



Registration of a Charge

Company name: **ENERGYBUILD MINING LIMITED**

Company number: **04934085**

Received for Electronic Filing: **08/01/2019**



X7WP4JAO

Details of Charge

Date of creation: **20/12/2018**

Charge code: **0493 4085 0003**

Persons entitled: **DNA (MINING) LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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:

BLAKE MORGAN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4934085

Charge code: 0493 4085 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by ENERGYBUILD MINING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2019 .

Given at Companies House, Cardiff on 10th January 2019

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 20 December 2018

(1) ENERGYBUILD RESOURCES LIMITED

(2) ENERGYBUILD LIMITED; ENERGYBUILD MINING LIMITED; and MINERAL EXTRACTION
AND HANDLING LIMITED

(3) DNA (MINING) LIMITED

SUPPLEMENTAL SECURITY AGREEMENT

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THIS AGREEMENT is made on

20 December

2018

BETWEEN:

- (1) **ENERGYBUILD RESOURCES LIMITED** (Company Number 11091702) (previously Black Diamond Mining Corporation Limited) whose registered office is at 55 Station Road, Beaconsfield, Bucks, HP9 1QL (the "**Borrower**");
- (2) **ENERGYBUILD LIMITED** incorporated and registered in England and Wales with company number 4770293 whose registered office is at Aberpergwm Colliery Engine Cottage Site, Glynneath, Neath, West Glamorgan SA11 5AJ; **ENERGYBUILD MINING LIMITED** incorporated and registered in England and Wales with company number 04934085 whose registered office is at Aberpergwm Colliery Engine Cottage Site, Glynneath, Neath, West Glamorgan SA11 5AJ; and **MINERAL EXTRACTION AND HANDLING LIMITED** incorporated and registered in England and Wales with company number 03258359 whose registered office is at Aberpergwm Colliery Engine Cottage Site, Glynneath, Neath, West Glamorgan SA11 5AJ (each a **Company** and collectively the **Companies**)
- (3) **DNA (MINING) LIMITED** incorporated and registered in England and Wales with company number 11076097 whose registered office is at 55 Station Road, Beaconsfield, Buckinghamshire, HP9 1QL (**Beneficiary**).

WHEREAS:

- (A) By the Security Agreement (as defined below) the Chargors charged and assigned certain of their assets in favour of the Beneficiary for the purpose of securing obligations under the Shareholder Loan Agreement dated 15 March 2018.
- (B) After entering into the Security Agreement, the Chargors have subsequently agreed to provide additional security by way of first legal mortgage to the Beneficiary over the Charged Property.
- (C) This Agreement is supplemental to the Security Agreement.

THIS AGREEMENT WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Agreement unless they are expressly defined in this Agreement and, in addition, in this Agreement:

Charged Property: the property described in Schedule 1 (*Charged Property*) to this Agreement;

Chargors: means the Borrower and the Companies

Security Agreement means the debenture and guarantee dated 23 May 2018 between the Borrower, the Companies and the Beneficiary.

2 CONSTRUCTION

2.1 Without prejudice to the operation of any applicable term of the Security Agreement, the principles of construction set out in clause 1.2 (*Interpretation*) of the Security Agreement shall apply to this Agreement, insofar as they are relevant to it, as they apply to the Security Agreement.

2.2 Unless a contrary intention appears, any reference in this Agreement to:

- 2.2.1 this Agreement is a reference to this Agreement as amended, varied, novated, supplemented and replaced from time to time; and
- 2.2.2 each of the Borrower, the Companies and the Beneficiary includes any one or more of its assignees, transferees and successors in title (in the case of the Borrower, so far as any such is permitted).
- 2.3 The provisions of clause 13 (*Powers of the Beneficiary*), clause 25 (*Amendments, Waivers and Consents*), clause 26 (*Severance*), clause 27 (*Counterparts*), clause 28 (*Third Party Rights*), clause 30 (*Notices*) and clause 31 (*Governing Law and Jurisdiction*) of the Security Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and references in those clauses to "this deed" are references to this Agreement.

3 CREATION OF SECURITY

Mortgage

As a continuing security for payment and discharge of the Secured Liabilities, the proprietor of each of the Charged Properties with full title guarantee charges to the Beneficiary by way of first legal mortgage all its right, title and interest from time to time in the Charged Property.

4 SECURITY TO BE INCLUDED IN SECURITY AGREEMENT

For the purposes of this Agreement and the Security Agreement and with effect from the date of this Agreement, the property and assets of the Chargors charged to the Beneficiary pursuant to this Agreement shall form part of the Secured Assets and references in the Security Agreement to the Security created by or pursuant to the Security Agreement shall be deemed to include the Security created by or pursuant to this Agreement.

5 FURTHER ASSURANCES

Application to the Land Registry

- 5.1 The Borrower undertakes to apply to the Land Registry in respect of each Charged Property within the priority period afforded by the Borrower's solicitors' Land Registry OS1 search for a restriction in the following terms to be entered on the registered title of the Charged Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2018 in favour of DNA (Mining) Limited referred to in the charges register".

- 5.2 The Borrower shall execute, make and do, or cause to be executed, made and done, all such agreements, acts and things as may be necessary to constitute and give effect to the Security over the Charged Property in accordance with the laws of England and Wales and Scotland, as relevant.
- 5.3 Clause 21 (*Further Assurance*) and clause 6 (*Representations and Warranties*) of the Security Agreement shall apply in relation to this Agreement and references in those clauses to "this deed" are references to this Agreement.

6 CONTINUATION OF THE SECURITY AGREEMENT

- 6.1 Subject to the amendments contained in this Agreement, the provisions of the Security Agreement shall remain in full force and effect.
- 6.2 References in the Security Agreement to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Security Agreement as supplemented by this Agreement.

6.3 This Agreement is supplemental to the Security Agreement. On and from the date of this Agreement:

6.3.1 this Agreement and the Security Agreement shall be read and construed as one document and in particular the Secured Assets shall include the Charged Property; and

6.3.2 the Chargors acknowledge that references to the Security Agreement are references to the Security Agreement as amended by this Agreement.

6.4 The Chargors confirm:

6.4.1 their knowledge and acceptance of this Agreement;

6.4.2 that the Security Agreement as supplemented by this Agreement will continue to secure all liabilities that are expressed to be secured by it;

6.4.3 that the guarantee granted by the Chargor under the Security Agreement will cover (without limitation) the obligations of the Borrower under the finance documents as amended by this Agreement; and

6.4.4 the Security Agreement remains in full force and effect

7 MISCELLANEOUS

7.1 the parties to this Agreement agree that this constitutes a Finance Document

8 GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

IN WITNESS whereof the Chargors and the Beneficiary have executed this Agreement as a deed and with the intention that it be delivered the day and year first before written.

Schedule 1
Charged Property

Address	Title Number(s)	Tenure	Proprietor
Land at Aberpergwm Estate, Glynneath shown edged red and green on the plan attached to a lease dated 26 th July 2018 and made between (1) Aberpergwm Estate Company Limited and (2) Energybuild Limited		Leasehold	Energybuild Limited
Land and buildings on the north side of Derifach, Cwmgwrach, Neath shown on the plan attached to a lease dated 26 th July and made between (1) Aberpergwm Estate Company Limited and (2) Energybuild Limited		Leasehold	Energybuild Limited
Land and buildings lying to the west of Main Road, Crynant, Neath shown edged red on the plan attached to a lease dated 26 th July 2018 and made between (1) Morgan Rhidian Davies and (2) Energybuild Limited		Leasehold	Energybuild Limited
Land at the Aberpergwm Estate, Glynneath, Neath Port Talbot as more particularly delineated and edged in red and cross hatched black on the plan attached to a lease dated 12 th September 2018 and made between (1) Aberpergwm Estate Company Limited and (2) Energybuild Limited		Leasehold	Energybuild Limited

EXECUTION PAGE

CHARGORS:

Executed as a deed by)
ENERGYBUILD RESOURCES)
LIMITED acting by)

In the presence of:.....)
(Witness signature))

Name: Michael Williams

Occupation: Solicitor

Address: ICP Solicitors, Venture
Cent. Valley Way,
Enterprise Park, Swansea
SA6 8AH

Executed and delivered as a deed by)
ENERGYBUILD LIMITED)

In the presence of:.....)
(Witness signature))

Name: Michael Williams

Occupation: Solicitor

Address: ICP Solicitors, Venture
Cent. Valley Way,
Enterprise Park, Swansea
SA6 8AH

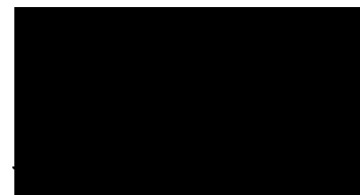
Executed and delivered as a deed by)
ENERGYBUILD MINING LIMITED)

In the presence of:.....)
(Witness signature))

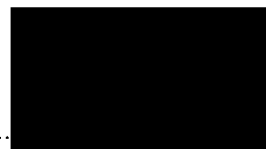
Name: Michael Williams

Occupation: Solicitor

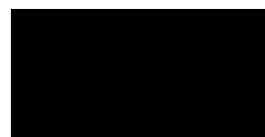
Address: ICP Solicitors, Venture
Cent. Valley Way,
Enterprise Park, Swansea
SA6 8AH



Director
Name:



Director
Name:



Director
Name:

Executed and delivered as a deed by
**MINERAL EXTRACTION AND
HANDLING LIMITED**

In the presence of.....
(Witness signature)

Name:

Occupation:

Address:

Michael Williams
Solicitor
3CP Solicitors, Venture
Cent. Valley Way, Enterprise
Park, Swansea
SA6 8AH

BENEFICIARY:

Executed and delivered as a deed by
DNA (MINING) LIMITED

In the presence of.....
(Witness signature)

Name:

Occupation:

Address:

N. BHAMBRA
CONSULTANT
35A HIGHFIELD RD
PURLEY, SURREY
CR3 2J5

Director
Name:

Director
Name: A. RANOWMA