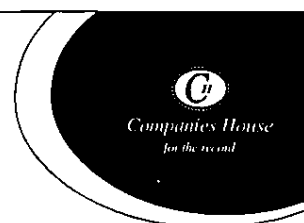


504450 £13
MG01

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**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



A14 *AGTLTZQM* 02/12/2011 61
COMPANIES HOUSE

1	Company details	For official use
Company number	0 7 1 2 3 1 8 7	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	AFRICAN BARRICK GOLD PLC	

2	Date of creation of charge
Date of creation	2 3 1 1 2 0 1 1

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'. Securities account security agreement (the "Agreement") dated 23 November 2011 between the Chargor and Citibank, N A as collateral agent to the Secured Parties (as defined below) (the "Collateral Agent")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge All obligations of every nature of the Borrowers (or either of them) from time to time owed to the Agents (including former Agents), the Collateral Agent and the Lenders under any Credit Document, whether for principal, interest (including interest which, but for an Insolvency Event, would have accrued on any obligation, whether or not a claim is allowed for such interest in the related insolvency proceeding), fees, expenses, indemnification or otherwise, including, without limitation, all obligations of the Borrowers under the Original Revolving Credit Agreement as amended and modified by the amendment to revolving credit agreement dated 23 November 2011 (the "Revolving Credit Agreement Amendment") including, without limitation (i) all future extensions of the then existing Revolving Commitment Termination Date, and See continuation pages 1 to 3	

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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	Continuation page Please use a continuation page if you need to enter more details
Name	Citibank, N A (as collateral agent for the Secured Parties)	
Address	25 Canada Square, London	
Postcode	E 1 4 5 L Q	
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>The Chargor pledged to the Collateral Agent, for its benefit and for the benefit of the other Secured Parties, and granted to the Collateral Agent, for its benefit and for the benefit of the other Secured Parties, a security interest in, all of the Chargor's right, title and interest in, to and under the following property, whether now existing or at any time hereafter acquired (collectively, the "Charged Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations</p> <p>a) the Investment Account, all funds held therein or credited thereto, and all rights to renew or withdraw such funds,</p> <p>b) all instruments, Financial Assets and Investment Property evidencing or arising out of the investment of any funds held in or arising out of the investment of any funds held in or credited to the Investment Account or otherwise held in the Investment Account, and</p> <p>c) all interest, dividends, cash, instruments, Financial Assets and Investment Property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Charged Collateral</p> <p>The Agreement contains a negative pledge, this negative pledge prevents the Chargor from creating further Liens over the Collateral except as permitted by the Revolving Credit Agreement</p> <p>The Agreement also contains covenants for further assurance</p> <p>The Agreement is subject to the Account Control Agreement dated January 31, 2011 as amended by an amendment agreement dated November 23, 2011 between the Chargor, the Collateral Agent and Citibank N A as securities intermediary</p> <p>See continuation page 4 for definitions</p>	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <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>Commission allowance or discount</p>	<p>NONE</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Chadkare & Paulie Chokoy</i> X CLP</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 **RICHARD OLIVER**

Company name **CHADBOURNE & PARKE (LONDON)**

LLP

Address **REGIS HOUSE**

45 KING WILLIAM STREET

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 4 R 9 A N**

Country **UK**

DX

Telephone **0207 337 8176**



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(ii) and all monies (as at the date of the Agreement), obligations and liabilities owed by one or more of the Borrowers to any of the Secured Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Revolving Credit Agreement and/or any other Credit Document</p> <p>(the "Secured Obligations")</p> <p>In this form MG01, so far as the context admits, the following expressions have the following meanings</p> <p>"ABG Group" means the Chargor and its subsidiaries</p> <p>"Additional Collateral" means collectively, all of the real, personal and mixed property (including Capital Stock) in which Liens are granted pursuant to the Revolving Credit Agreement</p> <p>"Additional Collateral Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the ABG Group holding any Additional Collateral in order to create a first priority Lien in such Additional Collateral and related Collateral in favor of the Collateral Agent</p> <p>"Administrative Agent" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Agent" means each the Administrative Agent and the Lead Arranger</p> <p>"Borrowers" means African Barrick Gold plc and Barbco One Ltd (and each individually a "Borrower")</p> <p>"Capital Stock" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Cash Equivalents" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Cayco" means Cayco TZ Ltd, a company formed under the laws of the Cayman Islands</p> <p>"Collateral" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Collateral Agency Agreement" means the Collateral Agency Agreement among the Credit Parties, Cayco, the Collateral Agent and the Administrative Agent</p> <p>"Collateral Documents" means the Share Pledge Agreements, the Primary Account Pledge Agreements, the Additional Collateral Pledge Agreements and all other instruments, documents and agreements delivered by any Credit Party or Cayco or any additional Grantor pursuant to the Revolving Credit Agreement or any of the other Credit Documents in order to grant and/or confirm to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any Collateral of that Credit Party or Cayco or any additional Grantor as security for the Secured Obligations</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Credit Document" means any of the Revolving Credit Agreement, Revolving Credit Agreement Amendment, the Guaranty, the Collateral Documents, the Collateral Agency Agreement, the Fee Letters, any promissory notes issued under the Revolving Credit Agreement and all other documents, instruments or agreements executed and delivered by a Credit Party for the benefit of any Agent, the Collateral Agent or any Lender in connection herewith and any Intercreditor Agreement</p> <p>"Credit Party" means any of the Borrowers and the Guarantors</p> <p>"Fee Letters" means collectively, any letter agreement between the Borrower or any Credit Party on the one hand and any of the Agents, the Collateral Agent or the Lead Arranger on the other hand providing for the payment of any fee in connection with the Revolving Credit Agreement or the transactions contemplated thereby</p> <p>"Grantor" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Guarantee" means the guarantee dated 24 November 2010 between (i) BUK Holdco Limited, (ii) KMCL Holdings Limited, (iii) Bulyanhulu Gold Mine Limited, (iv) East African Gold Mines Limited, (v) North Mara Gold Mine Limited, (vi) 1816962 Ontario Inc, (vii) Pangea Goldfields Inc, (viii) 1051694 Ontario Inc, (ix) Pangea Minerals Limited (x) any other subsidiary that becomes a party to the Guaranty (the "Guarantors") and (xi) Citibank International PLC in its capacity as Administrative Agent under the Revolving Credit Agreement for the benefit of itself, the Lenders, the Lead Arranger and the Collateral Agent</p> <p>"Guarantor" means each Person party as a grantor, pledgor, charger or similar capacity in the applicable Collateral Document</p> <p>"Insolvency Event" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Intercreditor Agreement" means an intercreditor agreement dated 24 November 2010</p> <p>"Lead Arranger" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Lender" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Lien" means (i) any lien (statutory or otherwise), mortgage, pledge, hypothecation, assignment, security interest, charge, deposit arrangement or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof, and any easement, right of way or other encumbrance on title to real property) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Original Revolving Credit Agreement" means the \$150,000,000 revolving credit agreement dated 24 November 2010 between the Chargor and Barbo One Ltd, as borrowers, Citibank investment plc, as administrative agent, Citibank N A , London Branch, as arranger and bookrunner, and the persons defined</p> <p>"Person" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Pledged Shares" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Primary Account Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the ABG Group holding any Primary Account in order to create a first priority Lien in the Primary Accounts and related Collateral in favor of the Collateral Agent</p> <p>"Primary Accounts" means the offshore primary revenue and investment accounts (including investments in Cash Equivalents) of the Company and each Subsidiary</p> <p>"Revolving Credit Agreement" means the Original Revolving Credit Agreement as amended and modified by the Revolving Credit Agreement Amendment</p> <p>"Revolving Commitments" has the meaning given to that term in the Revolving Credit Agreement</p> <p>"Revolving Commitment Termination Date" means October 24, 2014, as such date may be extended pursuant to the terms of the Revolving Credit Agreement, or such earlier date on which all of the Revolving Commitments have been terminated in accordance with the terms of the Revolving Credit Agreement</p> <p>"Secured Parties" means the Agents, the Collateral Agent and the Lenders</p> <p>"Securities" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing</p> <p>"Share Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the ABG Group holding any Pledged Shares in order to create a first priority Lien in the Pledged Shares and related Collateral in favor of the Collateral Agent</p> <p>"Subsidiary" has the meaning given to that term in the Revolving Credit Agreement</p> <p>All other defined terms have the meaning given to them in the Revolving Credit Agreement</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>In this form MG01, so far as the context admits, the following expressions have the following meanings</p> <p>"Account Institution" means Citibank, N A</p> <p>"Financial Asset" has the meaning set forth in Section 8-102 of the New York UCC</p> <p>"Investment Account" means Account No 798559 maintained with the Account Institution in the name of the Chargor</p> <p>"Investment Property" has the meaning set forth in Section 9-102 of the New York UCC</p> <p>"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York</p> <p>For other defined terms see continuation pages 1 to 3</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7123187
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITIES ACCOUNT SECURITY
AGREEMENT DATED 23 NOVEMBER 2011 AND CREATED BY
AFRICAN BARRICK GOLD PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE BORROWERS (OR EITHER
OF THEM) TO THE AGENTS (INCLUDING FORMER AGENTS)
THE COLLATERAL AGENT AND THE LENDERS 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
2 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2011

