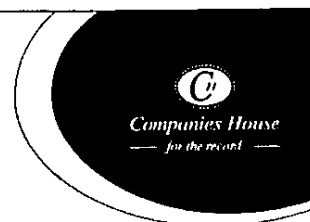


701991/13
MG01

Particulars of a mortgage or charge



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

FRIDAY



"LIZXINOS"

LD4

24/09/2010

268

COMPANIES HOUSE

For official use

2

1 Company details

Company number 0 5 3 4 6 6 5 4

Company name in full Horizon Mining Limited (the "Charging Company")

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 d 0 6 m 0 9 y 2 0 y 1 0

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 supplemental deed dated 6 September 2010 between, among others, the Charging Company and Gottex Real Asset Fund 1 (Coal UM) S a r l (the "Supplemental Deed"), supplemental to a Debenture dated 25 September 2009 between, among others, the Charging Company and Gottex Real Asset Fund 1 (Coal UM) S a r l (the "Debenture" and the Debenture as amended and supplemented by the Supplemental Deed is referred to as the "Deed")

4 Amount secured

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

Amount secured

All of the obligations and liabilities of the Chargors owing to the Secured Parties under or pursuant to the Finance Agreements or any of them (including under any amendments, supplements or restatements of any of the Finance Agreements or in relation to any further advances thereunder, including the Amended and Restated Loan Note Instrument and the Additional Loan Notes, but excluding, for the avoidance of doubt, the Warrants and Warrant Instrument), whether present or future, actual or contingent (and whether incurred severally or jointly, and whether as principal or surety or in some other capacity), after as well as before judgment

Please see below for all defined terms used herein

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	
Name	Gottex Real Asset Fund 1 (Coal UM) S à r l
Address	20 rue de la Poste Luxembourg
Postcode	L - 2 3 4 6
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 COVENANT TO PAY AND GUARANTEE</p> <p>1 1 Covenant to pay</p> <p>Each Chargor covenants with the Secured Parties, as primary obligor and not merely as surety, that it shall, on demand, pay and discharge its Secured Obligations when due and payable in accordance with their terms</p> <p>1 2 Guarantee</p> <p>Each Chargor jointly and severally and irrevocably and unconditionally</p> <p>(a) guarantees to the Secured Parties the punctual performance by each Chargor of all its Secured Obligations,</p> <p>(b) undertakes with the Secured Parties that, whenever the Company does not pay any amount when due under any Finance Agreement, that Chargor shall immediately on demand by the Secured Parties pay that amount as if it were the principal obligor, and</p> <p>(c) indemnifies the Secured Parties immediately on demand against any cost, loss or liability suffered by the Secured Parties if any payment obligation guaranteed by it is or becomes unenforceable, invalid or illegal The amount of the loss or liability shall be equal to the amount which the Secured Parties would otherwise have been entitled to recover</p> <p>1 3 Continuing guarantee</p> <p>This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Agreements, regardless of any intermediate payment or discharge in whole or in part</p>

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

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	<p>2 CREATION OF SECURITY</p> <p>2 1 General</p> <p>All the security created under the Deed</p> <ul style="list-style-type: none"> (a) is created in favour of the Secured Parties, (b) is created over present and future assets of the Original Chargors, (c) is created over present and future Company Shares owned by the Parent, (d) is security for the payment and satisfaction of all the Secured Obligations, and (e) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 <p>2 2 Subsidiary Shares</p> <p>Each Chargor charges</p> <ul style="list-style-type: none"> (a) by way of an equitable mortgage all the Subsidiary Shares, and (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a fixed charge <ul style="list-style-type: none"> (1) all proceeds received by a Chargor in respect of any sale or other disposition of any of the Subsidiary Shares, and (2) its interest in the Subsidiary Shares (including all Related Rights) <p>2 3 Mortgaged Property</p> <p>Each Chargor other than the Parent charges by way of first legal mortgage all Real Property vested in that Chargor as at the date of the Supplemental Deed</p> <p>2 4 Fixed charges</p> <p>Each Chargor other than the Parent charges by way of first fixed charge, the benefit of all of its right, title and interest to, in and under any and all</p> <ul style="list-style-type: none"> (a) Accounts and Bank Balances, (b) goodwill and uncalled capital, (c) Insurance Policies and all proceeds paid or payable thereunder, 	

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	<p>(d) plant, machinery, vehicles, computers, office and other equipment and other tangible moveable property present and future and the benefit of all contracts, licences, warranties and maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) Real Property, including any present and future rights, licenses, rents, deposits, contracts, guarantees, covenants and warranties relating to any Real Property,</p> <p>(f) licenses, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Secured Assets, and all rights in connection with them,</p> <p>(g) Intellectual Property,</p> <p>(h) Investments, and</p> <p>(i) Receivables</p> <p>2 5 Specific Contracts Assignment</p> <p>To the extent not validly and effectively charged by way of fixed charge pursuant to Clause 2 4, each Chargor other than the Parent assigns and agrees to assign absolutely by way of security the benefit of all of its right, title and interest to, in and under any and all contracts, including the Specific Contracts</p> <p>2 6 Floating charge</p> <p>Each Chargor other than the Parent with full title guarantee charges in favour of the Secured Parties, as continuing security for the payment and discharge of the Secured Obligations, by way of first floating charge the whole of its undertaking and all its assets, property and rights, of whatever type and wherever located, both present and future, other than assets, property and rights of that Chargor effectively mortgaged, assigned or charged pursuant to the preceding clauses of this Clause 2</p> <p>3 FURTHER ASSURANCES</p> <p>In the Deed the Charging Company has agreed to take whatever action the Secured Parties or a Receiver may reasonably require for perfecting or protecting any security intended to be created by the Deed or (after the Security created by the Deed has become enforceable) facilitating the realisation of any Secured Asset, or the exercise of any right, power or discretion exercisable, by the Secured Parties or any Receiver or any of its delegates or sub delegates in respect of any Secured Asset</p> <p>4 NEGATIVE PLEDGE</p> <p>4 1 Charged Investments</p> <p>In the Deed, the Charging Company has agreed that it shall not (without the prior consent in writing of the Secured Party or save to the extent permitted under the Finance Agreements)</p>

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	<p>(a) permit any person other than the Chargors or the Secured Party (or its nominee) to be registered as holder of the Investments or any part thereof,</p> <p>(b) with respect to any Investment in any Chargor permit any reorganisation of share capital, any issue of Shares, any alteration of rights in respect of any class of shares in the company whose shares are charged or the amendment of any provision of the memorandum of association or articles of association of that company, or</p> <p>(c) with respect to any Investment in any Obligor, do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Secured Parties in, or the value to the Secured Parties of, the Investments</p> <p>4 2 Restrictions on dealing with Receivables</p> <p>In the Deed, the Charging Company has agreed that it shall not</p> <p>(a) create or permit to subsist any Security over all or any of its Receivables other than the Security granted under the Finance Agreements and any other Security expressly permitted to be granted under the Finance Agreements, or</p> <p>(b) enter into a single transaction or a series of transactions to sell, factor, transfer or otherwise dispose of all or any part of any of its Receivables other than as required under the Deed</p> <p>4 3 Negative Pledge</p> <p>The Amended and Restated Loan Note Instrument contains a negative pledge that prohibits the Original Chargors and the Additional Chargors from creating, incurring, assuming or suffering to exist, directly or indirectly, any Security on any of its assets, unless permitted to do so under the Amended and Restated Loan Note Instrument</p> <p>5 ADMINISTRATORS AND RECEIVERS</p> <p>At any time after the Security created pursuant to the Deed becomes enforceable in accordance with Clause 10 of the Debenture (Enforcement), the Secured Parties may by deed (acting through authorised officers of the Secured Parties) without prior notice to the Chargors</p> <p>(1) appoint one or more persons to be an administrator of any Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986,</p> <p>(2) (subject to any necessary approval from the court) end the appointment of an administrator by notice in writing and appoint a replacement for any administrator whose appointment ends for any reason,</p> <p>(3) appoint one or more persons to be a Receiver of the whole or any part of the Secured Assets,</p> <p>(4) appoint two or more Receivers of separate parts of the Secured Assets,</p>

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	<p>(5) remove (so far as it is lawfully able) any Receiver so appointed, and</p> <p>(6) appoint another person(s) as an additional or replacement Receiver(s)</p> <p>In this form MGO1 the following are defined</p> <p>"Accession Document" means a deed of accession in such form to be agreed between the Company and the Secured Parties</p> <p>"Account" means all accounts or sub-accounts opened or maintained now or in the future by any Chargor other than the Parent with any bank, building society, financial institution or other person</p> <p>"Additional Chargor" means a person who has acceded to the Deed as an Additional Chargor by executing the applicable Accession Document</p> <p>"Additional Loan Notes" means the additional Loan Notes issued on or about the date of the Supplemental Deed in the amount of £10,350,000</p> <p>"Additional Secured Party" means a person who has acceded to this Deed as an Additional Secured Party by executing the applicable Accession Document</p> <p>"Amended and Restated Loan Note Instrument" means the instrument constituting the Loan Notes in an amount of up to £30,350,000 as amended and restated pursuant to the Loan Note Instrument Amendment Deed</p> <p>"Bank Balances" means all moneys (including interest) now or hereafter standing to the credit of any Account, and the debts represented by such moneys</p> <p>"Chargors" means each Original Chargor, each Additional Chargor and the Parent</p> <p>"Company" means Horizon Mining Limited, a company incorporated in England and Wales whose registered office is at Cwmgwrach Railhead, Heol Wenallt, Cwmgwrach Neath, SA11 5PT</p> <p>"Company Shares" means the Shares in the Company owned by the Parent, which constitute 100 per cent of the share capital of the Company</p> <p>"Finance Agreements" means the New Subscription Agreement, the Subscription Agreement, the Amended and Restated Loan Note Instrument, each Loan Note and the Security Documents</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment at any time during the Security Period on any Real Property</p> <p>"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any of the Chargors for the purpose of hedging the types of liabilities and/or risks in relation to the production and/or sale of coal</p>

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	<p>"Insurance Policies" means any policy of insurance or assurance in which a Chargor may at any time have an interest (other than insurance policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p>"Intellectual Property" means the Chargors' (other than the Parent's) present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all royalties and other rights derived from, or incidental to, these rights</p> <p>"Investments" means</p> <p>(a) the Shares,</p> <p>(b) all securities and investments of any kind (including shares, stock, debentures, units, depository receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and</p> <p>(d) all other rights attaching or relating to securities or investments and all case or other securities or investments in the future deriving from investments or such rights,</p> <p>in each case now or in the future owned by the Chargors or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"Loan Note Instrument Amendment Deed" means the amendment deed dated on or about the date of the Supplemental Deed which amends and restates the instrument constituting the Loan Notes so that, among other things, it constitutes the Additional Loan Notes</p> <p>"Loan Notes" means the 15% Guaranteed Secured Loan Notes due 2014 constituted by the Amended and Restated Loan Note Instrument or, as the case may require, any part thereof for the time being issued and outstanding</p> <p>"Mortgaged Property" means the freehold and leasehold property specified in Schedule 8 of the Debenture (Mortgaged Property)</p> <p>"New Subscription Agreement" means the subscription agreement dated on or about the date of the Supplemental Deed between, amongst others, the Company and Gottex Real Asset Fund 1 (Coal UM) S à r l relating to the subscription for Additional Loan Notes</p> <p>"Offtake Agreements" means those contracts specified in Schedule 2 of the Debenture (Offtake Agreements)</p>	

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	<p>"Original Chargors" means Abbey Mine Limited (05303498), Centreclear Limited (04899634), Horizon Mineral Handling Limited (05346865), Honzon Mining Limited (05346654) and Unity Mine Limited (03616432)</p> <p>"Original Secured Party" means Gottex Real Asset Fund 1 (Coal UM) S à r l</p> <p>"Parent" means Unity Power Plc, a company incorporated in England and Wales whose registered office is at One America Square, Crosswall, London EC3N 2SG and whose registered number is 05352542</p> <p>"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property in which any Chargor has an interest, and any reference to "Real Property" includes a reference to all rights from time to time effected or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon</p> <p>"Receivables" means in relation to the Chargors all book debts and other debts of any nature now or at any time in the future due or owing to the Chargors and the benefit of and the proceeds of all claims under, all security, guarantees, indemnities, letters of credit and insurances of any nature enjoyed or held by the Chargors in relation to those book and other debts</p> <p>"Receiver" means a receiver or receiver and manager as the Secured Parties may specify at any time in the relevant appointment made under the Deed, which term will include any appointee made under a joint and/or several appointment by the Secured Parties</p> <p>"Related Rights" means</p> <p>(a) any dividend or interest paid or payable, and</p> <p>(b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>in relation to any stock, share, debenture, bond or other security</p> <p>"Secured Assets" means the assets of the Chargors from time to time subject to the Security created or purported to be created by this Deed</p> <p>"Secured Obligations" means, in relation to any Chargor, all of the obligations and liabilities of that Chargor owing to the Secured Parties under or pursuant to the Finance Agreements or any of them (including under any amendments, supplements or restatements of any of the Finance Agreements or in relation to any further advances thereunder, including the Amended and Restated Loan Note Instrument and the Additional Loan Notes, but excluding, for the avoidance of doubt, the Warrants and Warrant Instrument), whether present or future, actual or contingent (and whether incurred severally or jointly, and whether as principal or surety or in some other capacity), after as well as before judgment</p> <p>"Secured Party" means the Original Secured Party and each Additional Secured Party</p>

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	<p>"Security" includes any mortgage, charge, encumbrance, lien, pledge, hypothecation, assignment by way of security and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing</p> <p>"Security Document" means any agreement constituting a Security Interest from a Chargor in favour of a Secured Party</p> <p>"Security Interest" 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 Period" means the period beginning on the date of the Debenture and ending on the date on which the Secured Obligations have been irrevocably paid or discharged in full</p> <p>"Shares" means any Investment listed in Schedule 3 of the Debenture (Shares) and any Investment in any Additional Chargor owned by a Chargor</p> <p>"Specific Contracts" means the Hedging Agreements and the Offtake Agreements</p> <p>"Subscription Agreement" means the subscription agreement dated 23 September 2009 between, amongst others, the Company and Gottex Real Asset Fund 1 (Coal UM) S à r l relating to the subscription for Loan Notes</p> <p>"Subsidiary Shares" means any Shares which are not Company Shares</p> <p>"Warrant Instrument" means the instruments dated on or about 25 September 2009 and 6 September 2010 executed by Unity Power plc constituting the Warrants</p> <p>"Warrants" means the warrants to subscribe for new ordinary Shares in the Parent issued pursuant to the Subscription Agreement and the New Subscription Agreement</p>	

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>N/A</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Bompham McCutchen (London) LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 **Azadeh Zabeti**

Company name **Bingham McCutchen (London) LLP**

Address **41 Lothbury**

Post town **London**

County/Region **London**

Postcode **E C 2 R 7 H F**

Country **England**

DX

Telephone **0207 661 5300**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5346654
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 6
SEPTEMBER 2010 AND CREATED BY HORIZON MINING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGORS TO THE SECURED PARTIES 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 24 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER
2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES