

MG01

133985 / 13



Particulars of a mortgage or charge

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

FRIDAY



LD2 17/08/2012 #47
COMPANIES HOUSE

1

Company details

Company number 04542769

Company name in full GLENCORE ENERGY UK LTD (the "Chargor")

90 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

Date of creation of charge

Date of creation 14/08/2012

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Additional Security Agreement dated 14 August 2012 (the "**Additional Security Agreement**") between the Chargor and SOCIETE GENERALE, as security agent (which expression includes its successors in title, permitted assigns and permitted transferees) for the benefit of the Finance Parties (the "**Security Agent**")

4

Amount secured

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

Amount secured

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor and GIAG to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), and including, for the avoidance of doubt (and without limitation), any additional Liabilities arising after the date of the Additional Security Agreement under or in connection with any increase to the Total Commitments or adjustment to the Maturity Date pursuant to clause 4.4 (*Additional Lender Accession Date*) of the Amended Facility Agreement (the "**Liabilities**")

Continuation page

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

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name SOCIETE GENERALE as Security Agent

Address 29 Boulevard Haussman

Paris, France

Postcode 7 5 0 0 9

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

PLEASE SEE ATTACHED CONTINUATION PAGES.

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X

Linkwater LLP

X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name Martyna Brygier

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region England

Postcode E C 2 Y 8 H Q

Country

DX 10 London/City

Telephone 020 7456 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

Short particulars of all the property mortgaged or charged

Continuation page (1)

GLENCORE ENERGY UK LTD (04542769)

In box 6 labelled "short particulars" insert

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of fixed charge

- 1.1** all its present and future Oil Account Receivables Book Debts (except to the extent assigned by clause 5.1 (*Assignment of Contracts*) or by a Designation Notice delivered pursuant to clause 5.2 (*Designation Notice*) of the Additional Security Agreement), and
- 1.2** the Charged Account (except to the extent assigned by clause 5.3 (*Assignment of Charged Account*) of the Additional Security Agreement)

2 Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of floating charge all its assets, both present and future expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above)

3 Assignment

- 3.1** Subject to clause 5.1 of the Original Security Agreement, the Chargor, with full title guarantee, assigned absolutely to the Security Agent (as security for the payment of all Liabilities) all its present and future right, title and interest in and to the contracts and documents referred to at paragraph (i) of the definition of "Assigned Contracts", including all moneys payable to the Chargor, and any claims, awards and judgments in favour of, receivable or received by the Chargor, under or in connection with pursuant to such Assigned Contracts
- 3.2** Subject to clause 5.2 of the Original Security Agreement, the Chargor agreed that it shall with full title guarantee assign absolutely to the Security Agent (as security for the payment of all Liabilities) all its present and future right, title and interest in and to the contracts and documents (other than contracts or documents in respect of the Non-Recourse Receivables) listed or referred to in any Borrowing Base Report delivered by the Chargor after the date of the Amended Facility Agreement including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with pursuant to such contracts or documents, and this assignment will be effected by the delivery by the Chargor of an executed Designation Notice to the Security Agent on the date that the corresponding Borrowing Base Report is delivered by the Chargor pursuant to the Amended Facility Agreement
- 3.3** Subject to clause 5.3 of the Original Security Agreement, the Chargor, with full title guarantee, assigned absolutely to the Security Agent (as security for the payment of all Liabilities) all its present and future right, title and interest in and to the Charged Account

Short particulars of all the property mortgaged or charged

Continuation page (2)

GLENCORE ENERGY UK LTD (04542769)

Note (1). In this Form, except to the extent that the context requires otherwise

"Additional Lender" has the meaning given to it in the Amended Facility Agreement

"Administrative Agent" means Societe Generale acting as agent or any of its successors in title, permitted assigns and permitted transferees

"Amendment Agreement" means the amendment agreement dated 16 February 2012 between the Chargor as borrower, GIAG as guarantor, Société Générale as arranger, bookrunner, administrative agent, security agent and the lenders named therein

"Amended Facility Agreement" means the Original Facility Agreement as amended by the Amendment Agreement and the Amendment and Restatement Agreement entered into between, amongst others, Glencore Energy UK Ltd and GIAG as borrowers, Glencore International PLC as parent, Société Générale as lead arranger, sole bookrunner, administrative agent and security agent and the lenders named therein

"Amendment and Restatement Agreement" means the amendment and restatement agreement to the Original Facility Agreement (as amended by the Amended Agreement) dated 14 August 2012 between, amongst others, Glencore Energy UK Ltd and GIAG as borrowers, Glencore International PLC as parent, Société Générale as arranger, bookrunner, administrative agent, security agent and the lenders named therein

"Amendment and Restatement Agreement Effective Date" means the date of notification by the Administrative Agent under clause 2 (*Conditions Precedent*) of the Amendment and Restatement Agreement

"Arranger" means Societe Generale acting as lead arranger or any of its successors in title, permitted assigns and permitted transferees

any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Assigned Contracts" means the contracts and documents (other than the contracts and documents in respect of the Non-Recourse Receivables) listed in

- (a) the Borrowing Base Report as at the date of the Additional Security Agreement attached at part 2 of schedule 8 (*Day 1 Borrowing Base Report*) of the Amended Facility Agreement, and
- (b) each Designation Notice delivered by the Chargor to the Security Agent

"Authorised Signatory" has the meaning given to it in the Amended Facility Agreement

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Additional Security Agreement or in the future has an interest and (to the extent of its interest) all balances at the date of the Additional Security Agreement or in the future standing to the credit of or accrued or accruing on those accounts

"Base Currency" means US Dollars

Short particulars of all the property mortgaged or charged

Continuation page (3)

GLENCORE ENERGY UK LTD (04542769)

"Bookrunner" means Societe Generale acting as sole bookrunner or any of its successors in title, permitted assigns and permitted transferees

"Borrower" means each of Glencore Energy UK Ltd and GIAG

"Borrowing Base" has the meaning given to it in the Amended Facility Agreement

"Borrowing Base Report" means a report provided by the Company in substantially the form of schedule 8 (*Form of Borrowing Base Report*) Part 1 to the Amended Facility Agreement signed by an Authorised Signatory and containing, for the previous day's data, all relevant information or evidence in relation to all items taken into consideration in the calculation of the Borrowing Base (including without limitation all Oil Account Receivables) in accordance with the terms of the Amended Facility Agreement, together with such worksheets and documents specified in the form of report and such further information as may be reasonably requested by the Administrative Agent on behalf of any Finance Party

"Business Day" has the meaning given to it in the Amended Facility Agreement

"Cash Collateral Account" means the account opened by the Company in the books of Societe Generale, London Branch as described at schedule 4 (*Form of Notice of Assignment of Charged Account*) of the Additional Security Agreement

"Charged Account" means the Cash Collateral Account

"Commitment" means, in relation to any Lender, the amount in the Base Currency set opposite its name in Schedule 1 (*The Lenders*) of the Amended Facility Agreement, including as contemplated by clause 4.4 (*Additional Lender Accession Date*) of the Amended Facility Agreement or transferred to it under the Amended Facility Agreement, to the extent not cancelled, reduced or transferred by it, or otherwise reduced in accordance with clause 4.5 (*Adjustment to Original Lender's Commitment*) of the Amended Facility Agreement

"Company" means Glencore Energy UK Ltd

"DBS Bank Ltd., London Branch" means DBS Bank Ltd, London Branch

"Designation Notice" means a notice substantially in the form set out in Schedule 3 (*Form of Designation Notice*) to the Additional Security Agreement executed by the Chargor

"DZ Bank AG" means DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, having its office at Platz der Republik, 60265 Frankfurt am Main, Germany and registered with number DE 114 103 491

"Excluded Receivables" means all Oil Account Receivables

- (a) in respect of which OAO Tatneftprom is a counterparty,
- (b) in respect of which Carrington Systems Inc is a counterparty,
- (c) in respect of which NIS – Petroleum Industry of Serbia is a counterparty,
- (d) in respect of which Petroci-Holding is a counterparty, or

Short particulars of all the property mortgaged or charged

Continuation page (4)

GLENCORE ENERGY UK LTD (04542769)

- (e) arising from the sale of crude oil or other hydrocarbon inventory located at the Brunsbittel Terminal being the terminal and harbour at Tanklager und Umschlagbetneb Brunsbittel, Ostermoorer Str 54, 25541 Brunsbittel, Germany

"Fee Letter" means any letter or letters dated on or about the date of the Amended Facility Agreement between

- (a) dated on or about 25 February 2011 setting out the arrangement fee, upfront fee and agency fee,
- (b) dated on 16 February 2012 setting out the extension fee, or
- (c) dated on or about the date of the Amendment and Restatement Agreement setting out an extension fee

"Finance Document" means

- (a) the Amended Facility Agreement,
- (b) the Amendment Agreement,
- (c) the Amendment and Restatement Agreement,
- (d) each Fee Letter,
- (e) each Security Document,
- (f) each Utilisation Request,
- (g) each Borrowing Base Report, and
- (h) any other document designated as such by the Administrative Agent and the Chargor,

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

"Finance Parties" means the Administrative Agent, the Security Agent, the Arranger, the Bookrunner or a Lender, and **"Finance Party"** means any of them

any reference to a **"Finance Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"GIAG" means Glencore International AG, a borrower under the Amended Facility Agreement

"Interim Repayment Date" means the date that occurs 6 months after 25 February 2011 or if such date is not a Business Day then the following Business Day

"Lender" means

- (a) Societe Generale as Original Lender,
- (b) any Transferee which has become a party in accordance with the Amended Facility Agreement, and

Short particulars of all the property mortgaged or charged

Continuation page (5)

GLENCORE ENERGY UK LTD (04542769)

- (c) any Additional Lender,
- (d) each of The Bank of Tokyo-Mitsubishi UFJ, Ltd , DBS Bank Ltd , London Branch and DZ Bank AG,

which in each case has not ceased to be a Lender in accordance with the terms of the Amended Facility Agreement

any reference to a "Lender" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Maturity Date" means 23 August 2013

"Non-Recourse Receivables" means all receivables sold, assigned or otherwise transferred by the Company pursuant to discounting arrangements under which a bank or other financial institution (the **"Non-Recourse Discounting Bank"**) lends to the Company against the assignment (or pays to the Company the purchase price) of specified receivables arising from the sale by the Company of oil or oil related products and such lending (or purchase) is to be repaid (or recovered) by the payments received pursuant to such specified receivables and in relation to which the Non-Recourse Discounting Banks shall have no recourse to the Company except,

- (a) where partial recourse to the Company is expressly provided for and such recourse is limited to no more than 25% of the unpaid part of such receivable, or
- (b) as a result of customary full recourse events upon default, breach or non performance of the Company as the grantor/seller under such discounting arrangements

"Oil Account Receivables" means all receivables arising from the sale by the Chargor of oil or oil products (other than Non-Recourse Receivables and Excluded Receivables)

"Oil Account Receivables Book Debts" of the Chargor means, in respect of the Oil Account Receivables only, all book and other debts of any nature and all other rights to receive money (excluding Bank Accounts), at the date of the Additional Security Agreement or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, letters of credit, payment undertakings, insurances, guarantees and indemnities of any kind

any reference to a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing

"Original Facility Agreement" means the US\$600,000,000 facility agreement dated 25 February 2011 between, amongst others, Glencore Energy UK Ltd as borrower, GIAG as guarantor and Société Générale as lead arranger, sole bookrunner, administrative agent and security agent as amended by the Amendment Agreement

"Original Security Agreement" means a security agreement dated 25 February 2011 entered into between the Chargor and the Security Agent and registered with the Companies House on 4 March 2011

Short particulars of all the property mortgaged or charged

Continuation page (6)

GLENCORE ENERGY UK LTD (04542769)

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Document" means

(a) each of the following documents

- (i) the AR Collection Account Pledge Agreement governed by Swiss law dated 25 February 2011 between the Company, Credit Suisse, Zurich and the Security Agent pursuant to which the Company grants the Security Agent security over the AR Collection Account (as defined in the Original Facility Agreement) (and the proceeds therein),
 - (ii) the Amended AR Collection Account Pledge Agreement governed by Swiss law dated 14 August 2012 and made between the Company, Credit Suisse, Zurich and the Security Agent pursuant to which the Company grants to the Security Agent security over the AR Collection Account (as defined in the Amended Facility Agreement) (and the proceeds therein),
 - (iii) the Original Security Agreement,
 - (iv) the Additional Security Agreement, and
 - (v) each Designation Notice given pursuant to clause 5.2 of the Original Security Agreement or clause 6.2 of the Additional Security Agreement,
- (c) each security document granted in favour of the Security Agent in accordance with paragraph (c) of clause 21.14 (*Security*) of the Amended Facility Agreement, and
- (d) any other security document that may at any time be given as security for any of the liabilities pursuant to or in connection with any Finance Document

any reference to the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"The Bank of Tokyo-Mitsubishi UFJ, Ltd" means The Bank of Tokyo-Mitsubishi UFJ, Ltd, having its office at Ropemaker Place, 25 Ropemaker Street, London EC2Y 9AN and registered with number BR002013

"Total Commitments" means the aggregate of the Commitments as set out in Schedule 1 (*The Lenders*) to the Amended Facility Agreement, being US\$600,000,000 at the date the Original Facility Agreement was first entered into and as decreased to US\$200,000,000 on the Interim Repayment Date, and as subsequently increased to US\$450,000,000 as at the Amendment and Restatement Agreement Effective Date

"Transferee" has the meaning given to it in the Amended Facility Agreement

"Utilisation Request" means a notice substantially in the form set out in schedule 3 (*Form of Utilisation Request*) to the Amended Facility Agreement

Short particulars of all the property mortgaged or charged

Continuation page (7)

GLENCORE ENERGY UK LTD (04542769)

Note (2) The Additional Security Agreement provides that

- 1 Security** The Chargor shall not create or permit to subsist any Security over any Charged Asset other than in relation to Security created pursuant to the Original Security Agreement, nor do anything else prohibited by clause 21.5 (*Negative pledge*) of the Amended Facility Agreement, except as permitted by that clause
- 2 Disposal** The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 21.7 (*Disposals*) of the Amended Facility Agreement
- 3 Conversion by Notice** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3.1** if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - 3.2** while an Enforcement Event is continuing
- 4 Automatic Conversion** If
 - 4.1** the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (2) over any of the Charged Assets not subject to a fixed Charge, or
 - 4.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

In this Form, except to the extent that the context requires otherwise

"Borrower Insolvency Event" has the meaning given to it in the Amended Facility Agreement

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets, including (without limitation) the Assigned Contracts, the Oil Account Receivables Book Debts and the Charged Account

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Additional Security Agreement

"Enforcement Action" means in relation to any Liabilities, any action of any kind to

- (a) demand payment, declare prematurely due and payable or otherwise seek to accelerate payment of or place on demand all or any of that Liabilities,
- (b) recover all or any of that Liabilities (including by exercising any set-off, save as required by law),

Short particulars of all the property mortgaged or charged

Continuation page (8)

GLENCORE ENERGY UK LTD (04542769)

- (c) exercise or enforce any right against any surety or any other right under any other document, agreement or instrument in relation to (or given in support of) all or any of that Liabilities (including under the Security Documents),
- (d) petition for (or take or support any other step which may lead to) a Borrower Insolvency Event, or
- (e) start any legal proceedings against the Chargor

"Enforcement Event" means (i) the occurrence of an Event of Default pursuant to clause 22 1 (*Failure to pay*) of the Amended Facility Agreement or (ii) an acceleration notice being served pursuant to clause 22 17(b) (*Acceleration and cancellation*) of the Amended Facility Agreement or a notice of Enforcement Action being served in accordance with clause 22 17(c) (*Acceleration and cancellation*) of the Amended Facility Agreement as a result of any Event of Default

"Event of Default" means any event or circumstance specified as such in clause 22 (*Events of Default*) of the Amended Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4542769
CHARGE NO. 90**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ADDITIONAL SECURITY
AGREEMENT DATED 14 AUGUST 2012 AND CREATED BY
GLENCORE ENERGY UK LTD. FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY AND GIAG TO
ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 17 AUGUST 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2012

2C



Companies House
— for the record —



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