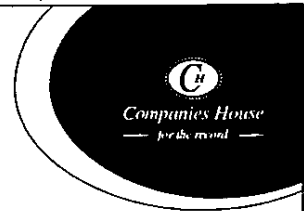


504003 - 13

In accordance with
Section 860 of the
Companies Act 2006

MG01

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**
You cannot use this form
particulars of a charge fi
company To do this, ple:
form MG01s

SATURDAY



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04/12/2010

253

COMPANIES HOUSE

1 Company details

Company number 0 7 1 2 3 1 8 7

Company name in full AFRICAN BARRICK GOLD PLC

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 ^d2 ^d4 ^m1 ^m1 ^y2 ^y0 ^y1 ^y0

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

Deed of Share Charge dated 24 November 2010 between African Barrick Gold PLC (as "Chargor")
and Citibank, N A (as "Collateral Agent") (the "Share Charge")

4 Amount secured

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

Amount secured

All obligations of every nature of the Borrowers (or either of them)
from time to time owed to the Agents (including former Agents), the
Collateral Agent and the Lenders under any Credit Document,
whether for principal, interest (including interest which, but for an
Insolvency Event, would have accrued on any Obligation, whether or
not a claim is allowed for such interest in the related insolvency
proceeding), fees, expenses, indemnification or otherwise (the
"Secured Obligations")

See continuation pages 1 - 3 for defined terms

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

Name	Citibank, N A (as collateral agent for the Secured Parties)
Address	25 Canada Square, London
Postcode	E 1 4 5 L Q
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor charges with full title guarantee in favour of the Collateral Agent as Collateral Agent for the Secured Parties, for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in the Shares, all dividends, interest and other moneys payable in respect of the shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

The Chargor undertakes that it shall not, at any time during the subsistence of the Share Charge, create or permit to subsist any security over all or any part of the Charged Property other than Security permitted pursuant to the Credit Documents. The Share Charge also contains covenants for further assurance.

See continuation page 4 for defined terms

Continuation page

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

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
8	Delivery of instrument	
	<p>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 866)</p> <p>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 870) 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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Chadbourne & Park (London) LLP</i> X</p>	
	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 **Alastair Goldrein**

Company name **Chadbourn & Parke**

Address **Regis House**

45 King William Street

Post town **London**

Country/Region **London**

Postcode **E C 4 R 9 A N**

Country **United Kingdom**

DX

Telephone **020 7337 8000**



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Additional Collateral" means collectively, all of the real, personal and mixed property (including Capital Stock) in which Liens are granted to the Collateral Agent pursuant to Section 6 2(1) of the Credit Agreement</p> <p>"Additional Collateral Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the ABG Group holding any Additional Collateral in order to create a first priority Lien in such Additional Collateral and related Collateral in favor of the Collateral Agent</p> <p>"Agent" means each of Citibank International PLC, as administrative agent under the Credit Agreement (the "Administrative Agent") and Citibank, N A , London Branch (as "Lead Arranger")</p> <p>"Capital Stock" means as defined in the Credit Agreement</p> <p>"Cash Equivalent" means as defined in the Credit Agreement</p> <p>"Cayco" means Cayco TZ Ltd, a company formed under the laws of the Cayman Islands</p> <p>"Collateral Agency Agreement" means the collateral agency agreement dated 24 November 2010 between the Chargor and certain of its Subsidiaries, the Collateral Agent and the Administrative Agent</p> <p>"Collateral Documents" means the Share Pledge Agreements, the Primary Account Pledge Agreements, the Additional Collateral Pledge Agreements and all other instruments, documents and agreement delivered by any Credit Party or Cayco or any additional Grantor pursuant to the Credit Agreement or any of the other Credit Document in order to grant and/or confirm to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any Collateral of that Credit Party or Cayco or any additional Grantor as security for the Obligations</p> <p>"Credit Agreement" means the \$150,000,000 revolving credit agreement dated 24 November 2010 between the Chargor and Barbo One Ltd, as borrowers, Citibank Investment plc, as administrative agent, Citibank, N A , London Branch, as arranger and bookrunner, and the persons defined therein as lenders (the "Lenders")</p> <p>"Credit Documents" means any of the Credit Agreement, the Guarantee, the Collateral Documents, the Collateral Agency Agreement, the Fee Letters, any promissory notes issued hereunder and all other documents, instruments or agreements executed and delivered by a Credit Party for the benefit of any Agent, the Collateral Agent or any Lender in connection herewith and any Intercreditor Agreement</p> <p>"Credit Party" means any of the Borrowers and the Guarantors</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Fee Letters" means collectively, any letter agreement between the Chargor and/or BUK Holdco Ltd (the "Borrowers") or any Credit Party on the one hand or any of the Agents, the Collateral Agent or the Lead Arranger on the other hand providing for the payment of any fee in connection with this Agreement or the transactions contemplated hereby</p> <p>"Guarantee" means the guarantee dated 24 November 2010 between (i) BUK Holdco Limited, (ii) KMCL Holdings Limited, (iii) Bulyanhulu Gold Mine Limited, (iv) East African Gold Mines Limited, (v) North Mara Gold Mine Limited, (vi) 1816962 Ontario Inc, (vii) Pangea Goldfields Inc, (viii) 1051694 Ontario Inc, (ix) Pangea Minerals Limited (x) any other Subsidiary that becomes a party to the Guaranty (the "Guarantors") and [xi] Citibank International PLC in its capacity as Administrative Agent under the Credit Agreement for the benefit of itself, the Lenders, the Lead Arranger and the Collateral Agent</p> <p>"Guarantor" means each Person party as a grantor, pledgor, chargor or similar capacity in the applicable Collateral Document</p> <p>"Insolvency Event" means as defined in the Credit Agreement</p> <p>"Intercreditor Agreement" means an intercreditor agreement dated 24 November 2010</p> <p>"Lien" means (i) any lien (statutory or otherwise), mortgage, pledge, hypothecation, assignment, security interest, charge, deposit arrangement or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof, and any easement, right of way or other encumbrance on title to real property) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities</p> <p>"Person" means as defined in the Credit Agreement"</p> <p>"Pledged Shares" means as defined in the Credit Agreement</p> <p>"Primary Account Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the ABG Group holding any Primary Account in order to create a first priority Lien in the Primary Accounts and related Collateral in favour of the Collateral Agent</p> <p>"Primary Accounts" means the offshore primary revenue and investment accounts (including investments in Cash Equivalents) of the ABG Group</p> <p>"Secured Parties" means at any time (i) the Collateral Agent, (ii) Administrative Agent and each other Agent and (iii) each Lender</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
	<p>"Securities" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any for the foregoing</p>	
	<p>"Share Pledge Agreements" means the pledge agreements, security agreements, collateral deeds and similar documents to be executed and delivered by members of the Chargor and its subsidiaries (the "ABG Group") holding any Pledged Shares in order to create a first priority Lien in the Pledged Shares and related Collateral in favor of the Collateral Agent</p>	
	<p>"Subsidiary" means as defined in the Credit Agreement</p>	
	<p>All other defined terms have the meaning given to them in the Credit Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Collateral Agent by or pursuant to the Share Charge</p> <p>"Related Rights" means, in relation to any asset (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security guarantees, indemnities or covenants for title in respect of that asset, and (d) any moneys and proceeds paid or payable in respect of that asset</p> <p>"Secured Obligations" means Obligations as defined herein</p> <p>"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p>"Shares" means all of the shares in the capital of BUK Holdco Limited (registered no 07107835) held by, to the order or on behalf of, the Chargor at any time</p> <p>For other defined terms see continuation pages 1-3</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7123187
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SHARE CHARGE DATED
24 NOVEMBER 2010 AND CREATED BY AFRICAN BARRICK
GOLD PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWERS OR EITHER OF THEM TO THE
AGENTS INCLUDING FORMER AGENTS, CITIBANK, N.A. (AS
COLLATERAL AGENT FOR THE SECURED PARTIES) AND THE
LENDERS 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 4 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 DECEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES