

# MR01

## Particulars of a charge



Companies House

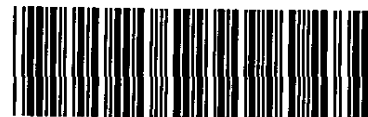
A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

SATURDAY



A07

\*A2E08YHT\*

03/08/2013

#365

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

### 1 Company details

Company number 0 5 3 5 7 4 3 3

Company name in full Alexander Mining Plc



→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 1 0 8 2 0 1 3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Svenska Handelsbanken AB (publ)

5th Floor, 13 Charles II Street, London, SW1Y 4QU

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X



X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Documentation Team
Company name	Svenska Handelsbanken AB (publ)
Address	5th Floor, 13 Charles II Street
Post town	London
County/Region	
Postcode	S W 1 Y 4 Q U
Country	UK
DX	
Telephone	+44 2079304654



### 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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MR01 - continuation page

### Particulars of a charge

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#### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description





**FILE COPY**

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

Company number: 5357433

Charge code: 0535 7433 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2013 and created by ALEXANDER MINING PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2013

(P)

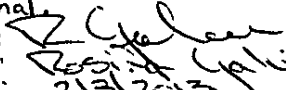
Given at Companies House, Cardiff on 7th August 2013





Save for material redacted  
pursuant to s 854G of the  
Companies Act 2006, certified  
as a full and true copy of  
the original.

To: **SVENSKA HANDELSBANKEN AB (publ)**

signed: 

Name: David Gahin

Date: 21/2/2013

In consideration of Svenska Handelsbanken AB (publ) (the "Bank", which expression shall include its successors and assigns) agreeing to make or continuing to make loans or advances to me/us Alexander Mining Plc (Company No 05357433) of 1<sup>st</sup> Floor, 35 Piccadilly, London, W1J 0DW

(hereinafter referred to as the "Depositor") or incurring liabilities on behalf of the Depositor by way of acceptance or discount or negotiation of bills of exchange or in respect of documentary credits or standby credits or collections or otherwise in any way whatsoever, at any office or offices of the Bank, the Depositor undertakes to and agrees with the Bank as follows

### **1. Joint and several Liability**

Where this Memorandum is signed by or on behalf of a firm or otherwise by or on behalf of more than one person, any liability arising under this Memorandum shall be deemed to be the joint and several liability of the partners in the firm or of such persons as referred to above and any demand made or notice given by the Bank to any one or more of such persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Bank is to be at liberty to release or discharge any one or more of such persons from liability under this Memorandum or to compound with, accept compositions from or make any other arrangements with any of such persons without as a result releasing or discharging any other party to this Memorandum or otherwise prejudicing or affecting its rights and remedies against such other party. If this Memorandum is signed by or on behalf of more than one person and any one or more of those persons is not bound by the provisions of this Memorandum (whether by reason of lack of capacity or improper execution of this Memorandum or for any other reason) the parties hereto shall continue to be bound by the provisions of this Memorandum as if those who are not bound had not been parties to this security.

### **2. Covenant to pay**

The Depositor will pay or discharge on the Bank's first demand, and this Memorandum shall be a continuing security to the Bank for the payment or discharge on demand by the Bank of, the following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Depositor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere) -

- (A) all present and future indebtedness of the Depositor to the Bank on any current, advance, loan or other account whatsoever,
- (B) all liabilities whatsoever of the Depositor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Depositor or other loans, credits or advances made to or for the accommodation or at the request of the Depositor,
- (C) all other liabilities and obligations whatsoever of the Depositor to the Bank, present or

future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor), and

- (D) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Depositor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank in respect of or in any way relating to this Memorandum or the Deposit (as defined in Clause 3 hereof) or arising out of or in any way relating to or in respect of any such indebtednesses or liabilities or obligations on a full and unqualified indemnity basis

together in each of the cases mentioned in paragraphs (A), (B), (C) and (D) of this Clause with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Depositor, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment. The certificate of the Bank as to the amount at any time secured hereby shall save in the case of manifest error be conclusive as against the Depositor

### **3. Deposit and Charge**

- (A) The Depositor has deposited with the Bank at its office at 5<sup>th</sup> Floor, 13 Charles II Street, London, SW1Y 4QU the sum of £25,000. Such sum and all other sums from time to time standing to the Depositor's credit on the Depositor's account number [REDACTED] with the London West End branch of the Bank or any deposit account with the Bank, whether at the same or at any other of the Bank's offices, whether in the same or in any other currency and whether in addition to or by way of renewal of or replacement for any sums previously deposited with the Bank by the Depositor or otherwise, together in each case with any interest from time to time accruing in respect thereof and all amounts deriving therefrom whether directly or indirectly are hereinafter referred to as the "Deposit"
- (B) It is a fundamental term arising upon the deposit with the Bank of each amount which is to constitute part of the Deposit that no part of the amount so deposited or any other part of the Deposit shall be repayable by the Bank, unless the Bank otherwise agrees in writing, until all indebtednesses, liabilities and obligations referred to in Clause 2 hereof (together, the "Liabilities") shall be duly paid or discharged and the Bank shall not be subject to any obligation which may lead to the Depositor incurring any further indebtedness, liability or obligation to the Bank (a "Bank Obligation").
- (C) Upon receipt by the Bank of the full amount of the Liabilities the Bank shall (if it is not subject to any Bank Obligation and subject to Clause 15 hereof) repay the Deposit in accordance with its terms following a demand by the Depositor

- (D) The Depositor with full title guarantee and as a continuing security for the payment and discharge of all the Liabilities hereby charges in favour of the Bank by way of first fixed charge the Deposit and each and every debt represented by the Deposit

#### **4. Bank's powers**

Notwithstanding the terms of Clause 3 hereof, the Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction

- 4 1 to retain and take possession of the whole or any part or parts of the Deposit,
- 4 2 to appropriate the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Liabilities,
- 4 3 for the purposes of any such appropriation to convert (without the Bank having any responsibility for any resulting loss) the whole or any part or parts of the Deposit, at the expense of the Depositor, into any currency other than that in which the same is or are then held by the Bank, and/or to transfer the whole or any part or parts of the Deposit to any of the Bank's offices other than that at which the same is or are then held by the Bank,
- 4 4 generally to exercise all other rights, remedies and powers of enforcement conferred by law,

all in such manner as the Bank may in its absolute discretion determine. The powers conferred by this Memorandum shall not prejudice the Bank's right to enforce payment or discharge of the Liabilities without previous resort to this security. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security.

#### **5. Set-off**

Notwithstanding the terms of Clause 3 hereof, the Bank is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Bank may have, at any time or times without restriction to apply in or towards payment or discharge of any or all of the Liabilities any credit balance (whether or not then due and irrespective of the currency of the balance) on any account (whether current, deposit or other) maintained with the Bank in the name of the Depositor. Without prejudice to the generality of the provisions contained in Clause 4 hereof, for this purpose the Bank is irrevocably authorised to use all or any such part of any such credit balance as it shall see fit to purchase such other currencies (if any) as may be necessary to effect any such application. The rights of the Bank under this Clause shall be without prejudice and in addition to any right of set-off, combination or consolidation of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.



#### **6. Deposit for fixed period**

The provisions of Clauses 3, 4 and 5 above shall apply notwithstanding that the Deposit or any part or parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired

#### **7. Representation, warranty and undertaking**

The Depositor represents and warrants that the Depositor is the sole legal and beneficial owner of the Deposit now subject to, or which at any time after this date may become subject to, the security constituted by this Memorandum and that the rights of the Depositor in respect of the Deposit are free from any mortgage, lien or security agreement or security interest of any kind, with the exception of the security constituted by this Memorandum, and the Depositor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Memorandum the Depositor will not, with the exception of the security constituted by this Memorandum, create, attempt to create, or permit to subsist any such mortgage, lien or security agreement or security interest on or over or assign or purport to assign the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit

#### **8. Covenant for further assurance and power of attorney**

- (A) The Depositor will upon notice in writing by the Bank and at the cost of the Depositor execute and deliver such documents and such further or other memoranda of security, mortgages, charges, assignments or assurances in such form and on such terms as the Bank may require in respect of the Deposit, and execute, deliver and do all such documents, acts, matters or things as the Bank may require to perfect or protect the security hereby created or any of it and to enable or facilitate the exercise by the Bank of all powers, authorities and discretions hereby conferred upon it
- (B) The Depositor hereby irrevocably and by way of security appoints the Bank and any person nominated in writing under the hand of any officer of the Bank as joint and several attorney of the Depositor for the Depositor and in his name and on his behalf and as his act and deed and with full power of substitution (before as well as after the winding-up, liquidation, dissolution, bankruptcy, incapacity or death of the Depositor) to execute, seal and deliver or perfect and do or make any deed, assurance, agreement, instrument, act or thing which the Depositor ought to execute and do under the covenants, undertakings, and provisions contained in this Memorandum or which may be required or deemed proper by the Bank, in its absolute discretion, for any of the purposes of this security. The Depositor hereby ratifies and confirms, and agrees to ratify and confirm, whatsoever his attorneys appointed hereunder (and any of them) shall do or purport to do in the exercise, or purported exercise, of all or any of the rights or powers vested in them hereunder.



notwithstanding any transfer or assignment of the benefit of the indebtedness, liabilities or obligations hereby secured, the provisions herein contained and/or any rights conferred upon the Bank hereby to any other person it being the intent of the Depositor that this Memorandum shall remain valid and effectual in all respects in favour of and against and with reference to, and that the benefit hereof and all or any rights conferred upon the Bank hereby may be assigned to and enforced by, any such company or other person and proceeded on in the same manner to all intents and purposes as if such company or other person had been named herein instead of or in addition to the Bank and the Bank shall be entitled (without liability to the Depositor) to disclose any information regarding the financial affairs of the Depositor or otherwise to any transferee or assignee or proposed transferee or assignee or other person entering into or proposing to enter into contractual arrangements with the Bank in relation to this Memorandum and/or the Liabilities

### **13. No waiver**

No delay or omission on the part of the Bank in exercising any right, power, privilege or remedy in respect of this security shall impair such right, power, privilege or remedy or be construed as a waiver thereof nor shall any single or partial exercise of any such right, power, privilege, or remedy preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies herein provided are cumulative and not exclusive of any rights, powers, privileges and remedies provided by law. Any waiver by the Bank of any term of this Memorandum and any consent or approval given by the Bank under or in relation to it, shall only be effective if given in writing and then for the purpose for which, and upon the terms and conditions (if any) on which it is given.

### **14. Continuing security**

This security shall be a continuing security notwithstanding the winding-up, liquidation, dissolution, receivership, administration, insolvency, bankruptcy, incapacity or death of the Depositor, or any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise release, prejudice or affect any contractual or other right or remedy or any other security now or hereafter held by or available to the Bank and shall not be in any way released, prejudiced or affected thereby or by the invalidity thereof or by the Bank now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with the Depositor or any other person or making or abstaining from making any demand for payment on the Depositor or any other person

### **15. Void or voidable payments and retention of security**

- (A) No assurance, security, guarantee or payment which may be void, voidable, avoided or invalidated under any law relating to bankruptcy, insolvency, administration or winding-up (including without limitation sections 238, 239, 242, 243, 245 or 423 of the Insolvency Act, 1986), and no release, settlement, discharge or arrangement given or made by the Bank on the faith or as a consequence of any such assurance, security, guarantee or payment, shall prejudice or affect the right of the Bank to enforce this security to the full extent of the Liabilities
- (B) The Bank may in its absolute discretion retain the security hereby created for a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be set aside, avoided or invalidated after all financial accommodation from

time to time made available to the Depositor by the Bank shall have ceased to be available or (if longer) all the Liabilities shall have been paid and discharged in full to the satisfaction of the Bank (including provision for contingent liabilities in such manner and in such amount as may be determined by the Bank), notwithstanding any release, settlement, discharge or arrangement given or made by the Bank on, or as a consequence of, such cessation of financial accommodation, or as the case may be, payment of moneys due.

- (C) If at any time within the period in which any assurance, security, guarantee or payment may be set aside, avoided or invalidated a petition shall be presented to a competent court for an order for the bankruptcy, insolvency or winding-up of the Depositor, or if an effective resolution is passed for the winding-up of the Depositor, or a petition for an administration order shall be presented or an administration order shall be made in respect of the Depositor, the Bank may, notwithstanding as aforementioned, continue to retain the security hereby created or any part thereof for and during such further period as the Bank in its absolute discretion shall determine. The Depositor agrees that in such circumstances the security hereby created shall be deemed to have been and to have remained held by the Bank as and by way of security.
- (D) In the event that the Bank shall be required under sections 234, 241 or 425 of the Insolvency Act 1986 to pay any sum to any party (including the Depositor), then such sum when paid by the Bank shall be deemed to form part of the Liabilities and any release, settlement, discharge or arrangement given or made by the Bank on the faith or as a consequence of any payment on account of the Liabilities which payment the Bank shall have been so required to pay to any party shall be treated as having been given or made by the Bank, and accepted by the Depositor upon the express condition that the same shall be subject and without prejudice to the Bank's right to recover the same under this Memorandum.

#### **16. Depositor's insolvency**

As between the Bank and any person comprised in the Depositor, no such person shall without the Bank's written consent prove in the winding-up, liquidation, administration, dissolution or bankruptcy of, or exercise any right of action or right to obtain security or claim any security for or in relation to any indebtedness, liability or obligation of, any other such person and any moneys received by or security given to any such first referred to person in contravention of this Clause shall be held upon trust for the Bank absolutely and dealt with as it shall direct in its absolute discretion.

#### **17. Perpetuity period**

The perpetuity period applicable to the trusts declared in this Memorandum shall be a period of eighty years from the date hereof.

#### **18. Severability of provisions**

The illegality, invalidity or unenforceability of any provision of this Memorandum under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision of this Memorandum.

Agent for service of process

Name


Address

IN WITNESS WHEREOF the Depositor has caused this Memorandum to be executed under seal or otherwise as his deed on the 1<sup>st</sup> day of August 2013

SIGNED and DELIVERED by )  
as his/her DEED in the presence of )


Witnessed by

Signature  
Name  
Occupation

  
VICTORIA BROWN  
OFFICE MANAGER

Address 17 HAWKHURST CLOSE  
BIRCHINGTON  
KENT CT7 9UL

SIGNED by )  
(a Director) and )  
(a Director or Secretary) and )  
thereby executed by )  
as its DEED )

  
Director

~~Director~~/Secretary



