

# MR01

## Particulars of a charge



111480/13

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



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

THURSDAY



\*A3ERCLW0\*

A11

21/08/2014

#67

COMPANIES HOUSE

### 1 Company details

Company number 05424040

Company name in full London Mining 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 Charge creation date

Charge creation date 01/08/2014

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

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

Name Standard Chartered Bank, 1 Basinghall Avenue, London EC2V  
5DD as Security Agent (as trustee for each of the Secured Parties)

Name

Name

Name

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

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

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Particulars of a charge

4

**Brief description**

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

Brief description

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

☐ Yes

☒ No

8

**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name Abraham Knight (70-40559380)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

#### For companies registered in England and Wales.

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5424040

Charge code: 0542 4040 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2014 and created by LONDON MINING P L.C was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2014.

OK

Given at Companies House, Cardiff on 30th August 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

We hereby certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original.

**CHEESWRIGHTS**  
NOTARIES PUBLIC

Signed Clifford Chance LLP Date 20/8/14

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **SARA HELEN DODD** of the City of London, England **NOTARY PUBLIC** by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales DO HEREBY CERTIFY that I was present and did see **BENJAMIN JAMES WILLIAM LEE**, director of **LONDON MINING P L C.**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 5424040, sign the instrument hereunto annexed, that the signature thereto subscribed for and on behalf of **LONDON MINING P L C** is in the own, true and proper handwriting of the said director and that the signature subscribed to the attestation at foot thereof is in the own, true and proper handwriting of me the said notary as witness to the due execution of the said instrument,

AND I DO FURTHER CERTIFY that I was also present and did see the said **BENJAMIN JAMES WILLIAM LEE**, director of **MARAMPA MINING LIMITED**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 7629246, sign the said annexed instrument, that the signature thereto subscribed for and on behalf of **MARAMPA MINING LIMITED** is in the own, true and proper handwriting of the said director and that the signature subscribed to the attestation at foot thereof is in the own, true and proper handwriting of me the said notary as witness to the due execution of the said instrument,

AND I DO LASTLY CERTIFY that I was also present and did see **PAUL BARRIE THOMPSON** duly authorised attorney-in-fact of **STANDARD CHARTERED BANK**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number ZC000018, sign the said annexed instrument, that the signature thereto subscribed for and on behalf of **STANDARD CHARTERED BANK** is in the own, true and proper handwriting of the said attorney-in-fact, duly authorised under and by virtue of a power of attorney dated 21<sup>st</sup> November 2013, and that the signature subscribed to the attestation at foot thereof is in the own, true and proper handwriting of me the said notary as witness to the due execution of the said instrument

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office in London, England this twelfth day of August in the year two thousand and fourteen

*Sara. H. Dodd*



Bankside House 107 Leadenhall Street London EC3A 4AF  
Tel 020 7623 9477 Fax 020 7623 5428  
E-mail notary@cheeswrights.co.uk  
DX 627 / London City EC3 www.cheeswrights.co.uk

DATED 12<sup>th</sup> August 2014

LONDON MINING PLC  
MARAMPA MINING LIMITED  
as Shareholders

- and -

STANDARD CHARTERED BANK  
as Security Agent

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**FOURTH SUPPLEMENTAL SHARE PLEDGE RELATING TO  
LONDON MINING COMPANY LIMITED AND  
LONDON MINING LOGISTICS COMPANY LIMITED**

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RENNER-THOMAS & CO  
SOLICITORS  
RENLAH HOUSE  
12 PULTNEY STREET  
FREETOWN  
SIERRA LEONE

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THIS DEED is made on 12<sup>th</sup> August 2014

**BETWEEN**

- 1 LONDON MINING PLC a company incorporated under the laws of England and Wales whose registered office is at 103 Wigmore Street, London, W1U 1QS, United Kingdom (registered number 05424040) (the "**1<sup>st</sup> Shareholder**"), and
- 2 MARAMPA MINING LIMITED a company incorporated under the laws of England and Wales whose registered office is at 103 Wigmore Street, London, W1U 1QS, United Kingdom (registered number 07629246) (the "**2<sup>nd</sup> Shareholder**"),  
  
the 1<sup>st</sup> Shareholder and the 2<sup>nd</sup> Shareholder hereinafter collectively referred to as the "**Shareholders**" and shall be construed so as to include each of them and any subsequent successors and any transferees permitted under the Amended Facility Agreement (No 2) (as defined below) in accordance with their respective interests
- 3 STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC18) and existing under English law whose principal place of business is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom (the "**Security Agent**") as security agent of the other Secured Parties on the terms and conditions set out in the Agreement (as defined below) which expression shall include any person for the time being appointed as a trustee or as an additional trustee for the purpose of and in accordance with this Fourth Supplemental Deed

**WHEREAS**

- A By a revolving credit facility agreement dated 15 October 2010 as amended and restated on 20 July 2011 and amended on 21 July 2011, 23 January 2012, 24 January 2012, 20 March 2012, 8 August 2012 (the "**Original Facility Agreement**") and made between, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower and Original Guarantor, (2) the companies listed in Part I of Schedule 1 therein namely LONDON MINING (COLOMBIA) LIMITED incorporated in the Cayman Islands, LONDON MINING COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING LOGISTICS COMPANY LIMITED incorporated in Sierra Leone and LONDON MINING GREENLAND A/S incorporated in Greenland, together with LONDON MINING PLC as Original Guarantors and (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Aldermanbury Square, London EC2V 7SB, United Kingdom as Original Lender (the "**Original Lender**"), Facility Agent, the Hedging Counterparty and Security Agent, the Original Lender agreed to make available a revolving facility of \$90,000,000/00 to the Original Borrower
- B By a share pledge dated 20<sup>th</sup> July 2011 (the "**Sierra Leone Share Pledge**") as amended by a second share pledge dated 18<sup>th</sup> July 2012 (the "**Amended Sierra Leone Share Pledge**"), together with the Sierra Leone Share Pledge, the "**Original Sierra Leone Share Pledges**")
  - (a) the 1<sup>st</sup> Shareholder



- (1) charged by way of a first fixed charge, all of its rights, title and interest in and to its 100 issued and fully paid up Shares and Related Rights registered in the ownership of the 1<sup>st</sup> Shareholder including all benefits, present and future, actual and contingent accruing and (as specified in the First Schedule to the Amended Sierra Leone Share Pledge) held in LONDON MINING COMPANY LIMITED (the "1<sup>st</sup> Company") in favour of the Security Agent, and
  - (2) further agreed to charge in favour of the Security Agent by way of fixed first charge all other shares and related rights from time to time owned by it in the Company in favour of the Security Agent by way of Security for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due, and
- (b) the 2<sup>nd</sup> Shareholder
- (1) charged by way of a first fixed charge, all of its rights, title and interest in and to its 43,200 issued and fully paid up Shares and Related Rights registered in the ownership of the 2<sup>nd</sup> Shareholder including all benefits, present and future, actual and contingent accruing and (as specified in the First Schedule to the Amended Sierra Leone Share Pledge) held in the 1<sup>st</sup> Company in favour of the Security Agent, and
  - (2) further agreed to charge in favour of the Security Agent by way of fixed first charge all other shares and related rights from time to time owned by it in the Company in favour of the Security Agent by way of Security for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due

C By the Sierra Leone Share Pledge the 1<sup>st</sup> Shareholder

- (1) charged by way of a first fixed charge, all of its rights, title and interest in and to its 97 issued and fully paid up Shares and Related Rights registered in the ownership of the 1<sup>st</sup> Shareholder including all benefits, present and future, actual and contingent accruing and (as specified in the First Schedule to the Sierra Leone Share Pledge) held in LONDON MINING LOGISTICS COMPANY LIMITED (the "2<sup>nd</sup> Company") in favour of the Security Agent, and
- (2) further agreed to charge in favour of the Security Agent by way of fixed first charge all other shares and related rights from time to time owned by it in the 2<sup>nd</sup> Company in favour of the Security Agent by way of Security for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due

D By an amendment and restatement agreement dated 18 March 2013 ("Amendment and Restatement Agreement (No.2)") made between, among others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower and Original Guarantor, (2) the companies listed in Schedule 1 therein namely, LONDON MINING COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING LOGISTICS COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING GREENLAND A/S incorporated in Greenland, LONDON MINING GREENLAND (1) (JERSEY) LIMITED incorporated in Jersey, LONDON MINING GREENLAND (2) (JERSEY) plc incorporated in Jersey, LONDON MINING FINANCE (JERSEY) LIMITED incorporated in Jersey, LONDON MINING (WEST AFRICA) (No 1)

LIMITED incorporated in the British Virgin Islands, LONDON MINING (WEST AFRICA) (No 2) LIMITED incorporated in the British Virgin Islands and MARAMPA MINING LIMITED incorporated in England, together with LONDON MINING PLC as Guarantors, (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom as existing lender, (4) ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria and FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at 20 Gracechurch Street, London, EC3V 0BG as new lenders Ecobank Nigeria Limited, First Rand Bank Limited, London Branch and Standard Chartered Bank are together referred to as the "**Amendment and Restatement Agreement (No 2) Lenders**", (5) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom and FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at 20 Gracechurch Street, London, EC3V 0BG as hedging counterparties and (6) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom as the facility agent and security agent, the Amendment and Restatement (No 2) Lenders amended and restated the Original Facility Agreement in the form in Schedule 4 (*Amended and Restated Facility Agreement*) of Amendment and Restatement Agreement (No 2) (the "**Amended Facility Agreement (No.1)**") The Amended Facility Agreement (No 1) was further amended on 20 March 2013 and 10 May 2013,

- E By a share pledge dated 18<sup>th</sup> March 2013 (the "**Supplemental Share Pledge**") the Shareholders in consideration of the amendments to the Original Facility Agreement made pursuant to Amendment and Restatement Agreement (No 2), which inter alia (i) added ECOBANK NIGERIA LIMITED and FIRSTRAND BANK LIMITED (LONDON BRANCH) as Original Lenders in the credit facility available to the Original Borrower and (ii) increased the credit facility made available to the Original Borrower by a further \$75,000,000/00 making a total of \$165,000,000/00, further charged in favour of the Security Agent all their respective Shares and Related Rights held in the 1<sup>st</sup> Company and the 2<sup>nd</sup> Company for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due
- F By a share pledge dated 9<sup>th</sup> April 2013 (the "**Second Supplemental Share Pledge**") the Shareholders in consideration of an increase in the credit facility by a further \$15,000,000/00 making a total of \$180,000,000/00, made available to the Original Borrower pursuant to the exercise of the accordion option under Clause 5.6 of the Amended Facility Agreement (No 1) by ECOBANK NIGERIA LIMITED, further charged in favour of the Security Agent all their respective Shares and Related Rights held in the 1<sup>st</sup> Company and the 2<sup>nd</sup> Company for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due
- G By an amendment and restatement agreement dated 28<sup>th</sup> November 2013 ("**Amendment and Restatement Agreement (No.3)**") made between, among others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower and Original

Guarantor, (2) the companies listed in Schedule 1 therein namely, LONDON MINING COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING LOGISTICS COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING GREENLAND A/S incorporated in Greenland, LONDON MINING GREENLAND (1) (JERSEY) LIMITED incorporated in Jersey, LONDON MINING GREENLAND (2) (JERSEY) plc incorporated in Jersey, LONDON MINING FINANCE (JERSEY) LIMITED incorporated in Jersey, LONDON MINING (WEST AFRICA) (No 1) LIMITED incorporated in the British Virgin Islands, LONDON MINING (WEST AFRICA) (No 2) LIMITED incorporated in the British Virgin Islands and MARAMPA MINING LIMITED incorporated in England, together with LONDON MINING PLC as Guarantors, (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom as Lender, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria as Lender, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HD, as Lender and FBN BANK (UK) LTD a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom, as Lender (together the "Lenders"), (5) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom and FIRSTRAND BANK LIMITED, ACTING THROUGH ITS RAND MERCHANT BANK DIVISION, a public limited company registered in South Africa and having its registered office at 14<sup>th</sup> Floor, 1 Merchant Place, Corner of Fredman Drive and Rivonia Road, Sandton, 2196, South Africa as hedging counterparties (the "Hedging Counterparties") and (6) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom as the facility agent and security agent, the Lenders amended and restated the Original Facility Agreement in the form in Schedule 3 (*Amended and Restated Facility Agreement*) of Amendment and Restatement Agreement (No 3) (the "**Amended Facility Agreement (No 2)**") The Amended Facility Agreement (No 2) was further amended on 4 March 2014

- H By a share pledge dated 28<sup>th</sup> November 2013 (the "**Third Supplemental Share Pledge**") the Shareholders in consideration of an increase in the credit facility made available to the Original Borrower by a further \$20,000,000/00 making a total of \$200,000,000/00 further charged in favour of the Security Agent all their respective Shares and Related Rights held in the 1<sup>st</sup> Company and the 2<sup>nd</sup> Company for the repayment in full of the Secured Obligations of the Original Borrower as and when they fall due
- I By an amendment agreement dated on or about the date of this Fourth Supplemental Share Pledge (the "**Amendment and Restatement Agreement (No.4)**") made between, among others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower and Original Guarantor, (2) the companies listed in Schedule 1 therein namely, LONDON MINING COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING LOGISTICS COMPANY LIMITED incorporated in Sierra Leone, LONDON MINING GREENLAND A/S incorporated in Greenland, LONDON MINING GREENLAND (1) (JERSEY) LIMITED incorporated in Jersey, LONDON MINING GREENLAND (2) (JERSEY) plc incorporated in Jersey, LONDON MINING

FINANCE (JERSEY) LIMITED incorporated in Jersey, LONDON MINING (WEST AFRICA) (No 1) LIMITED incorporated in the British Virgin Islands, LONDON MINING (WEST AFRICA) (No 2) LIMITED incorporated in the British Virgin Islands and MARAMPA MINING LIMITED incorporated in England, together with LONDON MINING PLC as Guarantors, (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HD and FBN BANK (UK) LTD a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom as Lenders (the "Lenders"), (5) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom and FIRSTRAND BANK LIMITED, ACTING THROUGH ITS RAND MERCHANT BANK DIVISION a public limited company registered in South Africa and having its registered office at 14<sup>th</sup> Floor, 1 Merchant Place, Corner of Fredman Drive and Rivonia Road, Sandton, 2196, South Africa as hedging counterparties (the "Hedging Counterparties") and (6) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom as the facility agent and security agent, the Lenders have agreed to amend and restate the Original Facility Agreement in the form in Schedule 3 (*Amended and Restated Facility Agreement*) of the Amendment and Restatement Agreement (No 4) (the "**Amended Facility Agreement (No.3)**")

- H The Shareholders have agreed with the Lenders that in consideration of the amendments to the Original Facility Agreement pursuant to the Amendment and Restatement Agreement (No 4) which inter alia increases the credit facility made available to the Original Borrower by a further \$25,000,000/00 making a total of \$225,000,000/00 (the "**Increased Facility (No.4)**") the Shareholders will enter into this Fourth Supplemental Deed
- F It is a condition precedent to Amendment and Restatement Agreement (No 4) that each of the Shareholders enter into this Fourth Supplemental Deed

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Words and expressions defined in the Amended Facility Agreement (No 3), the Sierra Leone Share Pledge, the Amended Sierra Leone Share Pledge, the Sierra Leone Supplemental Share Pledge, the Sierra Leone Second Supplemental Share Pledge and the Sierra Leone Third Supplemental Share Pledge shall, unless otherwise expressly provided herein or the context otherwise requires, have the same meanings where used in this Fourth Supplemental Deed, including the recitals hereto
- 1.2 In this Fourth Supplemental Deed, including the recitals hereto, the following expressions shall have the following meanings

**"Related Rights"** means all rights, entitlements, interest, dividends, benefits, proceeds and bonuses and other moneys in respect of or derived from the Shares in the 1<sup>st</sup> Company or the 2<sup>nd</sup> Company (as applicable) or attaching thereto (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Shareholders at any time arising therefrom or attaching thereto

**"Original Sierra Leone Share Security"** means the security created pursuant to the Original Sierra Leone Share Pledges

**"Secured Assets"** means the Shares and the Related Rights of the Shareholders

**"Shares"** means

- (a) the shares of the 1<sup>st</sup> Shareholder and the 2<sup>nd</sup> Shareholder in the 1<sup>st</sup> Company listed in the First Schedule to this Fourth Supplemental Deed,
- (b) the shares of the 1<sup>st</sup> Shareholder in the 2<sup>nd</sup> Company listed in the First Schedule to this Fourth Supplemental Deed,
- (c) any other stocks, shares, debenture, bonds or other securities and investments in the capital of the 1<sup>st</sup> Company or the 2<sup>nd</sup> Company (whether now existing or later acquired by the Shareholder) legally and/or beneficially owned by the Shareholders or in which the Shareholders have an interest from time to time

- 1 3 The Security Agent is acting under and holds the benefit of the rights conferred upon it in this Fourth Supplemental Deed on trust for the Secured Parties

**2. PAYMENT COVENANTS**

- 2 1 The Shareholders hereby covenant with the Security Agent to discharge each of the Secured Obligations on their due date in the manner provided for in the Finance Documents

**3. CONFIRMATION OF EXISTING SECURITY**

- 3 1 For the avoidance of doubt, the Shareholders confirm for the benefit of the Finance Parties that with effect from the date of this Fourth Supplemental Deed the Original Sierra Leone Share Security shall

- (a) remain in full force and effect notwithstanding the designation of any new document as a Finance Document or any additions, amendments, novation, substitution, or supplements of or to the Finance Documents and the imposition of any amended, new or more onerous obligations under the Finance Documents in relation to any Obligor (including, but not limited to, Clause 7 (*Enforcement*) of this Fourth Supplemental Deed and the amendments referred to in Clause 3 (*Amendment and Restatement*) of Amendment and Restatement Agreement (No 4), and
- (b) continue to secure the Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement (No 3))

- 3 2 For the avoidance of doubt, in accordance with and without prejudice to Clause 9 3 below, the Shareholders further confirm for the benefit of the Finance Parties that the representations set

out in Clause 7 (*Representations*) of the Amended Sierra Leone Share Pledge are made on the date of this Fourth Supplemental Deed and on the date of each Utilisation Request and on each Utilisation Date (as such terms are defined in the Amended Facility Agreement (No 3)), and therefore that the Shareholders have not acquired any further Shares in either of the Companies since the date of the Amended Sierra Leone Share Pledge

#### **4. FURTHER CHARGING CLAUSE**

##### **4.1 Further Security**

In addition and without prejudice to the security confirmation contained in Clause 3 (*Confirmation of Existing Security*) and without prejudice but subject only to the Security granted pursuant to the Original Sierra Leone Share Pledges, as continuing security for the payment and discharge of the Secured Obligations, the Shareholders hereby agree to further charge in favour of the Security Agent by way of fixed first charge all other Secured Assets from time to time owned by them in the respective Companies

##### **4.2 Perfection of further Security**

As further security for their obligations hereunder, the Shareholders shall promptly following execution of this Fourth Supplemental Deed (or upon coming into possession of the Shareholders at any time) deliver, or procure there to be delivered, to the Security Agent

- 4.2.1 all duly issued share certificates (if any) and other documents of title representing the Shares to the extent not already delivered,
- 4.2.2 signed but undated share transfer certificates in respect of the Shares, to the extent not already delivered, in the form set out in Parts A and B of the Second Schedule of the Amended Sierra Leone Share Pledge completed in the name of the Security Agent (or such other nominee(s) as it may direct) and any other documents which from time to time may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain legal title to the Shares,
- 4.2.3 signed letters of undertaking from each of the directors and other officers of the respective Companies in the form set out in Parts A and B of the Second Schedule, and
- 4.2.4 a signed proxy/power of attorney from the Shareholders to the Security Agent irrevocably empowering the Security Agent to exercise the voting rights attributable to the Secured Assets in the form set out in Parts A and B of the Third Schedule

#### **5. FURTHER ASSURANCE**

- 5.1 The Shareholders will promptly at their own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)) for the purpose
  - 5.1.1 of exercising all the rights, powers and remedies of the Security Agent provided by this Fourth Supplemental Deed,
  - 5.1.2 of perfecting or protecting the further security created or intended to be created in respect of the Secured Assets as constituted by this Fourth Supplemental Deed,

5 1 3 as required by law in each case in accordance with the rights vested in it under this Fourth Supplemental Deed, or

5 1 4 of enforcing the security constituted by this Fourth Supplemental Deed after the same shall have become enforceable

5 2 Concurrently with the execution of this Fourth Supplemental Deed and upon the issue of any further Shares in the respective Companies, the Shareholders shall give notice to the respective Companies of the terms of this Fourth Supplemental Deed and upon the service by the Security Agent of a notice and affidavit of interest in the Shares in the respective Companies and their Related Rights as specified in Parts A and B of the Fourth and Fifth Schedules to this Fourth Supplemental Deed The Shareholders shall promptly procure the entry of such notice in the register of members of the respective Companies in respect of the Shares for the time being charged to the Security Agent and deliver to the Security Agent confirmation in writing in such form as the Security Agent may reasonably require that such entry has been made

## 6 POWER OF ATTORNEY

6 1 Each Shareholder by way of security hereby irrevocably appoints the Security Agent and any Receiver severally to be its true and lawful attorney with full power in the name of the Shareholders, should the Security Agent so elect, to do all such acts and things and to execute, deliver and perfect all such documents and instruments and do all things which the attorney may consider to be required to do in relation to the Shares including (a) asking, requiring, demanding, receiving, compounding and giving acquittance for any and all moneys, and claims for any and all moneys, due under or arising out of this Fourth Supplemental Deed, and endorsing any cheques or other instruments or orders in connection with such moneys in relation to the Secured Assets and, making any claims, taking any action and instituting any proceedings necessary or advisable in this respect, (b) carrying out any obligation imposed on the Shareholders by this Fourth Supplemental Deed or any other agreement binding on the Shareholders to which the Security Agent is a party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Secured Assets), (c) enabling the Security Agent to exercise, or delegate the exercise of, all or any of the rights, powers and remedies of the Security Agent provided by this Fourth Supplemental Deed or by law, (d) enabling any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Fourth Supplemental Deed or by law,

**PROVIDED ALWAYS** that neither the Security Agent nor any Receiver shall exercise such powers until the Security becomes enforceable as set out in Clause 10 (*Enforcement*) of the Sierra Leone Share Pledge and Clause 10 (*Enforcement*) of the Amended Sierra Leone Share Pledge

6 2 The Shareholders shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

## 7. ENFORCEMENT

7 1 At any time after the occurrence of a Declared Default the Security Agent may by writing under the hand of any authorised representative for the time being of the Security Agent or any person authorized by one or any of them in writing appoint any person or persons to be a Receiver of the Secured Assets or any part thereof and remove any Receiver or Receivers so appointed and appoint another or others in his or their place and a Receiver so appointed shall have the power to exercise in relation to the Shareholders and the Secured Assets all the powers set out in Clauses 10 1 1 to 10 1 8 of the Amended Sierra Leone Share Pledge and the Companies Act 2009 of Sierra Leone or the applicable law that may then be in force Provided

that the receiver shall be the agent of the Companies (which shall be solely liable for his acts, defaults (except in the case of gross negligence or wilful default) and remuneration) unless and until the Companies go into liquidation whereafter he shall act as principal and shall not become the agent of the Lender or the Security Agent

- 7.2 Such an appointment over part only of the Secured Assets shall not preclude the Security Agent from making any subsequent appointment of a Receiver over any part of the Secured Assets over which an appointment had not previously been made by the Security Agent
- 7.3 If more than one Receiver is appointed each of them shall be entitled to exercise individually all of the powers given to a Receiver under the Amended Sierra Leone Share Pledge in relation to any of the Secured Assets in respect of which he has been appointed unless the Security Agent shall state otherwise in the document appointing him
- 7.4 Any moneys received by the Security Agent or any Receiver pursuant to the Amended Sierra Leone Share Pledge or this Deed or under the powers conferred by the Amended Sierra Leone Share Pledge or this Deed shall after the occurrence of a Declared Default, and after the payment of any claims having priority to the Security created by the Amended Sierra Leone Share Pledge or this Deed, be applied as prescribed in the Amended Facility Agreement (No 3)
- 7.5 The Security Agent, acting for and on behalf of the Secured Parties, may from time to time determine the remuneration of the Receiver
- 7.6 In making any sale or disposal of any of the Secured Assets the receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and in making any sale or disposal or acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as he thinks fit
- 7.7 No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security or such Receiver in such dealings
- 7.8 The Security Agent may (subject to the provisions of the Companies Act 2009 of Sierra Leone or any law that may then be in force) remove the Receiver from all or any part of the Secured Assets of which he is the Receiver and at any time after the Receiver shall have vacated office or ceased to act in respect of any of the assets appoint a further Receiver over all or any part of the Secured Assets in respect of which he shall have ceased to act

## **8. COUNTERPARTS**

- 8.1 This Fourth Supplemental Deed may be executed in counterparts in accordance with Clause 40 (*Counterparts*) of the Amended Facility Agreement (No 3)

## **9. MISCELLANEOUS**

- 9.1 This Fourth Supplemental Deed may not be amended or varied orally but only by an instrument signed by each of the parties hereto
- 9.2 The provisions of Clause 34 (*Notices*), Clause 36 (*Partial invalidity*) and Clause 37 (*Remedies and waivers*) of the Amended Facility Agreement (No 3) shall be incorporated into this Fourth Supplemental Deed as if set out in full in this Fourth Supplemental Deed and as if references in those clauses to "this Agreement", "Finance Documents" or "Finance Document" are references to this Fourth Supplemental Deed



- 9 3 The Shareholders hereby agree that as regards the Increased Facility (No 4) all the provisions of the Sierra Leone Share Pledge save for Clause 21 (*Arbitration*) of the same and all the provisions of the Amended Sierra Leone Share Pledge save for Clause 21 (*Arbitration*) of the same shall apply to this Fourth Supplemental Deed as if the same were, mutatis mutandis, set out in full in this Fourth Supplemental Debenture but so that references into those clauses to

the "Agreement" are references to the "Amended Facility Agreement (No 3)",

the "Lender" are references to the "Lenders",

the "Secured Obligations" are references to such term as defined in the Amended Facility Agreement (No 3), and

"this Agreement" or "hereunder" are references to this Fourth Supplemental Deed

#### 10. GOVERNING LAW

- 10 1 This Fourth Supplemental Deed shall be governed by, and construed in accordance with, the laws of Sierra Leone

#### 11. JURISDICTION OF SIERRA LEONE COURTS

- 11 1 Subject to Clause 11 3 the courts of Sierra Leone shall have jurisdiction in relation to any dispute and any suit, action or proceeding which may arise out of or in connection with this Fourth Supplemental Deed (a "Dispute")
- 11 2 The Parties agree that the Sierra Leone courts are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary
- 11 3 Clauses 11 1, 11 2 and this Clause 11 3 are for the benefit of the Finance Parties only. As a result, and notwithstanding Clause 11 2, any Finance Party may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions

**FIRST SCHEDULE – THE SHARES**

**THE SHARES**

**PART A**

**LONDON MINING COMPANY LIMITED**

<b>Shareholders</b>	<b>No. of Shares held</b>	<b>Distinctive Numbers</b>	<b>Certificates held</b>
London Mining P L C Marampa Mining Limited	One hundred (100) Forty-Three Thousand Two Hundred (43,200)		

**PART B**

**LONDON MINING LOGISTICS COMPANY LIMITED**

<b>Shareholder</b>	<b>No. of Shares held</b>	<b>Distinctive Numbers</b>	<b>Certificates held</b>
London Mining P.L C	Ninety seven (97)		

SECOND SCHEDULE – LETTERS OF UNDERTAKING

LETTERS OF UNDERTAKING

PART A

LONDON MINING COMPANY LIMITED

To STANDARD CHARTERED BANK  
(the "Security Agent")

2014

Dear Sirs,

LONDON MINING COMPANY LIMITED (the "Company")

Capitalised terms defined in the Amended Facility Agreement (No 3), the Sierra Leone Share Pledge, the Amended Sierra Leone Share Pledge, the Sierra Leone Supplemental Share Pledge, Sierra Leone Second Supplemental Share Pledge, the Sierra Leone Third Supplemental Share Pledge and the Sierra Leone Fourth Supplemental Share Pledge have the same meaning when used in this document unless expressly defined in this document

I, the undersigned, being a Director of the Company, refer to

- (a) a Credit Facility Agreement amended and restated on or about the date of this Fourth Supplemental Deed (and as further amended, supplemented, or restated from time to time) (the "Amended Facility Agreement (No 3)") and made between, amongst others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower, (2) the companies listed in Part I of Schedule 1 therein as Original Guarantors and (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London, EC2V 5DD United Kingdom as Original Lender, Facility Agent and Security Agent, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HDG and FBN BANK (UK) LIMITED a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom as Original Lenders, and
- (b) the Sierra Leone Fourth Supplemental Share Pledge dated on or about the date of this letter (as the same may from time to time be supplemented and/or amended, the "Share Pledge") entered into by the Shareholders (as defined therein) in favour of the Security Agent

For good and valuable consideration provided by the Security Agent (receipt and the sufficiency of which I hereby acknowledge) I hereby irrevocably and unconditionally undertake with the Security Agent that for as long as any moneys remain owing by the Obligors to the Security Agent under the Finance Documents (as defined in the Amended Facility Agreement (No 3))

- 1 I will not, acting alone, or together with any one or more of the other directors and officers of the Company authorise or enter into any commitments or transactions in contravention of the

undertakings contained in the Share Pledge or execute any power of attorney in favour of any person authorising such person to do likewise

- 2 I hereby irrevocably authorise the Security Agent, at any time following the occurrence of a Declared Default (as defined in the Amended Facility Agreement (No 3)), to date, deliver and otherwise put into full effect the undated letter of resignation delivered or to be delivered by myself to the Security Agent pursuant to the Share Pledge
- 3 I will not register, or participate in the registration of, any transfer of shares in the Company, or issue, or participate in the issue of, new share certificates consequent upon any transfer, without the prior consent in writing of the Security Agent, and I will promptly register or participate in the registration of, any such transfer without any objection as to the validity of such transfer and registration and will waive any irregularity if any regarding any instrument of transfer, and will promptly issue, or participate in the issue of, new share certificates consequent upon any transfer, upon being instructed to do so in writing by the Security Agent
- 4 I will inform the Security Agent of the place, date and time of any meeting of the directors or Shareholders of the Company and will promptly deliver to the Security Agent copies of all notices concerning any such meetings as well as copies of all notices sent to Shareholders of the Company

Any notices to myself from the Security Agent pursuant to this Letter of Undertaking shall be sufficiently served on me if sent to the Company in accordance with the applicable notices provisions of the Share Pledge and the Amended Facility Agreement (No 3)

I confirm that I am familiar with the provisions of the Share Pledge

Yours faithfully,

[DIRECTOR]

London Mining Company Limited

**PART B**  
**LONDON MINING LOGISTICS COMPANY LIMITED**

To STANDARD CHARTERED BANK  
(the "Security Agent")

2014

Dear Sirs,

**LONDON MINING LOGISTICS COMPANY LIMITED (the "Company")**

Capitalised terms defined in the Amended Facility Agreement (No 3), the Sierra Leone Share Pledge, the Amended Sierra Leone Share Pledge, Sierra Leone Supplemental Share Pledge, Sierra Leone Second Supplemental Share Pledge, the Sierra Leone Third Supplemental Share Pledge and the Sierra Leone Fourth Supplemental Share Pledge have the same meaning when used in this document unless expressly defined in this document

I, the undersigned, being a Director of the Company, refer to

- (a) a Credit Facility Agreement amended and restated on or about the date of this Fourth Supplemental Deed (and as further amended, supplemented, or restated from time to time) (the "**Amended Facility Agreement (No.3)**") and made between, amongst others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower, (2) the companies listed in Part I of Schedule 1 therein as Original Guarantors and (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London, EC2V 5DD United Kingdom as Original Lender, Facility Agent and Security Agent, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HD and FBN BANK (UK) LIMITED a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom as Original Lenders, and
- (b) the Sierra Leone Fourth Supplemental Share Pledge dated on or about the date of this letter (as the same may from time to time be supplemented and/or amended, the "**Share Pledge**") entered into by the Shareholders (as defined therein) in favour of the Security Agent

For good and valuable consideration provided by the Security Agent (receipt and the sufficiency of which I hereby acknowledge) I hereby irrevocably and unconditionally undertake with the Security Agent that for as long as any moneys remain owing by the Obligors to the Security Agent under the Finance Documents (as defined in the Amended Facility Agreement (No 3))

- 5 I will not, acting alone, or together with any one or more of the other directors and officers of the Company authorise or enter into any commitments or transactions in contravention of the undertakings contained in the Share Pledge or execute any power of attorney in favour of any person authorising such person to do likewise
- 6 I hereby irrevocably authorise the Security Agent, at any time following the occurrence of a Declared Default (as defined in the Amended Facility Agreement (No 3)), to date, deliver and

otherwise put into full effect the undated letter of resignation delivered or to be delivered by myself to the Security Agent pursuant to the Share Pledge

- 7 I will not register, or participate in the registration of, any transfer of shares in the Company, or issue, or participate in the issue of, new share certificates consequent upon any transfer, without the prior consent in writing of the Security Agent, and I will promptly register or participate in the registration of, any such transfer without any objection as to the validity of such transfer and registration and will waive any irregularity if any regarding any instrument of transfer, and will promptly issue, or participate in the issue of, new share certificates consequent upon any transfer, upon being instructed to do so in writing by the Security Agent
- 8 I will inform the Security Agent of the place, date and time of any meeting of the directors or Shareholders of the Company and will promptly deliver to the Security Agent copies of all notices concerning any such meetings as well as copies of all notices sent to Shareholders of the Company

Any notices to myself from the Security Agent pursuant to this Letter of Undertaking shall be sufficiently served on me if sent to the Company in accordance with the applicable notices provisions of the Share Pledge and the Amended Facility Agreement (No 3)

I confirm that I am familiar with the provisions of the Share Pledge

Yours faithfully,

[Director]

London Mining Logistics Company Limited

### THIRD SCHEDULE – POWERS OF ATTORNEY

#### POWERS OF ATTORNEY

##### PART A

##### LONDON MINING COMPANY LIMITED

We refer to

- (a) a Credit Facility Agreement amended and restated on or about the date of this Fourth Supplemental Deed (and as further amended, supplemented, or restated from time to time) (the "Amended Facility Agreement (No 3)") and made between, amongst others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower, (2) the companies listed in Part I of Schedule 1 therein as Original Guarantors and (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London, EC2V 5DD United Kingdom as Original Lender, Facility Agent and Security Agent, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Alunadu Bello Way, Victoria Island, Lagos, Nigeria, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HD and FBN BANK (UK) LIMITED a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom as Original Lenders, and
- (b) the Sierra Leone Fourth Supplemental Share Pledge dated on or about the date of this deed (as the same may from time to time be supplemented and/or amended, the "Share Pledge") made between the Shareholders (as defined therein) and Standard Chartered Bank as Security Agent

Capitalised terms defined in the Amended Facility Agreement (No 3) and the Share Pledge have the same meaning when used in this document unless expressly defined in this document

The undersigned hereby constitutes and appoints Standard Chartered Bank to be its attorney and proxy, to appear, vote and otherwise act, all in the name, place and stead of the undersigned in the same way that the undersigned might do and with the same powers, rights and privileges with respect to all of the shares of LONDON MINING COMPANY LIMITED (herein called the "Company"), owned or hereafter acquired by the undersigned, at any and all meetings of the Shareholders of the Company, on any and all matters, questions and resolutions that may come before such meetings (including, but not limited to, the election and/or removal of directors and officers of the Company, with or without cause) or at any adjournment or adjournments thereof, and to consent on behalf of the undersigned in the absence of a meeting to anything that might have been voted on at such meeting (including signing any resolution of all the Shareholders of the Company)

This Power of Attorney is given to the above attorney and proxy as chargee by way of security pursuant to the Share Pledge in favour of the Security Agent thereunder and shall be irrevocable for so long as any moneys secured by the said Share Pledge remain unpaid but provided that the powers granted under this Power of Attorney shall only be exercisable on or after a Declared Default (as defined in the Amended Facility Agreement (No 3))

The attorney and proxy named above is hereby given full power of substitution and revocation and may act through such substitute attorneys as it may from time to time appoint

The powers of such attorney and proxy shall include (without limiting its general powers hereunder) the power to receive and waive any notice of any meeting on behalf of the undersigned

The undersigned hereby agrees to ratify and confirm all that the said attorney and proxy or its substitutes shall lawfully do or cause to be done pursuant to the powers herein granted or proposed to be granted



IN WITNESS WHEREOF the undersigned has executed this Power of Attorney as a deed the  
day of 2014

EXECUTED AS A DEED by ) Per \_\_\_\_\_  
LONDON MINING PLC ) (Director / Attorney)

in the presence of )  
 ) Name

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Witness's Signature

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Occupation) \_\_\_\_\_

Address LONDON MINING PLC  
103 Wigmore Street,  
London, W1U 1QS  
United Kingdom

Fax number +44 (0)20 7647 4440

Attention Benjamin Lee/Rohit Bhoothalingam

**EXECUTED AS A DEED by** ) Per \_\_\_\_\_  
**MARAMPA MINING LIMITED** ) (Director / Attorney)

in the presence of )  
 ) Name

\_\_\_\_\_  
Witness's Signature

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Occupation) \_\_\_\_\_

Address MARAMPA MINING LIMITED  
103 Wigmore Street,  
London, W1U 1QS  
United Kingdom

Fax number +44 (0)20 7647 4440  
Attention Benjamin Lee/Rohit Bhoothalingam

## **PART B**

### **LONDON MINING LOGISTICS COMPANY LIMITED**

We refer to

- (c) (a) a Credit Facility Agreement amended and restated on or about the date of this Fourth Supplemental Deed (and as further amended, supplemented, or restated from time to time) (the "**Amended Facility Agreement (No.3)**") and made between, amongst others, (1) LONDON MINING PLC, a company incorporated in England whose registered office is at 103 Wigmore Street, London W1U 1QS United Kingdom, as Original Borrower, (2) the companies listed in Part I of Schedule 1 therein as Original Guarantors and (3) STANDARD CHARTERED BANK a company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC 18) whose principal office is at 1 Basinghall Avenue, London, EC2V 5DD United Kingdom as Original Lender, Facility Agent and Security Agent, ECOBANK NIGERIA LIMITED a company incorporated in and existing under Nigerian law whose principal place of business is at Plot 21, Ahmadu Bello Way, Victoria Island, Lagos, Nigeria, FIRSTRAND BANK LIMITED (LONDON BRANCH) registered in England and Wales as a branch of FirstRand Bank Limited, a public limited company registered in South Africa with registration number 1929/001225/06, under branch registration number BR010027 and having its registered office at Austin Friars House, 2-6 Austin Friars, London, EC2N 2HD and FBN BANK (UK) LIMITED a company incorporated in England with limited liability and whose principal place of business is at 28 Finsbury Circus London, EC2M 7DT United Kingdom as Original Lenders (the "**Lenders**"), and
- (d) the Sierra Leone Fourth Supplemental Share Pledge dated on or about the date of this deed (as the same may from time to time be supplemented and/or amended, the "**Share Pledge**") made between the Shareholders (as defined therein) and Standard Chartered Bank as Security Agent

Capitalised terms defined in the Amended Facility Agreement (No 3) and the Share Pledge have the same meaning when used in this document unless expressly defined in this document

The undersigned hereby constitutes and appoints Standard Chartered Bank to be its attorney and proxy, to appear, vote and otherwise act, all in the name, place and stead of the undersigned in the same way that the undersigned might do and with the same powers, rights and privileges with respect to all of the shares of LONDON MINING LOGISTICS COMPANY LIMITED (herein called the "**Company**"), owned or hereafter acquired by the undersigned, at any and all meetings of the Shareholders of the Company, on any and all matters, questions and resolutions that may come before such meetings (including, but not limited to, the election and/or removal of directors and officers of the Company, with or without cause) or at any adjournment or adjournments thereof, and to consent on behalf of the undersigned in the absence of a meeting to anything that might have been voted on at such meeting (including signing any resolution of all the Shareholders of the Company)

This Power of Attorney is given to the above attorney and proxy as chargee by way of security pursuant to the Share Pledge in favour of the Security Agent thereunder and shall be irrevocable for so long as any moneys secured by the said Share Pledge remain unpaid but provided that the powers granted under this Power of Attorney shall only be exercisable on or after a Declared Default (as defined in the Amended Facility Agreement (No 3))

The attorney and proxy named above is hereby given full power of substitution and revocation and may act through such substitute attorneys as it may from time to time appoint

The powers of such attorney and proxy shall include (without limiting its general powers hereunder) the power to receive and waive any notice of any meeting on behalf of the undersigned

The undersigned hereby agrees to ratify and confirm all that the said attorney and proxy or its substitutes shall lawfully do or cause to be done pursuant to the powers herein granted or proposed to be granted

**IN WITNESS WHEREOF** the undersigned has executed this Power of Attorney as a deed the day of \_\_\_\_\_ 2014

**EXECUTED AS A DEED** by \_\_\_\_\_ ) Per \_\_\_\_\_  
**LONDON MINING PLC** ) (Director / Attorney)

in the presence of \_\_\_\_\_ )  
\_\_\_\_\_ ) Name

**NOTARY PUBLIC**

\_\_\_\_\_  
\_\_\_\_\_

Witness's Signature

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Occupation) \_\_\_\_\_

Address LONDON MINING PLC  
103 Wigmore Street,  
London, W1U 1QS  
United Kingdom

Fax number +44 (0)20 7647 4440

Attention Benjamin Lee/Rohit Bhoothalingam

**FOURTH SCHEDULE – NOTICE OF INTEREST IN THE SHARES**

**PART A**

**NOTICE OF INTEREST IN THE SHARES AND THEIR RELATED RIGHTS HELD BY  
LONDON MINING PLC AND MARAMPA MINING LIMITED IN LONDON MINING  
COMPANY LIMITED**

**TO: LONDON MINING COMPANY LIMITED**

**TAKE NOTICE THAT** pursuant to a Sierra Leone Fourth Supplemental Share Pledge dated 2014 (the "Share Pledge") **LONDON MINING PLC AND MARAMPA MINING LIMITED** have further charged all their Shares and Related Rights (each as defined in the Share Pledge) held by them in **LONDON MINING COMPANY LIMITED** to **STANDARD CHARTERED BANK** a Company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC18) and existing under English law whose principal place of business is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom

**TAKE NOTICE FURTHER THAT STANDARD CHARTERED BANK** is a person interested in the said Shares and Related Rights

Dated

2014

Executed by the Authorised Representative of  
**STANDARD CHARTERED BANK**

**PART B**

**NOTICE OF INTEREST IN THE SHARES AND THEIR RELATED RIGHTS HELD BY  
LONDON MINING PLC IN LONDON MINING LOGISTICS COMPANY LIMITED**

**TO LONDON MINING LOGISTICS COMPANY LIMITED**

**TAKE NOTICE THAT** pursuant to a Sierra Leone Fourth Supplemental Share Pledge dated 2014 (the "Share Pledge") **LONDON MINING PLC** has charged all its Shares and Related Rights (each as defined in the Share Pledge) held by it in **LONDON MINING LOGISTICS COMPANY LIMITED** to **STANDARD CHARTERED BANK** a Company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC18) and existing under English law whose principal place of business is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom

**TAKE NOTICE FURTHER THAT STANDARD CHARTERED BANK** is a person interested in the said Shares and Related Rights

Dated

2014

Executed by the Authorised Representative of  
**STANDARD CHARTERED BANK**

**FIFTH SCHEDULE – AFFIDAVITS OF INTEREST**

**AFFIDAVITS OF INTEREST**

**PART A**

**I** of  
**STANDARD CHARTERED BANK** a Company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC18) and existing under English law whose principal place of business is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom hereby make oath and say as follows

1 That I am the authorised representative appointed by **STANDARD CHARTERED BANK** to make this affidavit

2 That by a Sierra Leone Fourth Supplemental Share Pledge dated 2014 (the "Share Pledge") all the Shares and Related Rights (each as defined in the Share Pledge) held by LONDON MINING PLC and MARAMPA MINING LIMITED in LONDON MINING COMPANY LIMITED have been charged to **STANDARD CHARTERED BANK**

3 That **STANDARD CHARTERED BANK** is a person interested in the said Shares and Related Rights held by LONDON MINING PLC and MARAMPA MINING LIMITED in LONDON MINING COMPANY LIMITED

Sworn by \_\_\_\_\_ at \_\_\_\_\_  
This day of \_\_\_\_\_  
2014 in the presence of \_\_\_\_\_

**NOTARY PUBLIC**



**PART B**

I of  
**STANDARD CHARTERED BANK** a Company incorporated in England with limited liability by Royal Charter 1853 (reference number ZC18) and existing under English law whose principal place of business is at 1 Basinghall Avenue, London EC2V 5DD, United Kingdom hereby make oath and say as follows

1 That I am the authorised representative appointed by **STANDARD CHARTERED BANK** to make this affidavit

2 That by a Sierra Leone Fourth Supplemental Share Pledge dated 2014 (the "**Share Pledge**") all the Shares and Related Rights (each as defined in the Share Pledge) held by LONDON MINING PLC in LONDON MINING LOGISTICS COMPANY LIMITED have been charged to **STANDARD CHARTERED BANK**

3 That **STANDARD CHARTERED BANK** is a person interested in the said Shares and Related Rights held by LONDON MINING PLC in LONDON MINING LOGISTICS COMPANY LIMITED

Sworn by at  
This day of  
2014 in the presence of

**NOTARY PUBLIC**

IN WITNESS WHEREOF the parties hereto have duly executed this Deed the day and year first before written

EXECUTED AS A DEED by  
LONDON MINING PLC

) Per \_\_\_\_\_  
(Director / Attorney)

in the presence of

) Name BENJAMIN JAMES WILLIAM LEE

NOTARY PUBLIC

Notary Public, London, England  
(Sara Helen Dodd)

Witness's Signature

(Name) BRYONY THACKER

(Address)

(Occupation) SOLICITOR

Address LONDON MINING PLC  
103 Wigmore Street,  
London, W1U 1QS  
United Kingdom

Fax number +44 (0)20 7647 4440

Attention Benjamin Lee/Rohit Bhoothalingam

EXECUTED AS A DEED by

) Per \_\_\_\_\_

MARAMPA MINING LIMITED ) (Director / Attorney)

in the presence of )

) Name BENJAMIN JAMES WILLIAM LEE

Witness's Signature

(Name) BRYONY THACKER

(Address)

(Occupation) SOLICITOR

Address MARAMPA MINING LIMITED  
103 Wigmore Street,  
London, W1U 1QS  
United Kingdom

Fax number +44 (0)20 7647 4440

Attention Benjamin Lee/Rohit Bhoothalingam

IN THE PRESENCE OF:

Notary Public London, England  
(SARA HELEN DODD)

EXECUTED AS A DEED by  
STANDARD CHARTERED BANK  
acting by its duly appointed attorney in the  
presence of

) Per

)

)

)

) Title

) Name

Per [Redacted]  
Director Agent  
Standard Chartered Bank

NOTARY PUBLIC

Notary Public, London, England  
(Sara Helen Dodd)

Witness's Signature

(Name) BRIONY THAKER

(Address)

(Occupation) SOLICITOR

Address Standard Chartered Bank  
Loans & Agency UK Europe  
5<sup>th</sup> Floor, 1 Basinghall Avenue  
London EC2V 5DD  
United Kingdom

Fax number

Attention

Abraham Knight  
Clifford Chance LLP  
Telephone: 020 7006 1361