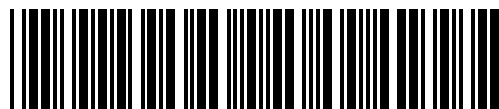




**Registration of a Charge**

Company Name: **GLENCORE ENERGY UK LTD.**

Company Number: **04542769**



Received for filing in Electronic Format on the: **28/04/2022**

XB2UTDQ8

**Details of Charge**

Date of creation: **27/04/2022**

Charge code: **0454 2769 0189**

Persons entitled: **NATIXIS AS SECURITY AGENT  
THE STANDARD BANK OF SOUTH AFRICA LIMITED, ISLE OF MAN  
BRANCH  
FIRST ABU DHABI BANK PJSC  
MUFG BANK, LTD.**

**There are more than four persons entitled to the charge.**

Brief description:

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

Certified by:

**ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4542769

Charge code: 0454 2769 0189

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2022 and created by GLENCORE ENERGY UK LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2022 .

Given at Companies House, Cardiff on 1st May 2022

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**



# Pledge of Bank Account Agreement

*(Contrat de Nantissement de Compte Bancaire)*

Glencore Energy UK Ltd.

as the Pledgor

Natixis

as the Security Agent

Natixis

as the Account Bank

and

The Lenders

(as defined in this Pledge Agreement)

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**THIS PLEDGE OF BANK ACCOUNT AGREEMENT** (this "**Pledge Agreement**") is made on 27 April 2022

**BETWEEN:**

- (1) **GLENCORE ENERGY UK LTD.**, a company registered in England and Wales with registration number 4542769) whose registered office is at 18 Hanover Square, London W1S 1JY, England (the "**Pledgor**");
- (2) **NATIXIS**, acting in its capacity as security agent in its name for its own account and for the benefit of the Beneficiaries in accordance with the provisions of clause 9 (Security Agent) (the "**Security Agent**");
- (3) **NATIXIS**, acting in its capacity as account bank in relation to the Pledged Account (as defined below) (the "**Account Bank**"); and
- (4) **THE FINANCIAL INSTITUTIONS** listed in schedule 1 (The Lenders) as lenders (the "**Lenders**");

(each, a "**Party**", and together the "**Parties**").

**WHEREAS**

- (A) The Pledgor, the Republic of Congo and Société Nationale des Pétroles du Congo have agreed in the Prepayment Agreement (as defined below) that an account will be opened with the Account Bank in the name of the Pledgor for the purposes of allocating, holding and paying the proceeds of Cargoes (as defined in the Prepayment Agreement).
- (B) The Pledgor has agreed to grant security over the Pledged Account (as defined below) in favour of the Beneficiaries in connection with the Limited Recourse Loan Agreement (as defined below), under which the Lenders have made available a USD facility to the Pledgor.
- (C) Under an amendment and restated agreement dated on or about the date of this Pledge Agreement in relation to the Limited Recourse Loan Agreement (as defined below), it is a requirement that the Pledgor enters into this bank account pledge agreement (*nantissement de compte bancaire*).

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Incorporation by reference**

Capitalised terms used in this Pledge Agreement (including the recitals) and not otherwise defined herein shall have the meaning ascribed thereto in the Limited Recourse Loan Agreement and shall be interpreted and construed in accordance therewith.

**1.2 Definitions**

In this Pledge Agreement:

**"Beneficiaries"** means, together, the Lenders, the Security Agent and the Facility Agent;

**"Credit Balance"** means the amount standing to the credit of the Pledged Account at any date referred to in article 2360 of the French Civil Code (including where relevant any interest produced by such balance);

**"Default"** means a Default under the Limited Recourse Loan Agreement;

**"Enforcement Event"** means (i) an Event of Default which has resulted in the Agent or any other person entitled to do so exercising its rights under clause 19.14 (*Acceleration and enforcement*) of the Limited Recourse Loan Agreement or (ii) the occurrence of an Event of Default under clause 19.1 (*Non-payment*) of the Limited Recourse Loan Agreement;

**"Enforcement Notice"** means a letter substantially in the form set out in schedule 3;

**"Event of Default"** means an Event of Default under the Limited Recourse Loan Agreement;

**"Limited Recourse Loan Agreement"** means the Limited Recourse Loan Agreement between, amongst others, Glencore Energy UK Ltd. as borrower, Natixis as mandated lead arranger, Natixis as facility agent and as security agent and the Lenders dated 17 April 2015 as amended and restated on or about the date of this Pledge Agreement;

**"Notice to Block the Pledged Account"** means a notice issued by the Security Agent substantially in the form of schedule 2 (Notice to Block the Pledged Account);

**"Pledge"** means the pledge of the Pledged Balance as described in this Pledge Agreement;

**"Pledged Account"** means the account number [REDACTED] in US Dollar which IBAN is [REDACTED] opened in France, entitled the "Retention Account", in the books of the Account Bank;

**"Pledged Balance"** means the claim resulting from the Credit Balance of the Pledged Account;

**"Prepayment Agreement"** means the prepayment agreement dated 25 February 2015 between the Pledgor and Société Nationale des Pétroles du Congo as amended and restated on 28 January 2022;

**"Secured Obligations"** means each liability and obligation specified in clause 3 (Secured Obligations); and

**"Security Period"** means the period beginning on the date hereof and ending on the date on which all of the Secured Obligations have been irrevocably and unconditionally discharged in full and none of the Beneficiaries have any continuing obligation under or in connection with the Finance Documents.

### 1.3 Construction

Unless a contrary indication appears, in this Pledge Agreement:

- (a) a reference to any Party and any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of any of the Security Agent, any person for the time being appointed as Security Agent, in accordance with the Finance Documents;
- (b) a reference to an agreement or document is a reference to that agreement or document as amended, supplemented, restated or otherwise modified;
- (c) a provision of law or regulation is a reference to that provision as amended or otherwise modified;
- (d) a Default or any Event of Default being outstanding means that it has not been remedied or waived;
- (e) section, clause and schedule headings are for ease of reference only.

## 2. **PLEDGE OF THE PLEDGED BALANCE**

The Pledgor hereby pledges the Pledged Balance to each Beneficiary as security for the Secured Obligations in accordance with the provisions of this Pledge Agreement and of articles 2355 and onwards of the French Civil Code.

The Parties acknowledge that pursuant to provisions of article 2361 of the French Civil Code, the Pledge has become effective as between the Parties and has become enforceable against third parties on the date of this Pledge Agreement.

## 3. **SECURED OBLIGATIONS**

### 3.1 **Secured Obligations**

This Pledge Agreement is entered into for the purpose of securing each payment obligation and liability, in any currency, whether present, future, actual (*certaines*) or contingent (*éventuelles*), or owed jointly or severally (or in any other capacity whatsoever), including if due for early payment and including in connection with the cancellation (*résolution*) or nullification (*nulité or caducité*) of any payment and repayment obligations of the Pledgor, in any capacity, towards any Beneficiary under each Finance Document and increased, in each case, by any principal amount resulting from the compounding of interest and by any interest, default interest, costs and fees, commissions, taxes, penalties, indemnification and any other amount of a similar nature, calculated pursuant to, as applicable, any Finance Document.

### 3.2 **Enforceable against Account Bank**

In accordance with article 2363 of the Civil Code, the Pledge is enforceable against the Account Bank by virtue of it being a Party.

## 4. **REPRESENTATIONS**

Without prejudice to the representations set out in clause 16 (Representations) of the Limited Recourse Loan Agreement, the Pledgor represents and warrants to the Security Agent (for the benefit of the Beneficiaries) as at the date hereof that and for the duration of the Security Period:

- (a) it is the sole holder (*titulaire*) and owner of the Pledged Account and has full ownership of the Pledged Balance;
- (b) subject to the Legal Reservations (as defined in the Limited Recourse Loan Agreement), the Pledge constitutes a valid and legally binding first ranking pledge over the Pledged Balance as security for the Secured Obligations;
- (c) no authorisation of a third party is necessary in the case of the attribution of the amount standing to the credit of the Pledged Account further to the enforcement of the Pledge;
- (d) the Pledged Account and the Pledged Balance are free and clear from any third party's right or action (including any *saisie*), are not the subject of any escrow arrangement (*séquestre*) or any other similar procedure and it has not created, incurred or permitted to subsist any security interest, pledge, or other encumbrance or security whatsoever over the Pledged Account and the Pledged Balance, other than the Pledge or any legal privileges (*privilèges légaux*) and it has not entered into any agreement or done anything which could affect the rights of the Beneficiaries under the Pledge and/or this Pledge Agreement.



## 5. UNDERTAKINGS

From the date of this Pledge Agreement, and for the duration of the Security Period, the Pledgor undertakes in favour of the Beneficiaries:

- (a) not to close, sell, transfer or otherwise dispose of the Pledged Account, other than as required under the Finance Documents and with the prior written consent of the Security Agent;
- (b) not to grant or allow to subsist any security of any sort whatsoever over the Pledged Account and the Pledged Balance other than in favour of the Beneficiaries, subject to any legal privileges (*privilèges légaux*);
- (c) to respect and fulfil all of its obligations arising from any agreements entered into with the Account Bank and relating to the operation of the Pledged Account;
- (d) to comply with all obligations assumed by it in respect of the Pledged Account including taking all necessary steps to defend its rights in respect of the Pledged Account and the Pledged Balance against any claim or demand of any person in order to protect the rights of the Beneficiaries over those assets, and to promptly keep the Security Agent informed of any such claim or demand;
- (e) if, after the date hereof, the passing of any law or regulation, or the amendment to, the change in interpretation or application of, any existing law or regulation, shall have any adverse effect on the validity or enforceability of this Pledge Agreement or of the security hereby created, to take, at its own cost, any steps which, from time to time, may be reasonably required by the Security Agent, to enable the Beneficiaries to benefit from rights at least as favourable as the rights contained herein prior to such passing or amendment;
- (f) at its own expense, to promptly execute and deliver all further instruments and documents, and take all further action, that the Security Agent may reasonably request, in order to perfect and protect any security interest to be granted or purported to be granted hereunder or to enable the Security Agent (for the benefit of the Beneficiaries) to exercise and enforce their rights and remedies hereunder with respect to the Pledged Account and the Pledged Balance;
- (g) to provide all information concerning the Pledged Account and the Pledged Balance to the Security Agent as the Beneficiaries may reasonably request including any reports or records in respect of the Pledged Account and sign any document to take any action necessary to this effect;
- (h) not to do anything which could adversely affect the rights of the Beneficiaries under the Pledge and/or this Pledge Agreement; and
- (i) to immediately notify the Beneficiaries of any occurrence which is likely to affect materially or adversely the Pledged Account or the Pledge.

## 6. OPERATION OF THE PLEDGED ACCOUNT

- 6.1 As long as the Security Agent has not exercised its right to block the account in accordance with clause 6.2 below, the Pledgor is free to use the account in accordance with the provisions of this Pledge Agreement and the provisions of the Prepayment Documents (as defined in the Limited Recourse Loan agreement).
- 6.2 At any time upon the occurrence of an Event of Default which is outstanding, the Security Agent (acting on behalf of the Beneficiaries), shall have the right (and not the obligation) to notify the Account Bank (with copy notification to be sent to the Pledgor) of the occurrence of such an Event of Default substantially in the form set out in schedule 2 and

to request that the Pledged Account be blocked with immediate effect and for so long as that Event of Default is outstanding.

- 6.3 If, at any time between the receipt by the Account Bank of a block notification and the enforcement of the Pledge pursuant to Clause 7.1 (*Enforcement*) below, the Security Agent is satisfied that the said Event of Default is remedied or waived in accordance with the Limited Recourse Loan Agreement, the Security Agent shall send a notice to the Account Bank confirming the above. Upon receipt of such notice the Pledgor shall be allowed to operate the Pledged Account in accordance with Clause 6.1.
- 6.4 Despite the Pledged Account being blocked, the Account Bank shall be entitled to transfer any amount standing to the credit of the Pledged Account to the account designated by the Security Agent for the payment and discharge of the Secured Obligations.

## 7. **ENFORCEMENT**

### 7.1 **Enforcement**

In accordance with article L. 211-38 *et seq.* of the French *Code monétaire et financier*, the Pledge shall be enforceable, subject to the other provisions of this Pledge Agreement, notwithstanding the opening of any insolvency proceeding governed by Book VI of the French *Code de commerce* or of any equivalent proceeding under any foreign law, any civil enforcement proceeding (*procédure civile d'exécution*) or opposition.

Upon the occurrence of an Enforcement Event, the Security Agent, (acting on behalf of the Beneficiaries), may exercise, immediately and at its sole discretion, all rights, remedies and actions whatsoever which are available to it to enforce (*réaliser*) the Pledge pursuant to clause 7.2 (Procedure for enforcement) and clause 7.3 (Partial enforcement) hereunder, including the delivery of an Enforcement Notice instructing the Account Bank transfer immediately to the account indicated in the Enforcement Notice all amounts, including interest, standing to the credit of the Pledged Account on the date of receipt of such Enforcement Notice, without prejudice to the rights or actions whatsoever which may be exercised or taken independently or concurrently by any other Beneficiary.

In the case of an enforcement (*réalisation*) of the Pledge by way of contractual appropriation, the Pledged Balance will be attributed to the Beneficiaries in compliance with article 2365 of the French Civil Code, eight (8) days after a notice remains with no effect.

### 7.2 **Procedure for enforcement**

In accordance with clause 7.1, the Security Agent, acting for and on behalf of the Beneficiaries, may by notice to the Account Bank require the Account Bank to transfer immediately any temporary Credit Balance standing to the credit of the Pledged Account to a bank account opened in the name of the Security Agent (or any successor or potential successor to the Pledgor's rights under the Prepayment Agreement, consequent to any enforcement action in relation thereto taken by the Security Agent), for the purposes of application of amounts in accordance with the Limited Recourse Loan Agreement. The Account Bank must comply with any such instruction from the Security Agent.

### 7.3 **Partial enforcement**

Following the enforcement of the Pledge in accordance with clause 7.2 (Procedure for enforcement) hereabove and until the expiry of the Security Period, the Beneficiaries may enforce the Pledge and exercise their rights set out in this clause 7 (Enforcement) in respect of any future Credit Balance.

8. **DURATION**

8.1 This Pledge Agreement and the Pledge shall remain in full force and effect throughout the Security Period.

8.2 At the end of the Security Period, the Security Agent shall, at the request and at the expense of the Pledgor, but without recourse to or representation or warranty by or from the Security Agent, execute and deliver all instruments (on behalf of the Beneficiaries) to allow the release and the termination of the Pledge.

9. **SECURITY AGENT**

For the purpose of this Pledge Agreement and of the Pledge, the Security Agent shall represent the Beneficiaries, for the purposes of constituting, registering, managing and enforcing the Pledge, in accordance with clause 24 (Security Agent) of the Limited Recourse Loan Agreement.

10. **COMMUNICATIONS**

All notices and other communications to be made for the purposes of this Pledge Agreement shall be made in accordance with clause 28 (Notices) of the Limited Recourse Loan Agreement.

11. **EXPENSES AND INDEMNITY**

The Pledgor shall:

- (a) immediately on demand pay to the Security Agent (for its own benefit or on behalf of the Beneficiaries) any expense (including legal fees and other out of pocket expenses and any taxes) and costs which the any of them may incur in connection with the preparation and performance of this Pledge Agreement including the perfection, preservation or enforcement of any of the Beneficiaries' rights under this Pledge Agreement and the Pledge, and the release of the Pledge, all in accordance with the provisions of the Finance Documents; and
- (b) keep each of the Security Agent and the Beneficiaries indemnified against any failure or delay in paying any of those costs and expenses.

12. **DISCLOSURE**

12.1 The Pledgor hereby authorise the Account Bank to provide any information relating to the Pledged Account to the Security Agent (for the benefit of the Beneficiaries) for the purpose of the preservation and/or the exercise of their rights under the Pledge and/or this Pledge Agreement.

12.2 Each of the Security Agent and the Account Bank is expressly authorised to disclose, on a case by case basis, such information concerning the Pledgor or any other person, the Pledge and the documents relating thereto in accordance with the provisions of clause 33 (Confidential information) of the Limited Recourse Loan Agreement.

13. **BENEFICIARIES**

13.1 This Pledge Agreement and the Pledge will inure to the benefit of the Security Agent including its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as Security Agent in accordance with the Finance Documents.

13.2 Each Beneficiary may assign, transfer or novate any of its rights and obligations under this Pledge Agreement in the manner permitted under the Limited Recourse Loan Agreement.

13.3 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 Pledge 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 French Civil Code.

13.4 The Pledgor shall not be entitled to assign or transfer in whole or in part its rights or obligations under this Pledge Agreement.

#### 14. **MISCELLANEOUS**

14.1 This Pledge Agreement and the Pledge do not exclude or limit in any way the other rights of the Security Agent or of the Beneficiaries. In particular, they are in addition to all other security, security interests or guarantees held by or for the benefit of the Beneficiaries. They do not affect the nature or the extent of the liabilities which have existed or which may exist between the Pledgor and the Security Agent or the Beneficiaries.

14.2 No failure or delay of the Security Agent or any other Beneficiary to exercise any right or remedy will constitute a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise by the Security Agent or the Beneficiary or the exercise of any other right or remedy.

14.3 The Pledge shall not be extinguished and no release, partial or total, of the Pledge shall occur by reason of any partial payment in the hands of the Beneficiary in relation to the Secured Obligations.

14.4 Where any clause of this Pledge Agreement shall be or become illegal, invalid or unenforceable it is agreed that the other provisions of this Pledge Agreement shall remain legal, valid and enforceable against the Parties to this Pledge Agreement independently of the illegal, invalid or unenforceable clauses.

14.5 Each Party hereby acknowledges that the provisions of article 1195 of the French Civil Code shall not apply to it with respect to its obligations under this Pledge Agreement and the Pledge and that it shall not be entitled to make any claim under article 1195 of the French Civil Code including, but not limited to, in case of fluctuation of interest rates, currency exchange rates, any economic, stock exchange or financial index and commodity prices.

#### 15. **WAIVERS AND REMEDIES CUMULATIVE**

15.1 The rights and remedies of the Beneficiaries under this Pledge Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically/

15.2 Delay in exercising or non-exercise of any right or remedy is not a waiver of that right or remedy.

15.3 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.

#### 16. **LIABILITY OF THE BENEFICIARIES**

To the fullest extent permitted by law the Beneficiaries will not be liable to the Pledgor, 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 Pledge 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 Pledge Agreement,

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

17. **SEVERABILITY**

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

18. **APPLICABLE LAW AND JURISDICTION**

18.1 **Governing Law**

This Pledge Agreement, any non-contractual obligations arising out of or in connection with it and the Pledge shall be governed by and construed in accordance with French law.

18.2 **Submission to Jurisdiction**

The *Tribunal de Commerce de Paris* has exclusive jurisdiction to settle any dispute arising out of or in connection with this Pledge Agreement (including a dispute relating to the existence, validity, interpretation, performance or termination of this Pledge Agreement or any non-contractual obligation arising out of or in connection with this Pledge Agreement) and the Pledge.


SIGNATORIES

The Parties hereby agree to sign electronically this Pledge Agreement in accordance with the provisions of articles 1174 et seq. and 1366 et seq. of the French Civil Code, through the service provider DocuSign France who will ensure the security and integrity of the digital copies of this Pledge Agreement in accordance with applicable laws.

Each Party hereby confirm that it has the legal capacity to sign a document electronically and undertakes to take all appropriate measures to ensure that the electronic signature of this Pledge Agreement is made by its representative duly authorized for the purposes hereof.


THE PLEDGOR


Signed for and on behalf of **GLENCORE** )  
**ENERGY UK LTD.** )  
 )  
 )

DocuSigned by:  
  
4AC81FA2CF2946D.....  
Name: Ann Nash  
Title: Authorised signatory

THE SECURITY AGENT


Signed for and on behalf of **NATIXIS** )  
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DocuSigned by:  
  
8B8D23351D1C4E2.....  
Name: Marina Le Bideau  
Title: Authorised signatory

DocuSigned by:  
  
E102BF7719DC442.....  
Name: Paul Humblot  
Title: Authorised signatory

THE ACCOUNT BANK

Signed for and on behalf of **NATIXIS** )  
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Name: Marina Le Bideau  
Title: Authorised signatory


DocuSigned by:  
  
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Name: Paul Humblot  
Title: Authorised signatory

THE LENDERS

Represented by the Security Agent

Signed for and on behalf of **NATIXIS** )  
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Name: Marina Le Bideau  
Title: Authorised signatory

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E102BF7719DC442.....  
Name: Paul Humblot  
Title: Authorised signatory

## **SCHEDULE 1**

### **The Lenders**

Natixis

The Standard Bank of South Africa Limited, Isle of Man Branch

First Abu Dhabi Bank PJSC

MUFG Bank, Ltd.

KfW IPEX-Bank GmbH

ODDO BHF Aktiengesellschaft

Bank of Africa United Kingdom Plc

Project and Trade Finance Core Fund

Deutsche Bank AG, London Branch

Balteum Investors Sarl

The Mauritius Commercial Bank Limited

BARAK FUND SPC LIMITED (on behalf of BARAK STRUCTURED TRADE FINANCE SEGREGATED PORTFOLIO)

Glencore International AG



## SCHEDULE 2

### Notice to Block the Pledged Account

**(Notification de blocage du Compte Nanti)**

**[sur papier à en-tête de l'Agent des Sûretés]**

A l'attention de :

**[Nom et adresse du Teneur de Compte]**

**Références** : Numéro de compte : **[insérer le numéro du compte]** (le "**Compte Nanti**")

Titulaire du compte : **[insérer le nom et l'adresse du Constituant]** (le "**Constituant**")

Messieurs,

Nous faisons référence au contrat de nantissement de solde de compte bancaire en langue anglaise (*Pledge of Bank Account Agreement*) en date du ● (le "**Contrat de Nantissement**") conclu notamment entre (i) le Constituant et (ii) ●, agissant en qualité d'Agent des Sûretés, aux termes duquel le Constituant a nanti en faveur des Bénéficiaires (*Beneficiaries*), le solde à tout moment créditeur du Compte Nanti, y compris, le cas échéant, tout intérêt produit par ce solde.

Les termes et expressions commençant par une majuscule et non définis dans la présente auront la signification qui est donnée à leur traduction en langue anglaise dans le Contrat de Nantissement.

Conformément aux termes de l'article ● du Contrat de Nantissement, nous vous demandons de bloquer le Compte Nanti, de sorte qu'aucune opération de débit n'y soit plus inscrite, dès la réception des présentes [et jusqu'à réception, le cas échéant, d'une instruction contraire envoyée par l'Agent des Sûretés].

Il est entendu que le blocage du Compte Nanti n'interdira pas (i) l'inscription au Compte Nanti des opérations initiées avant la date de réception par vous de cette instruction écrite de blocage, (ii) l'inscription au débit du Compte Nanti des montants nécessaires au paiement des Obligations Garanties sur notification de l'Agent des Sûretés et (iii) toute remise au crédit du Compte Nanti.

Nous vous prions d'agréer, Messieurs, l'expression de nos meilleurs sentiments.

**[Date]**

**[Nom]**

en qualité d'Agent des Sûretés

---

Nom : ●

Titre : ●

**TRANSLATION FOR INFORMATION PURPOSES ONLY**

**Notice to Block the Pledged Account**

***(Notification de blocage du compte nanti)***

***[Security Agent's letterhead]***

For the attention of:

***[Name and address of the Account Provider]***

**Re:** Account Number: ***[insert account number]*** (the "**Bank Account**")  
Account Holder: ***[insert name and address of the Pledgor]*** (the "**Pledgor**")

Sirs,

We refer to the pledge agreement in English language entered into on ● (the "**Pledge Agreement**") between, amongst others, (i) ● as Pledgor and (ii) ● as Security Agent, pursuant to which the Pledgor has pledged the credit balance of the Pledged Account, including as the case may be, any interest accruing on the Pledged Account in favour of the Beneficiaries.

Capitalised terms and expressions not defined in this notice will bear the meaning given to their English translation in the Pledge Agreement.

In accordance with article ● of the Pledge Agreement, we request that you block the Pledged Account so that no debit transfer can be carried out from the receipt of this notice [and until receipt, as the case may be, of a contrary instruction sent by the Security Agent].

It is understood that the blocking of the Pledged Account will not prohibit (i) transfers to the Pledged Account initiated before the date of your receipt of this written notice to block, (ii) debit transfers from the Pledged Account necessary to carry out the payment of the Secured Obligations upon notice by the Security Agent and (iii) any credit transfer to the Pledged Account.

Yours sincerely

***[Date]***

as Security Agent

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Name: ●  
Title: ●

### SCHEDULE 3

#### Form of Enforcement Notice

To : [Name and address of Account Provider] (hereinafter the "Account Bank")

Copy to : [Name and Address of Security Agent] (hereinafter the "Security Agent")

#### Enforcement Notice

Dear Sirs,

We refer to the account pledge agreement dated \_\_\_ between Glencore Energy UK Ltd as pledgor, Natixis as Security Agent, Natixis as Account Bank and the entities listed therein as Beneficiaries (the "**Pledge Agreement**"), Glencore Energy UK Ltd has pledged in favour of the Beneficiaries the debt (créance) resulting from the Pledged Balance (including where relevant any interest produced by such balance) in accordance with articles 2355 and onwards of the French Civil Code and the provisions of articles L.521-1 and onwards of the French Commercial Code (the "**Pledge**", a copy of which is attached thereto).

Terms and expressions beginning with a capital letter herein and not defined shall, unless the context shall require otherwise, have the meaning ascribed to such terms in the Pledge Agreement.

We hereby inform you that the Pledge has become enforceable in accordance with Clause 7 (*Enforcement*) of the Pledge Agreement.

In consequence thereof, and pursuant to Clause 7 (*Enforcement*) of the Pledge Agreement, we hereby irrevocably instruct and authorise you to transfer immediately to the account indicated below all amounts, including interest, standing to the credit of the Pledged Account on the date of receipt of this Enforcement Notice (subject to regularisation of any operations under way prior to receipt of this Enforcement Notice, in accordance with the provisions of article 2360 of the French Code Civil).

Account of the Security Agent to which such transfer should be made:

IBAN (International Bank Account Number): ●

BIC (Bank Identification Code): ●

Nom : ●

Titre : ●