



**Registration of a Charge**

Company name: **ENERGYBUILD MINING LIMITED**

Company number: **04934085**



X91G9I28

Received for Electronic Filing: **23/03/2020**

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**Details of Charge**

Date of creation: **23/03/2020**

Charge code: **0493 4085 0005**

Persons entitled: **THE COAL AUTHORITY**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BROWNE JACOBSON LLP**



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

Company number: 4934085

Charge code: 0493 4085 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2020 and created by ENERGYBUILD MINING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2020 .

Given at Companies House, Cardiff on 24th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 23 March 2020

THE COAL AUTHORITY

AND

ENERGYBUILD MINING LIMITED

---

SECURITY DEED  
in respect of a cash deposit  
held by The Coal Authority

---

Aberpergwm Colliery

CERTIFIED TRUE COPY OF  
ORIGINAL DOCUMENT  
**Browne Jacobson LLP**  
14<sup>th</sup> Floor  
No. 1 Spinningfields  
1 Hardman Square  
Spinningfields  
Manchester  
M3 3EB

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THIS SECURITY DEED made on the 23 day of March 2020

BETWEEN :-

- (1) THE COAL AUTHORITY whose office is at 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG ("the Authority"); and
- (2) The person whose details appear in the First Schedule ("the Operator").

WITNESSES as follows :-

**1. DEFINITIONS**

In this Deed, unless the context otherwise requires :-

- |                                 |   |
|---------------------------------|---|
| <b>"1991 Act"</b>               | means the Coal Mining Subsidence Act 1991;  |
| <b>"1994 Act"</b>               | means the Coal Industry Act 1994;   |
| <b>"Additional Deposit Sum"</b> | means any positive sum representing the amount by which the Authority's reasonable estimate from time to time of the sums needed to procure performance and observance of all of the Operator's Liabilities exceeds the Cash Deposit;   |
| <b>"Area of Responsibility"</b> | has the meaning given to that expression in the Licence;  |
| <b>"Authority's Notice"</b>     | means either :- <ol style="list-style-type: none"><li>(a) a notice given by the Authority to the Operator pursuant to Condition 15 of the Licence on the grounds referred to in that Condition; or</li><li>(b) a notice given by the Authority to the Operator stating that the Operator is required to make a Commutation Payment in accordance with the Licence and that payment of the same has not been made within the time stipulated by the Licence;</li><li>(c) a notice given by the Authority to the Operator pursuant to Clause 21 of the Lease on the grounds referred to in that Clause;</li></ol> |
| <b>"Award"</b>                  | means an award or an order made by the Lands Tribunal, if necessary, or any other tribunal, court or person pursuant to the 1991 Act and the 1994 Act requiring the Operator to make good Subsidence Damage within the Area of Responsibility or to pay to any person costs, expenses, damages or compensation in relation to Subsidence Damage within the Area of Responsibility;  |
| <b>"Base Rate"</b>              | means the base rate as announced from time to time by the Monetary Policy Committee of the Bank of England (or any replacement committee);  |
| <b>"Cash Deposit"</b>           | means all sums which have been deposited or are from time to time deposited by the Operator pursuant to this Deed or which have accrued to such amounts by way of interest and all other amounts of whatsoever nature deriving directly or indirectly from such sums;   |

<b>"Clause"</b>	means a clause in this Deed;
<b>"Coal"</b>	means coal as defined in Section 65(1) of the 1994 Act;
<b>"Companies Act"</b>	means the Companies Acts 2006, and includes any amendment or re-enactment thereof for the time being in force and any instrument for the time being deriving validity therefrom;
<b>"Commutation Payment"</b>	has the meaning given to that expression in the Licence;
<b>"Deposit Sum Minimum Level"</b>	means at any time such sum as equals the aggregate of :- <ul style="list-style-type: none"> <li>(i) the Initial Deposit Sum; and</li> <li>(ii) any Additional Deposit Sum or Sums;</li> </ul>
<b>"Existing Security Deed"</b>	means the security deed granted by Signalfern Limited dated 29 March 1996 as assigned to Anthracite Mining Limited by a deed of assignment dated 1 November 2000 and as assigned to the Operator by a deed of assignment dated 4 July 2004;
<b>"Guarantor"</b>	has the meaning given to that expression in the Lease;
<b>"Initial Deposit Sum"</b>	means such amount as equals the Authority's reasonable estimate of all sums needed to procure performance and observance of all of the Operator's Liabilities in full as shall be notified in writing to the Operator by the Authority (at the date of this deed the amount is £166,091.38;
<b>"instalment"</b>	means any instalment of the Initial Deposit Sum as referred to in Clause 1.1;
<b>"Lease"</b>	means the underground coal lease for the Aberpergwm mine dated 7 January 1997 made between (i) the Authority and (ii) Signalfern Limited as varied by: (1) a deed of variation dated 22 November 2000 made between (i) the Authority (ii) Anthracite Mining Limited; (2) a deed of variation dated 31st October 2005 made between (i) the Authority and (ii) the Operator; (3) a deed of variation dated 11th August 2011 made between (i) the Authority and (ii) the Operator) (whether or not any such lease has been or is in future varied or amended) and includes any instrument supplemental to it;

<b>"Licence"</b>	means the underground mining operating licence for the Aberpergwm mine dated 29 March 1996 issued by the Authority to Signalfern Limited as varied by (1) notice and deed of variation dated 7th January 1997 made between (1) the Authority and (2) Signalfern Limited; (2) a supplemental agreement dated 22 November 2000 between (i) the Authority and (ii) Anthracite Mining Limited; (3) an agreement dated 31st October 2005 made between (i) the Authority and (ii) the Operator (4) an agreement dated 11th August 2011 made between (1) the Authority and (2) the Operator; and (5) an agreement dated 3rd January 2013 made between (i) the Authority and (ii) the Operator (whether or not such licence has been or is in future varied or amended) and includes any instrument supplemental to it;
<b>"Licensed Area"</b>	has the meaning given to that expression in the Licence;
<b>"Licensee"</b>	has the meaning given to that expression in the Licence and all references to Operator in this Deed, where applicable, shall be construed as referring to the Licensee as defined in the Licence;
<b>"Mine"</b>	means the Mine as defined in the Lease;
<b>"Produced Coal"</b>	means Coal mined pursuant to the Licence and brought to the surface;
<b>"Production Related Amount"</b>	means the amount referred to in Clause 1.1.1;
<b>"Production Related Rent"</b>	has the meaning given to that expression in the Lease;
<b>"Quarter Days"</b>	means 25 <sup>th</sup> March, 24 <sup>th</sup> June, 29 <sup>th</sup> September and 25 <sup>th</sup> December;
<b>"Registrar"</b>	means the Registrar of Companies under the Companies Act;
<b>"Rent"</b>	has the meaning given to that expression in the Lease;
<b>"Satisfactory Condition"</b>	shall have the meaning given to that expression in the Lease;
<b>"Shaft Treatment Covenants"</b>	means all covenants, stipulations or obligations on the part of the Operator in the Lease directly or indirectly relating to the capping filling grouting or any other treatment whatever (including without limitation the erection of fences barriers or warning signs) of or relating to any shaft or outlet of in or from the Mine including without limitation any covenants for indemnity or damages upon or in respect of failure by the Operator to perform any such covenants stipulations or obligations and the term "Shaft Treatment Covenant" shall be construed accordingly;
<b>"Subsidence Damage"</b>	has the meaning given to that expression in the Licence;
<b>"Operator's Covenants"</b>	means all covenants, stipulations, conditions, other provisions or obligations on the part of the Operator in the Lease and/or Licence to pay Rent, Production Related Rent or any other sums whatsoever;

<b>"Operator's Liabilities"</b>	means the present and future obligations duties and liabilities of the Operator in respect of :- <ul style="list-style-type: none"> <li>(a) any Commutation Payment(s) demanded by the Authority pursuant to the Licence;</li> <li>(b) claims under the 1991 Act (otherwise than under paragraph 2(1) of Schedule 7 to that Act) or the 1994 Act in relation to Subsidence Damage within the Area of Responsibility including any costs or expenses to which a claimant is or becomes entitled under Section 38 of the 1991 Act or under any Award;</li> <li>(c) the Operator's Covenants;</li> <li>(d) the Shaft Treatment Covenants;</li> <li>(e) the covenant and obligation of the Operator to put the Mine back into a Satisfactory Condition pursuant to the Lease;</li> </ul>
<b>"Trigger Date"</b>	means either of the following :- <ul style="list-style-type: none"> <li>(a) the date on which an Award becomes an Unsatisfied Award; or</li> <li>(b) the date of receipt by the Operator of a copy of an Authority's Notice;</li> </ul>
<b>"Unsatisfied Award"</b>	means an Award in respect of which :- <ul style="list-style-type: none"> <li>(a) an enforcement order has been obtained against the Operator from the Court as a result of non-compliance with the Award; and</li> <li>(b) either :- <ul style="list-style-type: none"> <li>(i) in the case of a requirement to make good Subsidence Damage, the claimant has been successful in bringing proceedings for contempt of Court; or</li> <li>(ii) in the case of a monetary claim, fourteen days have elapsed after the last date for lodging an appeal against the enforcement order of the Court;</li> </ul> </li> </ul>
<b>"Working Day"</b>	means any day (other than a Saturday or a Sunday) on which clearing banks in the City of London are open to the public for the transaction of business.

## 2. INTERPRETATION

2.1 The headings used in this Deed do not affect its construction.

2.2 This Deed is supplemental to the Lease and to the Licence.

2.3 In this Deed, unless the context otherwise requires :-

2.3.1 any covenant by a party comprising more than one person is joint and several; and



- 2.3.2 any word importing an individual includes a company and vice versa.
- 2.4 All references to value added tax shall be deemed to include any replacement or similar taxes duties or impositions.
- 2.5 References to a person or persons shall include a body of persons corporate or unincorporate.
- 2.6 If there is a conflict between the terms of this Deed and the Existing Security Deed, the terms of this Deed shall prevail. For the avoidance of doubt there shall be no duplication between the sums payable by the Operator under this Deed and the Existing Security Deed.

#### **RECITALS**

- A. The Operator is the holder of the Licence (as defined above) and is the tenant of the Lease (as defined above).
- B. In accordance with the respective terms of the Licence and the Lease the Operator is obliged to enter into this Deed in respect of the security conferred under this Deed over the Cash Deposit.

NOW This Deed WITNESSETH as follows :-

**1. THE CASH DEPOSIT**

Where monies have been deposited with the Authority pursuant to any security deed for the Mine pre-dating this Deed, the Authority hereby acknowledges receipt of such sum.

The Operator undertakes and agrees with the Authority as follows :-

**1.1. To deliver to the Authority:**

1.1.1. a banker's draft from any of the London Clearing Banks, payable to the Authority, for the Production Related Amount at the rate of £0.010 per tonne for every tonne of Produced Coal or such other amount or amounts as the Authority may from time to time require. The Production Related Amount shall be payable without any deduction on the last working day of the calendar month following the calendar month in which the coal in respect of which such Production Related Amount is payable becomes Produced Coal and such Production Related Amounts shall constitute instalments of the Initial Deposit Sum payable to the Authority.

1.2 To pay to the Authority forthwith on written demand from the Authority and without any deduction, set-off or counter-claim whatever any money required (whether due to the Cash Deposit standing at less than the Initial Deposit Sum, the Authority requiring payment of an Additional Deposit Sum, or the Authority having drawn on the monies deposited for any other reason whatever) to sustain the Deposit Sum Minimum Level provided that where the date for payment of any particular Instalment pursuant to Clause 1.1 has not occurred and the Operator has fully complied with its obligations to pay any previous Instalments and its other obligations under this Deed then the Operator shall not be held to be in breach of its obligations under this Clause by reason of the fact that Instalments due at future dates have not been paid;

1.3 The Cash Deposit and all right title benefit and interest of the Operator whatsoever present and future therein together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto shall be and are hereby assigned to the Authority absolutely (subject only to the proviso for re-assignment hereinafter contained) as a continuing security for all money and liabilities, present or future, actual or contingent (including liabilities as surety or guarantor) for which the Operator is now or may at any time or times after this date be liable to the Authority under the terms of this Deed.

PROVIDED THAT within 28 days following twelve (12) years from the date of termination of the Lease or the Licence (howsoever determined) whichever of the two shall be the later, the Authority shall subject as herein provided and to the rights of any person or persons for the time being entitled thereto in priority to the Operator, at the request and cost of the Operator, re-assign the Cash Deposit to the Operator.

1.4 At any time up to and including a Trigger Date, the Authority shall be entitled to utilise the whole or any part of the Cash Deposit, without prior notice to the Operator, for any purpose whatsoever (save for discharge of the Operator's Liabilities for which purpose the Authority shall require the prior written consent of the Operator (such consent not to be unreasonably withheld)) PROVIDED THAT in the event that the security constituted by this Deed is discharged the Authority shall at all times maintain sufficient amounts to reimburse the Operator all amounts paid to which the Operator shall be entitled as provided by this Deed.

- 1.5 The Authority shall be entitled (and is hereby irrevocably authorised by the Operator) after a Trigger Date to appropriate or apply, without prior notice to the Operator and without prejudice to any other right or remedy which the Authority may have from time to time, the whole or any part of the Cash Deposit in or towards satisfaction of all or any of the Operator's Liabilities.
- 1.6 In reviewing the adequacy of the Deposit Sum Minimum Level the Authority will take into account (as if paid by the Operator) an amount equal to interest at the Base Rate accrued and credited to the Cash Deposit.
- 1.7 Upon each Quarter Day in arrears the Authority shall accrue to the Operator a sum of interest equal to interest at the Base Rate applied to the Cash Deposit on a day to day basis over the preceding quarter and shall credit that sum to the Cash Deposit.

## **2. OPERATOR'S REPRESENTATION, WARRANTY AND UNDERTAKINGS**

- 2.1 The Operator represents and warrants that :-
- 2.1.1 it is the sole and beneficial owner of the Cash Deposit now subject to, or which at any time after this date may become subject to, the assignment constituted by this Deed and that the rights of the Operator in respect of the Cash Deposit are free from any mortgage, lien or security agreement or security interest of any kind;
- 2.1.2 it has not sold or agreed to sell or otherwise disposed of or agreed to dispose of, and (save with the Authority's prior written consent) will not at any time during the subsistence of the security hereby constituted sell or agree to sell or otherwise dispose of, the benefit of all or any of the Operator's right, title and interest in and to the Cash Deposit or any part thereof;
- 2.1.3 it has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed;
- 2.1.4 this Deed constitutes its legal, valid, binding and enforceable obligation and is a security over the Cash Deposit and every part thereof;
- 2.1.5 all necessary authorisations to enable or entitle it to enter into this Deed have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of the security hereby constituted.
- 2.2 The Operator irrevocably undertakes with the Authority that subject to Clause 2.3 until the full payment and discharge of the Operator's Liabilities it will at all times (unless the Authority otherwise agrees in writing) :-
- 2.2.1 Not take any action claim or proceeding against the Authority or any other party for the return or payment to any person of the Cash Deposit or any part thereof and shall not purport to sell assign discount pledge charge or otherwise dispose of or deal with or permit third party rights to arise over any of its rights titles benefits and interests whether present or future in the Cash Deposit or any part thereof, or attempt or agree so to do;
- 2.2.2 Not purport to release grant time or indulgence or compound with any third party or suffer to arise any set-off or other adverse rights against any of the rights titles benefits and interests of the Operator whatsoever present and future in the Cash Deposit nor to do or omit to do anything which may delay or prejudice the right of the Authority to utilise withdraw transfer or set-off the Cash Deposit in accordance with the provisions of this Deed;

- 2.2.3 Do all such things and execute all such assignments charges authorities and documents as the Authority shall from time to time require for perfecting the Authority's title to and rights over the Cash Deposit or to enable the Authority to utilise withdraw transfer or set-off the Cash Deposit such documents to be prepared by or on behalf of the Authority at the cost of the Operator in such form as the Authority may reasonably require.
- 2.3 The Authority hereby agrees to reimburse to the Operator following a written request from the Operator such amount of the Cash Deposit (if any) which in the absolute discretion of the Authority is the amount by which the Cash Deposit exceeds the Deposit Sum Minimum Level as at the date of the request.
- 3. POWER OF ATTORNEY**
- 3.1 The Operator by way of security hereby irrevocably appoints the Authority and the persons deriving title under it jointly and also severally to be its Attorney and otherwise generally, for it and in its name and on its behalf and as its acts and deeds or otherwise, to execute seal and deliver and otherwise perfect and do any such further deeds and documents required by the Authority in respect of the Cash Deposit or the rights of the Operator in respect thereof and all such deeds assurances agreements instruments acts and things which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed proper on or in connection with any disposition pursuant to the provisions of this Deed, and this appointment shall operate as a general power of attorney made under Section 10 of The Powers of Attorney Act 1971.
- 3.2 The Operator hereby ratifies and confirms and agrees to ratify and confirm any instrument act or thing which any such attorney may execute or do.
- 4. CONTINUING SECURITY AND OTHER SECURITY**
- 4.1 The security constituted by this Deed :-
- 4.1.1 shall be a continuing security and shall not be considered satisfied by any intermediate payment or settlement of account or otherwise but shall remain in full force until all the Operator's Liabilities have been paid and discharged in full;
- 4.1.2 shall not prejudice or be prejudiced by any other security held by the Authority at any time or any right the Authority might have against any other person in respect of the Operator's Liabilities or any part of the Operator's Liabilities; and
- 4.1.3 shall not be affected by any act, omission or circumstances which but for this Clause might affect or diminish its effectiveness, including but not limited to any time or indulgence granted by the Authority to the Operator or any other person or any disclaimer of the Lease or Licence.
- 5. REMEDIES, TIME OR INDULGENCE**
- 5.1 No failure or delay by the Authority in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted.
- 5.2 The rights, powers and remedies provided by this Deed are cumulative and are not, nor are they to be construed as, exclusive of any right of set-off or other rights, powers and remedies provided by law.

- 5.3 The Authority may in its discretion grant time or other indulgence to, or make any other arrangement, variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Operator) in respect of the Operator's Liabilities or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Deed or to the liability of the Operator for the Operator's Liabilities or the exercise by the Authority of any rights, remedies and privileges conferred upon it by this Deed.

## **6. COSTS, CHARGES AND EXPENSES**

- 6.1 The Operator shall reimburse the Authority on a full indemnity basis together with interest from the date of the same having been incurred to the date of payment at the rate (as well after as before judgement) certified as being its cost of funding the Authority's reasonable and proper professional, management and other costs, charges and expenses properly incurred :-
- 6.1.1 in the exercise of any of the Authority's rights remedies and powers in or in connection with the execution of or otherwise in relation to this Deed;
  - 6.1.2 in connection with the application of the Cash Deposit in accordance with this Deed or any security held by the Authority for the Operator's Liabilities or any guarantee to the Authority in respect thereof;
  - 6.1.3 (where the Operator is a company) the delivery to the Registrar of the prescribed particulars together with this Deed for registration;
  - 6.1.4 in the review by the Authority from time to time of the adequacy of the Initial Deposit sum, consideration from time to time of whether any Additional Deposit Sum or other payments to the Authority pursuant to the terms of this Deed may be required and all matters connected with payment calculation or demand of any Additional Deposit Sum or Sums.

## **7. PRESERVATION OF RIGHTS**

- 7.1 Any settlement or discharge between the Operator and the Authority shall be conditional upon no security or payment to the Authority by the Operator or any other person on the Operator's behalf being avoided or reduced by virtue of any provisions or enactments relating to liquidation, bankruptcy, insolvency or creditors' rights generally for the time being in force (including, but without limitation, in consequence of any order(s) made under the Insolvency Act 1986) and, in the event of any such security or payment being so avoided or reduced, the Authority shall be subsequently entitled to recover the value or amount of such security or payment from the Operator and from the security hereby provided by the Operator as if such settlement or discharge had not occurred.
- 7.2 The Authority shall not be obliged before exercising any of the rights, powers or remedies conferred upon it by this Deed or by law :-
- 7.2.1 to take any action or obtain judgement in any court against the Operator or the Guarantor;
  - 7.2.2 to make or file any claim or proof in a winding-up, dissolution or bankruptcy of the Operator or the Guarantor; or
  - 7.2.3 to enforce or seek to enforce any other security taken in respect of any of the Operator's Liabilities.

**8. CHARGE**

The Authority shall within 21 days after the date of the creation of the assignment constituted by this Deed by way of security hereunder deliver the prescribed particulars of such charge, in the prescribed form, to the Registrar for registration as provided for by the Companies Act.

**9. NOTICES**

Any demand or notice made or delivered hereunder shall be made or delivered in accordance with the provisions of Condition 20 of the Licence.

**10. MISCELLANEOUS**

- 10.1 All the provisions of this Deed are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.2 Words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular shall where appropriate include the plural and vice versa.
- 10.3 In this Deed the expressions "the Operator" and "the Authority" shall where the context admits include their respective successors and assigns whether immediate or derivative.
- 10.4 Words and phrases defined in the Lease or Licence and not otherwise defined herein shall have the same meaning in this Deed.
- 10.5 In this Deed references to any statute shall include any modification extension re-enactment and/or renewal thereof and any regulations made thereunder and references to any agreement or document shall include any modification extension variation and/or amendment thereof.
- 10.6 Nothing in this Deed or the exercise by the Authority of any of the rights herein conferred shall render the Authority liable as a mortgagee in possession whether under the Act or otherwise.
- 10.7 For all purposes, including any legal proceedings, a certificate by one of the officers of the Authority as to the amount of the Operator's Liabilities or any part thereof shall, in the absence of manifest error, be conclusive evidence thereof against the Operator.

**11. ENTIRE AGREEMENT**

- 11.1 This Deed and any other document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof :-
  - 11.1.1 constitute the entire agreement and understanding between the parties with respect to the subject matter of this Deed and such other agreements and documents;
  - 11.1.2 (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties, their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent); and
  - 11.1.3 except as expressly incorporated in this Deed, and any other document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof all warranties, conditions, statements or representations with respect to the subject matter of this Deed are excluded.

**12. GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with the law of England and Wales and each party hereby agrees for the benefit of the other party that the Courts of England and Wales shall have the exclusive jurisdiction to hear and determine any suit action or proceeding and to settle any disputes which may arise under and/or out of and/or relating to and/or in connection with this Deed and for such purposes they irrevocably submit to the jurisdiction of such courts.

**IN WITNESS** whereof the parties have duly executed this Deed the day and year first before written.

## **THE FIRST SCHEDULE**

### **Operator's Details**

#### **ENERGYBUILD MINING LIMITED**

whose registered office is situated at :-

Aberpergwm Colliery Engine Cottage Site, Glynneath, Neath, West Glamorgan, SA11 5AJ; Company registered in England & Wales No. Company registered in England & Wales No. 04934085



Executed as a Deed by the affixing of  
the Common Seal of **THE COAL AUTHORITY**  
hereto in the presence of :-

Executed as a Deed on behalf of  
**ENERGYBUILD MINING LIMITED**  
by :-



*Director*

Position

*Alan Rhidian Davies*

Print Name



*Director*

Position

*THOMAS DAVIES*

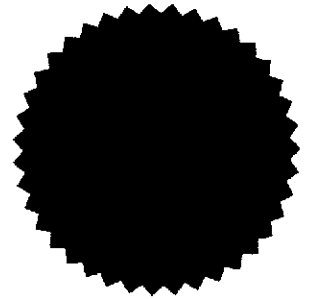
Print Name

duly authorised to act in that capacity

Executed as a Deed by the affixing of  
the Common Seal of **THE COAL AUTHORITY**  
hereto in the presence of :-



Lisa Pinney  
Chief Executive



No. in Seal Register  
11864

Executed as a Deed on behalf of  
**ENERGYBUILD MINING LIMITED**  
by :-

..... Position

..... Print Name

..... Position

..... Print Name

duly authorised to act in that capacity