

137700/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

laserform

Particulars of a charge

Go online to file this information
www.gov.uk/companieshouse

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

☒ **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

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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 must be scanned and placed on the public record. **Do not send the original.**



L5YU86BU

LD3 • 25/01/2017 #74
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 4 5 4 2 7 6 9

Company name in full GLENCORE ENERGY UK LTD

1718 For official use

→ **Filling 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 d1 d3 m0 m1 y2 y0 y1 y7

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 GLAS TRUST CORPORATION LIMITED (AND ITS SUCCESSORS
IN TITLE AND PERMITTED TRANSFEREES)

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X LINKLATERS LLP X

Linklaters LLP

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name BISHOY ESKANDER

Company name LINKLATERS LLP

Address 1 SILK STREET

Post town LONDON

County/Region

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX

Telephone 020 7456 4166



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

4/6

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4542769

Charge code: 0454 2769 0178

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2017 and created by GLENCORE ENERGY UK LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th January 2017

Given at Companies House, Cardiff on 30th January 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY ASSIGNMENT OF ACCOUNT ASSIGNMENT

dated 13 January 2017

created by

GLENCORE ENERGY UK LTD

(Registered No 04542769)

as the Assignor

in favour of

GLAS TRUST CORPORATION LIMITED

as the Security Agent

Certified that, save for material redacted pursuant to Section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters LLP

Linklaters

Ref L-252742

Linklaters LLP

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THIS DEED is dated 13 January 2017 and made between

- (1) **Glencore Energy UK Ltd.** (the "**Assignor**"), and
- (2) **GLAS Trust Corporation Limited** (the "**Security Agent**")

Background

- (A) The Assignor is entering into this Deed in connection with the Finance Documents
- (B) The Assignor is satisfied that entering into this Deed is for the purposes and to the benefit of the Assignor and its business
- (C) The Security Agent and the Assignor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (D) The Security Agent holds the benefit of this Deed for the Finance Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Facility Agreement have the same meaning and construction and

"Assigned Contract" means the account assignment dated on or about the date of this Deed between the Assignor as assignee and Exmor Group DMCC as assignor

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed

"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable

"Delegate" means a delegate or sub-delegate appointed under Clause 6 (*Delegation*)

"Enforcement Event" means the occurrence of an Event of Default under the Facility Agreement, which has resulted in a notice being given by the Lender to the Borrower under clause 13.12 (*Acceleration*) of the Facility Agreement

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between the Assignor as borrower and the Lender as lender

"Finance Parties" means the Security Agent and the Lender and **"Finance Party"** means either of them

"Insolvency Act" means the Insolvency Act 1986

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Assignor to the Finance Parties under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"LPA" means the Law of Property Act 1925

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction

1 2 Construction

- (a) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument
- (b) The other provisions in Clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed with all necessary changes

1 3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

2 ASSIGNMENT

2 1 Assignment

- (a) The Assignor, with full title guarantee and as security for the payment of all Liabilities, hereby agrees to assign and hereby assigns absolutely to the Security Agent all of its rights, title and interest, present and future, in, under and to the Assigned Contract, including all moneys payable to the Assignor, and any present and future claims, awards and judgments in favour of the Assignor, under or in connection with the Assigned Contract
- (b) The parties to this Deed agree that the security interest contemplated by this Deed is to become effective upon the date of this Deed and that it is not conditioned upon the giving of the notice of assignment under Clause 4 1 (*Notice of assignment*) of this Deed

2 2 Undertaking to pay

The Assignor shall pay each of its Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent

3 RESTRICTIONS

- (a) The Assignor shall not create or permit to subsist any Security over the Assigned Contract, nor do anything else prohibited by clause 12 3 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause
- (b) The Assignor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, assign, transfer or otherwise dispose of the Assigned Contract, except pursuant to this Deed

4 ASSIGNED CONTRACT

4 1 Notice of assignment

The Assignor shall, on the date of this Deed, give notice of the assignment in Clause 2 (*Assignment*) substantially in the form set out in Schedule 1 (*Form of Notice of Assignment*) (or such other form as is acceptable to the Security Agent) and shall use its reasonable endeavours

to ensure that each recipient of any such notice signs and returns the form of acknowledgement requested in that notice

4.2 Assignor still liable

The Assignor shall remain liable to perform all its obligations under the Assigned Contract. Neither the Security Agent nor any Delegate shall be under any obligation or liability to the Assignor or any other person under or in respect of the Assigned Contract.

4.3 Performance of obligations

The Assignor shall perform all its material obligations under the Assigned Contract.

5 ENFORCEMENT

5.1 When enforceable

As between the Assignor and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable while an Enforcement Event is continuing.

5.2 Power of sale

The statutory power of sale and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

5.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

5.4 Voting

Unless and until the Charges have become enforceable the Assignor shall continue to be entitled to exercise all rights in relation to the Assigned Contract.

6 DELEGATION

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

7 ORDER OF DISTRIBUTIONS

7.1 Application of proceeds

All amounts received or recovered by the Security Agent or any Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in clause 17.1 (*Order of Application*) of the Facility Agreement.

8 LIABILITY OF SECURITY AGENT AND DELEGATES

Neither the Security Agent nor any Delegate shall be liable to the Assignor or any other person for any costs, losses, liabilities or expenses relating to the realisation of the Assigned Contract or from any act, default, omission or misconduct of the Security Agent, any Delegate or their respective officers, employees or agents in relation to the Assigned Contract or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

9 POWER OF ATTORNEY

9 1 Appointment

The Assignor by way of security irrevocably appoints the Security Agent and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which the Assignor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Assigned Contract), and
- (b) to exercise any of the rights conferred on the Security Agent or any Delegate in relation to the Assigned Contract or under any Finance Document, the LPA or the Insolvency Act,

provided that the appointment hereunder takes effect on (and not earlier than) the occurrence of an Enforcement Event

9 2 Ratification

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 9 1 (*Appointment*)

10 PROTECTION OF THIRD PARTIES

10 1 No duty to enquire

No person dealing with the Security Agent or any Delegate shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised

10 2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent or any Delegate

11 SAVING PROVISIONS

11 1 Continuing Security

Subject to Clause 12 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

11 2 Waiver of defences

Neither the obligations of the Assignor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any

of its obligations under any Finance Document of any of the Charges (without limitation and whether or not known to it or any Finance Party) including

- (a) any time, waiver or consent granted to, or composition with, the Assignor or other person,
- (b) the release of the Assignor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Assignor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

11.3 Immediate recourse

The Assignor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

11.4 Appropriations

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, each Finance Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Assignor shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Assignor or on account of the Assignor's liability under this Deed

11.5 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by the Security Agent.

11 6 Tacking

Each Finance Party shall comply with its obligations under the Finance Documents

11 7 Further Assurance

The Assignor will promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)) for the purpose of exercising its rights under this Deed or perfecting the Security created or intended to be created pursuant to this Deed or for the exercise of the rights, powers and remedies of the Lender or the Security Agent provided by or pursuant to this Deed in each case in accordance with the rights vested in it under this Deed

12 DISCHARGE OF SECURITY

12 1 Final redemption

Subject to Clause 12 2 (*Retention of security*), if the Security Agent is satisfied that all the Liabilities have been irrevocably paid in full, the Security Agent shall at the request and cost of the Assignor release, reassign or discharge (as appropriate) the Assigned Contract from the Charges

12 2 Retention of security

If the Security Agent considers that any amount paid or credited to any Finance Party under any Finance Document is capable of being avoided or otherwise set aside on the Winding-up of the Assignor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid

12 3 Consolidation

Section 93 of the LPA shall not apply to the Charges

13 PAYMENTS

13 1 Payments

All payments by the Assignor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct

13 2 Continuation of accounts

At any time after

- (a) the receipt by a Finance Party of notice (either actual or otherwise) of any subsequent Security affecting the Assigned Contract of the Assignor, or
- (b) the presentation of a petition or the passing of a resolution in relation to the Winding-up of the Assignor,

that Finance Party may open a new account in the name of the Assignor (whether or not it permits any existing account to continue) If that Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No moneys paid into any account, whether new or continuing, after that event shall discharge or

reduce the amount recoverable pursuant to any Finance Document to which the Assignor is party

14 RIGHTS, WAIVERS AND DETERMINATION

14 1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail

14 2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Delegate, any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents on the part of any Finance Party No waiver or election to affirm any of the Finance Documents on the part of the Security Agent or Delegate shall be effective unless in writing No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law

14 3 Determinations

Any determination by or certificate of the Security Agent or any Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

15 SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by the Assignor by or in connection with any Finance Document is separate from and independent of any other Security created or intended to be created by any other provider of Security by or in connection with any Finance Document

16 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

17 GOVERNING LAW

This Deed, any non-contractual obligations arising out of or in connection with it and the Security created hereunder are governed by English law

18 JURISDICTION OF ENGLISH COURTS

- (a) The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary
- (c) This Clause 18 is for the benefit of the Security Agent only As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts

with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1
FORM OF NOTICE OF ASSIGNMENT

To Exmor Group DMCC

[Date]

Address

- 1 GLAS Trust Corporation Limited (the "**Security Agent**") and Glencore Energy UK Ltd (the "**Assignor**") give notice that, by an assignment contained in a security assignment dated on or around the date of this notice and entered into between the Assignor and the Security Agent, the Assignor assigned to the Security Agent all its present and future right, title and interest in and to the contract listed below (the "**Assigned Contract**"), including all moneys payable to the Assignor, and any claims, awards and judgments in favour of the Assignor, under or in connection with the Assigned Contract

Assigned Contract

The account assignment dated [] between the Assignor as assignee and you as assignor

- 2 All moneys payable by you to the Assignor under or in connection with the Assigned Contract shall be paid under the Assigned Contract unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent
- 3 Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it
- 3 1 the Assignor shall remain liable to perform all its obligations under the Assigned Contract, and
- 3 2 neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of the Assigned Contract
- 4 The Assignor shall remain entitled to exercise all its rights, powers and discretions under the Assigned Contract, except that the Assignor shall not and you agree that the Assignor shall not amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Assigned Contract or exercise any right to rescind, cancel or terminate the Assigned Contract or give any consent under the Assigned Contract without the prior written consent of the Security Agent
- 5 You should continue to give notices under the Assigned Contract to the Assignor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs
- 6 Please acknowledge receipt of this Notice of Assignment and confirm that
- 6 1 you will pay all sums due under the Assigned Contract as directed by or pursuant to this Notice of Assignment,

- 6 2 you do not have and will not claim or exercise any set-off or counterclaim in respect of the Assigned Contract,
- 6 3 you have not received any other notice of any assignment or charge of the Assigned Contract or of any other interest of any third party in the Assigned Contract, and
- 6 4 you will comply with the other provisions of this Notice of Assignment,
- by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at 45 Ludgate Hill, London, EC4M 7JU, marked for the attention of Transaction Management Group
- 7 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 8 This Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law

For and on behalf of
GLAS Trust Corporation Limited
as Security Agent

For and on behalf of
Glencore Energy UK Ltd
as Assignor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 6 of the Notice of Assignment

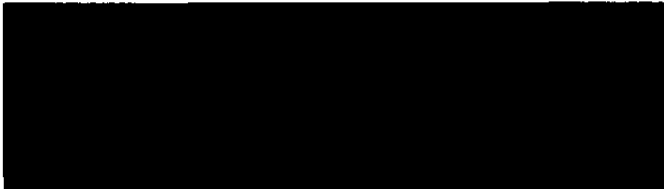
For and on behalf of
Exmor Group DMCC

Date

**SIGNED as a DEED on behalf of
GLENCORE ENERGY UK LTD.**

in the presence of

Mariya Lazanova



SIGNED by

GLAS TRUST CORPORATION LIMITED

by

Address

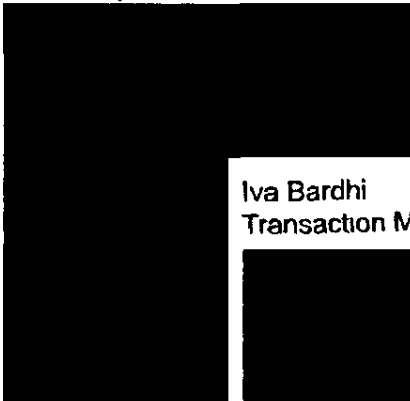
Fax No

Attention

**SIGNED as a DEED on behalf of
GLENCORE ENERGY UK LTD.**
in the presence of



**SIGNED by
GLAS TRUST CORPORATION LIMITED**
by



Iva Bardhi
Transaction Manager

