

MR01

Particulars of a charge



Companies House



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A fee is be payable with
Please see 'How to pay' C

WEDNESDAY



A39 *A7L43JU9*
19/12/2018 #111
COMPANIES HOUSE

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

☒ **What this form is NOT**
You may not use this form to
register a charge where the
instrument. Use form MR01.

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 1 7 8 8 8 2 3

Company name in full Glencore Commodities Ltd ✓

0 0 0 2 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 2 m 1 m 2 y 2 y 0 y 1 y 8 ✓

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

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

Name Credit Suisse (Switzerland) Ltd ✓

Name

Name

Name

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

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

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4 Brief description

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

Brief description

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

Please limit the description to the available space.

5 Other charge or fixed security

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

☒ Yes

☐ No

6 Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7 Negative Pledge

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

☐ Yes

☒ No

8 Trustee statement ¹

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X

Alexander

ALEXANDER TROOP
INCE & SOLLER
AS SOLICITORS
FOR THE
CHARGE

X

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Andrew Cottrell**

Company name **Ince & Co LLP**

Address **Aldgate Tower**

2 Leman Street

Post town **London**

County/Region

Postcode **E 1 8 Q N**

Country **England**

DX **DX 1070 London City**

Telephone **+44 (0) 20 7481 0010**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1788823

Charge code: 0178 8823 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2018 and created by GLENCORE COMMODITIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2018.

(DX)

Given at Companies House, Cardiff on 2nd January 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Pledge Agreement

*I hereby certify this to be
true, complete and correct
copy of the original*

14/12/2018

Christian Sauter
CHRISTIAN SAUTER

Parties

Pledgor

Glencore Commodities Ltd.
50 Berkeley Street
GB-London, W1J 8HD
(hereinafter referred to as the **Pledgor**)

Pledgee

Credit Suisse (Switzerland) Ltd.
Paradeplatz 8
8001 Zurich
Switzerland
(hereinafter referred to as the **Bank**)

Whereas, inter alios, the Bank (as lender) and, inter alios, the Pledgor, Glencore Energy UK Ltd., Glencore AG and Glencore International AG (as borrowers) entered into a Uncommitted Framework Agreement signed on/or about 12 December 2018 (this Uncommitted Framework Agreement, as further amended and/or restated from time to time, is hereinafter referred to as the **Agreement**);

Whereas under the Agreement, the Pledgor as borrower may request the Bank to provide financings in the forms of documentary letters of credit, stand-by letters of credit, bank guarantees, bid bonds, performance bonds, rehabilitation or reclamation bonds, letters of indemnity, unsecured cash advances, banker's acceptances and any other forms of documentary credits or financing instruments of a similar nature in order to finance, among other items, the purchase of products in transit, afloat or stored as separately agreed in writing on a case by case basis (hereinafter referred to as the **Financings**);

Whereas under the Agreement, the Bank may provide both (i) Financings secured by transaction-specific collateral (hereinafter referred to as the **Secured Financings**) and (ii) Financings not secured by transaction-specific collateral (hereinafter referred to as the **Unsecured Financings**). For the purpose of the Agreement and this Pledge Agreement, any Financings will constitute Unsecured Financings unless and until the Bank advises the respective borrower otherwise in writing, on a case by case basis, to grant a particular Financing as Secured Financing.

Whereas such Secured Financings are subject to the Pledgor granting a pledge of goods as further defined in this Pledge Agreement;

Now, therefore, the Pledgor and the Bank agree as follows:

1. The Pledgor hereby grants the Bank a lien (hereinafter referred to as the **Pledge**) in respect of all goods which, either at present or in the future, are financed (directly or indirectly) by the Bank under Secured Financings or held by the Bank or held at the Bank's disposal elsewhere (be it in transit, afloat or stored) but in the Bank's name (hereinafter referred to as the **Pledged Goods**).

2. The purpose of this Pledge is to cover any and all claims of the Bank against the Pledgor (also *in its capacity as borrower under the Agreement*) in connection with any current or future Secured Financings. This applies to both the principal and the accrued and maturing interest, commissions and fees. In particular, the Pledged Goods shall also serve as collateral for any shipment and storage expenses, insurance premiums, etc. incurred by the Bank. In the case of several claims, the Bank shall determine for which claim the collateral or liquidation proceeds are liable.
3. All costs and risks associated with the transportation and storage of the Pledged Goods shall be fully borne by the Pledgor. The Pledgor is responsible to provide the customary insurance cover for the Pledged Goods. The Pledgor warrants and agrees that it has fully met and will fully meet its obligations with respect to and arising from the insurance for the Pledged Goods. In particular, the Pledgor shall take all measures and actions required to maintain the insurance coverage for the Pledged Goods and shall raise its claims (if any) vis-à-vis the insurer within the time set in the relevant insurance agreement and at its own cost and expense; a copy of any claim raised vis-à-vis the insurer shall be sent contemporaneously to the Bank.
4. The present Pledge Agreement shall be in addition to and independent of any existing or future guarantees or other security (if any) and shall remain in force until such time as the Agreement has been terminated and the obligations of the Pledgor to the Bank (whether contingent or not) in connection with any Secured Financings have been fulfilled in their entirety. However, the Bank shall automatically release individual Pledged Goods if and when the Pledgor has fully reimbursed the Bank for all its payments plus interest as well as reasonable and properly documented costs and expenses in connection with any Secured Financings. The release of individual Pledged Goods from the Pledge does not affect the Bank's lien on the other Pledged Goods. In the event that collateral is exchanged, the new items shall be subject to this Pledge without further formalities. The whole item is subject to this Pledge, even if its value is increased by reason of processing or for any other reason. The Bank is irrevocably authorized by the Pledgor to validly constitute and perfect the lien/Pledge in any related jurisdiction(s) and by all means (e.g. but not limited to notarization(s), registration(s) etc. as applicable). For this purpose, the Bank is hereby expressly authorized to approach all relevant law firms to validly constitute and perfect this lien/Pledge. To such extent the Pledgor waives his rights and claims with regards to the Swiss banking secrecy laws and regulations in favour of the Bank.
5. Upon its claims becoming due, the Bank shall be entitled to dispose of the Pledged Goods at its discretion (e.g. including, without limitation, a purchase by the Bank) and without any formalities, and to apply the proceeds from the sale of the Pledge Goods thereof to cover its total claims after deduction of any expenses incurred, provided, however, previous notice has been given to the Pledgor and the Pledgor has not fully reimbursed the Bank within 5 Zurich bank working days after receipt of the Bank's notice. Should the Bank refrain from exercising its right to dispose of Pledged Goods, or delay in doing so, this neither constitutes a waiver of the Bank's rights nor does it entail any responsibility for the Bank. The Bank is entitled to institute ordinary execution for payment of a debt against the Pledgor without having first to realise the collateral by forced execution or by free sale. In such case, the Pledgor undertakes to appoint and vest the Bank as its attorney. In doing so, the Bank does not, however, waive its rights as per this Pledge Agreement.
6. If the Bank's claims against the Pledgor have become due and the Bank, therefore, has disposed of the Pledged Goods, the Pledgor undertakes to cooperate with the Bank to transfer the Pledged Goods to a new buyer if so requested by the Bank. Moreover, the Pledgor

undertakes at the same time to transmit to the Bank together with the Pledged Goods any storage, shipping and insurance documents relating to these Pledged Goods and, if requested by the Bank, to instruct the relevant insurance company to transfer the policy/policies to the Bank or to have the Pledge registered.

7. The Bank's General Conditions which are known to the Pledgor supplement this Pledge Agreement and are also applicable. In case of any discrepancies between the Bank's General Conditions and this Pledge Agreement, the latter shall prevail.


8. The place of performance is the location specified in the Bank's address (special domicile pursuant to Article 50 para. 2 of the Federal Law on Debt Enforcement and Bankruptcy).

All the Pledgor's legal relationships with the Bank are governed by Swiss law, to the exclusion of the conflict of laws provisions of Swiss private international law.

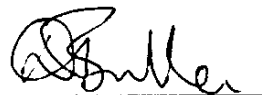
The Pledgor acknowledges that the provisions governing jurisdiction in the Bank's General Conditions also apply to this contractual relationship. The Bank is entitled to take legal action against the Pledgor (client or third party) before any other competent court in Switzerland or abroad.

London, 10-12-18
(Place and date)

Glencore Commodities Ltd.



Karen Davis
Authorised Signatory



Louise Bullen
Authorised Signatory

Credit Suisse (Switzerland) Ltd.

Zürich, 12/12/18
(Place and date)



Viktoria Polinski



Sacha Lomatschinsky