Coal (Investments) Limited
		SYK210392	UK Coal (Investments) Limited
		SYK308615	UK Coal (Investments) Limited
		SYK155755	UK Coal (Investments) Limited
		SYK223709	UK Coal (Investments) Limited
		SYK317675	Harworth Estates (Waverley Prince) Limited
		SYK558089	Harworth Estates (Waverley Prince) Limited
		SYK550619	Harworth Estates (Waverley Prince) Limited
		SYK590199	Harworth Estates (Waverley Prince) Limited
87	Welbeck	NT390026	UK Coal (Investments) Limited
		NT287159	UK Coal (Investments) Limited
		NT250944	UK Coal (Investments) Limited
		NT242159	UK Coal (Investments) Limited
		NT242158	UK Coal (Investments) Limited
		NT129675	UK Coal (Investments) Limited
88	Wellsthorpe/ Seymour	DY77028	UK Coal (Investments) Limited
89	Westhorpe	DY425551	UK Coal (Investments) Limited
		DY430759	UK Coal (Investments) Limited
		DY431558	UK Coal (Investments) Limited
		PI93298	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
90	Whitelea/Park Wall North	DU186599	UK Coal (Investments) Limited
		DU190113	UK Coal (Investments) Limited
		DU186363	UK Coal (Investments) Limited
		DU208758	UK Coal (Investments) Limited
		DU173159	UK Coal (Investments) Limited
		DU322823	UK Coal (Investments) Limited
		DU323262	UK Coal (Investments) Limited
		DU215371	UK Coal (Investments) Limited
		DU326521	UK Coal (Investments) Limited
91	Whittonstall and Woodhead	ND98395	Harworth Estates (Agricultural Land) Limited
		ND79257	Harworth Estates (Agricultural Land) Limited
		ND148063	Harworth Estates (Agricultural Land) Limited
		ND103102	Harworth Estates (Agricultural Land) Limited
92	Widdrington	ND165250	UK Coal (Investments) Limited
		ND85560	UK Coal (Investments) Limited
		ND66004	UK Coal (Investments) Limited
		ND49462	UK Coal (Investments) Limited
		ND153925	UK Coal (Investments) Limited
		ND79705	UK Coal (Investments) Limited

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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

No	Site Name	Title Number	Chargor
93	Wistow	NYK251681	UK Coal (Investments) Limited
94	Witham	NT301674	Harworth Estates (Agricultural Land) Limited
95	Woolley Colliery	SYK378082	Harworth Estates (Agricultural Land) Limited
96	Yorkshire Main	YK436	UK Coal (Investments) Limited
		YWE28415	UK Coal (Investments) Limited
		SYK562322	UK Coal (Investments) Limited
		SYK542918	UK Coal (Investments) Limited
		SYK445119	UK Coal (Investments) Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8228494
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
DECEMBER 2012 AND CREATED BY HARWORTH ESTATES
MINES PROPERTY LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH OBLIGOR TO LLOYDS TSB
BANK PLC 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
20 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012

Dx



Companies House



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