



Registration of a Charge

Company name: **Glencore Energy UK Ltd**

Company number: **04542769**



X7CFGWMJ

Received for Electronic Filing: **16/08/2018**

Details of Charge

Date of creation: **09/08/2018**

Charge code: **0454 2769 0184**

Persons entitled: **NATIXIS**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4542769

Charge code: 0454 2769 0184

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2018 and created by Glencore Energy UK Ltd was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2018 .

Given at Companies House, Cardiff on 20th August 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

EXECUTION VERSION

BANK ACCOUNTS PLEDGE AGREEMENT
(CONTRAT DE NANTISSEMENT DE COMPTES BANCAIRES)

09 August 2018 CJ IN AL

between

GLENCORE ENERGY UK LTD.
as Security Provider

and

NATIXIS
as Security Agent

and

NATIXIS
as Account Bank

and

THE ORIGINAL BENEFICIARIES
(as defined in this Agreement)

ALLEN & OVERY
Avocats à la Cour

Allen & Overy LLP

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THIS BANK ACCOUNT PLEDGE AGREEMENT (this Agreement) is made **BETWEEN**:

- (1) **GLENCORE ENERGY UK LTD.**, a company incorporated under the laws of England and Wales as a limited company, with its registered office at 50 Berkeley Street, London W1J 8HD, registered under number 04542769 as security provider (the **Security Provider**);
- (2) **NATIXIS**, a company incorporated under the laws of France as a *société anonyme*, with its registered office at 30, avenue Pierre Mendès-France, 75013 Paris, France, registered under number 542 044 524 RCS Paris as security agent (the **Security Agent**), acting for itself and for and on behalf of the Original Beneficiaries (as defined below);
- (3) **NATIXIS**, a company incorporated under the laws of France as a *société anonyme*, with its registered office at 30, avenue Pierre Mendès-France, 75013 Paris, France, registered under number 542 044 524 RCS Paris as account bank of the Bank Accounts (as defined below) (the **Account Bank**); and
- (4) **THE ENTITIES** listed in Schedule 1 (Original Beneficiaries) as beneficiaries (the **Original Beneficiaries**), represented by the Security Agent in accordance with clause 24.1 (Appointment of the Security Agent) of the Limited Recourse Loan Agreement (as defined below).

BACKGROUND:

- (A) The Security Provider and SHT (as defined below) have agreed in connection with the Prepayment Agreement (as defined below) that certain accounts will be opened with the Account Bank in the name of the Security Provider for the purposes of allocating, holding and paying the proceeds of Cargoes delivered under the Commercial Contract (as defined in the Limited Recourse Loan Agreement) prior to the application of such amounts under the Prepayment Agreement.
- (B) The Security Provider has agreed to grant security over the Bank Accounts (as defined below) in favour of the Beneficiaries in connection with the Limited Recourse Loan Agreement (as defined below), under which the Lenders (as defined in the Limited Recourse Loan Agreement) have made available a USD facility to the Security Provider.
- (C) Under an amendment and restatement agreement dated on or about the date of this Agreement in relation to the Limited Recourse Loan Agreement (as defined below), it is a requirement that the Security Provider enters into this bank account pledge agreement.

NOW IT IS AGREED, as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Bank Account means each bank account opened in the name of the Security Provider with the Account Bank, the details of which are set out in Schedule 2 (Details of the Bank Accounts).

Beneficiaries means:

- (a) the Original Beneficiaries; and
- (b) any of their successors in title, permitted transferees or permitted assignees and any of their subsequent successors in title, permitted transferees or permitted assignees.

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Civil Code means the French *Code civil*.

Commercial Code means the French *Code de commerce*.

Control Notice means a notice issued by the Security Agent substantially in the form of Part 1 of Schedule 3 (Form of Control Notice).

Credit Balance means the amount standing to the credit of each Bank Account at any date referred to in article 2360 of the Civil Code.

Enforcement Notice means a notice issued by the Security Agent substantially in the form of Part 1 of Schedule 4 (Form of Enforcement Notice).

Enforcement Date means the date on which the Account Bank receives an Enforcement Notice.

Glencore Enforcement Event means any of the following:

- (a) an Event of Default is outstanding under clause 19.1 (Non-payment) of the Limited Recourse Loan Agreement; or
- (b) the delivery by the Facility Agent of an acceleration notice under clause 19.13 (Acceleration and enforcement) of the Limited Recourse Loan Agreement.

Limited Recourse Loan Agreement means the up to USD 1,305,000,000 limited recourse loan agreement governed by English law between, amongst others, the Security Provider as borrower, the Security Agent and the Beneficiaries dated 12 June 2014 as amended and restated on 26 November 2014, 23 December 2015 and most recently amended on or about the date of this Agreement and as may be amended from time to time.

Party means a party to this Agreement.

Pledge means each pledge (*nantissement*) created under this Agreement.

Prepayment Agreement means the prepayment agreement between SHT, the Republic of Chad and the Security Provider dated 30 April 2014 as amended on 7 May 2014, 10 June 2014 and 20 November 2014 and as amended and restated on 2 December 2015 and 28 June 2018 and as may be amended from time to time.

Prepayment Agreement Security Assignment means:

- (a) the Lenders' Security Assignment;
- (b) the 2015 Additional Lenders' Security Assignment; and
- (c) the 2018 Additional Lenders' Security Assignment.

Prepayment Event of Default has the meaning given to it in the Limited Recourse Loan Agreement.

Secured Liabilities means each liability and obligation specified in Clause 2 (Secured Liabilities).

Security Period means the period beginning on the Signing Date and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no commitment of the Beneficiaries is outstanding.

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SHT means Société des Hydrocarbures du Tchad, a *société anonyme à capitaux publics* registered with the Registre du Commerce et du Crédit Mobilier of N'Djamena under the number TC/NDJ/11B353, whose registered address is at Route de Farcha, BP 6179, N'Djamena and whose tax identity number is 9008665Q.

Signing Date means the date on which each Party signs this Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Limited Recourse Loan Agreement have, unless expressly defined in this Agreement, the same meaning in this Agreement.
- (b) In this Agreement unless a contrary intention appears, a reference to:
 - (i) an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly;
 - (ii) a Clause, a paragraph or a Schedule is a reference to a clause or paragraph of, or a schedule to, this Agreement;
 - (iii) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (iv) a party or any other person includes its successors in title, permitted assigns and permitted transferees;
 - (v) a Default, Event of Default or Glencore Enforcement Event being **outstanding** means that it has not been remedied or waived;
 - (vi) a Finance Document or another document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document including any amendment providing for an increase in the amount of a facility or any additional facility; and
 - (vii) the **Security Agent** is a reference to the Security Agent acting for and on behalf of the Beneficiaries in accordance with the Finance Documents.
- (c) Each Schedule forms an integral part of this Agreement.
- (d) Words importing the plural include the singular and vice versa.
- (e) The headings in this Agreement do not affect its interpretation.
- (f) Except as specifically provided for in this Agreement, the Account Bank has no obligations of any kind to any other person under or in connection with this Agreement or any other Transaction Document, and has no obligations to SHT or the Republic of Chad in any event.

2. SECURED LIABILITIES

This Agreement is entered into for the purpose of securing each payment obligation and liability whether present or future, actual, contingent, or owed jointly or severally (or in any other capacity whatsoever), of the Security Provider to any Beneficiary under, or in connection with, each Finance Document **including** all amendments however fundamental to that Finance Document or other document including any amendment providing for an increase in the amount of a facility or any additional facility as described in paragraph 1.2(b)(vi) above (the **Secured Liabilities**).

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3. CREATION OF SECURITY

3.1 Pledge

In accordance with article L. 521-1 of the Commercial Code and articles 2355 *et seq.* of the Civil Code, as security for the payment and discharge in full of the Secured Liabilities, the Security Provider pledges each Credit Balance to the Beneficiaries.

3.2 General

The Pledge is:

- (a) continuing security for the payment and discharge of the Secured Liabilities and will extend to the ultimate balance of all sums due under the Finance Documents regardless of any intermediate payment or discharge in whole or in part;
- (b) in addition to, and not in any way prejudiced by, any other security now or subsequently held by or benefiting to any Beneficiary; and
- (c) effective throughout the Security Period.

4. PERFECTION AND FURTHER ASSURANCES

4.1 Perfection

- (a) In accordance with article 2361 of the Civil Code, the Pledge is binding on the Parties and enforceable (*opposable*) against third parties, with no further formality, on the Signing Date.
- (b) In accordance with article 2362 of the Civil Code, the Pledge is enforceable against the Account Bank by virtue of it being a Party.

4.2 Further assurances

The Security Provider must take, at its own expense, promptly and in any event within any time limit specified by the Security Agent or the Beneficiaries, whatever action the Security Agent or the Beneficiaries may require for:

- (a) creating, perfecting or protecting the Pledge;
- (b) facilitating the enforcement of the Pledge or the exercise of any right, power or discretion of the Beneficiaries under this Agreement (including by taking such actions under the Prepayment Agreement as the Security Agent (acting reasonably) deems necessary or desirable); and
- (c) facilitating the assignment or transfer of any rights or obligations of any Beneficiary under the Finance Documents.

5. OPERATION OF THE BANK ACCOUNTS

5.1 Instructions to Account Bank

- (a) The Security Provider irrevocably and unconditionally authorises and instructs the Account Bank to comply with any Control Notice issued to it by the Security Agent, and the Account Bank undertakes to comply with this instruction, until such Control Notice is revoked by the Security Agent or the

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Account Bank receives notification from the Security Agent confirming that the Pledge has been released.

- (b) The Parties acknowledge that the receipt of a Control Notice will not prejudice:
 - (i) the registration to the Bank Accounts of any transaction initiated before the date of receipt of the Control Notice;
 - (ii) the withdrawal from the Bank Accounts of any sum up to the amount necessary to discharge the Secured Liabilities; and
 - (iii) the transfer of any sum to the credit of the Bank Accounts.
- (c) The terms of this instruction relating to the Bank Accounts may not be amended without the prior written consent of the Security Agent.
- (d) The Security Provider irrevocably authorises the Account Bank to provide the Security Agent with the amount of the balance of the Bank Accounts together with a record of debit transactions registered on the Bank Accounts for any period determined by the Security Agent, at any time upon request from the Security Agent. To that end, the Security Provider releases the Account Bank from its professional secrecy.

5.2 Authorisation to use the Bank Accounts

As an exception to article 2363 of the Civil Code, until the Security Agent sends a Control Notice to the Account Bank, the Security Provider may operate any Bank Account as required in accordance with the Prepayment Agreement, subject to the terms of this Agreement.

5.3 Control Notice procedure

- (a) After an Event of Default occurs and while it is outstanding, the Security Agent, acting for and on behalf of the Beneficiaries, may send a Control Notice to the Account Bank.
- (b) After the Account Bank receives a Control Notice, and until such notice is revoked by the Security Agent:
 - (i) subject to paragraph (a) above, the relevant Credit Balance will cease to be available to the Security Provider and the Security Provider must not debit the relevant Bank Account; and
 - (ii) provided that a Prepayment Event of Default has not occurred or is not continuing, the Security Agent will instruct the Account Bank to operate the Bank Accounts as required in accordance with the Prepayment Agreement, subject to the terms of this Agreement.
- (c) Notwithstanding the issuance of a Control Notice, the Account Bank may complete any transaction which started before the date it received the Control Notice.
- (d) After a Control Notice is revoked by the Security Agent, the Security Provider may use each Bank Account and dispose of each Credit Balance in accordance with Clause 5.2 (Authorisation to use the Bank Accounts).

6. REPRESENTATIONS AND WARRANTIES

6.1 General

The Security Provider makes the representations set out in this Clause to the Beneficiaries.

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6.2 Nature of security

- (a) Subject to the Legal Reservations, the Pledge constitutes a first ranking pledge (*nantissement de premier rang*) over each Credit Balance.
- (b) No claims or proceedings are pending or, to its knowledge threatened in writing, before courts or arbitration tribunals in France, or in any other jurisdiction, in connection with any Bank Account and any Credit Balance.
- (c) There is no agreement currently in effect requiring it to create a Security Interest in respect of, or otherwise dispose of or transfer any Bank Account and, subject to the Prepayment Agreement, any Credit Balance to any other person.

6.3 Time for making representations and warranties

- (a) The representations and warranties set out in this Agreement (including in this Clause) are made on the Signing Date.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Agreement is deemed to be repeated by the Security Provider on each date on which any representations and warranties are deemed to be repeated under clause 16.16 (Repetition) of the Limited Recourse Loan Agreement.
- (c) When a representation is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.

7. UNDERTAKINGS

7.1 General

The Security Provider agrees to be bound during the Security Period by the undertakings set out in this Clause.

7.2 Restrictions on dealings

The Security Provider must not:

- (a) create or permit to subsist any Security Interest on, or in respect of, any Bank Account; or
- (b) sell, transfer or otherwise dispose of, any Bank Account,

except as expressly permitted under the Limited Recourse Loan Agreement or this Agreement.

7.3 General undertakings relating to the Bank Accounts

- (a) The Security Provider must not close or transfer any Bank Account, other than as required under the Finance Documents and the Prepayment Agreement and with the prior written consent of the Security Agent.
- (b) The Security Provider must:
 - (i) procure that the Account Bank, at any time, promptly provide any information which the Beneficiaries may reasonably require including any reports or records in respect of the any Bank Account and sign any document and take any action necessary to this effect;

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- (ii) immediately notify the Security Agent of any occurrence which is likely to affect materially or adversely any Bank Account or the Pledge; and
- (iii) comply with all obligations assumed by it in respect of the Bank Accounts including taking all the necessary steps to defend its rights in respect of the Bank Accounts against any claim or demand of any person in order to protect the rights of the Beneficiaries in respect of the Bank Accounts or the Pledge.

8. ENFORCEMENT OF SECURITY

8.1 General

After a Glencore Enforcement Event occurs, the Beneficiaries, represented by the Security Agent, may immediately and in their absolute discretion, exercise any right under:

- (a) applicable law; or
 - (b) Clauses 8.2 (Procedure for enforcement) and 8.3 (Partial enforcement) of this Agreement,
- to enforce all or any part of the Pledge in any manner they see fit.

8.2 Procedure for enforcement

- (a) After a Glencore Enforcement Event occurs, and without prejudice to Clause 8.1 (General), the Security Agent, acting for and on behalf of the Beneficiaries, may send an Enforcement Notice to the Account Bank (with a copy to the Security Provider) in which the Security Agent instructs the Account Bank to transfer any temporary Credit Balance standing to the credit of each Bank Account on the Enforcement Date from any Bank Account to a bank account opened in the name of the Security Agent (or any successor or potential successor to the Security Provider's rights under the Prepayment Agreement, consequent to any enforcement action in relation to the Prepayment Agreement Security Assignment) referred to in the Enforcement Notice, for the purposes of application of amounts in accordance with the Prepayment Agreement.
- (b) Without prejudice to paragraph (a) above, after a Glencore Enforcement Event occurs and provided that a Prepayment Event of Default has occurred and is continuing at such time, the Security Agent, acting for and on behalf of the Beneficiaries, may send an Enforcement Notice to the Account Bank (with a copy to the Security Provider) in which the Security Agent forecloses (*se fait attribuer*) on any Credit Balance under article 2365 of the Civil Code (subject to completing any transaction which the Account Bank started before the Enforcement Date (*régularisation des opérations en cours*)), provided that, in relation to any amount held on any Bank Account for the purposes of payment of Priority Amounts, the remedy of foreclosure may only be exercised in relation to the Credit Balance corresponding thereto following delivery to SHT of notice of acceleration under clause 19.16 (Acceleration) of the Prepayment Agreement.
- (c) The Account Bank must promptly comply with the Security Agent's instructions given under paragraph (a) or (b) above.

8.3 Partial enforcement

Following the enforcement of the Pledge in accordance with Clause 8.2 (Procedure for enforcement) and until the expiry of the Security Period, the Beneficiaries may enforce the Pledge and exercise their rights set out in this Clause 8 (Enforcement of security) in respect of any future Credit Balance.

9. APPLICATION OF PROCEEDS

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- (a) Any moneys received by the Security Agent after the Pledge has become enforceable consequent to the occurrence of both a Glencore Enforcement Event and a Prepayment Event of Default must be applied in accordance with clause 27.7 (Application of proceeds) of the Limited Recourse Loan Agreement.
- (b) This Clause is subject to the payment of any claims having priority over the Pledge. This Clause does not prejudice the right of any Beneficiary or the Security Agent to recover any shortfall from the Security Provider.

10. EXPENSES AND INDEMNITY

The Security Provider must:

- (a) immediately on demand pay all costs and expenses (including legal fees and expenses and translation costs), and all related charges, duties, taxes or registration fees incurred by the Security Agent and the other Beneficiaries, any attorney, manager, delegate, sub-delegate agent or other person appointed by any of them in accordance with this Agreement, in relation to:
 - (i) the preparation, negotiation (including any re-negotiation), execution or perfection of this Agreement; or
 - (ii) the enforcement, preservation or release of the Pledge; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

11. DELEGATION

11.1 Power of attorney

To the extent permitted by law, the Security Agent and any other Beneficiary may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Agreement.

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the relevant Beneficiary may think fit.

12. CHANGES TO THE PARTIES

12.1 General

Any right, privilege, power and action of the Beneficiaries will inure to the benefit of their respective successors and assigns as contemplated in this Clause and in accordance with the Finance Documents.

12.2 Security Provider

The Security Provider may not assign, transfer or novate any of its rights or obligations under this Agreement without the consent of the Beneficiaries.

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12.3 Beneficiaries

- (a) Each Beneficiary may assign, transfer or novate any of its rights and obligations under this Agreement in the manner permitted under the Limited Recourse Loan Agreement.
- (b) If a Beneficiary transfers by way of a novation all or part of its rights and obligations under the Finance Documents, the Parties expressly agree that all security interest, rights, powers, privileges and actions of that Beneficiary under this Agreement and under the Pledge will be reserved in favour of its successors, in accordance with the provisions of paragraph 2 of article 1334 of the Civil Code.

13. MISCELLANEOUS

13.1 Amendments

Unless otherwise agreed in the Limited Recourse Loan Agreement and subject to any formality required by law, any term of this Agreement may be amended by an agreement in writing between the Parties.

13.2 No amendment of Limited Recourse Loan Agreement

This Agreement has the sole objective of establishing the Pledge for the benefit of the Beneficiaries and does not have the objective or effect of modifying the rights or obligations set out in the Limited Recourse Loan Agreement.

13.3 Waivers and remedies cumulative

- (a) The rights and remedies of the Beneficiaries under this Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) are cumulative and not exclusive of its rights under the general law; and
 - (iii) may be waived only in writing and specifically.
- (b) Delay in exercising or non-exercise of any right or remedy is not a waiver of that right or remedy.
- (c) Single or partial exercise of any right or remedy will not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

13.4 Liability of the Beneficiaries

To the fullest extent permitted by law and subject to clause 27.6.3 of the Limited Recourse Loan Agreement, the Beneficiaries will not be liable to the Security Provider, any other Beneficiary or any other person for any cost, expense, loss or liability arising from:

- (a) the exercise of a right or privilege under this Agreement; or
- (b) any act, default, omission or misconduct on the part of any Beneficiary or any of its delegates or sub-delegates, in relation to this Agreement,

unless directly caused by its gross negligence (*faute lourde*) or wilful misconduct (*dol*).

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14. SEVERABILITY

If a term or a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term or provision of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term or provision of this Agreement.

15. RELEASE

At the end of the Security Period or earlier if expressly authorised under the Finance Documents, the Security Agent, acting for and on behalf of the Beneficiaries, must, at the request and cost of the Security Provider, take whatever action is necessary to release the Pledge.

16. NOTICES

16.1 In writing and effectiveness

- (a) Any communication in connection with this Agreement must be made, and will be effective, in the manner set out in clause 28 (Notices) of the Limited Recourse Loan Agreement.
- (b) A communication to the Security Agent will only be effective on actual receipt.

16.2 Contact details

- (a) Except as provided below, the contact details of each Party for all communications in connection with this Agreement are those set out in Clause 28 (Notices) of the Credit Agreement or otherwise notified by that Party for this purpose to the Security Agent on or before the date it becomes a Party.
- (b) The contact details of the Account Bank for this purpose are:

Address: 68/76 Quai de la Râpée - 75012 Paris, France
Fax: +33(0)158192275
E-mail: matthieu.nevouet@natixis.com / veronique.magnillat-jacques@natixis.com
Attention: Matthieu Nevouet/ Véronique Magnillat-Jacques

- (c) Any Party may change its contact details by giving five (5) Business Days' notice to the other Parties.
- (d) Where a Party nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

17. LANGUAGE

- (a) This Agreement is executed in the English language.
- (b) Notwithstanding paragraph (a) above, a Control Notice or an Enforcement Notice will be signed in the French language only. Only the French version of these notices will be binding.

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18. GOVERNING LAW

This Agreement is governed by French law.

19. JURISDICTION

The Commercial Court of Paris (*Tribunal de commerce de Paris*) has exclusive jurisdiction to settle any dispute in connection with this Agreement or any documents or instruments delivered pursuant to it.

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SCHEDULE 1
ORIGINAL BENEFICIARIES

(a) The Facility Agent

Natixis, 30, avenue Pierre Mendès-France, 75013 Paris, France.

(b) The Security Agent

Natixis, 30, avenue Pierre Mendès-France, 75013 Paris, France.

(c) The Lenders as of the date of this Agreement

Africa Finance Corporation, 3a Osborne Road Ikoyi, Lagos, Nigeria.

BMCE BANK International plc, 26 Upper Brook Street, London W1K 7QE England.

British Arab Commercial Bank plc 8-10 Mansion House Place, London EC4N 8BJ, England.

CITIBANK NA LONDON, Citigroup Center, 25 Canada Square, Canary Wharf, London E14 5LB England.

Credit Agricole Corporate and Investment Bank, London branch, Broadwalk House, 5 Appold Street, EC2A 2DA, London, England.

Deutsche Bank AG, Amsterdam Branch, De Entree 99 – 197 Amsterdam 1101 HE Netherlands.

ECOBANK NIGERIA LIMITED, Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria

FBN Bank (UK) Ltd, 28 Finsbury Circus, London EC2M 7DT, UK

Federated Project and Trade Finance Core Fund, 1001 Liberty Avenue Pittsburgh, PA 15222-3779 USA.

FIMBANK PLC, Mercury Tower, The Exchange Financial & Business Centre, Elia Zammit Street, St. Julian's STJ 3155, Malta.

TEMPLETON EMERGING MARKET DEBT OPPORTUNITIES FUNDS PLC, Cannon Place, 78 Cannon Street, EC4N 6HL London, UK.

FRANKLIN GLOBAL TRUST - FRANKLIN TEMPLETON EMERGING MARKET DEBT OPPORTUNITIES FUNDS, Cannon Place, 78 Cannon Street, EC4N 6HL London, UK.

Glencore International AG, Baarermattstrasse 3, 6340 Baar, Switzerland.

ING Belgium NV/SA, Avenue Marnix 24 1000 Brussels Belgium.

THE MAURITIUS COMMERCIAL BANK LTD, 9-15, Sir William Newton Street, Port Louis, Mauritius.

Natixis, 30, avenue Pierre Mendès-France, 75013 Paris, France.

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PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO, Cannon Place, 78 Cannon Street,
EC4N 6HL London, UK.

SOCIETE GENERALE, 29 Boulevard Haussmann 75009 Paris France.

THE HARRY L. BRADLEY JR. TRUST MASTER INVESTMENT PARTNERSHIP, LLP,
Cannon Place, 78 Cannon Street, EC4N 6HL London, UK.

THE JBUT MASTER INVESTMENT PARTNERSHIP, LLP, Cannon Place, 78 Cannon Street,
EC4N 6HL London, UK.

WEST VIRGINIA INVESTMENT MANAGEMENT BOARD, Cannon Place, 78 Cannon Street,
EC4N 6HL London, UK.

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SCHEDULE 2
DETAILS OF THE BANK ACCOUNTS

Account	Bank Code	Branch Code	Account Number	RIB Key
SHT PCCL Gross Proceeds Account	30007	99999	██████15101	████
JV Pool Gross Proceeds Account	30007	99999	██████15102	████
RIK Pool Gross Proceeds Account	30007	99999	██████15103	████
Priority Amounts Account	30007	99999	██████15201	████
Net Proceeds Account	30007	99999	██████15202	████
Debt Service Account	30007	99999	██████15301	████
Retained Amounts Accounts	30007	99999	██████15302	████

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SCHEDULE 3
FORM OF CONTROL NOTICE
PART 1
FORM OF CONTROL NOTICE (FRENCH)
NOTIFICATION DE CONTROLE

A : Natixis
[Adresse]

A l'attention de : [●]

Copie à : Glencore Energy UK Ltd.
[Adresse]

A l'attention de : [●]

LETTRE RECOMMANDÉE AVEC AVIS DE RÉCEPTION

[Date]

Objet : Notification de contrôle

Messieurs,

Nous nous référons au contrat de nantissement de comptes bancaires en date du [●] (le **Contrat de Nantissement**) conclu entre notamment Glencore Energy UK Ltd. en qualité de constituant (le **Constituant**), Natixis en qualité d'agent des sûretés, votre établissement en qualité de teneur de compte et les créanciers nantis décrits dans ledit contrat aux termes duquel le Constituant a nanti [le]/[les] compte[s] n°[référence du compte bancaire] [et [référence du compte bancaire]] ouvert[s] à son nom dans vos livres (le[s] **Compte[s] Nanti[s]**), conformément à l'article L.521-1 du Code de commerce et aux articles 2355 et suivants du Code civil (le **Nantissement**).

En application des termes du Contrat de Nantissement, nous vous donnons instruction de bloquer le[s] Compte[s] Nanti[s] et d'interdire toute opération au débit [du]/[des] Comptes Nanti[s] jusqu'à la réception par vous d'une notification contraire de notre part.

[Nonobstant ce qui précède, nous vous autorisons à opérer [le]/[les] Compte[s] Nanti[s] conformément aux stipulations de la Convention de Remboursement Anticipé (*Prepayment Agreement*).]

Il est entendu que le contrôle [du]/[des] Compte[s] Nanti[s] n'interdira pas :

- (a) l'inscription au débit [du]/[de chaque] Compte Nanti des opérations initiées avant la date de réception par vous de cette instruction de contrôle ;
- (b) l'inscription au débit [du]/[de chaque] Compte Nanti des montants nécessaires au paiement des obligations garanties par le Nantissement ; et

[Signature]

(c) toute remise au crédit [du]/[des] Compte[s] Nanti[s].

Nous vous prions de croire, Messieurs, en l'assurance de notre considération distinguée.

NATIXIS

En qualité d'Agent des Sûretés (*Securiy Agent*) aux termes du Contrat de Nantissement

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PART 2

FORM OF CONTROL NOTICE (ENGLISH)

[TRANSLATION FOR INFORMATION PURPOSES ONLY]

CONTROL NOTICE

To: Natixis
[Address]
Attention: [●]

Copy: Glencore Energy UK Ltd.
[Address]

Attention: [●]

[Date]

REGISTERED MAIL WITH ACKNOWLEDGMENT OF RECEIPT

Control Notice

Dear Sirs,

We refer to the bank account pledge agreement dated [●] (the **Pledge Agreement**) made between Glencore Energy UK Ltd. as security provider (the **Security Provider**), Natixis as security agent, you as account bank and the beneficiaries described in the Pledge Agreement, pursuant to the terms of which the Security Provider granted a pledge over the account[s] number [details of the bank account] [and [bank account details]] opened in your books (the **Pledged Account[s]**) in accordance with article L. 521-1 of the Commercial Code and articles 2355 *et seq.* of the Civil Code (the **Pledge**).

In accordance with the terms of the Pledge Agreement, we instruct you to block the Pledged Account[s] and to prevent withdrawals from the Pledged Account[s] until you receive a notice in writing from us revoking this Control Notice.

[Notwithstanding the above, we authorise you to operate the Pledged Account[s] in accordance with the provisions of the Prepayment Agreement.]

We confirm that the control of the Pledged Account[s] will not prejudice:

- (a) the registration to the Pledged Account[s] of any transaction initiated before the date of receipt of this control instruction;
- (b) the withdrawal from the Pledged Account[s] of any sum up to the amount necessary to discharge the liabilities secured by the Pledge; and
- (c) the transfer of any sum to the credit of the Pledged Account[s].

[Handwritten signature]

Yours sincerely,

NATIXIS

As Security Agent under the Pledge Agreement

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SCHEDULE 4

FORM OF ENFORCEMENT NOTICE

PART 1

FORM OF ENFORCEMENT NOTICE (FRENCH)

NOTIFICATION DE RÉALISATION

A : Natixis
[Adresse]
A l'attention de : [●]

Copie à : Glencore Energy UK Ltd.
[Adresse]
A l'attention de : [●]

LETTRE RECOMMANDÉE AVEC AVIS DE RÉCEPTION

[Date]

Objet : Notification de réalisation de nantissement

Messieurs,

Nous nous référons :

- (a) au contrat de nantissement de comptes bancaires en date du [●] (le **Contrat de Nantissement**) conclu entre notamment Glencore Energy UK Ltd. en qualité de constituant (le **Constituant**), Natixis en qualité d'agent des sûretés (l'**Agent des Sûretés**), votre établissement en qualité de teneur de compte et les créanciers nantis décrits dans ledit contrat (les **Créanciers Nantis**) aux termes duquel le Constituant a nanti [le]/[les] compte[s] n°[références du compte bancaire] [et n°[références du compte bancaire]] ouvert[s] à son nom dans vos livres (le[s] **Compte[s] Nanti[s]**), conformément à l'article L.521-1 du Code de commerce et aux articles 2355 et suivants du Code civil (le **Nantissement**) ; [et
- (b) à la notification de contrôle que nous vous avons adressée en date du [●]]¹.

Nous vous notifions que nous réalisons le Nantissement. En conséquence et en application du Contrat de Nantissement, nous vous donnons instruction de :

- (a) [bloquer le[s] Compte[s] Nanti[s] et interdire toute opération au débit [du]/[des] Compte[s] Nanti[s] (à l'exception des opérations décrites au paragraphe (b) ci-dessous) ; et]²
- (b) après avoir régularisé les opérations en cours à la date de réception par vous de cette notification, virer le solde créditeur provisoire [du]/[de chaque] Compte Nanti à la date de cette notification entre nos mains en notre qualité d'Agent des Sûretés, agissant au nom et pour le compte des Créanciers

¹ Only if the Security Agent has sent a Control Notice prior to this Enforcement Notice.

² Include only if the Security Agent has not sent a Control Notice prior to this Enforcement Notice.

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Nantis, sur le compte bancaire dont les références sont les suivantes : [●], conformément aux dispositions de l'article 2365 du Code civil.

Nous vous prions de croire, Messieurs, en l'assurance de notre considération distinguée.

NATIXIS

En qualité d'Agent des Sûretés aux termes du Contrat de Nantissement

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PART 2

FORM OF ENFORCEMENT NOTICE (ENGLISH)

[TRANSLATION FOR INFORMATION PURPOSES ONLY]

ENFORCEMENT NOTICE

To: Natixis
[Address]
Attention: [●]

Copy: Glencore Energy UK Ltd.
[Address]
Attention: [●]

[Date]

REGISTERED MAIL WITH ACKNOWLEDGMENT OF RECEIPT

Enforcement of pledge notice

Dear Sirs,

We refer to:

- (a) the bank accounts pledge agreement dated [●] (the **Pledge Agreement**) made between Glencore Enerby UK Ltd. as security provider (the **Security Provider**), Natixis as security agent (the **Security Agent**), you as account bank and the beneficiaries described in the Pledge Agreement (the **Beneficiaries**) under the terms of which the Security Provider granted a pledge over the account[s] number [details of the bank account] [and [bank account details]] opened in your books (the **Pledged Account[s]**) in accordance with article L. 521-1 of the French Commercial Code and articles 2355 *et seq.* of the French Civil Code (the **Pledge**); [and
- (b) the Control Notice which we have sent you on [●].]³

We notify you that we enforce the Pledge. Therefore and in accordance with the terms of the Pledge Agreement, we instruct you to:

- (a) [block the Pledged Account[s] and prevent withdrawals from the Pledged Account[s] (except as referred to in paragraph (b) below); and]⁴
- (b) in accordance with article 2365 of the French Civil Code, transfer (subject to the regularisation of the operations not closed at the date of receipt by you of this notification, in accordance with article

³ Only if the Security Agent has sent a Control Notice prior to this Enforcement Notice.

⁴ Include if no Control Notice has been sent by the Security Agent prior to this Enforcement Notice.

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2360 of the Civil Code) [the]/[each] temporary credit balance standing to the credit of [the]/[each] Pledged Account at the date of this notice to a bank account opened in our name as Security Agent acting for and on behalf of the Beneficiaries and the details of which are: [●].

Yours sincerely,

NATIXIS

As Security Agent under the Pledge Agreement

guy MN CS

SIGNATORIES

Executed on 09 August 2018 *CT FIN*

CS In four (5) originals
FIN *five*

The Security Provider

GLENCORE ENERGY UK LTD.

Signature: [Redacted]

Name: [Redacted]

Chahid Jarmouni
Attorney in fact.

The Security Agent

NATIXIS

Signature: [Redacted]

Name: [Redacted]

Matthieu Nevouet

Graziella Roca Labarre

The Account Bank

NATIXIS

Signature: [Redacted]

Name: [Redacted]

Matthieu Nevouet

Graziella Roca Labarre

The Original Beneficiaries

Represented by the Security Agent

NATIXIS

Signature: [Redacted]

Name: [Redacted]

Matthieu Nevouet

Graziella Roca Labarre