643892-340

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009.

OS IN01

Registration of an overseas company opening a UK establishment

BLUEPRINT OneWorld

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 UK establishment.

✗ **What this form is NOT for**
You cannot use this form to ch[ange] the details of an existing com[pany] officer or establishment.

MONDAY

A6DAUG4W
A04 21/08/2017 #23
COMPANIES HOUSE

For official use

Part 1 Overseas company details (Name)

A1 Corporate name of overseas company

Corporate name ❶ Anglo American Netherlands B.V.

Do you propose to carry on business in the UK under the corporate name as incorporated in your home state or country, or under an alternative name?

→ To register using your corporate name, go to **Section A3**.
→ To register using an alternative name, go to **Section A2**.

→ **Filling in this form**
Please complete in typescript (10pt or above), or in bold black capitals

All fields are mandatory unless specified or indicated by *

❶ This must be the corporate name in the home state or country in which the company is incorporated.

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business in the UK.

Alternative name (if applicable) ❷

❷ A company may register an alternative name under which it proposes to carry on business in the United Kingdom under Section 1048 of the Companies Act 2006. Once registered it is treated as being its corporate name for the purposes of law in the UK.

A3 Overseas company name restrictions ❸

This section does not apply to a European Economic Area (EEA) company registering its corporate name.

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response.

❸ **Overseas company name restrictions**
A list of sensitive or restricted words or expressions that require consent can be found in guidance available on our website:
www.gov.uk/companieshouse

OS IN01

Registration of an overseas company opening a UK establishment

Part 2 Overseas company details

B1 Particulars previously delivered

Have particulars about this company been previously delivered in respect of another UK establishment. ❶

→ **No** Go to **Section B2**.
→ **Yes** Please enter the registration number below and then go to **Part 5** of the form. Please note the original UK establishment particulars must be filed up to date.

UK establishment registration number: B R

❶ The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.

B2 Credit or financial institution

Is the company a credit or financial institution? ❷

☐ Yes
☑ No

❷ Please tick one box.

B3 Company details

If the company is registered in its country of incorporation, please enter the details below.

Legal form ❸	Private limited liability company
Country of incorporation *	Netherlands
Identity of register in which it is registered ❹	Kamer van Koophandel (Netherlands Chamber of Commerce)
Registration number in that register	3 3 1 3 9 7 4 7

❸ Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

❹ This will be the registry where the company is registered in its parent country.

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ **Yes** Complete **Sections B5** and **B6**.
→ **No** Go to **Section B6**.

B5 Governing law and accounting requirements

Please give the law under which the company is incorporated.

Governing law ❺

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state.

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ **Yes** Complete the details below.
→ **No** Go to **Part 3**.

Please give the period for which the company is required to prepare accounts by parent law.

From	d d m m
To	d d m m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months	

B6 Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation.❶

☑ Yes.

Please indicate what documents have been disclosed.

☐ Please tick this box if you have enclosed a copy of the accounts.

☐ Please tick this box if you have enclosed a certified translation of the accounts.

☐ Please tick this box if no accounts have been disclosed.

❶ Please tick the appropriate box(es).

OS IN01

Registration of an overseas company opening a UK establishment

Part 3 Constitution

C1 Constitution of company

The following documents must be delivered with this application.
- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

☑ I have enclosed a certified copy of the company's constitution. ❶
☐ I enclose a certified translation, if applicable. ❷

❶ A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

❷ A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

C2 EEA or non-EEA member state

Was the company formed outside the EEA?

→ **Yes** Go to **Section C3**.
→ **No** Go to **Part 4** 'Officers of the company'.

C3 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?
- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

→ **Yes** Go to **Part 4** 'Officers of the company'
→ **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C4**.

The information is not required if it is contained within the constitutional documents accompanying this registration.

C4 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. ❸

Building name/number

Street

Post town

County/Region

Postcode

Country

Please give the objects of the company and the amount of issued share capital.

Objects of the company ❹

Amount of issued share capital ❺

❸ This address will appear on the public record.

❹ Please give a brief description of the company's business.

❺ Please specify the amount of shares issued and the value.

OS IN01

Registration of an overseas company opening a UK establishment

Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

→ **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
→ **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

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

Secretary

D1 Secretary details ❶

Use this section to list all the secretaries of the company.
Please complete **Sections D1-D3. For a corporate secretary, complete Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)

Surname

Former name(s) ❷

❶ **Corporate details**
Please use Sections E1-E5 to enter corporate secretary details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

D2 Secretary's service address ❸

Building name/number

Street

Post town

County/Region

Postcode

Country

❸ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority

☐ Limited ❹
☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☐ Jointly ❺

If applicable, name(s) of person(s) with whom you are acting jointly

❹ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❺ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

OS IN01
Registration of an overseas company opening a UK establishment

Corporate secretary

E1 **Corporate secretary details** ❶

Use this section to list all the corporate secretaries of the company.
Please complete Sections E1-E5. Please use a continuation page if necessary.

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

❶ **Registered or principal address**
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

E2 **Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?
→ **Yes** Complete **Section E3 only**
→ **No** Complete **Section E4 only**

E3 **EEA companies** ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ❸

Registration number

❷ **EEA**
A full list of countries of the EEA can be found in our guidance:
www.gov.uk/companieshouse

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

E4 **Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ❹

If applicable, the registration number

❹ **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5 Corporate secretary's authority

Please enter the extent of your authority as corporate secretary.
Please tick one box.

Extent of authority	☐ Limited ❶ ☐ Unlimited
Description of limited authority, if applicable	
	Are you authorised to act alone or jointly? Please tick one box.
	☐ Alone ☐ Jointly ❷
If applicable, name(s) of person(s) with whom you are acting jointly	

❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

OS IN01

Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company. Please complete **Sections F1-F5. For a corporate director, complete Sections G1-G5.** Please use a continuation page if necessary.

Full forename(s)	John Michael
Surname	Mills
Former name(s) ❷	
Country/State of residence ❸	United Kingdom
Nationality	British
Month/year of birth ❹	X X m0 m1 y1 y9 y6 y4
Business occupation (if any) ❺	Company Secretary

❶ **Corporate details**
Please use Sections G1-G5 to enter corporate director details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.

❹ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ❻

Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

❻ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority

Please enter the extent of your authority as director. Please tick one box.

Extent of authority

☐ Limited ❼
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❽

If applicable, name(s) of person(s) with whom you are acting jointly

Any two directors acting jointly
Two of Douglas Smailes, Craig Wilson Miller
and John Michael Mills

❼ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❽ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company. Please complete **Sections F1-F5. For a corporate director, complete Sections G1-G5**. Please use a continuation page if necessary.

Full forename(s)	Craig Wilson
Surname	Miller
Former name(s) ❷	
Country/State of residence ❸	United Kingdom
Nationality	British
Month/year of birth ❹	[redacted] m0 m6 y1 y9 y7 y3
Business occupation (if any) ❺	Group Finance Controller

❶ **Corporate details**
Please use Sections G1-G5 to enter corporate director details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.

❹ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ❻

Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

❻ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority

Please enter the extent of your authority as director. Please tick one box.

Extent of authority

☐ Limited ❼
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❽

If applicable, name(s) of person(s) with whom you are acting jointly

Any two directors acting jointly
Two of John Michael Mills, Craig Wilson Miller
and Douglas Smailes

❼ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❽ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

In accordance with Section 1046 of the Companies Act 2006 & Regulation 4(1) of the Overseas Companies Regulations 2009.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1 Director details ❶

Use this section to list all the directors of the company. Please complete **Sections F1-F5. For a corporate director, complete Sections G1-G5.** Please use a continuation page if necessary.

Full forename(s)	Douglas
Surname	Smailes
Former name(s) ❷	
Country/State of residence ❸	United Kingdom
Nationality	British
Month/year of birth ❹	[redacted] m0 m8 y1 y9 y5 y9
Business occupation (if any) ❺	Group Head of Treasury

❶ **Corporate details**
Please use Sections G1-G5 to enter corporate director details.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in Section F5.

❹ **Month and year of birth**
Please provide month and year only. Provide full date of birth in section F4.

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ❻

Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

❻ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority

Please enter the extent of your authority as director. Please tick one box.

Extent of authority

☐ Limited ❼
☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☐ Alone
☑ Jointly ❽

If applicable, name(s) of person(s) with whom you are acting jointly

Any two directors acting jointly
Two of Douglas Smailes, John Michael Mills,
and Craig Wilson Miller

❼ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❽ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Corporate director

G1 Corporate director details ❶

Use this section to list all the corporate directors of the company.
Please complete G1-G5. Please use a continuation page if necessary.

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

❶ **Registered or principal address**
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

G2 Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section G3 only**
→ **No** Complete **Section G4 only**

G3 EEA companies ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/ firm is registered ❸

Registration number

❷ **EEA**
A full list of countries of the EEA can be found in our guidance:
www.gov.uk/companieshouse

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

G4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ❹

If applicable, the registration number

❹ **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

G5 Corporate director's authority

	Please enter the extent of your authority as corporate director. Please tick one box.	❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below. ❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.
Extent of authority	☐ Limited ❶ ☐ Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box.	
	☐ Alone ☐ Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01

Registration of an overseas company opening a UK establishment

Part 5 UK establishment details

H1 Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.
→ **Yes** Please enter the UK establishment number below and then go to **Section H2**.

UK establishment registration number: B R

H2 Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.
→ **Yes** Please enter the UK establishment number below and then go to **Section H3**.

UK establishment registration number: B R

H3 Delivery of accounts and reports

This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. ❶

☑ In respect of this establishment. Please go to **Section H4**.

☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4**.

UK establishment registration number: B R

❶ Please tick the appropriate box.

H4 Particulars of UK establishment ❶

You **must** enter the name and address of the UK establishment.

Name of establishment	Anglo American Netherlands B.V.
Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

Please give the date the establishment was opened and the business of the establishment.

Date establishment opened	d0 d1 m0 m3 y2 y0 y1 y6
Business carried on at the UK establishment	Finance and Holding Company

❶ **Address**
This is the address that will appear on the public record.

OS IN01

Registration of an overseas company opening a UK establishment

Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete **Sections J1-J4**.

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

Full forename(s)	Anglo American Corporate Secretary Limited
Surname	

J2 Permanent representative's service address ❶

Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

❶ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority

☐ Limited ❷

☑ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☑ Alone

☐ Jointly ❸

If applicable, name(s) of person(s) with whom you are acting jointly

❷ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

❸ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

Part 7 Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.
→ **No** Tick the box below then go to **Part 8** 'Signature'.

☐ If there is no such person, please tick this box.

K1 Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below. Please complete **Sections K1-K2.**

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

Full forename(s)	Anglo American Corporate Secretary Limited
Surname	

K2 Service address of person authorised to accept service ❶

Building name/number	20
Street	Carlton House Terrace
Post town	London
County/Region	
Postcode	S W 1 Y 5 A N
Country	United Kingdom

❶ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

Part 8 Signature

This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X X

This form may be signed by:
Director, Secretary, Permanent representative.

OS IN01

Registration of an overseas company opening a UK establishment

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: Jasmine Callaway

Company name: Anglo American plc

Address: 20 Carlton House Terrace

Post town: London

County/Region:

Postcode: S W 1 Y 5 A N

Country: United Kingdom

DX:

Telephone: 020 7968 8772

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ 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, apart from information relating to usual residential addresses and day of birth.

How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company.
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:

England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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).

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.

Higher protection
If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.

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

AMENDMENT OF THE ARTICLES OF ASSOCIATION

of the private company with limited liability:

ANGLO AMERICAN NETHERLANDS B.V.

CERTIFIED A TRUE COPY
JOHN MILLS
DIRECTOR
DATE 14/08/17

established in:

Maastricht

dated:

December 18th, 2012

h

AKTE VAN STATUTENWIJZIGING
ANGLO AMERICAN NETHERLANDS B.V.

Heden, achttien december tweeduizend twaalf, ---
verscheen voor mij, Mr JOHANNES GERARDUS MARIA RUIJGROK, notaris te Hilversum ---
mevrouw Mr Christa Martine van Brussel, werkzaam en woonplaats kiezende ten kantore van --- mij, notaris, geboren te Enschede op zevenentwintig januari negentienhonderd zesenzeventig. --
De comparante verklaarde: ---

- Bij akte op twee augustus negentienhonderd vierenzeventig verleden is opgericht: de --- besloten vennootschap met beperkte aansprakelijkheid: ---
  ANGLO AMERICAN NETHERLANDS B.V., statutair gevestigd te Maastricht, --- kantoorhoudende te Maastricht, Stationsplein 8 K, postcode 6221 BT, ingeschreven in het - handelsregister van de Kamer van Koophandel onder nummer 33139747 (**"de vennootschap"**). ---
  De statuten werden voor het laatst gewijzigd bij akte op tien maart tweeduizend elf verleden voor Mr J.G.M. Ruijgrok, notaris te Hilversum. ---
- De algemene vergadering van de vennootschap heeft op dertien december tweeduizend --- twaalf besloten de statuten van de vennootschap te wijzigen, zoals hierna is vermeld. ---

Ter uitvoering van voormeld besluit verklaarde de comparante de statuten van de vennootschap zodanig te wijzigen dat zij in hun geheel komen te luiden als volgt: ---

S T A T U T E N : ---

NAAM EN ZETEL. ---

Artikel 1. ---

1. De vennootschap draagt de naam: **Anglo American Netherlands B.V.**. ---
2. De vennootschap heeft haar zetel in Maastricht. ---

DOEL. ---

Artikel 2. ---

De vennootschap heeft ten doel: ---

a. het verrichten van alle activiteiten met betrekking tot de exploratie, exploitatie en --- mijnontginning van alle soorten natuurlijke grondstoffen; ---
b. het deelnemen in, het voeren van beheer over, en het financieren van andere --- vennootschappen en ondernemingen van welke aard ook; ---
c. het beleggen van vermogen; ---
d. het uitvoeren van en het verlenen van medewerking aan de uitvoering van --- pensioenregelingen en andere regelingen met betrekking tot uitkeringen; ---
e. het verlenen van management diensten en het geven van adviezen op het gebied van --- management en organisatie en andere diensten en adviezen; ---
f. het verkrijgen, beheren, exploiteren, bezwaren en vervreemden van bedrijfsmiddelen en --- andere vermogenswaarden, waaronder begrepen, maar niet beperkt tot onroerend goed; ---
g. het lenen en ter leen verstrekken van gelden en het stellen van zekerheden, ook voor --- schulden van anderen; ---
h. het verwerven, beheren en exploiteren van industriële en intellectuele eigendomsrechten - - waaronder begrepen octrooirechten, merkrechten, modelrechten, auteursrechten en --- aanverwante rechten, ---

en voorts het verrichten van al hetgeen met het vorenstaande verband houdt of daartoe --- bevorderlijk kan zijn. ---

KAPITAAL EN AANDELEN. ---

Artikel 3. ---

Het kapitaal van de vennootschap bestaat uit een of meer aandelen van één Verenigde staten -- dollar (USD 1,00) elk. Op deze aandelen kan in de algemene vergadering stemrecht worden --- uitgeoefend, tenzij bij de uitgifte van aandelen is bepaald dat daaraan geen stemrecht in de --- algemene vergadering is verbonden. De laatstbedoelde aandelen worden in deze statuten als --- stemrechtloos aangeduid. ---

Artikel 4. ---

1. De aandelen luiden op naam en zijn doorlopend genummerd van 1 af. Het nummer geldt als aanduiding. ---
2. Aandeelbewijzen kunnen worden uitgegeven. ---

Artikel 5. ---

1. a. Uitgifte van aandelen (daaronder begrepen het verlenen van rechten tot het nemen van aandelen) geschiedt krachtens een besluit van de algemene vergadering. ---

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b. De algemene vergadering stelt in dit besluit tevens vast of aan de uit te geven aandelen al dan niet stemrecht in de algemene vergadering is verbonden, alsmede de koers en de voorwaarden van de uitgifte, met inachtneming van deze statuten. ———
c. De koers van uitgifte mag niet beneden pari zijn. ———
d. De algemene vergadering kan haar bevoegdheid tot het nemen van de besluiten sub a en b bedoeld aan een ander vennootschapsorgaan overdragen en kan deze overdracht herroepen. ———
e. Voor de uitgifte van een aandeel is voorts vereist een daartoe bestemde, ten overstaan van een notaris met plaats van vestiging in Nederland verleden akte waarbij de betrokkenen partij zijn. ———

2. Bij uitgifte van aandelen heeft iedere aandeelhouder een voorkeursrecht naar evenredigheid van het gezamenlijke bedrag van zijn aandelen, behoudens het bepaalde in de wet. Het voorkeursrecht is niet overdraagbaar. Het voorkeursrecht kan, telkens voor een enkele uitgifte, worden beperkt of uitgesloten door het tot uitgifte bevoegde orgaan. ———

Artikel 6. ———

1. Bij het nemen van het aandeel moet daarop het nominale bedrag worden gestort. Bedongen kan worden dat het nominale bedrag of een deel daarvan eerst behoeft te worden gestort na verloop van een bepaalde tijd of nadat het bestuur het zal hebben opgevraagd. ———
2. Storting op een aandeel moet in geld geschieden voor zover niet een andere inbreng is overeengekomen. Storting in een andere geldeenheid dan die waarin het nominale bedrag van de aandelen luidt kan slechts geschieden met toestemming van het bestuur. ———

AANDEELHOUDERSREGISTER. ———

Artikel 7. ———

1. Het bestuur houdt een register waarin zijn opgenomen: ———
   a. de namen en de adressen van alle aandeelhouders; ———
   b. het door hen gehouden aantal aandelen, met vermelding van de datum waarop zij de aandelen hebben verkregen en de datum van erkenning of betekening; ———
   c. het op ieder aandeel gestorte bedrag; ———
   d. de namen en adressen van hen die een recht van vruchtgebruik of pandrecht op aandelen hebben, met vermelding van de datum waarop zij het recht hebben verkregen, de datum van erkenning of betekening, alsmede met vermelding welke aan de aandelen verbonden rechten hun overeenkomstig artikel 8 toekomen; ———
   e. welke aandeelhouders niet gebonden zijn aan een statutaire eis of verplichting; ———
   f. of aandelen stemrechtloos zijn; ———
   g. de namen en adressen van de houders van certificaten van aandelen waaraan vergaderrecht is verbonden, met vermelding van de datum waarop het vergaderrecht aan hun certificaat is verbonden en de datum van erkenning of betekening; ———
   h. overige vermeldingen die krachtens de wet in het register moeten worden aangetekend. ———
2. Het register wordt regelmatig bijgehouden, met dien verstande dat elke wijziging van de hiervoor in lid 1 vermelde gegevens zo spoedig mogelijk in het register wordt aangetekend; daarin wordt mede aangetekend elk verleend ontslag van aansprakelijkheid voor nog niet gedane stortingen, met vermelding van de datum waarop het ontslag is verleend. ———
3. Aandeelhouders en anderen van wie gegevens ingevolge dit artikel in het register moeten worden opgenomen, verschaffen aan het bestuur tijdig de nodige gegevens. Indien tevens een elektronisch adres bekend wordt gemaakt met als doel opneming in het aandeelhoudersregister, houdt deze bekendmaking tevens de instemming in om alle kennisgevingen en mededelingen alsmede oproepingen voor een vergadering langs elektronische weg te krijgen toegezonden. ———
4. Het bestuur verstrekt desgevraagd aan een hiervoor in lid 1 bedoelde persoon om niet een uittreksel uit het register met betrekking tot zijn recht op een aandeel. Rust op het aandeel een recht van vruchtgebruik of een pandrecht, dan vermeldt het uittreksel aan wie de in artikel 8 bedoelde rechten toekomen. ———
5. Het bestuur legt het register ten kantore van de vennootschap ter inzage van de vergadergerechtigden. Onder vergadergerechtigden worden in deze statuten verstaan: aandeelhouders, vruchtgebruikers en pandhouders aan wie de in artikel 8 lid 3 bedoelde rechten toekomen, alsmede aan houders van certificaten van aandelen waaraan bij of krachtens de statuten vergaderrecht is verbonden. ———
   De gegevens van het register omtrent niet-volgestorte aandelen zijn ter inzage van een ieder; afschrift of uittreksel van deze gegevens wordt ten hoogste tegen kostprijs verstrekt. -

VRUCHTGEBRUIK/PANDRECHT. ———

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Artikel 8.
1. Op aandelen kan vruchtgebruik worden gevestigd. De aandeelhouder heeft het stemrecht op de aandelen waarop vruchtgebruik is gevestigd voor zover aan die aandelen stemrecht is verbonden. In afwijking daarvan komt het aan aandelen verbonden stemrecht toe aan de vruchtgebruiker indien dit bij de vestiging van het vruchtgebruik is bepaald of nadien schriftelijk tussen de aandeelhouder en de vruchtgebruiker is overeengekomen, mits zowel deze bepaling als - bij overdracht van het vruchtgebruik - de overgang van het stemrecht is goedgekeurd door de algemene vergadering.
Op de hiervoor bedoelde schriftelijke overeenkomst is artikel 13 lid 2 van overeenkomstige toepassing.
2. Op aandelen kan pandrecht worden gevestigd. De aandeelhouder heeft het stemrecht op de aandelen waarop pandrecht is gevestigd voor zover aan die aandelen stemrecht is verbonden. In afwijking daarvan komt het aan aandelen verbonden stemrecht toe aan de pandhouder indien dit, al dan niet onder opschortende voorwaarde, bij de vestiging van het pandrecht is bepaald of nadien schriftelijk tussen de aandeelhouder en de pandhouder is overeengekomen, mits zowel deze bepaling als - bij overdracht van het pandrecht - de overgang van het stemrecht is goedgekeurd door de algemene vergadering.
Op de hiervoor bedoelde schriftelijke overeenkomst is artikel 13 lid 2 van overeenkomstige toepassing.
3. De aandeelhouder die geen stemrecht heeft en de vruchtgebruiker of pandhouder die stemrecht heeft, hebben vergaderrecht. De vruchtgebruiker of pandhouder die geen stemrecht heeft, heeft geen vergaderrecht, tenzij bij de vestiging of overdracht van het vruchtgebruik of pandrecht anders is bepaald.

CERTIFICATEN.

Artikel 9.
1. De algemene vergadering kan vergaderrecht aan certificaten van aandelen verbinden. Met instemming van de betrokken certificaathouders kan de algemene vergadering het vergaderrecht ontnemen.
2. Certificaten aan toonder van aandelen mogen niet worden uitgegeven. Indien in strijd hiermee is gehandeld kunnen, zolang certificaten aan toonder uitstaan, de aan de desbetreffende aandelen verbonden rechten niet worden uitgeoefend.

GEMEENSCHAP.

Artikel 10.
Indien aandelen, beperkte rechten daarop of voor aandelen uitgegeven certificaten tot een gemeenschap behoren, kunnen de deelgenoten zich slechts door één schriftelijk aan te wijzen persoon tegenover de vennootschap doen vertegenwoordigen.

VERKRIJGING VAN EIGEN AANDELEN.

Artikel 11.
1. Verkrijging door de vennootschap van niet volgestorte aandelen in haar kapitaal is nietig.
2. De vennootschap mag, behalve om niet, geen volgestorte eigen aandelen verkrijgen indien het eigen vermogen, verminderd met de verkrijgingsprijs, kleiner is dan de reserves die krachtens de wet of de statuten moeten worden aangehouden of indien het bestuur weet of redelijkerwijs behoort te voorzien dat de vennootschap na de verkrijging niet zal kunnen blijven voortgaan met het betalen van haar opeisbare schulden.
3. De vorige leden gelden niet voor aandelen die de vennootschap onder algemene titel verkrijgt.
4. Onder het begrip aandelen in dit artikel zijn certificaten daarvan begrepen.
5. Verkrijging door de vennootschap van aandelen in haar kapitaal dient overigens te geschieden met inachtneming van het dienaangaande in de wet bepaalde.

KAPITAALVERMINDERING.

Artikel 12.
1. De algemene vergadering kan besluiten tot vermindering van het geplaatste kapitaal door intrekking van aandelen of door het bedrag van aandelen bij statutenwijziging te verminderen.
2. In dit besluit moeten de aandelen waarop het besluit betrekking heeft worden aangewezen en moet de uitvoering van het besluit zijn geregeld.
3. Kapitaalvermindering dient overigens te geschieden met inachtneming van het dienaangaande in de wet bepaalde.

LEVERING VAN AANDELEN.

Artikel 13.
1. Voor de levering van een aandeel of de levering van een beperkt recht daarop is vereist een

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daartoe bestemde, ten overstaan van een notaris met plaats van vestiging in Nederland — verleden akte waarbij de betrokkenen partij zijn. ——

2. De levering van een aandeel werkt mede van rechtswege tegenover de vennootschap. —— Behoudens in het geval dat de vennootschap zelf bij de rechtshandeling partij is, kunnen de aan het aandeel verbonden rechten eerst worden uitgeoefend nadat de vennootschap de — rechtshandeling heeft erkend of de akte aan haar is betekend overeenkomstig het in de wet daaromtrent bepaalde, danwel de vennootschap deze overdracht heeft erkend door —— inschrijving in het aandeelhoudersregister als bedoeld in artikel 7. ——

BLOKKERINGSREGELING/GOEDKEURINGSREGELING. ——

Artikel 14. ——

1. Overdracht van aandelen kan slechts plaatshebben, nadat goedkeuring van de algemene — vergadering is verkregen. ——
2. De aandeelhouder die een of meer aandelen wil overdragen - hierna te noemen verzoeker - deelt aan het bestuur mede, welke aandelen hij wenst over te dragen en de persoon aan — wie hij de aandelen wenst over te dragen. Deze mededeling geldt als een verzoek aan de — algemene vergadering tot goedkeuring van deze voorgenomen overdracht. ——
3. Het bestuur is verplicht een algemene vergadering bijeen te roepen en te houden binnen — zes weken na ontvangst van de in het vorige lid bedoelde mededeling. De oproeping —— vermeldt de inhoud van de mededeling. ——
4. De gevraagde goedkeuring wordt geacht te zijn verleend indien: ——
   a. niet binnen drie maanden na ontvangst van de in lid 2 bedoelde mededeling een —— beslissing van de algemene vergadering schriftelijk ter kennis van de verzoeker is —— gebracht; ——
   b. niet gelijktijdig met een afwijzing van het verzoek aan de verzoeker schriftelijk opgave - wordt gedaan van (een) gegadigde(n), aangewezen door de algemene vergadering, die bereid en in staat is (zijn) om alle aandelen waarop het verzoek betrekking heeft tegen contante betaling te kopen; ——
   c. de situatie uit de laatste zin van artikel 15 lid 4 zich voordoet. ——

   De vennootschap zelf kan slechts met instemming van de verzoeker gegadigde zijn. ——
5. Wordt de goedkeuring verleend of wordt deze geacht te zijn verleend, dan kan de door de — verzoeker voorgenomen overdracht vrijelijk geschieden gedurende een termijn van drie —— maanden na ontvangst van een bericht van goedkeuring, van een bericht dat als een —— goedkeuring moet worden aangemerkt, na het verstrijken van de in lid 4.a genoemde termijn of nadat de situatie van artikel 15 lid 4 zich heeft voorgedaan. ——
6. Zoals aangegeven in artikel 14 sub b zal de algemene vergadering een gegadigde —— aanwijzen indien zij haar goedkeuring niet verleent. Indien de verzoeker zijn aandelen niet - wil overdragen aan de door de algemene vergadering aangewezen gegadigde(n) is de —— verzoeker bevoegd zich terug te trekken binnen een maand na ontvangst door de verzoeker van de identiteit van de gegadigde(n). ——

PRIJSVASTSTELLING. ——

Artikel 15. ——

1. De prijs van de aandelen voor de verkoop aan de op grond van artikel 14 lid 4 sub b. —— genoemde gegadigde(n) zal- tenzij de verzoeker en de gegadigde(n) anders —— overeenkomen- worden vastgesteld door een of meer onafhankelijke deskundigen, die door de verzoeker en de gegadigde(n) in gemeenschappelijk overleg worden benoemd. Komen - zij binnen twee weken na ontvangst van de kennisgeving van de algemene vergadering niet tot overeenstemming, dan zal de meest gerede partij aan de voorzitter van de Kamer van — Koophandel, de benoeming van één of meer onafhankelijke deskundigen verzoeken. ——
2. De in het vorige lid bedoelde deskundige(n) is (zijn) gerechtigd tot inzage van alle boeken — en bescheiden van de vennootschap en tot het verkrijgen van alle inlichtingen, waarvan —— kennisneming voor zijn (hun) prijsvaststelling dienstig is. ——
3. De in lid 1 bedoelde deskundige(n) zal (zullen) bij het vaststellen van de prijs naar billijkheid bepalen te wiens laste de kosten van de prijsvaststelling komen. Hij (Zij) kunnen aangeven dat daarbij mede bepalend is of de verzoeker en/of gegadigde zich al dan niet terugtrekt. —
4. De verzoeker en de gegadigde(n) blijven bevoegd zich terug te trekken, mits dit geschiedt — binnen een maand nadat hen de door de deskundige(n) vastgestelde prijs van de aandelen is meegedeeld. Indien de gegadigde(n) zich terug trekt (trekken) en daardoor niet alle —— aandelen worden gekocht, wordt de door de verzoeker gevraagde goedkeuring geacht te — zijn verleend. ——
5. De gekochte aandelen moeten tegen gelijktijdige betaling van de koopsom worden geleverd binnen acht kalenderdagen na verloop van de termijn, gedurende welke een van de partijen

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zich kan terug trekken. ---
6. Het in artikel 14 en in dit artikel bepaalde vindt voor zoveel mogelijk overeenkomstige --- toepassing bij vervreemding door de vennootschap van door haar ingekochte of op andere wijze verkregen aandelen. ---
7. Het in artikel 14 en in dit artikel bepaalde blijft buiten toepassing indien de aandeelhouder -- krachtens de wet tot overdracht van zijn aandeel aan een eerdere houder verplicht is. ---

BESTUUR. ---

Artikel 16. ---

1. De vennootschap heeft een bestuur, bestaande uit een door de algemene vergadering te --- bepalen aantal van één of meer bestuurders. ---
2. Bestuurders worden door de algemene vergadering benoemd en kunnen te allen tijde door de algemene vergadering worden geschorst en ontslagen. ---
3. Het bestuur is belast met het besturen van de vennootschap. Bij de vervulling van hun taak richten de bestuurders zich naar het belang van de vennootschap en de met haar --- verbonden onderneming. ---
   Het bestuur dient zich te gedragen naar de aanwijzingen van de algemene vergadering. Het bestuur is gehouden de aanwijzingen op te volgen, tenzij deze in strijd zijn met het belang -- van de vennootschap en de met haar verbonden onderneming. ---
   De algemene vergadering is bevoegd bij een daartoe strekkend besluit, besluiten van het -- bestuur of een of meer daartoe op grond van een reglement bevoegde bestuurders aan --- haar voorafgaande goedkeuring te onderwerpen. Die besluiten dienen duidelijk te worden -- omschreven en schriftelijk aan het bestuur te worden meegedeeld. ---
4. Het bestuur kan een schriftelijk reglement vaststellen waarbij nadere regels worden gegeven omtrent zijn besluitvorming en met welke taak iedere bestuurder meer in het bijzonder zal -- worden belast. Bij dit reglement kan worden bepaald dat een of meer bestuurders --- rechtsgeldig kunnen besluiten omtrent zaken die tot zijn respectievelijk hun taak behoren. --
5. Alle besluiten van het bestuur waaromtrent bij reglement geen grotere meerderheid is --- voorgeschreven, worden genomen met volstrekte meerderheid van de uitgebrachte --- stemmen. Een bestuurder neemt niet deel aan de beraadslaging en besluitvorming indien hij daarbij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang --- bedoeld in lid 3. Wanneer hierdoor een bestuursbesluit niet kan worden genomen is het --- bestuur daartoe alsnog bevoegd. ---
6. Ingeval van ontstentenis of belet van een bestuurder blijven de overige bestuurders met het bestuur belast. Bij ontstentenis of belet van alle bestuurders berust het bestuur van de --- vennootschap tijdelijk bij één door de algemene vergadering daartoe aangewezen persoon. De algemene vergadering heeft het recht om ook ingeval van ontstentenis of belet van één of meer, doch niet alle bestuurders, een persoon als bedoeld in de vorige zin, aan te wijzen die alsdan mede met het bestuur is belast. ---
7. De bezoldiging en de verdere arbeidsvoorwaarden worden voor iedere bestuurder --- afzonderlijk vastgesteld door de algemene vergadering. ---

VERTEGENWOORDIGING. ---

Artikel 17. ---

Het bestuur vertegenwoordigt de vennootschap. De bevoegdheid tot vertegenwoordiging komt -- mede toe aan twee gezamenlijk handelende bestuurders. ---

JAARREKENING. ---

Artikel 18. ---

1. Het boekjaar van de vennootschap is gelijk aan het kalenderjaar. ---
2. Jaarlijks wordt binnen vijf maanden na afloop van het boekjaar van de vennootschap, --- behoudens verlenging van deze termijn met ten hoogste zes maanden door de algemene -- vergadering op grond van bijzondere omstandigheden, door het bestuur een jaarrekening -- opgemaakt, die voor de aandeelhouders ter inzage wordt gelegd ten kantore van de --- vennootschap. ---
   Indien het opmaken van een jaarverslag is vereist door de wet, legt het bestuur binnen deze termijn ook het jaarverslag ter inzage. ---
   De jaarrekening wordt ondertekend door alle bestuurders. ---
   Indien daaraan enige handtekening ontbreekt, wordt daarvan onder opgave van reden --- melding gemaakt. ---
3. a. De vennootschap kan een opdracht tot onderzoek van de jaarrekening verlenen, met -- dien verstande dat de vennootschap daartoe gehouden is indien de wet dat verlangt. -- Tot het verlenen van de opdracht is de algemene vergadering bevoegd. Gaat deze --- daartoe niet over, dan komt het bestuur deze bevoegdheid ook toe. ---

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De opdracht kan te allen tijde worden ingetrokken door de algemene vergadering en — door degene die haar heeft verleend. ---

b. De opdracht wordt, indien de wet dat verlangt, verleend aan een daartoe op grond van de wet bevoegde accountant. De aanwijzing van een accountant wordt door generlei — voordracht beperkt. ---

c. Degene aan wie de opdracht is verstrekt, brengt van zijn onderzoek schriftelijk verslag uit aan het bestuur. ---

4. De vennootschap zorgt dat de opgemaakte jaarrekening, en voor zover een jaarverslag is — opgesteld, dit jaarverslag en de krachtens artikel 2:392 lid 1 Burgerlijk Wetboek toe te — voegen gegevens vanaf de oproeping voor de algemene vergadering, bestemd voor haar -- behandeling, te haren kantore aanwezig zijn. De aandeelhouders en andere --- vergadergerechtigden kunnen de stukken aldaar inzien en er kosteloos een afschrift van — verkrijgen. ---

VASTSTELLING JAARSTUKKEN. ---

Artikel 19. ---

1. De jaarrekening wordt vastgesteld door de algemene vergadering. Het jaarverslag (indien -- vereist) wordt vastgesteld door het bestuur. ---
2. Nadat het voorstel tot vaststelling van de jaarrekening aan de orde is geweest, zal aan de — algemene vergadering het voorstel worden gedaan om kwijting te verlenen aan de --- bestuurders voor het door hen in het desbetreffende boekjaar gevoerde beleid, voor zover - van dat beleid uit de jaarrekening blijkt of dat beleid aan de algemene vergadering bekend is gemaakt. ---

WINSTBESTEMMING. ---

Artikel 20. ---

1. De algemene vergadering is bevoegd tot bestemming van de winst die door de vaststelling van de jaarrekening is bepaald en tot vaststelling van uitkeringen, voor zover het eigen — vermogen groter is dan de reserves die krachtens de wet of deze statuten moeten worden - aangehouden. ---
2. Bij de berekening van het bedrag dat op ieder aandeel zal worden uitgekeerd deelt elk --- aandeel in een gelijk deel van de uitkering, met inachtneming van lid 6 en 7. Van de vorige - zin kan telkens met instemming van alle aandeelhouders worden afgeweken. ---
3. Een besluit dat strekt tot uitkering heeft geen gevolgen zolang het bestuur geen goedkeuring heeft verleend. Het bestuur weigert slechts de goedkeuring indien het weet of redelijkerwijs behoort te voorzien dat de vennootschap na de uitkering niet zal kunnen blijven voortgaan - met het betalen van haar opeisbare schulden. ---
4. Indien de vennootschap na een uitkering niet kan voortgaan met het betalen van haar --- opeisbare schulden, zijn de bestuurders die dat ten tijde van de uitkering wisten of --- redelijkerwijs behoorden te voorzien jegens de vennootschap hoofdelijk verbonden voor het tekort dat door de uitkering is ontstaan met de wettelijke rente vanaf de dag van de --- uitkering. Artikel 2:248 lid 5 Burgerlijk Wetboek is van overeenkomstige toepassing. ---
   Niet verbonden is de bestuurder die bewijst dat het niet aan hem te wijten is dat de --- vennootschap de uitkering heeft gedaan en dat hij niet nalatig is geweest in het treffen van - maatregelen om de gevolgen daarvan af te wenden. Degene die de uitkering ontving terwijl hij wist of redelijkerwijs behoorde te voorzien dat de vennootschap na de uitkering niet zou - kunnen voortgaan met het betalen van haar opeisbare schulden is gehouden tot vergoeding van het tekort dat door de uitkering is ontstaan, ieder voor ten hoogste het bedrag of de --- waarde van de door hem ontvangen uitkering, met de wettelijke rente vanaf de dag van --- uitkering. ---
   Indien de bestuurders de vordering uit hoofde van de eerste zin hebben voldaan, geschiedt de in de derde zin bedoelde vergoeding aan de bestuurders naar evenredigheid van het --- gedeelte dat door ieder der bestuurders is voldaan. ---
   Ten aanzien van een schuld uit hoofde van de eerste of derde zin is de schuldenaar niet --- bevoegd tot verrekening. ---
   Het bepaalde in dit lid is niet van toepassing op uitkeringen in de vorm van aandelen in het - kapitaal van de vennootschap of bijschrijvingen op niet volgestorte aandelen. ---
5. Met een bestuurder wordt voor de toepassing van lid 3 gelijkgesteld degene die het beleid - van de vennootschap heeft bepaald of mede heeft bepaald, als ware hij bestuurder. De --- vordering kan niet worden ingesteld tegen een door de rechter benoemde bewindvoerder. —
6. Bij de berekening van iedere uitkering tellen de aandelen, die de vennootschap in haar --- kapitaal houdt dan wel waarvan zij certificaten van aandelen houdt niet mede, tenzij deze — aandelen of certificaten van aandelen belast zijn met een vruchtgebruik of pandrecht of van

aandelen certificaten zijn uitgegeven ten gevolge waarvan het winstrecht toekomt aan de vruchtgebruiker, de pandhouder of de houder van die certificaten.

7. Bij de berekening van het bedrag, dat op ieder aandeel zal worden uitgekeerd, komt slechts het bedrag van de verplichte stortingen op het nominale bedrag van de aandelen in aanmerking. Van de vorige zin kan telkens met instemming van alle aandeelhouders worden afgeweken.
8. De vennootschap mag ook tussentijds uitkeringen doen. Het in dit artikel bepaalde is dan van overeenkomstige toepassing.

DIVIDEND.

Artikel 21.

Het dividend staat vanaf een maand na de vaststelling ter beschikking van de aandeelhouders, tenzij de algemene vergadering een andere termijn vaststelt. Deze periode kan langer of korter zijn. Indien de aandeelhouder het dividend niet binnen tien jaar nadat deze betaalbaar is gesteld int, kan deze niet meer worden gevorderd door de aandeelhouder. Dividenden die niet binnen tien jaar na de beschikbaarstelling door de gerechtigde aandeelhouder zijn opgevorderd vervallen aan de vennootschap.

ALGEMENE VERGADERING.

Artikel 22.

1. De algemene vergaderingen worden gehouden in Nederland in de gemeente waar de vennootschap haar zetel heef, in Amsterdam en Schiphol.
2. Jaarlijks wordt ten minste één algemene vergadering gehouden of wordt besloten als bedoeld in artikel 26.
   Besluitvorming in of buiten vergadering vindt plaats over:
   a. de jaarrekening;
   b. het jaarverslag, indien vereist op grond van de wet;
   c. het voorstel om kwijting te verlenen aan de bestuurders voor het door hen in het desbetreffende boekjaar gevoerde beleid, voor zover van dat beleid uit de jaarrekening blijkt of dat beleid aan de algemene vergadering bekend is gemaakt;
   d. onderwerpen, die op de agenda zijn geplaatst door het bestuur;
   e. onderwerpen, waarvan de behandeling schriftelijk is verzocht door een of meer vergadergerechtigden, die alleen of gezamenlijk ten minste een honderdste gedeelte van het geplaatste kapitaal vertegenwoordigen, indien de vennootschap het verzoek niet later dan op de dertigste dag vóór die van de vergadering heeft ontvangen en mits geen zwaarwichtig belang van de vennootschap zich daartegen verzet en welke onderwerpen worden opgenomen in de oproeping of op dezelfde wijze aangekondigd als de hiervoor sub d. bedoelde onderwerpen;
   f. hetgeen verder ter tafel wordt gebracht, met dien verstande dat omtrent onderwerpen die niet in de oproepingsbrief of in een aanvullende oproepingsbrief met inachtneming van de voor de oproeping gestelde termijn zijn vermeld, niet wettig kan worden besloten, tenzij alle vergadergerechtigden ermee hebben ingestemd dat de besluitvorming over die onderwerpen plaatsvindt en de bestuurders voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld advies uit te brengen.
3. Ingeval van een verlengingsbesluit als bedoeld in artikel 18 lid 2 wordt de vergadering waarin behandeling van de jaarrekening en het jaarverslag (indien vereist) aan de orde komt uitgesteld overeenkomstig dat besluit.
4. Andere algemene vergaderingen worden gehouden zo dikwijls daartoe door het bestuur wordt opgeroepen. Het bestuur is tot zodanige oproeping verplicht wanneer één of meer vergadergerechtigden, die alleen of gezamenlijk ten minste een honderdste gedeelte van het geplaatste kapitaal vertegenwoordigen, aan het bestuur schriftelijk en onder nauwkeurige opgave van de te behandelen onderwerpen het verzoek richten een algemene vergadering bijeen te roepen. Het verzoek wordt geacht schriftelijk te zijn wanneer het is neergelegd in een elektronisch document. Het bestuur treft de nodige maatregelen, opdat de algemene vergadering binnen vier weken na het verzoek kan worden gehouden, tenzij een zwaarwichtig belang van de vennootschap zich daartegen verzet.

BIJEENROEPING ALGEMENE VERGADERING.

Artikel 23.

1. Iedere vergadergerechtigde is bevoegd, in persoon of bij schriftelijk gevolmachtigde, de algemene vergadering bij te wonen en daarin het woord te voeren. Aan de eis van schriftelijkheid van de volmacht wordt voldaan indien de volmacht elektronisch is vastgelegd.
   Bij de vaststelling in hoeverre een aandeelhouder aanwezig of vertegenwoordigd is, wordt -

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geen rekening gehouden met aandelen waarvan de wet bepaalt, dat daarvoor geen stem kan worden uitgebracht.
2. De oproeping tot een algemene vergadering geschiedt door middel van oproepingsbrieven gericht aan de adressen van de vergadergerechtigden, zoals deze zijn vermeld in het register van aandeelhouders.
3. Indien de vergadergerechtigde hiermee instemt kan de oproeping geschieden door een langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht aan het adres dat door hem voor dit doel aan de vennootschap is bekendgemaakt.
4. De oproeping vermeldt de te behandelen onderwerpen. Aan algemene vergaderingen kan worden deelgenomen en gestemd door middel van een elektronisch communicatiemiddel indien dit bij de oproeping is vermeld.
5. Omtrent onderwerpen waarvan de behandeling niet bij de oproeping is aangekondigd met inachtneming van de voor oproeping gestelde termijn, kan niet wettig worden besloten, tenzij alle vergadergerechtigden ermee hebben ingestemd dat de besluitvorming over die onderwerpen plaatsvindt en de bestuurders voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld advies uit te brengen.
6. De oproeping geschiedt niet later dan op de achtste dag vóór die van de vergadering. Is de oproepingstermijn niet in acht genomen of heeft geen oproeping plaatsgehad, dan kunnen geen wettige besluiten worden genomen, tenzij alle vergadergerechtigden ermee hebben ingestemd dat de besluitvorming over die onderwerpen plaatsvindt en de bestuurders voorafgaand aan de besluitvorming in de gelegenheid zijn gesteld om advies uit te brengen.
7. Bestuurders hebben het recht tot het bijwonen van de algemene vergadering en hebben als zodanig een adviserende stem.

VOORZITTERSCHAP ALGEMENE VERGADERING.

Artikel 24.

1. De algemene vergadering voorziet zelf in haar voorzitterschap. Tot dat ogenblik wordt het voorzitterschap waargenomen door de in leeftijd oudste ter vergadering aanwezige bestuurder of bij gebreke daarvan door de in leeftijd oudste ter vergadering aanwezige persoon. De notulen van de vergadering worden gehouden door een door de voorzitter aangewezen notulist.
2. Zowel de voorzitter als degene die de vergadering heeft belegd, kan bepalen dat van het verhandelde in de algemene vergadering een notarieel proces-verbaal wordt opgemaakt. Het proces-verbaal wordt mede door de voorzitter ondertekend. De kosten daarvan zijn voor rekening van de vennootschap.
3. Indien geen notarieel proces-verbaal wordt opgemaakt, worden de notulen van het verhandelde in de algemene vergadering door de voorzitter en de notulist van die vergadering vastgesteld en ten blijke daarvan door hen ondertekend.
4. Het bestuur houdt van de genomen besluiten aantekening. Indien het bestuur niet ter vergadering is vertegenwoordigd, wordt door of namens de voorzitter van de vergadering een afschrift van de genomen besluiten zo spoedig mogelijk na de vergadering aan het bestuur verstrekt. De aantekeningen liggen ten kantore van de vennootschap ter inzage van de aandeelhouders en certificaathouders. Aan ieder van dezen wordt desgevraagd afschrift of uittreksel van deze aantekeningen verstrekt tegen ten hoogste de kostprijs.

BESLUITVORMING.

Artikel 25.

1. Ieder aandeel, niet zijnde een stemrechtloos aandeel, geeft recht op het uitbrengen van één stem.
2. Alle besluiten van de algemene vergadering waaromtrent bij de wet of bij deze statuten geen grotere meerderheid is voorgeschreven, worden genomen bij volstrekte meerderheid van de uitgebrachte stemmen.
3. Stemming over zaken geschiedt mondeling, over bestuurders wordt bij ongetekende briefjes gestemd.
4. Bij staking van stemmen is het voorstel verworpen.
5. Blanco stemmen worden als niet uitgebrachte stemmen beschouwd.
6. Voor een aandeel dat toebehoort aan de vennootschap of aan een dochtermaatschappij daarvan, kan in de algemene vergadering geen stem worden uitgebracht; evenmin voor een aandeel waarvan een hunner de certificaten houdt. Vruchtgebruikers en pandhouders van aandelen, die aan de vennootschap en haar dochtermaatschappijen toebehoren, zijn evenwel niet van hun stemrecht uitgesloten, indien het vruchtgebruik of pandrecht was gevestigd voordat het aandeel aan de vennootschap of een dochtermaatschappij daarvan toebehoorde. De vennootschap of een dochtermaatschappij daarvan kan geen stem

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uitbrengen voor een aandeel waarop zij een recht van vruchtgebruik of een pandrecht heeft. Bij de vaststelling in hoeverre het kapitaal ter vergadering vertegenwoordigd is, wordt geen rekening gehouden met aandelen, waarvoor op grond van het vorenstaande geen stem kan worden uitgebracht. ---

7. Indien zulks bij de oproeping is vermeld is iedere aandeelhouder bevoegd om, in persoon of bij schriftelijk gevolmachtigde, door middel van een elektronisch communicatiemiddel aan de algemene vergadering deel te nemen, daarin het woord te voeren en het stemrecht uit te oefenen, mits de aandeelhouder via het elektronisch communicatiemiddel kan worden geïdentificeerd, rechtstreeks kan kennisnemen van de verhandelingen ter vergadering en kan deelnemen aan de beraadslaging en het stemrecht kan uitoefenen. ---
8. De algemene vergadering is bevoegd bij reglement voorwaarden te stellen aan het gebruik van het elektronische communicatiemiddel. Indien de algemene vergadering van deze bevoegdheid gebruik heeft gemaakt, worden de voorwaarden bij de oproeping bekend gemaakt. ---
9. De leden 7 en 8 zijn van overeenkomstige toepassing op een certificaathouder. ---

BESLUITVORMING BUITEN DE ALGEMENE VERGADERING. ---

Artikel 26. ---

1. Besluitvorming van aandeelhouders kan op andere wijze dan in een vergadering geschieden, mits alle vergadergerechtigden met deze wijze van besluitvorming schriftelijk of langs elektronische weg hebben ingestemd. De stemmen worden schriftelijk uitgebracht. Aan het vereiste van schriftelijkheid van de stemmen wordt tevens voldaan indien het besluit onder vermelding van de wijze waarop ieder der aandeelhouders heeft gestemd schriftelijk of elektronisch is vastgelegd. De bestuurders worden voorafgaand aan de besluitvorming in de gelegenheid gesteld om advies uit te brengen. ---
2. Indien besluitvorming plaatsvindt overeenkomstig lid 1 zijn alle vereisten omtrent quorum en gekwalificeerde meerderheid zoals bij de wet of deze statuten bepaald van overeenkomstige toepassing, met dien verstande dat buiten vergadering ten minste zoveel stemmen dienen te worden uitgebracht als het quorum vereist voor het desbetreffende besluit. ---

BIJZONDERE BESLUITEN. ---

Artikel 27. ---

1. Besluiten tot wijziging van deze statuten, fusie, splitsing, uitgifte van aandelen, overdracht van de bevoegdheid van de algemene vergadering tot uitgifte van aandelen aan een ander orgaan van de vennootschap, beperking of uitsluiting van het voorkeursrecht bij uitgifte van aandelen of tot ontbinding van de vennootschap kunnen slechts worden genomen in een algemene vergadering, waarin ten minste twee derden van het geplaatste kapitaal vertegenwoordigd is, met een meerderheid van ten minste drie vierden van de uitgebrachte stemmen. ---
2. Is dit kapitaal niet vertegenwoordigd, dan wordt een nieuwe vergadering bijeengeroepen, te houden binnen één maand na de eerste, maar niet eerder dan acht dagen daarna, waarin ongeacht het dan vertegenwoordigde kapitaal, de in lid 1 bedoelde besluiten kunnen worden genomen met een meerderheid van ten minste drie vierden van de uitgebrachte stemmen. Bij de oproeping tot deze nieuwe vergadering moet worden vermeld dat het een tweede vergadering betreft met inachtneming van het in artikel 2:230 lid 3 Burgerlijk Wetboek bepaalde. ---
3. Een statutaire regeling waarbij aan certificaathouders vergaderrecht is toegekend kan slechts met instemming van de betrokken certificaathouders worden gewijzigd. De vorige zin is van overeenkomstige toepassing op vruchtgebruikers en pandhouders. ---

KENNISGEVINGEN EN MEDEDELINGEN. ---

Artikel 28. ---

Mededelingen die krachtens de wet of de statuten aan de algemene vergadering moeten worden gericht, kunnen geschieden door middel van opneming in de oproepingsbrieven. ---

ONTBINDING. ---

Artikel 29. ---

1. Na ontbinding van de vennootschap geschiedt de vereffening door de bestuurders, tenzij de algemene vergadering anders bepaalt. ---
2. Gedurende de vereffening blijven de bepalingen van deze statuten zoveel mogelijk van kracht. Het daarin bepaalde omtrent bestuurders is dan van toepassing op de vereffenaars.
3. Hetgeen na de voldoening van de schuldeisers van het vermogen van de ontbonden vennootschap is overgebleven wordt uitgekeerd aan de aandeelhouders in verhouding tot ieders bezit aan aandelen. ---
4. De vennootschap blijft na haar ontbinding voortbestaan voor zover dit tot vereffening van ---

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haar vermogen nodig is. ---

OVERIGE BEVOEGDHEDEN. ---

Artikel 30. ---

Aan de algemene vergadering behoort, binnen de door de wet en deze statuten gestelde grenzen, alle bevoegdheid, die niet aan anderen is toegekend. ---

SLOTBEPALINGEN ---

- Het geplaatste kapitaal bedraagt onmiddellijk voor het passeren van deze akte vijfenzeventig miljoen euro (€ 75.000.000,00), verdeeld in vijfenzeventigduizend (75.000) aandelen van elk éénduizend euro (€ 1.000,00). ---
- Bij de onderhavige statutenwijziging wordt het totaal geplaatst aandelen kapitaal verlaagd tot achtennegentig miljoen zevenhonderdzesduizend Verenigde Staten Dollar (USD 98.706.000,00) en worden de vijfenzeventigduizend (75.000) aandelen samengevoegd en verdeeld in achtennegentig miljoen zevenhonderdzesduizend (98.706.000) aandelen elk met een nominale waarde van één Verenigde Staten dollar (USD 1,00). ---
- Het door vermindering vrijkomende bedrag zal worden geboekt op de agio reserve. ---
- Met het van kracht worden van deze statutenwijziging bedraagt het geplaatste kapitaal achtennegentig miljoen zevenhonderdzesduizend Verenigde Staten Dollar (USD 98.706.000,00) bestaande uit achtennegentig miljoen zevenhonderdzesduizend (98.706.000) aandelen, elk met een nominale waarde van één Verenigde Staten dollar (USD 1,00). ---
- De algemene vergadering heeft comparante gemachtigd de onderhavige statutenwijziging bij notariële akte te doen blijken. ---

Aan deze akte wordt een document gehecht waaruit het besluit van de algemene vergadering van de vennootschap tot wijziging van de statuten blijkt. ---

De comparante is mij, notaris, bekend en haar identiteit is voorzover nodig door mij, notaris, vastgesteld aan de hand van het hiervoor vermelde legitimatiebewijs. ---

WAARVAN AKTE, in minuut opgemaakt, is verleden te Hilversum op de datum in het hoofd dezer akte vermeld. ---

Na zakelijke opgave van de inhoud van deze akte en toelichting aan de comparante, heeft deze verklaard van die inhoud te hebben kennis genomen en op de volledige voorlezing daarvan geen prijs te stellen. ---

Vervolgens is deze akte na beperkte voorlezing door de comparante en mij, notaris, ondertekend. ---

(Volgt ondertekening door comparante en notaris)

UITGEGEVEN VOOR AFSCHRIFT

Mr J.G.M. Ruijgrok notaris te Hilversum

unofficial translation

DEED OF AMENDMENT OF THE ARTICLES OF ASSOCIATION OF ANGLO AMERICAN NETHERLANDS B.V.

Today, the eighteenth of December two thousand and twelve,
appears before me, JOHANNES GERARDUS MARIA RUIJGROK, civil law notary practising in Hilversum:
Christa Martine van Brussel, born in Enschede (the Netherlands) on the twenty-seventh day of January nineteen hundred and seventy-six, employed and choosing residence at the offices of me, notary.
The appearer declares:

- The private company with limited liability:
  ANGLO AMERICAN NETHERLANDS B.V., with statutory seat in Maastricht (the Netherlands), and offices at Maastricht, Stationsplein 8 K, postal code 6221 BT, registered with the trade register of the Chamber of Commerce under number 33139747 ("**the company**"), has been incorporated on the second of August nineteen hundred and seventy-four.
  The articles of association were most recently amended by deed, executed on the tenth of March two thousand and eleven by J.G.M. Ruijgrok, civil law notary practising in Hilversum.
- On the thirteenth of December two thousand and twelve the general meeting of the company has resolved to amend the articles of association of the company as mentioned hereafter.

In giving effect to these resolutions, the appearer declared to amend the articles of association of the company in such a way that they entirely shall read as follows:

ARTICLES OF ASSOCIATION:

NAME AND REGISTERED OFFICE

Article 1

1. The name of the company is: **Anglo American Netherlands B.V.**.
2. The company has its registered office in Maastricht.

OBJECT

Article 2

The objects of the company are:

a. to undertake any and all activities in connection with the exploration, the exploitation and the mining of any and all natural resources;
b. to participate in, to conduct the management of and to finance other companies and business enterprises, of any nature whatsoever;
c. to invest capital;
d. to execute and to render cooperation to the execution of pension plans and other arrangements regarding payments;
e. to render management services and to give advice regarding management and organization and other services and advice;
f. to acquire, conduct the management of, administer, operate, encumber and dispose of operating assets and other assets, including but not limited to real estate;
g. to take up loans and to grant loans, to furnish security, including security for the debts of other parties;
h. to acquire, conduct the management of, administer industrial and intellectual property rights-including patent rights, trademarks, design rights, copyrights and rights related thereto,

together with all activities which are incidental to or which may be conducive to any of the foregoing.

CAPITAL AND SHARES

Article 3

The capital of the company consists of one or more shares of one United States Dollar (USD 1) each. The voting rights on these shares may be exercised in the general meeting unless it has been provided when the shares are issued that they do not carry any voting rights in the general meeting. The latter shares are described in these articles of association as non-voting shares.

Article 4

1. *The shares are registered shares and are numbered consecutively starting at 1. The number* serves as a description.
2. *Share certificates may be issued.*

Article 5

1. a. *The issue of shares (including the granting of rights to subscribe for shares) shall be* effectuated pursuant to a resolution of the general meeting.
   b. *The general meeting shall in such resolution also determine whether voting rights in the* general meeting are attached to the issued shares or not, as well as the price and conditions of the issue, in accordance with these articles of association.
   c. The issue price may not be below par value.
   d. The general meeting may delegate its power to pass the resolutions referred to at sub a and sub b to another corporate body of the company and may revoke this delegation.
   e. The issue of a share also requires an instrument intended for this purpose and executed before a civil law notary practising in the Netherlands, to which the persons concerned are parties.
2. Upon the issue of shares each shareholder shall have a right of pre-emption in proportion to the aggregate amount of his shares, subject to the provisions of the law. The right of pre-emption is not transferable. The right of pre-emption may be limited or excluded, on each occasion for a single issue, by the corporate body competent to issue shares.

Article 6

1. The nominal amount must be paid up when subscribing for a share. It may be stipulated that the nominal amount, or a part thereof, need be paid up only after expiry of a stipulated time or when the managing board requests such payment.
2. Payment for shares shall be made in cash in so far as no other form of contribution has been agreed. Payment may be made in another currency than the currency of the nominal amount of the shares only with the consent of the managing board.

REGISTER OF SHAREHOLDERS

Article 7

1. The managing board shall keep a register containing:
   a. the names and addresses of all shareholders;
   b. the number of shares held by them, together with the date on which they acquired the shares and the date of acknowledgement or service;
   c. the amount paid up on each share;
   d. the names and addresses of those who have a right of usufruct or pledge in respect of the shares, together with the date on which they acquired the right, the date of acknowledgement or service, and specification of the rights attached to the shares to which they are entitled in accordance with Article 8;
   e. which shareholders are not bound by a requirement or obligation under the articles of association;
   f. whether shares are non-voting;
   g. the names and addresses of the depository receipts holders with the right to attend and address the general meeting, together with the date on which they acquired the right to attend and address the general meeting and the date of acknowledgement or service;
   h. other information which must be entered in the register by law.
2. The register shall be regularly updated, provided that every change to the particulars referred to in paragraph 1 should be noted in the register as quickly as possible. The register shall also contain a note of every discharge from liability granted in respect of payments not yet made, together with the date on which the discharge is granted.
3. Shareholders and others whose data have to be entered in the register pursuant to this article shall supply the managing board with the necessary data in good time. If also an electronic address is disclosed with the intention to record this in the register of shareholders, this includes the consent to receive all announcements and notifications as well as convocations for meetings by electronic mail.
4. The managing board shall, upon request, issue to the person referred to above in paragraph 1 an extract from the register relating to his right to a share. If the share is subject to a right

of usufruct or a pledge, the extract shall specify who is entitled to the rights referred to in Article 8.

5. The managing board shall deposit the register at the office of the company for inspection by the persons with the right to attend and address the general meeting. For the purposes of these articles of association persons entitled to attend and address the meeting are deemed to be shareholders, usufructuaries and pledgees entitled to the rights referred to in Article 8, paragraph 3, and by the holders of depositary receipts issued for shares which carry the right to attend and address meetings by or pursuant to the articles of association. The particulars contained in the register in respect of shares that have not been paid up in full shall be available for public inspection; a copy or extract of such particulars shall be issued at no more than cost price.

USUFRUCT/PLEDGE

Article 8

1. A usufruct may be created on shares. The voting rights on shares subject to a usufruct is vested in the shareholder in as far as such shares carry voting rights. Notwithstanding this provision, the usufructuary shall have the voting rights attached to the shares if this has been stipulated when the usufruct is created or afterwards has been agreed in writing by the shareholder and usufructuary, provided that both this provision and (in the event of transfer of the usufruct) the transmission of the voting rights have been approved by the general meeting.
   Article 13 paragraph 2 shall apply *mutatis mutandis* to the aforementioned written agreement.
2. Shares may be pledged. The shareholder has the voting rights on shares which have been pledged in so far as such shares carry the voting rights. Notwithstanding this provision, the pledgee will have the voting rights attached to the shares if so provided when the pledge was created, whether or not subject to a condition precedent, or if this has been agreed later in writing between the shareholder and the pledgee.
   Article 13 paragraph 2 shall apply *mutatis mutandis* to the aforementioned written agreement.
3. The shareholder who has no voting rights and the usufructuary or pledgee who has voting rights shall have the right to attend and address the general meeting. The usufructuary or pledgee who does not have voting rights shall not have the right to attend and address the general meeting unless a provision to the contrary is made when the usufruct or pledge is created or transferred.

DEPOSITARY RECEIPTS

Article 9

1. The general meeting may attach the right to attend and address the general meeting to depositary receipts for shares in the company. The general meeting may, with the approval of the depository receipts holders concerned take away the right to attend and address the meeting.
2. Depositary receipts for shares may not be issued to bearer. If this provision has been breached, the rights attached to the relevant shares may not be exercised as long as the bearer receipts are outstanding.

JOINT PROPERTY

Article 10

If shares, encumbrances on shares or depositary receipts issued for shares are held jointly, the persons jointly entitled may be represented in dealings with the company only by one person notified to the company in writing.

ACQUISITION OF OWN SHARES

Article 11

1. The acquisition by the company of shares in its capital that have not been fully paid up shall render such acquisition void.
2. The company may not acquire fully paid up shares in its own capital if the net assets of the company, less the acquisition price, are less than the reserves that must be kept by law or under the articles of association or if the managing board knows or should reasonably

foresee that the company will be unable to continue paying its due debts after the acquisition of the shares. The above is not applicable if the shares are acquired by the company free of charge.

3. The preceding paragraphs shall not apply to shares acquired by the company by universal succession.
4. For the purposes of this Article, the term share shall be deemed to include depositary receipts issued for shares.
5. Any acquisition by the company of shares in its capital shall also always be carried out in accordance with the relevant provisions of the law.

CAPITAL REDUCTION

Article 12

1. The general meeting may decide to reduce the issued capital by cancelling shares or by reducing the nominal value of shares through an amendment of the articles of association.
2. Any such resolution shall specify the shares to which it relates and must regulate the implementation of the resolution.
3. Any reduction of capital shall also always be carried out in accordance with the relevant provisions of the law.

TRANSFER OF SHARES

Article 13

1. A transfer of shares or of an encumbrance on shares requires an instrument of transfer to which the persons concerned are party and which is executed for this purpose before a civil law notary practising in the Netherlands.
2. The transfer of a share has effect by law against the company. Except where the company is also party to the juristic act, the rights attaching to the shares may be exercised only after the company has acknowledged the juristic act or the instrument has been served on it in accordance with the relevant statutory provisions or after the company has acknowledged the transfer by registration in the register of shareholders referred to in Article 7.

RESTRICTIONS ON TRANSFER / APPROVAL GENERAL MEETING

Article 14

1. Every transfer of shares may take place only after the general meeting has approved of the transfer.
2. A shareholder who wishes to transfer one or more shares, referred to below as: "**the applicant**", shall notify the managing board which shares he wishes to transfer and to whom. Such notification shall constitute as a request to the general meeting to approve this transfer.
3. The managing board shall be obliged to call a general meeting and to hold a general meeting within six weeks after it received the notification as mentioned in the abovementioned paragraph. The notice for calling the meeting shall mention the contents of the notification.
4. The approval is deemed to be granted if:
   a. the general meeting has not informed the applicant within three months in writing of its decision after receiving the request mentioned in paragraph 2;
   b. at withholding the approval it does not simultaneously designates one or more interested parties in writing, who are prepared and able to purchase all shares the applicant intends to transfer for a cash price;
   c. the situation of the last sentence of article 15 paragraph 4 occurs.

   The company itself may only be an interested party if the applicant has agreed thereto.
5. Within three months after the notification of approval is granted or is deemed to be granted, the intended transfer of the applicant may take place. The three month period will also start after the notification which is deemed to be considered as an approval, after lapse of the term mentioned in paragraph 4 sub a or after the situation as mentioned in article 15 paragraph 4.
6. As indicated in paragraph 4 sub b, if the general meeting withholds its approval it shall have to designate an interested party. If the applicant does not want to transfer the shares to the interested party(ies) designated by the general meeting, he has the right to withdraw within

one month of being informed of the identity of the interested party(ies).

DETERMINATION OF THE PURCHASE PRICE

Article 15

1. The share price of the shares which shall be sold to the interested party(ies) as a result of article 14 paragraph 4 sub b shall, unless the shareholder and the interested party(ies) agree otherwise, be determined by one or more independent experts to be appointed by the applicant and the interested party(ies) by mutual agreement. If the applicant and the interested party(ies) fail to reach agreement on this matter within two weeks of receipt of notice of the proposed transfer referred to in article 14, any party may apply to the chairman of the Chamber of Commerce of the trade register in which the company has to be registered for the appointment of one or more independent experts.
2. The expert(s) referred to in the preceding paragraph shall be entitled to inspect all books and documents of the company and to obtain any information which may assist him (them) in their valuation.
3. When determining the price, the expert(s) referred to in paragraph 1 shall decide fairly who will bear the costs of the valuation. He (They) may indicate that one of the *determinants* is whether or not the applicant and/or the interested party(ies) withdraws.
4. The applicant and the interested party(ies) may withdraw provided they do so within one month after they have been notified of the amount of the share price as determined by the expert(s). If the interested party(ies) withdraw and as a result not all shares shall be purchased, the requested approval is deemed to be granted.
5. The shares purchased shall be transferred, in consideration of simultaneous payment of the purchase price, within eight calendar days of the expiry of the period during which the offer may be withdrawn.
6. The provisions of article 14 and this article shall, as far as possible, apply *mutatis mutandis* to the disposal by the company of shares purchased or otherwise acquired by it.
7. The provisions of article 14 and this article shall not apply if the shareholder is obliged by law to transfer a share to a former shareholder.

MANAGEMENT

Article 16

1. The company shall have a managing board consisting of such number of managing directors (one or more) as may be determined by the general meeting.
2. Managing directors shall be appointed by the general meeting and may be suspended or dismissed by the general meeting at any time.
3. The managing board is charged with the management of the company. In performing their duties the managing directors shall be guided by the interests of the company and its business.
   The managing board shall act in accordance with the instructions of the general meeting. The managing board is bound to follow the instructions unless they are contrary to the interests of the company and its business.
   The general meeting may pass a resolution that particular decisions to be taken by the managing board are subject to the prior approval of the general meeting. These decisions should be clearly defined and notified in writing to the managing board.
4. The managing board may adopt written bye-laws containing more detailed rules on its decision-making and describing the specific remit of each managing director. These bye-laws may provide that one or more managing directors may validly take decisions on matters coming within their remit.
5. All resolutions of the managing board for which no greater majority is prescribed in the bye-laws need to be passed by an absolute majority of the votes cast. A managing director may not take part in the deliberations and voting if he has a personal interest which conflicts directly or indirectly with the interest referred to in paragraph 3. If this makes it impossible for the managing board to pass a resolution the managing board is authorised to pass the resolution after all.
6. If there is a vacancy on the board or a managing director is unable to act, the other managing directors shall remain responsible for the management. If all the positions are

vacant or all the managing directors are unable to act, one person designated for this purpose by the general meeting will be temporarily responsible for the management. Even where one or more but not all the positions are vacant or one or more but not all the managing directors are unable to act, the general meeting may appoint a person as referred to in the previous sentence to be charged with a share of responsibility for the management of the company.

7. The remuneration and others terms and conditions of employment will be determined by the general meeting for each managing director separately.

REPRESENTATION

Article 17

The managing board shall represent the company. Two managing directors acting together also have the authority to represent the company.

ANNUAL ACCOUNTS

Article 18

1. The financial year of the company shall coincide with the calendar year.
2. Annual accounts shall be prepared by the managing board and deposited at the office of the company for inspection by the shareholders each year within five months of the end of the financial year of the company, except where this period is extended by the general meeting for a maximum of six months on the grounds of special circumstances.
   If required by law the managing board shall also deposit the annual report for inspection, within this period.
   The annual accounts shall be signed by all the managing directors.
   If any signature is missing, this fact and the reason for it shall be stated.
3. a. The company is authorised to commission an audit of the annual accounts, provided that the company is obliged to do so if it is required by law. The general meeting is empowered to commission the audit. If the general meeting fails to do so, the managing board may also exercise this power.
   The commission may be withdrawn at any time by the general meeting or by the person who gave it.
   b. If required by law, the commission shall be given to an auditor authorised thereto by law. The appointment of an auditor shall not be limited to any restricted list of candidates.
   c. The person so commissioned shall submit his audit report to the managing board in writing.
4. The company shall ensure that the annual accounts, and in as far as it is drafted, the annual report and information to be added pursuant to Article 2:392, paragraph 1, of the Dutch Civil Code (*Burgerlijk Wetboek*) are present at its registered office from the day of the notice calling the general meeting. Shareholders and other persons with the right to attend the general meeting may inspect the documents there and obtain a copy free of charge.

ADOPTION OF THE FINANCIAL STATEMENTS

Article 19

1. The annual accounts are adopted by the general meeting.
   The annual report, if required, is adopted by the managing board.
2. After the resolution to adopt the annual accounts has been passed, a resolution shall be put to the general meeting to discharge the managing directors from liability for their management during the financial year concerned, in so far as such management is evident from the annual accounts or has been made known to the general meeting.

APPROPRIATION OF PROFIT

Article 20

1. The general meeting is competent to appropriate the profit as determined by the adoption of the annual accounts and to determine distributions in so far as the net assets of the company exceed the reserves which have to be kept by law or under these articles of association.
2. When the amount to be distributed on each share is calculated, each share will be entitled to an equal part of the amount distributed, with due observance of paragraph 6 and 7. The

provisions of the previous sentence may always be waived with the consent of all shareholders.

3. A resolution to make a distribution will not have consequences as long as it has not been approved by the managing board. The managing board may withhold its approval only if it knows or has good reason to expect that the company will be unable to continue paying its due debts after the distribution.
4. If the company is unable to continue paying its due debts after a distribution, the managing directors who knew or should reasonably have foreseen this at the time of the distribution will be jointly and severally liable to the company for the shortfall which occurs as a result of the distribution, together with the statutory interest from the day of the distribution. Article 2:248, paragraph 5, of the Dutch Civil Code applies *mutatis mutandis.* A managing director who proves that he is not to blame for the distribution made by the company and that he was not negligent by having failed to take measures to mitigate the consequences thereof will not be liable. A recipient of the distribution who knew or should reasonably have foreseen that the company would not be able to continue paying its due debts after the distribution will be obliged to make up the shortfall caused by the distribution, each such person being liable for not more than the amount or the value of the distribution received by him together with the statutory interest from the day of the distribution. If the managing directors have already paid the claim referred to in the first sentence, the reimbursement referred to in the third sentence will be made to the managing directors in proportion to the part paid by each of them. The debtor has no right of set-off in the case of a debt as referred to in the first or third sentence. The provisions of this paragraph do not apply to distributions in the form of shares in the capital of the company or amounts credited on shares that are not fully paid up.
5. For the purposes of paragraph 3 a person who has determined or helped to determine the policy of the company as though he were a managing director will be equated with a managing director. The claim cannot be instituted against an administrator appointed by the court.
6. Shares held by the company in its own capital or for which it holds the depositary receipts *for shares* will not be included for the purpose of calculating a distribution of profits, unless such shares or depositary receipts *for shares* are subject to a usufruct or pledge or depositary receipts *for shares* have been issued for such shares, as a consequence of which the usufructuary, pledgee or depositary receipt holder is entitled to the profits.
7. Only the amounts mandatorily paid up on the par value of the shares may be taken into account when calculating the amount that will be distributed on each share. The provisions of the previous sentence may always be waived with the consent of all shareholders.
8. The company may also make interim distributions. The provisions of this article will then apply *mutatis mutandis.*

DIVIDEND

Article 21

The dividend may be claimed by the shareholders one month after its declaration, unless the general meeting fixes another period to have the dividend paid out. This period may be shorter or longer. If the shareholder does not claim the dividend to which he is entitled within ten years after it is payable by the company such claims shall be barred.

A dividend not claimed by the shareholder entitled to it within ten years of the date on which it is payable shall revert to the company.

GENERAL MEETING

Article 22

1. General meetings of shareholders shall be held in the Netherlands in the municipality where the company has its registered office, Amsterdam, Schiphol.
2. At least one general meeting shall be held annually or a resolution as referred to in article 26 will be passed.
   Resolutions on the following matters must be passed either at a meeting or otherwise:
   a. the annual accounts;
   b. if required by law, the annual report;
   c. the resolution to discharge the managing directors from liability for their management

during the relevant financial year, in so far as such management is evident from the annual accounts or has been made known to the general meeting.

d. items tabled by the managing board
e. items tabled at the written request by one or more persons with the right to attend and address the general meeting and who either alone or together, represent at least one hundredth part of the issued capital; provided that the company has received the request no later than the thirtieth day before the day of the meeting, that this would not be contrary to any important interest of the company and that the items are included in the notice calling the meeting or announced in the same manner as the items referred to at d. above;
f. any other business, subject to the proviso that no legally valid resolutions may be passed in respect of business not specified in the notice calling the meeting or in any supplementary notice sent within the period prescribed for giving notice of the meeting, unless all persons with rights to attend and address the general meeting have consented to such decision-making on these items and that the managing directors have had the opportunity to advise prior to the decision-making.

3. Where a resolution providing for an extension as referred to in Article 18, paragraph 2, is passed, the meeting at which the annual accounts and annual report, if required, are to be dealt with shall be postponed in accordance with that resolution.
4. Other general meetings shall be held as frequently as the managing board calls them. The managing board shall be obliged to call a general meeting if it receives a written request to this effect, accurately specifying the items to be dealt with, from one or more persons with the right to attend and address the general meeting representing at least one hundredth' of the issued capital. The request is deemed to be in writing if the request has been recorded electronically. The managing board shall take the necessary measures to enable the general meeting to be held within four weeks of the request, unless this would be contrary to an important interest of the company.

CALLING GENERAL MEETINGS

Article 23

1. Each person with the right to attend and address the general meeting may do so either in person or represented by a person holding a written proxy. The requirement that the proxy be in writing will be deemed to be fulfilled if the proxy is recorded electronically.
   Shares which by law carry no voting rights shall not be taken into account in determining to what extent a shareholder is present or represented.
2. The notice calling a general meeting shall be sent to the addresses of the persons with the right to attend and address the general meeting as listed in the register of shareholders.
3. If the person with the right to attend and address the general meeting agrees, the notice may be sent electronically, in the form of a legible and reproducible message to the address notified by him for this purpose to the company.
4. The notice calling the meeting shall specify the items to be dealt with. Participation and voting in general meetings can take place by means of an electronic means of communication if this is stated in the notice calling the meeting.
5. A valid resolution may not be passed on items not announced in the notice calling the meeting and sent within the period prescribed for notice of such meeting, unless all persons entitled to attend and address meetings have agreed that a decision will be taken on these items and the managing directors have been given the opportunity to advise on this prior to the decision-making.
6. Notice of a meeting shall be given no later than on the eighth day before the day of the meeting. If the notice calling the meeting was not sent, or was not sent within the period prescribed for notice of such meeting, no legally valid resolutions may be passed unless all persons entitled to attend and address meetings have agreed that a decision will be taken on these items and the managing directors have been given the opportunity to advise on this prior to the decision-making.
7. Each managing director is entitled to attend the general meeting and act there in an advisory capacity..

CHAIRING THE GENERAL MEETING

Article 24

1. The general meeting shall itself appoint a chairman. Until that moment the meeting shall be chaired temporarily by the oldest managing director (in age) present at the meeting or, in the absence of any such director, by the oldest person present at the meeting. The minutes of the meeting shall be kept by a secretary appointed by the chairman.
2. Both the chairman and the person who has called the general meeting may direct that a notarised record of the proceedings at the meeting be drawn up. The notarised record shall be countersigned by the chairman. The costs thereof shall be borne by the company.
3. If a notarised record is not drawn up, the minutes of the general meeting shall be adopted by the chairman and the secretary and signed by them in confirmation thereof.
4. The managing board shall keep a record of the resolutions passed by the general meeting. If the managing board is not represented at the general meeting, a copy of the resolutions passed shall be supplied to the managing board by or on behalf of the chairman of the meeting as soon as possible after the meeting. Such record shall be kept at the office of the company for inspection by the shareholders and depositary receipt holders. Each of them shall be issued, on request, with a copy of or extract from such record at not more than cost price.

PASSING OF RESOLUTIONS

Article 25

1. Each share other than a non-voting share entitles to cast one vote.
2. All resolutions of the general meeting shall be adopted by an absolute majority of the votes cast, except where a larger majority is required by law or by these articles of association.
3. Votes shall be cast orally in respect of business and shall be cast by unsigned ballot papers in respect of the appointment of managing directors.
4. In the case of a tied vote the resolution shall be deemed to be rejected.
5. Blank votes shall be deemed not to have been cast.
6. No vote may be cast at a general meeting for a share belonging to the company or a subsidiary thereof, nor for a share for which the company or a subsidiary thereof holds the depositary receipts. Usufructuaries and pledgees of shares belonging to the company or its subsidiaries are, however, not precluded from exercising their right to vote if the usufruct or pledge was created before the share belonged to the company or a subsidiary thereof.
   The company or a subsidiary thereof may not cast a vote for a share in respect of which it possesses a usufruct or pledge.
   Shares for which no voting rights may be exercised pursuant to the above shall not be taken into account in determining to what extent capital is represented at the general meeting.
7. If so stated in the notice calling a general meeting, each shareholder may, either in person or through a proxy appointed in writing, attend, speak and vote in the general meeting by means of an electronic means of communication, provided that such electronic means of communication enables the shareholder to be identified, to take direct note of the proceedings at the meeting, to participate in the deliberations and can exercise the voting rights.
8. The general meeting may adopt rules setting out conditions for the use of electronic means of communication. If the general meeting has exercised this power, the conditions shall be announced in the notice calling the meeting.
9. Paragraphs 7 and 8 shall apply by analogy to a depositary receipt holder.

PASSING OF RESOLUTIONS OTHER THAN IN A GENERAL MEETING

Article 26

1. Resolutions of shareholders may be voted upon other than at a meeting provided that all persons entitled to attend and address meetings have consented in writing or electronically to this form of voting. The votes shall be cast in writing. The requirement that votes be in writing will be deemed to have been fulfilled if the resolution, including a statement of the manner in which each of the shareholders has voted, is recorded in writing or electronically. The managing directors shall be given the opportunity to advise on this before the resolution is put to the vote.

2. If voting on resolutions takes place in accordance with paragraph 1 all requirements concerning a quorum and qualified majority as provided for by law or in these articles of association shall apply *mutatis mutandis*, provided that the number of votes cast other than in a meeting should be at least equal to the quorum required for the relevant resolution.

SPECIAL RESOLUTIONS

Article 27

1. Resolutions to amend these articles of association, merge, split-up, issue shares, transfer the authority of the general meeting to issue shares to another body of the company, restrict or exclude the pre-emptive right at the issue of shares or to wind up the company may be passed only at a general meeting at which not less than two thirds of the issued capital is represented and by a majority of at least three quarters of the votes cast.
2. If this capital is not represented, another meeting shall be called and held within one month of - but no earlier than eight calendar days after - the first meeting. At this second meeting a resolution as referred to in paragraph 1 may be passed by a majority of not less than three quarters of the votes cast, irrespective of the proportion of capital represented at such meeting.
   The notice calling this new meeting has to state that it is a second meeting for the purposes of Article 2:230, paragraph 3, of the Dutch Civil Code (*Burgerlijk Wetboek*).
3. A provision of the articles of association granting depositary receipt holders the right to attend and address meetings may be altered only with the consent of the depositary receipt holders concerned. The previous sentence applies *mutatis mutandis* to usufructuaries and pledgees.

NOTICES AND NOTIFICATIONS

Article 28

Notifications which must, by law, be addressed to the general meeting may be sent by inclusion in the notices calling a meeting.

DISSOLUTION

Article 29

1. After the company is dissolved, its liquidation shall be carried out by the managing directors, unless the general meeting decides otherwise.
2. During the dissolution, the provisions of these articles of association shall remain in force as far as possible. The provisions thereof concerning the managing directors shall then apply to the liquidators.
3. Any assets of the dissolved company remaining after payment of the creditors shall be distributed to the shareholders in proportion to the shares held by each of them.
4. The company shall continue to exist after its dissolution in so far as this is necessary for the liquidation of its assets.

FINAL PROVISION

Article 30

Any powers not conferred on other persons shall, within the limits of the law and these articles of association, be vested in the general meeting.

FINAL PROVISIONS

- Immediately before execution of this deed of amendment the issued share capital of the company amounts to seventy-five million euro (€ 75,000,000.00), divided into seventy-five thousand (75,000) shares, each with a nominal value of one thousand euro (€ 1,000.00).
- At the present amendment of the articles of association the total issued share capital of the company shall be lowered to ninety-eight million seven hundred and six thousand United States dollars (USD 98,706,000.00) and the seventy-five thousand (75,000) shares will be aggregated and divided into ninety-eight million seven hundred and six thousand (98,706,000) shares with a nominal value of one United States dollar (USD 1.00) each.
- The amount released by the reduction shall be credited to the premium reserves of the company.
- At the moment that this amendment of the articles of association shall have effect, the issued share capital of the company shall consist of ninety-eight million seven hundred and six thousand United States dollars (USD 98,706,000.00) divided into ninety-eight million

seven hundred and six thousand (98,706,000) shares, with a nominal value of one United States dollar (USD 1.00) each.

- The general meeting of the company has authorised the appearer to establish the current amendments of the articles of association by notarial deed.

The appearer is known to me, notary, and her identity was established by me, notary, on the basis of the proof of identity aforementioned.
THIS DEED, drawn up to be kept in the notary's custody was executed in Hilversum on the date first above written.
Before reading out, a concise summary of the contents of this instrument and explanation was given to the person appearing. She then declared that she has noted the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the person appearing and by me, notary.

DEED OF ISSUE OF SHARES
ANGLO AMERICAN NETHERLANDS B.V.

Today, the twenty-third of February two thousand and sixteen, ------------------------------------
appear before me, JOHANNES GERARDUS MARIA RUIJGROK, civil law notary, practising in -- Hilversum: --

1. Christa Martine van Brussel, born in Enschede (the Netherlands) on the twenty-seventh of - January nineteen hundred and seventy-six, employed and choosing residence at the offices of me, notary, acting in this matter as written proxy of the private company with limited ------ liability: --
   ANGLO AMERICAN NETHERLANDS B.V., with statutory seat in Maastricht, and offices in - *Maastricht, Stationsplein 8 K, postal code 6221 BT, registered with the trade register of the* Chamber of Commerce under number 33139747, and as such representing that company -- (**"the Company"**); --
2. Marloes Philippine Marie Gelhard, born in Leidschendam (the Netherlands) on the thirty-first of October nineteen hundred and seventy, employed and choosing residence at the offices of me, notary, acting in this matter as written proxy of: --
   ANGLO AMERICAN INTERNATIONAL B.V., with statutory seat in Maastricht, and offices in Maastricht, Stationsplein 8 K, postal code 6221 BT, registered with the Dutch trade register under number 33241972, and as such representing that company (**"the Shareholder"**). ----

The appearers, *acting in their aforementioned capacities,* consider that: ----------------------------
The Company wishes to issue the shares described hereinafter in article 1.1 in the share capital of the Company (**"the Shares"**) to the Shareholder, who wishes to accept the Shares, ------------ and subsequently declare the following: --

RESOLUTION TO ISSUE SHARES. ---

Article 1 --

1. On the eighteenth of February two thousand and sixteen, the general meeting of the -------- Company decided to issue to the Shareholder seven thousand two hundred (7,200) shares in the share capital of the Company, numbered 98,712,181 up to and including 98,719,380, each having a nominal value of one United States dollar ($ 1.00), under the following terms and conditions: ---
   i. payment on the Shares shall be made by payment to the Company of seven hundred - and twenty million three hundred thousand United States dollar ($ 720,300,000.00) ---- (**"the Payment Obligation"**); ---
   ii. the difference between the nominal value of the Shares and the Payment Obligation will be considered as share premium. ---
2. Upon issue of the Shares, shareholders of the Company have a pre-emptive right to the --- Shares. As the Shares will be issued to the sole shareholder, the legal requirements and the requirements of the articles of association of the Company with respect to the enforcement - of such pre-emptive right to subscribe for the Shares do not have to be observed. -----------
3. The authority to take the resolution to issue shares and to determine the conditions of issue are not transferred to another corporate body of the Company. --------------------------------
4. The Shares are to be issued to the Shareholder, who wishes to accept the Shares. ---------

ISSUE OF SHARES. --

Article 2 --

1. Pursuant to the resolution to issue the Shares mentioned in clause 1.1, the Company issues the Shares to the Shareholder, under the obligation for the Shareholder to fulfil the Payment Obligation. --
2. The Shareholder accepts the Shares under the obligation to fulfil the Payment Obligation. --

OBLIGATION TO PAY UP THE SHARES. --
Article 3 --
The Company has received the payment on the Shares without the intervention of the notary ---- executing this deed. The Company grants full discharge to the Shareholder for the fulfilment of -- the Payment Obligation. --
REPRESENTATIONS. --
Article 4. --
The Company represents to the Shareholder that: ---

i. with respect to the Shares: --
   a. the decision to issue the Shares has been effected with observance of the legal and --- statutory provisions; ---
   b. no options or other rights exist under which anyone can claim issuance of one or more of the Shares; ---
   c. *voting rights and rights to profit are attached to the Shares;* -------------------------------
ii. with regard to the Company: ---
   a. the Company was incorporated by deed executed on the second of August nineteen -- hundred and seventy-four. The articles of association have most recently been --------- amended by deed executed on the eighteenth of December two thousand and twelve, - *before Mr J.G.M. Ruijgrok, civil law notary in Hilversum.* --------------------------------
   b. the issued share capital of the Company consists of ninety-eight million seven hundred and twelve thousand one hundred and eighty (98,712,180) shares numbered 1 up to -- and including 98,712,180, each with a nominal value of one United States dollar ($ ----- 1.00); ---
   c. the Company does not qualify as a company within the meaning of Article 4 of the ----- Dutch Legal Transactions Taxation Act; --
   d. the Company has not been dissolved, declared bankrupt or is not in suspension of ----- payment, nor are there any requests or claims to that end pending or to be expected; --
   e. the general meeting of the Company has not taken any resolutions unknown to the ----- Company which still need to be implemented; ---
   f. the Company has no obligation to issue shares in the share capital of the Company or to grant rights to subscribe for such shares, ---

which representations are accepted by the Company. ---
COSTS OF DEED. ---
Article 5 ---
The costs of this deed shall be borne by the Company. ---
REGISTER OF SHAREHOLDERS. ---
Article 6. --
The Company shall record the current issue of the Shares into its register of shareholders. ------
GOVERNING LAW ---
Article 7. --
This agreement shall be governed by the laws of the Netherlands. ----------------------------------
FINAL PROVISIONS DEED OF ISSUE. ---
Attached to this deed are: ---

1. the document evidencing the resolutions mentioned in article 1 of this deed; -----------------
2. two (2) non notarial instruments evidencing the proxies to the appearers. ---------------------

The persons appearing are known to me, notary, and the identity of the persons appearing and ----- parties has been stated by me, notary, as far as necessary by means of the aforementioned -------- *documents.* ---
THIS DEED, --
drawn up to be kept in the notary's custody was executed in Hilversum on the date first above ------ written. --
Before reading out, a concise summary of the contents of this instrument and explanation was --- *given to the persons appearing, they then declared that they have noted the contents and did not*

want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the --
persons appearing and by me, notary. ---
(signed by the appearers and notary)

ISSUED FOR TRUE COPY

Mr J.G.M. Ruijgrok
notaris te Hilversum

Anglo American Netherlands B.V.
Maastricht

Annual accounts 2015

23 May 2016

Deloitte.

Deloitte Accountants B.V.

MS

For identification purposes only.
Related to auditor's report
dated 23 May 2016

Anglo American Netherlands B.V.
Maastricht

Index

Page

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For identification purposes only.
Related to auditor's report
dated 23 May 2016

Anglo American Netherlands B.V.
Maastricht

Balance sheet as at 31 December 2015

(before proposed appropriation of the result)

	Notes	31 December 2015 US$	31 December 2014 US$
ASSETS			
Fixed assets			
Financial fixed assets	3	664.042.391	970.399.656
Current assets			
Receivables from group companies		3.060	1.825
Receivables and other assets		4.548	4.611
Cash and cash equivalents		41.959	67.467
		664.091.958	970.473.559
EQUITY AND LIABILITIES			
Equity	4		
Share capital		98.712.180	98.706.000
Share premium		832.915.209	214.452.086
Other reserves		41.978.966	42.643.316
Result for the year		(1.027.230.715)	(664.350)
		(53.624.360)	355.137.052
Long term liabilities			
Loan from group company	5	717.684.212	615.300.302
Current liabilities			
Other liabilities and accrued expenses		32.106	36.205
		664.091.958	970.473.559

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Profit and loss account for the year ended 31 December 2015

	Notes	2015 US$	2014 US$
Financial income and expense:			
Impairment of financial fixed assets	3	(1.023.557.265)	-
Dividend from group company	6	-	341
Interest income other		47	26
Interest expense to group companies	5	(3.630.891)	(602.758)
Foreign exchange losses		(4.844)	(3.491)
		(1.027.192.953)	(605.882)
General and administrative expense		(37.762)	(58.468)
Result before income tax		(1.027.230.715)	(664.350)
Corporate income tax	7	-	-
Result for the year		(1.027.230.715)	(664.350)

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The underlying notes form an integral part of these annual accounts.

Anglo American Netherlands B.V.
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Notes to the financial statements

1. General

Activities and group structure

Anglo American Netherlands B.V. (the "Company"), having its legal seat in Maastricht and office at 20 Carlton House Terrace, London, United Kingdom, mainly operates as a finance and holding company. The immediate parent company is Anglo American International B.V., registered in The Netherlands, and the ultimate parent is Anglo American plc, registered in England and Wales.

In accordance with the provision of Section 2:408 of The Netherlands Civil Code, no consolidated financial statements are prepared. The financial statements of the Company and its subsidiaries are included in the consolidated accounts of Anglo American plc, which have been filed with the Trade Register of the Chamber of Commerce in Maastricht.

Reporting currency

The Company conducts most of its transactions in US Dollars and has therefore adopted the US Dollar as its currency. Consequently, in accordance with Section 2:362, Paragraph 7 of The Netherlands Civil Code, the financial statements are expressed in US Dollars (US$).

2. General accounting principles for the preparation of the financial statements

General

The financial statements have been prepared in accordance with the financial reporting requirements of Part 9 of Book 2 of The Netherlands Civil Code.

The valuation of assets and liabilities and determination of the result take place under the historical cost convention. All assets and liabilities are presented at face value but where circumstances require these assets and liabilities to be presented at another value this is disclosed under the note relevant to that specific item.

Income and expenses are accounted for on an accruals basis. Profits are only included when realised at the balance sheet date. Losses and risks originating before the end of the financial year are taken into account if they have become known before preparation of the financial statements.

Going concern

The financial statements show a deficit. However, management of the Company states that the going concern assumption for the Company is applicable because an intermediate parent company, committed itself to provide the necessary financial support for a period of at least 12 months after the signing of these financial statements. Therefore, the principles of valuation of assets and liabilities and for the determination of the result of the Company have been based on the assumption of going concern.

Financial instruments

Financial instruments can be both primary financial instruments, such as receivables and payables, and financial derivatives. The accounting principles for primary financial instruments follow the general accounting principles for assets and liabilities stated above. The Company does not have financial derivatives.

Translation of foreign currencies

Monetary assets, liabilities and obligations denominated in foreign currencies are translated into US Dollars at the exchange rates prevailing at the balance sheet date. Transactions in foreign currencies during the financial year are included in the financial statements at the exchange rates prevailing at the transaction date. The exchange differences resulting from the translation as at the balance sheet date are recorded in the profit and loss account.

Principles of valuation of assets and liabilities

Financial fixed assets

Financial fixed assets are valued individually at their acquisition cost unless a permant diminution in value has arisen, in which case appropriate provisions are made or at their net realizable value, which may result in reversals of provisions.

The valuation method at cost is permitted due to the international structure of the group and due to the fact that the Company has opted for the consolidation exemption in accordance with the provisions of Section 2:408 of The Netherlands Civil Code.

Cash and cash equivalents

The cash is valued at face value. If cash equivalents are not freely disposable, then this has been taken into account upon valuation.

Principles for the determination of the result

Dividends

Dividends are recognised as income when declared, unless remittance of the dividends is uncertain.

Taxation

Corporate income tax is calculated at the applicable rate on the results for the financial year, taking into account permanent differences between the result calculated according to the profit and loss account and the result calculated for taxation purposes.

The Company is a member of a fiscal unity with Ango American International B.V. being the head of the fiscal unity. The companies included in the fiscal unity are charged as if they were separately liable to tax. Any current tax amounts payable or receivable are accounted for as amounts payable or receivable from group companies.

3. Financial fixed assets

Financial fixed assets consist of investments in the following group companies:

Name, country of residence	31 December 2015 %	31 December 2014 %
Anglo American Australia Limited, Australia	100	100
Anglo American Services (India) Private Limited, India	0,10	0,10

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Movements in investments in group companies during the year were as follows:

	2015 US$	2014 US$
Balance as at 1 January	970.399.656	356.069.114
Additions	717.200.000	614.330.542
Impairments	(1.023.557.265)	-
Balance as at 31 December	664.042.391	970.399.656

During the year, the Company invested an additional US$ 717.200.000 in Anglo American Australia Limited (2014: US$ 614.330.542) bringing the total investment to US$ 1.687.598.759. The investment was impaired by an amount of US$ 1.023.557.265.

Anglo American Services (India) Private Limited is held at cost of US$ 897.

4. Equity

	Share capital US$	Share premium US$	Other reserves US$	Result for the year US$	Total US$
Balance as at 1 January 2014	98.706.000	214.452.086	42.706.584	(63.268)	355.801.402
Appropriation of result 2013	-	-	(63.268)	63.268	-
Result for the year	-	-	-	(664.350)	(664.350)
Balance as at 1 January 2015	98.706.000	214.452.086	42.643.316	(664.350)	355.137.052
Appropriation of result 2014	-	-	(664.350)	664.350	-
Issuance of shares	6.180	618.463.123	-	-	618.469.303
Result for the year	-	-	-	(1.027.230.715)	(1.027.230.715)
Balance as at 31 December 2015	98.712.180	832.915.209	41.978.966	(1.027.230.715)	(53.624.360)

The Company issued 6.180 shares with a nominal value of US$ 1 each, to its shareholder on 16 March 2015. The shares were paid-up in full.

As at 31 December 2015 the share capital of the Company amounts to US$ 98.712.180 and is divided into 98.712.180 shares of US$ 1 each.

5. Loan from group company

As at 31 December 2015, the company had a revolving cash advance facility agreement with Anglo American Capital plc under which it may borrow up to US$ 1.000.000.000. The advance is interest bearing at a commercial rate and the amount due is repayable in 2019. As at 31 December 2015 an amount of US$ 717.684.212 including accrued interest (2014: US$ 615.300.302) had been drawn down.

6. Dividend from group company

In 2015 the Company's subsidiary Anglo American Services (India) Private Limited paid dividends of US $ 0 (2014: US$ 341) to the Company.

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7. Corporate income tax

For the years 2015 and 2014, no income tax is due. The losses for the years 2015 and 2014 can be offset against future profits. However, it is not expected that the Company will generate taxable profits in the near future and, therefore, no deferred tax asset has been recognised.

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Additional information

Employees and directors' remuneration

There were no employees employed by the Company in 2015 or 2014 and the directors did not receive any remuneration from the Company during this period.

Contingent liabilities

Under the terms of the fiscal unity for corporate income tax, the Company is jointly and severally liable for any corporate income tax assessment payable by the unity.

The Company has issued a bank guarantee of EUR 3.422 (US$ 3.725) relating to an office rental agreement.

Signing of the financial statements

23 May 2016

The Board of Directors:

L.A. Blair (resigned 25 November 2015)

A.V. Kirthi Singha (resigned 29 February 2016)

A.F. Pace-Bonello (resigned 29 February 2016)

C. W. Miller (appointed 1 March 2016)

J.M. Mills (appointed 1 March 2016)

D. Smailes (appointed 1 March 2016)

D. Smailes

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Other information

Independent auditor's report

Reference is made to the independent auditor's report hereinafter.

Statutory rules concerning appropriation of the profit

According to Article 20 of the Company's Articles of Association, the result for the year is at the disposal of the General Meeting.

Appropriation of the result for the financial year 2014

On 25 June 2015 the General Meeting resolved to allocate the loss for the year of US$ 664.350 to other reserves.

Proposed appropriation of the result for the financial year 2015

Management proposes to allocate the loss for the year of US$ 1.027.230.715 to other reserves.

Subsequent events

The Company issued 7.200 shares with a nominal value of US$ 1 each, to its shareholder on 23 February 2016. The shares were paid-up in full. On the same day, share premium of US$ 720.292.800 was paid.

On 18 February 2016 the Board of Directors resolved that the Company would become centrally managed and controlled from the United Kingdom. It is expected that there will be no financial consequences for the Company. The transfer of central management and control from The Netherlands to the United Kingdom took place on 1 March 2016. As a result, with effect from that date, the Company became tax resident in the United Kingdom.

On 23 March 2016 the Company's subsidiary Anglo American Services (India) Private Limited paid dividends of US$ 52 to the Company.

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Opinion with respect to the financial statements

In our opinion, the financial statements give a true and fair view of the financial position of Anglo American Netherlands B.V. as per 31 December 2015 and of its result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code.

Report on other legal and regulatory requirements

Pursuant to our engagement to audit the financial statements 2015 we have no deficiencies to report as a result of our examination whether the information as required under Section 2:392 sub 1 at b-h of the Dutch Civil Code has been annexed.

Amsterdam, 23 May 2016

Deloitte Accountants B.V.

W.P.J. Keulers

Initials for identification purposes:

MS

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CERTIFICATE OF REGISTRATION OF AN OVERSEA COMPANY

(Registration of a UK establishment)

Company No. FC034580

UK Establishment No. BR019672

The Registrar of Companies hereby certifies that

ANGLO AMERICAN NETHERLANDS B.V.

has this day been registered under the Companies Act 2006 as having established a UK Establishment in the United Kingdom.

Given at Companies House on **31st August 2017**.

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES