

MG01

Particulars of a mortgage or charge



140147 113

A fee is payable with this form.

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



What this form is for

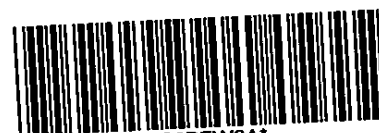
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY



A24

AR8PEW2A

23/07/2011

52

COMPANIES HOUSE

1

Company details

Company number

0 3 0 4 0 7 5 8

Company name in full

Santon Putney Limited (the "**Company**")

For official use

7

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 d5 m0 m7 y2 y0 y1 y1

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

A debenture between (1) the Company and (2) International Mining Holdings Limited (a company
incorporated and registered under the laws of Barbados with number 13738) (the "**Lender**") (the
"**Debenture**")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities at the date of the Debenture or
thereafter due, owing or incurred from or by the Company to the
Lender under the Facility Letter, the Intercreditor Deed and the
Debenture, whether actual or contingent and whether owed jointly or
severally, as principal or surety and/or in any other capacity
whatsoever (and references to the Secured Liabilities include any of
them) (the "**Secured Liabilities**")

"**Facility Letter**" means the facility letter in respect of a loan of US
\$1,000,000 (one million dollars) from the Lender to the Company
dated on or around the date of the Debenture and made between the
Lender and the Company

"**Intercreditor Deed**" means the intercreditor deed dated on or
around the date of the Debenture between, amongst others, the
Lender, the Company and Santon Capital plc (incorporated and
registered in England with company number 03364739)

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 International Mining Holdings Limited (registered in Barbados no 13738)

Address Suite 29, 1st Floor, Beckwith Mall, Lower Broad Street,
Bridgetown, Barbados

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Under the terms of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

1 1 charges to the Lender by way of first legal mortgage, all Properties which are owned by the Company at the date of the Debenture, and

1 2 charges to the Lender by way of first fixed charge

(a) all Properties thereafter acquired by the Company,

(b) the Securities,

(c) all rights, licences, guarantees, contracts and warranties at the date of the Debenture and in the future relating to the business carried on from time to time by the Company,

(d) all goodwill of the Company at the date of the Debenture and in the future and all uncalled capital for the time being of the Company,

(e) the Equipment,

(f) all Intellectual Property, and

(g) the Debts, and

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

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  X
FOR AND ON BEHALF OF INTERNATIONAL
MINING HOLDINGS LIMITED

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Paul Crighton (PZC)

Company name Cobbetts LLP (PZC)

Address 58 Mosley Street

Post town Manchester

County/Region

Postcode M 2 3 H Z

Country

DX DX14374 MANCHESTER 1 (PZC)

Telephone 0845 165 5062



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

MG01 - continuation page

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 3 assigns to the Lender (subject to reassignment on the expiry of the Security Period) all right, title and interest of the Company in and to the Insurance Policies, and

1 4 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company from time to time, including any property, assets and rights not effectively mortgaged or charged by fixed charge or assigned pursuant to the provisions of the Debenture (referred to in paragraph 1 1, 1 2 and 1 3 above)

Crystallisation of floating charge by notice

2 1 Without prejudice to any other circumstances in which such floating charge may crystallise, the Lender may at any time and from time to time by written notice to the Company convert the floating charge created by the Debenture into a fixed charge in respect of any part of the Charged Assets

Automatic crystallisation of floating charge

3 1 Notwithstanding the provisions of the Debenture referred to in paragraph 2 1 above and without prejudice to any law which may have a similar effect, the floating charge created by the Debenture will upon the occurrence of an Enforcement Event automatically be converted (without notice) with immediate effect into a fixed charge in respect of all the assets subject to the floating charge

Effect of crystallisation of floating charge

4 1 Following any conversion or crystallisation of the floating charge created by the Debenture, whether or not pursuant to the provisions of the Debenture referred to at paragraphs 2 1 and 3 1 above, the Company will no longer have the right to sell the relevant Charged Assets under the provisions of the Debenture referred to in paragraph 6 2 below

Priority

5 1 Subject to the debenture dated 5 December 2008 granted by the Company in favour of Santon Capital plc (company number 03364739) (the "**Prior Debenture**") and the terms of the Intercreditor Deed, the charges and assignments created by the Debenture

5 1 1 rank as first charges and assignments, and

5 1 2 are given with full title guarantee

Security Interest and Disposals

The Company covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender

6 1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than the Debenture and the Prior Debenture,

6 2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business, or

6 3 agree to do any of the things referred to under the provisions of the Debenture (referred to in paragraph 6 1 and 6 2 above)

Definitions

"**Charged Assets**" all the assets of the Company which are from time to time subject to the security interests created by the Debenture and references to the Charged Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Debts" all book debts, other debts, receivables and liabilities of any kind whatsoever at the date of the Debenture or at any time thereafter (and from time to time) due, owing or payable to the Company including without limitation all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person

PLEASE SEE NEXT CONTINUATION SHEET.

CAAM,
LLP

MG01 - continuation page

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

"Enforcement Event" means the occurrence of any of the following events or circumstances

- (a) the Lender demands the payment or discharge of all or any part of the Secured Liabilities or the Company fails to pay or discharge any of the Secured Liabilities when due for payment or discharge,
- (b) the Company breaches any of the provisions of the Debenture,
- (c) the Company is or becomes unable to pay its debts as they fall due or the value of the Company's assets is less than the amount of its liabilities taking into account the Company's contingent and prospective liabilities, or the Company commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors,
- (d) the Company passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Company or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets,
- (e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against, all or any part of the assets of the Company and remains undischarged for five business days,
- (f) an encumbrancer takes possession of the whole or any part of the revenues or assets of the Company,
- (g) any other Event of Default (as such term is defined in the Facility Letter) occurs, or
- (h) any event occurs in relation to the Company which is analogous to any of those set out in paragraphs (a) to (g) above

"Equipment" all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property at the date of the Debenture or at any time thereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto

"Insurance Policies" all policies of insurance or assurance held or maintained by the Company at the date of the Debenture or in the future (including in respect of the Charged Assets) and all claims and recoveries under those policies

"Intellectual Property" any rights or interest at the date of the Debenture or in the future of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all fees, royalties and other income or rights derived therefrom or incidental thereto at the date of the Debenture or in the future and including the benefit of all agreements relating to the use of a licensing or exploitation of any such rights at the date of the Debenture or in the future

"Properties" all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties at the date of the Debenture or at any time thereafter (and from time to time) owned by the Company or in which the Company holds an interest and **"Property"** means any of them

"Securities" all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) at the date of the Debenture or at any time thereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto

"Security Interest" a mortgage, charge, pledge, lien, assignment by way of security or other

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period" the period from the date of the Debenture until the Lender confirms in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3040758
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JULY 2011
AND CREATED BY SANTON PUTNEY LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO INTERNATIONAL MINING HOLDINGS LIMITED 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 23 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JULY 2011

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES