

Base Prospectus dated May 7, 2013

Glencore Finance (Europe) S.A.

(incorporated in Luxembourg)

guaranteed by

GlencoreXstrata

Glencore Xstrata plc

(incorporated in Jersey)

and

Glencore International AG

(incorporated in Switzerland)

and

Xstrata (Schweiz) AG

(incorporated in Switzerland)

US\$ 20,000,000,000

Euro Medium Term Note Program

Arranger

Barclays

Dealers

Barclays
Citigroup
Deutsche Bank
J.P. Morgan

BNP Paribas
Credit Suisse
HSBC
The Royal Bank of Scotland

Under this US\$ 20,000,000,000 Euro Medium Term Note Program (the “Program”), Glencore Finance (Europe) S.A. (the “Issuer”) may from time to time issue notes (the “Notes”) unconditionally (subject, in the case of Xstrata (Schweiz) AG, to applicable Swiss law) and irrevocably guaranteed by Glencore Xstrata plc, Glencore International AG and Xstrata (Schweiz) AG (each a “Guarantor” and together, the “Guarantors”) and denominated in any currency agreed between the Issuer, the Guarantors and the relevant Dealer (as defined below).

The maximum aggregate principal amount of Notes outstanding at any one time under the Program will not exceed US\$ 20,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealership Agreement (as defined under “*Subscription and Sale*”)). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Program may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement as defined under “*Subscription and Sale*”.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*General Description of the Program*” and any additional Dealer appointed under the Program from time to time by the Issuer and each Guarantor (each a “Dealer” and together the “Dealers”), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the “relevant Dealer” shall, in relation to an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to the lead manager of such issue and, in relation to an issue of Notes subscribed by one Dealer, be to such Dealer.

Application has been made for Notes issued under the Program for the period of 12 months after the publication of this Base Prospectus to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “Luxembourg Stock Exchange’s Regulated Market”). References in the Base Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been listed on the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange’s Regulated Market. The Luxembourg Stock Exchange’s Regulated Market is a regulated market for the purposes of the Directive 2004/39/EC on Markets in Financial Instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC. The Program also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities as may be agreed with the Issuer. Notice of the aggregate nominal amount of the Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions which are applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in the applicable final terms (the “Final Terms”) which, with respect to the Notes to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Regulated Market of the Luxembourg Stock Exchange, will be filed with the Luxembourg Stock Exchange.

In the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive (as defined herein), the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

This document comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and each Guarantor, which, according to the particular nature of the Issuer and each Guarantor and the Notes, is necessary to enable investors to make an informed assessment of the liabilities, financial position, profit and losses and prospects of the Issuer. References in this Base Prospectus to the “Group” are to references to Glencore Xstrata plc and its

consolidated subsidiaries, through which Glencore Xstrata plc may own its assets and conduct operations indirectly, references to “Glencore” are to the Group excluding Xstrata and references to “Xstrata” are to Xstrata Limited (previously known as Xstrata plc) and its subsidiaries and any subsidiary thereof as at completion of the merger between Glencore and Xstrata completed on May 2, 2013 (the “Merger”). This document comprises the base prospectus in respect of Glencore Finance (Europe) S.A. and for that purpose, this whole document would be referred to as the “Base Prospectus”. This Base Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the “CSSF”) which is the Luxembourg competent authority for the purpose of the Prospectus Directive and relevant implementing measures in Luxembourg, as a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Luxembourg for the purpose of giving information with regard to the issue of Notes issued under the Program described in this Base Prospectus during the period of twelve months after the date hereof. The CSSF, however, assumes no responsibility as to the economic and financial soundness of the transactions contemplated under this Base Prospectus or the quality or solvency of the Issuer in line with the provisions of article 7(7) of the Luxembourg Act dated 10 July 2005 (as amended) relating to prospectuses for securities (*loi relative aux prospectus pour valeurs mobilières*).

Prospective investors should have regard to the factors described under the section headed “*Risk Factors*” in this Base Prospectus.

The Program is, as of the date of this Base Prospectus, rated Baa2 in respect of the Notes by Moody’s Investors Service Ltd. (“Moody’s”) and BBB in respect of the Notes by Standard & Poor’s Credit Market Services France SAS (“S&P”). Moody’s and S&P are established in the European Union and are registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the “CRA Regulation”). Further information relating to the registration of rating agencies under the CRA Regulation and a current list of registered credit rating agencies can be found on the website of the European Securities and Markets Authority.

Tranches of Notes issued under the Program may be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s), which will not necessarily be the same as the rating applicable to the Program, will be specified in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

This document should be read and construed together with any supplements hereto and with any other documents incorporated by reference herein and, in relation to any Tranche of Notes, should be read and construed together with the relevant Final Terms.

The Issuer and each Guarantor has confirmed to the Dealers named under “*Subscription and Sale*” below that this Base Prospectus (including for this purpose, each relevant Final Terms) contains all information which is (in the context of the Program, the issue and offering of the Notes and the guarantees of the Notes) material; that such information is true, accurate and complete in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made, are based on reasonable assumptions and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Program, the issue and offering of the Notes and the guarantees of the Notes) not misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing.

No person has been authorized to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Program or any information supplied by the Issuer or any Guarantor or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorized by any of the Issuer, the Trustee, the Guarantors or the Dealers.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or any Guarantor since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Program is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, any Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see “*Subscription and Sale*”. In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “Securities Act”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for any Notes and should not be considered as a recommendation by the Issuer, the Guarantors, the Trustee, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and the Guarantors.

The Issuer and the Guarantors may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event (in the case of Notes intended to be admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange’s Regulated Market) a supplement to this Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

In this Base Prospectus, unless otherwise specified, references to a “Member State” are references to a Member State of the European Economic Area, references to “Relevant Member State” means a Member State of the European Economic Area which has implemented the Prospectus Directive, references to “Prospectus Directive” mean Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State, references to “2010 PD Amending Directive” mean Directive 2010/73/EU, references to “US”, “U.S.” and “United States” are to the United States of America, references to “US\$” and “U.S. dollars” are to United States dollars, references to “EUR”, “€” or “Euro” are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of May 3, 1998 on the introduction of the Euro, as amended, references to “sterling”, “Pound Sterling” and “£” are to the lawful currency of the United

Kingdom, references to “ZAR” are to South African Rand, references to “Swiss Francs” are to the lawful currency of Switzerland, references to “Argentine Pesos” or “ARS” are to the lawful currency of Argentina, references to “Australian dollars”, “A\$” or “AUD” are to the lawful currency of Australia, references to “Canadian dollars”, “C\$” or “CAD” are to the lawful currency of Canada, references to “Chilean Peso” or “CLP” are to the lawful currency of Chile, references to “Colombian Pesos” or “COP” are to the lawful currency of Colombia, references to “yen” or “JPY” are to the lawful currency of Japan, references to “Kroner” or “NOK” are to the lawful currency of Norway, references to “Peruvian Sol” or “PEN” are to the lawful currency of Peru, references to “Kazakhstani Tenge” or “KZT” are to the lawful currency of Kazakhstan and references to the “PHP” are to the lawful currency of the Philippines.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

This Base Prospectus has been prepared on the basis that any offer of Notes in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer, the Guarantors or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. None of the Issuer, the Guarantors nor any Dealer has authorized, nor do they authorize, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Guarantors or any Dealer to publish or supplement a prospectus for such offer and the relevant Issuer has consented in writing to its use for the purpose of such offer.

In connection with the issue of any Tranche of Notes, one or more relevant Dealers (in such capacity, the “Stabilizing Manager(s)”) (or any person acting on behalf of any Stabilizing Manager(s)) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager(s) (or any person acting on behalf of any Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or over allotment must be conducted by the relevant Stabilizing Manager(s) (or any person acting on behalf of any Stabilizing Manager(s)) in accordance with all applicable laws and rules.

RESPONSIBILITY STATEMENT

The Issuer and each Guarantor (together, the “Responsible Persons”) accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Program and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

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RISK FACTORS

Prospective investors should read and carefully consider the following risk factors and other information in this Base Prospectus before deciding to invest in the Notes. Additional risks not currently known to the Issuer or the Guarantors or that they now deem immaterial may also adversely affect the Issuer or the Guarantors or affect an investment in the Notes.

Risks relating to Glencore Finance (Europe) S.A.

Glencore Finance (Europe) S.A. is a finance vehicle.

Glencore Finance (Europe) S.A.'s primary business is the raising of money for the purpose of on lending to other members of the Group. Accordingly, substantially all Glencore Finance (Europe) S.A.'s assets are loans and advances made to other members of the Group and the ability of Glencore Finance (Europe) S.A. to satisfy its obligations in respect of the Notes will depend upon payments made to it by other members of the Group in respect of loans and advances made by Glencore Finance (Europe) S.A.

Risks relating to the Group

The Group is exposed to fluctuations in the expected volumes of supply and demand for commodities.

The expected volumes of supply and demand for the commodities in which the Group is active vary over time, based on changes in resource availability, government policies and regulation, costs of production, global and regional economic conditions, demand in end markets for products in which the commodities are used, technological developments, including commodity substitutions, fluctuations in global production capacity, global and regional weather conditions, natural disasters and diseases, all of which impact global markets and demand for commodities. Furthermore, changes in expected supply and demand conditions impact the expected future prices (and thus the price curve) of each commodity.

Fluctuations in the volume of each commodity produced by the Group or marketed by the Group could materially impact the business, results of operations and earnings of the Group. These fluctuations could result in a reduction or increase in the income generated in respect of the volumes handled by the Group's marketing activities, or a reduction or increase in the volume and/or margin in respect of commodities produced by the Group's industrial assets.

The Group is exposed to fluctuations in commodity prices and to deterioration in economic and financial conditions.

The revenue and earnings of the Group's industrial asset activities and, to a lesser extent, the Group's marketing activities are dependent upon prevailing commodity prices. Commodity prices are influenced by a number of external factors, including the supply and demand for commodities, speculative activities by market participants, global political and economic conditions and related industry cycles and production costs in major producing countries. Fluctuations in the price of commodities produced or marketed by the Group could materially impact the Group's business, results of operations and earnings.

The impacts that fluctuating commodity prices have on the Group's business differ between its marketing activities and industrial activities.

In a market environment in which prices for a particular commodity are higher on average, the premiums/margins that the Group generates in its physical marketing operations relating to such commodity as a result of geographical, time and quality imbalances tend to be higher. The Group's marketing activities also generally benefit from fluctuating market prices, rather than long periods of stable prices, as it seeks to

physically arbitrage such resulting price differentials. As prices of commodities rise, the Group generally has higher working capital financing requirements over the same quantity of commodities in question. During periods of falling commodity prices, the opposite applies in that the Group will require less working capital financing for its marketing activities.

Higher prices will be particularly favorable to the profitability of the Group in respect of those commodities which the Group produces at its industrial assets or are produced by its associated companies and other investees. Similarly, low prices will negatively impact the Group's industrial activities and could result in such activities incurring losses.

A significant downturn in the price of commodities generally results in a decline in the Group's profitability during such a period and could potentially result in a devaluation of inventories and impairments. Although the impact of a downturn on commodity prices affects industrial and marketing activities differently, the negative impact on its industrial activities is generally greater, as the profitability in the industrial activities is more directly exposed to price risk due to its higher level of fixed costs, while the Group's marketing activities are ordinarily substantially hedged in respect of price risk and principally operate a service-like margin-based model. The Group has not historically engaged in meaningful hedging against declines in commodity prices related to industrial production and, as a result, volatility in commodity prices has directly impacted its results of operations. If the Group does not engage in meaningful hedging against declines in commodity prices, its business and results of operations could also be impacted by volatility in commodity prices.

In addition, a decline in economic and financial conditions globally or in a specific country, region or sector may have a material adverse effect on the business, results of operations or earnings of the Group. For example, although most commodities' fixed pricing periods are relatively short, a significant reduction or increase in commodity prices could result in customers or suppliers, as the case may be, being unwilling or unable to honor their contractual commitments to purchase or sell commodities on pre-agreed pricing terms. In addition, a tightening of available credit may make it more difficult to obtain, or may increase the cost of obtaining, financing for the Group's marketing activities and capital expenditures at the Group's industrial assets. Given the persisting uncertainty about a global economic recovery, the Eurozone crisis and concerns about credit risk (including that of sovereigns), forward planning is difficult. Changing production levels in response to current price levels or estimates of future price levels imposes costs, and, if mistimed, could adversely affect the results of the Group's operations or financial condition. In addition, the default, or a significant decline in the credit rating, of one or more sovereigns or financial institutions could cause severe stress in the financial system generally and could adversely affect the markets in which the Group operates and the businesses and economic condition and prospects of its counterparties, customers, suppliers or creditors, directly or indirectly, in ways which it is difficult to predict. The impact of this could be detrimental to the Group and could have a material adverse effect on the business, results of operations or earnings of the Group.

The Group is exposed to significant geopolitical risk.

The Group operates and owns assets in a large number of geographic regions and countries, some of which are categorized as developing and have unstable political or social climates and, as a result, is exposed to a wide range of political, regulatory and tax environments. These environments are subject to change in a manner that may be materially adverse for the Group, including changes to government policies and regulations governing industrial production, foreign investment, price controls, import and export controls, tariffs, subsidies, income and other forms of taxation (including policies relating to the granting of advance rulings on taxation matters), nationalization or expropriation of property, repatriation of income, royalties, the environment and health and safety.

Relatively high commodity prices and other factors in recent years have resulted in increased resource nationalism in some countries, with governments repudiating or renegotiating contracts with, and expropriating assets from, companies that are producing in such countries. Many of the commodities that the Group produces and markets are considered strategic resources for particular countries. Governments in these countries may decide not to recognize previous arrangements if they regard them as no longer being in the national interest. Governments may also implement export controls on commodities regarded by them as strategic (such as oil or wheat) or place restrictions on foreign ownership of industrial assets. Renegotiation or nullification of existing agreements, leases, permits or tax rulings, changes in fiscal policies (including new or increased taxes or royalty rates or the implementation of windfall taxes which have recently been seen in several jurisdictions in which the Group has industrial assets) and currency restrictions imposed by the governments of countries in which the Group operates could all have a material adverse effect on the Group.

Following the global financial crisis, some governments have faced increased debt and funding obligations and have sought additional sources of revenue by increasing rates of taxation, royalties or resource rent taxes such as the Minerals Resource Rent Tax (MRRT) and Petroleum Resource Rent Tax (PRRT) extension in Australia. Such taxes may negatively impact the financial results of existing assets and projects and reduce anticipated future returns and overall level of prospective investment in those countries. In addition, there may be uncertainty around changes in and the enforcement of such taxes, which can make planning of future investments challenging.

The Group transacts business in locations where it is exposed to a greater-than-average risk of overt or effective expropriation or nationalization, including in countries where the government has previously (and, in some cases, recently) expropriated assets held within the jurisdiction of other companies or where members of the government have publicly proposed that such action be taken.

By way of example of increased governmental intervention of the type referred to in this risk factor, Prodeco (which is 100 per cent. owned by Glencore) and the Colombian Institute for Geology and Mining (“Ingeominas”) signed the eighth amendment in connection with the proposed Calenturitas mine expansion project in 2010. In reliance upon the commitments agreed with Ingeominas in this eighth amendment, Prodeco has undertaken the Calenturitas mine expansion project, which has resulted in significant investment in the expansion of the Calenturitas mine generating new jobs in the region. A writ of initiation of proceedings has been served on Prodeco alleging that the eighth amendment is null and void on the grounds that it has harmed the Colombian state’s interest. Prodeco and Glencore disagree with Ingeominas’ allegations and claims and Prodeco intends to vigorously defend itself against these as, having taken legal advice, it believes these are without merit.

The Group’s operations may also be affected by political and economic instability in the countries in which it operates. Such instability could be caused by, among other things, terrorism, civil war, guerrilla activities, military repression, civil disorder, crime, workforce instability, change in government policy or the ruling party, economic or other sanctions imposed by other countries, extreme fluctuations in currency exchange rates or high inflation.

The geopolitical risks associated with operating in a large number of regions and countries, if realized, could affect the Group’s ability to manage or retain interests in its industrial activities and could have a material adverse effect on the profitability, ability to finance or, in extreme cases, viability of one or more of its industrial assets. Although the Group’s industrial assets are geographically diversified across various countries, disruptions in certain of its industrial operations at any given time could have a material adverse effect on the business, results of operations and financial condition of the Group.

Liquidity risk and a failure to obtain funds could limit the Group's ability to engage in desired activities and grow its business.

Liquidity, or ready access to funds, is essential to the Group's businesses. A lack of liquidity may mean that the Group will not have funds available to maintain or increase its industrial and marketing activities.

The Group's marketing activities employ significant amounts of working capital to fund purchases of commodities for future delivery to its end customers, to meet margin requirements under derivative contracts and to fund the acquisition and maintenance of certain transport and storage assets which complement its marketing activities.

The Group's industrial activities are capital intensive and the continued funding of such activities is critical to maintain its ownership interests in its industrial assets, to maintain production levels in periods when net operating cash flow is negative or insufficient to cover capital expenditures, to increase production levels in the future in accordance with its business plans and to grow its industrial activities through the acquisition of new assets.

While the Group adjusts its minimum internal liquidity targets in response to changes in market conditions, these minimum internal liquidity targets may be breached due to circumstances the Group is unable to control, such as general market disruptions, sharp increases or decreases in the prices of commodities or an operational problem that affects its suppliers or customers or the Group, which may require the Group to take remedial action that may have an adverse effect on business, results of operations or earnings.

The Group has significant outstanding indebtedness.

In addition to maintaining a cash position, the Group relies on two other principal sources of liquidity: borrowings under various short-term and long-term bank and asset backed facilities and issuance of notes in the debt capital markets. An inability to refinance or increase existing facilities in the debt markets may mean that the Group will not have funds available to maintain or increase its industrial and marketing activities, which could have a material adverse effect on the Group's earnings and results of operations. The Group's access to debt in amounts adequate to finance its activities could be impaired by factors that affect the Group in particular or the industries or geographies in which it operates. For example, lenders could develop a negative perception of the Group's short-term or long-term financial prospects if the Group incurred large losses, if the level of the Group's marketing activities were to materially decrease due to a market downturn in the demand for commodities, or if its business were otherwise materially adversely affected. Although the Group expects the continued support of financial institutions, there can be no assurance that additional credit or funding will be made available in the future.

The Group has a significant amount of indebtedness, which may impair its operating and financial flexibility and could adversely affect its business and financial position. A high level of indebtedness could potentially cause the Group to dedicate a substantial portion of cash flow from operations to payments to service debt, which could reduce the funds available for working capital, capital expenditure, acquisitions, distributions to shareholders and other general corporate purposes and could limit its ability to borrow additional funds and its flexibility in planning for, or reacting to, changes in technology, customer demand, competitive pressures and the industries in which it operates, placing the Group at a competitive disadvantage compared to those of its competitors that are less leveraged than it is. In addition, a high level of indebtedness together with future debt financing, if accessible, may increase the Group's vulnerability to both general and industry specific adverse economic conditions.

A reduction in its credit ratings could adversely affect the Group.

The Group's borrowing costs and access to the debt capital markets, and thus its liquidity, depend significantly on its public credit ratings. These ratings are assigned by rating agencies, which may reduce or withdraw their ratings or place the Group on "credit watch", which could have negative implications. A

deterioration of the Group's credit ratings could increase its borrowing costs and limit its access to the capital markets, which, in turn, could reduce its earnings.

The Group's counterparties, including customers, suppliers and financial institutions, are also sensitive to the risk of a ratings downgrade and may be less likely to engage in transactions with the Group, or may only engage at a substantially higher cost or on increased credit enhancement terms (for example, letters of credit, additional guarantees or other credit support) which carry increased costs, if the Group's ratings were downgraded to below investment grade. While the Group does not anticipate its ratings to be downgraded below investment grade, if such an event was to occur, it could have a material adverse effect on its business, results of operations, financial condition or prospects.

The Group's business depends on its ability to retain and attract key employees.

The Group's success depends on the continued service and performance of its key employees. The loss of services of certain key employees, whether to go to a competitor, to start their own business, to retire or for other reasons, could have a material adverse effect on the Group's operations or financial condition. If the Group fails to retain or attract the necessary calibre of employees or if it fails to maintain compensation awards at an appropriate level for such employees, the Group's business, results of operations or financial condition could be materially adversely affected.

In addition, the Group has previously operated within a private company structure and as an employee-owned company. Following Glencore's initial public offering in May 2011, Glencore employees continued to own the majority of its issued share capital. Glencore employees who acquired Shares in the reorganization undertaken in connection with Glencore's initial public offering were subject to lock-up arrangements with a total duration of between 12 months and five years, in each case from May 24, 2011, such lock-ups not being dependent on continued employment. The first release of locked-up Glencore Shares occurred on May 24, 2012, whereafter all Glencore employee shareholders were, for the first time since the initial public offering, able to sell some or all of the Shares acquired by them in the pre-IPO reorganization. The Group, as a listed entity, operates as a public company with the added administration this entails. This cultural change as well as the recent Merger, and matters relating thereto, could result in certain key employees, whether skilled marketers or otherwise, leaving. There are a number of other reasons why such personnel may leave. The loss of any senior marketer, senior manager or other key personnel, as well as the inability to retain and/or attract new highly skilled personnel, could have a material adverse effect on the Group's business.

The Group is exposed to fluctuations in currency exchange and interest rates.

The vast majority of transactions undertaken by the Group's industrial and marketing activities are denominated in U.S. dollars. However, the Group is exposed to fluctuations in currency exchange rates through its industrial activities, because a large proportion of the operating costs of these assets are denominated in the currency of the country in which each asset is located, including the Australian dollar, the Canadian dollar, the Euro, the Kazakhstani Tenge, the Chilean Peso, the Norwegian Kroner, the South African Rand, the Argentine Peso, the Colombian Peso and the Peruvian Sol. The Group is also exposed to fluctuations in currency exchange rates through its global office network which are denominated largely in the currency of the country in which each office is located, the largest of such currency exposures being to the Swiss Franc, the Pound Sterling and the Euro. The Group is also exposed to fluctuations in currency exchange rates through its marketing activities, although only a small minority of purchase or sale transactions are denominated in currencies other than U.S. dollars.

In respect of commodity purchase and sale transactions denominated in currencies other than U.S. dollars, the Group's policy is to hedge the specific future commitment through a forward exchange contract. From time to time, the Group may hedge a portion of its currency exposures and requirements in an attempt to limit any adverse effect of exchange rate fluctuations on its results of operations, but there can be no assurance that

such hedging will eliminate the potential material adverse effect of such fluctuations. In addition, to the extent that any currency exposures are unhedged or unmatched as a consequence of political risk, such exposure could adversely affect the Group's financial results.

Foreign exchange rates have seen significant fluctuation in recent years, and a depreciation in the value of the U.S. dollar against one or more of the currencies in which the Group incurs significant costs will therefore, to the extent it has not been hedged, result in an increase in the cost of these operations in U.S. dollar terms and could adversely affect the Group's financial results.

The reporting currency and the functional currency of the majority of the Group's operations is the U.S. dollar, as this is assessed to be the principal currency of the economic environment in which the Group operates. For financial reporting purposes, transactions in foreign currencies are converted into the functional currency of each entity using the exchange rate prevailing at the transaction date. Monetary assets and liabilities outstanding at year-end are converted at year-end rates. The resulting exchange differences are recorded in the consolidated statement of income. The exchange rates between relevant local currencies and the U.S. dollar have historically fluctuated, and the translation effect of such fluctuations may have a material adverse effect on Group members' individual and the Group's consolidated results of operations or financial condition.

The Group's exposure to changes in interest rates results from investing and borrowing activities undertaken to manage its liquidity and capital requirements. The majority of the Group's borrowings, other than a portion of long-term, fixed-rate public bonds, bear interest at floating rates. An increase in interest rates would therefore result in a relatively immediate increase in the cost of servicing the Group's indebtedness and could adversely affect its financial results. Although borrowing costs are taken into account when setting marketing transaction terms, there is no assurance that increased financing costs can be passed on to customers and/or suppliers. The Group may elect in the future to enter into interest rate swaps to convert some or all of its floating-rate debt to fixed-rate debt or enter into fixed-rate to floating-rate swaps. There can be no assurance that the Group will not be materially adversely affected by interest rate changes in the future.

The commodities industry is very competitive and the Group may have difficulty effectively competing with other industrial and commodity marketing companies.

The commodities industry is characterized by strong competition. The Group believes that the majority of its competitors tend to focus on a narrower commodity group or geographic area, or concentrate more heavily on industrial activities such as mining, smelting, processing, refining and food processing. Although the Group faces intense competition in each of its business segments, in view of its diversification across different commodity groups and its global geographical presence and scale, the Group does not believe that there is, or will be, a precisely comparable company or peer group that can be defined as competing directly with the Group across all of its business segments. However, some of these competitors or existing producers may, in the future, use their resources to broaden into all of the markets in which the Group operates and therefore compete further against the Group. These competitors may also expand and diversify their commodity sourcing, processing or marketing operations, or engage in pricing or other financial or operational practices that could increase competitive pressure on the Group across each of its business segments. Increased competition may result in losses of market share for the Group and could materially adversely affect its business, results of operations and financial condition.

Risks relating to the Group's industrial activities

The Group holds some of its industrial assets through non-controlling stakes or joint ventures and strategic partnership arrangements.

The Group does not control a number of its significant industrial investments. Although the Group has various structures in place which seek to protect its position where it does not exercise control, the boards of these companies may:

- have economic or business interests or goals that are inconsistent with or are opposed to those of the Group;
- exercise veto rights or take shareholders' decisions so as to block actions that the Group believes to be in its best interests and/or in the best interests of all shareholders;
- take action contrary to the Group's policies or objectives with respect to its investments or commercial arrangements; or
- as a result of financial or other difficulties, be unable or unwilling to fulfil their obligations under any joint venture or other agreement, such as contributing capital to expansion or maintenance projects.

Where projects and operations are controlled and managed by the Group's co-investors or where control is shared on an equal basis, the Group may provide expertise and advice, but has limited or restricted ability to mandate compliance with its policies and/or objectives. Improper management or ineffective policies, procedures or controls of a non-controlled entity could adversely affect the business, results of operations and financial condition of the relevant investment and, therefore, of the Group.

The Group is exposed to the risk of delays in or failure to develop planned expansions or new projects.

The Group has a number of significant expansions planned for its existing operations and plans for certain new projects, the development of which is exposed to a number of risks outside its control, such as technical uncertainties, availability of suitable financing, infrastructure constraints, construction delays, cost overruns, insufficient labor skills or resources and delays in permitting or other regulatory matters.

Any future upward revisions in estimated project costs, delays in completing planned expansions, cost overruns, suspension of current projects or other operational difficulties after commissioning may have a material adverse effect on the business, results of operations, financial condition or prospects of the Group, in turn requiring it to consider delaying discretionary expenditures, including capital expenditures, or suspending or altering the scope of one or more of its development projects.

In addition, there can be no assurance that the Group will be able to effectively manage the risks arising from expansion of its operations. The Group's current systems, procedures and controls may need to be expanded and strengthened to support future operations. Any failure of the Group to effectively manage its expansion plans or expanded operations could have a material adverse effect on the Group's business, results of operations, financial condition or prospects.

Once complete, the results of these projects could differ materially from those anticipated by the Group and the significant capital expenditures related to these projects may not be offset by cash flows or other benefits from these projects in the timeframe anticipated or at all.

The Group is exposed to the risks associated with production curtailment and resumption.

In an effort to avoid over-supplying markets or building up an inventory of unsold products during periods of depressed commodity prices (including those experienced during the global economic downturn), the Group's policy, in common with many other producers, is to curtail production by closing mines and production

facilities, placing other mines and production facilities under care and maintenance and deferring or cancelling previously planned expansionary capital expenditure. While this practice may contribute to the stabilization of commodity prices and enable the Group to avoid selling products at or below their marginal cost of production, it imposes costs both directly, in the form of redundancy payments, equipment removal, security and other closing costs and the cost of resuming production or a capital expenditure program when prices justify such renewal, and, indirectly, in the form of revenue forgone, deterioration of assets or the resulting increase in unit costs. These costs can adversely affect the Group's business, results of operations, financial condition or prospects.

Given the lead times required to curtail or resume production levels, periods of higher commodity price volatility (including that experienced during the global economic downturn) have exacerbated and may in the future exacerbate the adverse effects of changes in production levels, which has had and may in the future have an adverse effect on the Group's business, results of operations, financial condition or prospects.

The Group's industrial activities involve a number of operating risks and hazards, many of which are outside the Group's control.

The Group's business is subject to numerous operating risks and hazards normally associated with the development and operation of natural resource projects, many of which are beyond the Group's control. These operating risks and hazards include unanticipated variations in grade and other geological problems, seismic activity, climatic conditions such as flooding or drought, metallurgical and other processing problems, technical failures, unavailability of materials and equipment, interruptions to power supplies, industrial actions or disputes, industrial accidents, labor force disruptions, unanticipated logistical and transportation constraints, tribal action or political protests, force majeure factors, environmental hazards, fire, explosions, vandalism and crime. These risks and hazards could result in damage to, or destruction of, properties or production facilities, may cause production to be reduced or to cease at those properties or production facilities, may result in a decrease in the quality of the products, may result in personal injury or death, environmental damage, business interruption and legal liability and may result in actual production differing from estimates of production.

The realization of such operating risks and hazards and the costs associated with them could materially adversely affect the Group's business, results of operations and financial condition, including by requiring significant capital and operating expenditures to abate the risk or hazard, restore their property or third party property, compensate third parties for any loss and/or pay fines or damages.

Title to the land, resource tenure and extraction rights of industrial activities may be challenged.

The Group has industrial activities investments in certain countries where title to land and rights in respect of land and resources (including indigenous title) has not been and may not always be clear, creating the potential for disputes over resource development. Any dispute relating to a material industrial asset of the Group could disrupt or delay relevant extraction, processing or other projects and/or impede the Group's ability to develop new industrial properties and may have a material adverse effect on the Group's business, results of operations and financial condition.

Title to the Group's mining and hydrocarbon rights may be challenged or impugned, and title insurance may not generally be available. In many cases, the government of the country in which a particular asset is located is the sole authority able to grant such rights and, in some cases, may have limited infrastructure and limited resources which may severely constrain the Group's ability to ensure that it has obtained secure title to individual exploration licenses or extraction rights. The Group's title may be affected by, among other things, undetected defects. In addition, the Group may be unable to conduct its activities or operations as permitted or to enforce its rights with respect to its properties. A successful challenge to the Group's mining and/or hydrocarbon extraction rights may result in the Group being unable to proceed with the development or

continued operation of a mine or project which, in turn, may have a material adverse effect on the Group's business, results of operations and financial condition.

The production, processing and product delivery capabilities of the Group's industrial assets rely on their infrastructure being adequate and remaining available.

The mining, drilling, processing, development and exploration activities of the industrial assets in which the Group holds an interest depend on adequate infrastructure. Certain of these assets are located in areas that are sparsely populated and are difficult to access. Reliable roads, power sources, transport infrastructure and water supplies are essential for the conduct of these operations and the availability and cost of these utilities and infrastructure affect capital and operating costs and, therefore, the Group's ability to maintain expected levels of production and results of operations. Unusual weather or other natural phenomena, sabotage or other interference in the maintenance or provision of such infrastructure could impact the development of a project, reduce production volumes, increase extraction or exploration costs or delay the transportation of raw materials to the mines and projects and commodities to end customers. Any such issues arising in respect of the infrastructure supporting or on the Group's sites could have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

Industrial activities are exposed to an increase in production costs, including as a result of increased energy costs or shortages of equipment, spare parts and labor.

As commodity prices themselves are outside of the Group's control, the competitiveness and sustainable long-term profitability depends significantly on the Group's ability to reduce costs and maintain a broad spectrum of low-cost, efficient operations. Because it is difficult for the Group to pass increases in production costs on to customers, any increases in input costs will adversely affect the business, results of operations and financial condition of the Group.

Costs associated with the operation of the Group's industrial assets can be broadly categorized into labor costs and other on-site expenses, including power and equipment costs. Production costs are heavily influenced by the extent of on-going development required, resource grades, site planning, processing technology, logistics, energy and supply costs and the impact of exchange rate fluctuations on costs of operations. All of the Group's industrial assets are, to varying degrees, affected by increases in costs for labor and fuel. Unit production costs are also significantly affected by production volumes and, therefore, production levels are frequently a key factor in determining the overall cost competitiveness of the Group's industrial activities. In addition, if certain industrial inputs are unavailable at any price, the Group may find its production of certain commodities to be involuntarily curtailed, which would result in lost revenue and profits, which would adversely affect the results of operations and financial condition of the Group.

The Group's stated mineral, coal and hydrocarbon reserves, resources and mineralized potential are only estimates and the anticipated volumes or grades may not be achieved.

The estimated reserves and resources of the Group should not be interpreted as a statement of the commercial viability, potential or profitability of any future operations. No assurance can be given that the anticipated quantities and grades will be achieved, that the indicated level of recovery will be realized or that mineral, coal and hydrocarbon reserves, resources and mineralized potential can be extracted or processed profitably. Actual reserves, resources or mineralized potential may not conform to geological, metallurgical or other expectations, and the volume and grade of ore or product recovered may be below the estimated levels. Lower market prices, increased production costs, reduced recovery rates and other factors may render the Group's reserves, resources or mineralized potential uneconomical to exploit and may result in revision of its reserve estimates from time to time. Reserve data are not indicative of future results of operations. The Group's future success depends upon conducting successful exploration and development activities or acquiring properties containing economically recoverable reserves. If the Group's actual mineral, coal and hydrocarbon reserves

and resources are less than current estimates or if the Group fails to develop its resource base through the realization of identified or new mineral potential, the business, results of operations and financial condition of the Group may be materially and adversely affected.

The processes and chemicals used in the Group's extraction and production methods, as well as their shipping and storage activities, are subject to environmental hazards.

Where the Group holds or has interests in industrial activities, these assets are generally subject to environmental hazards as a result of the processes and chemicals used in traditional extraction, production, storage, disposal and transportation methods. Environmental hazards may exist on the Group's owned or leased properties or at those of the industrial activities in which it holds an interest, or may be encountered while its products are in transit. In addition, the storage of tailings at the Group's industrial assets may present a risk to the environment, property and persons where there remains a risk of leakage from or failure of the Group's tailings dams, as well as theft and vandalism during the operating life of the assets or after closure.

Additionally, the Group conducts oil exploration and drilling activities and also stores and transports crude oil and oil products around the world. Damage to exploration or drilling equipment, a vessel carrying oil or a facility where it is stored could lead to a spill, causing environmental damage with significant clean-up or remediation costs.

The Group's operations are subject to health, safety and environmental regulations and legislation.

New or amended environmental, health and safety legislation or regulations may result in increased operating costs or, in the event of non-compliance or accidents or incidents causing personal injury or death or property or environmental damage at or to the Group's mines, smelters, refineries, concentrators, drill rigs, processing plants, silos, agricultural property or related facilities (such as logistics or storage facilities) or surrounding areas, may result in significant losses, interruptions in production, expensive litigation, imposition of penalties and sanctions or suspension or revocation of permits and licenses.

The Group may be liable for losses associated with environmental hazards, may have its licenses and permits withdrawn or suspended or may be forced to undertake extensive remedial clean-up action or to pay for government ordered remedial clean-up actions, even in cases where such hazards have been caused by any previous or subsequent owners or operators of the property, by any past or present owners of adjacent properties, by independent third party contractors providing services to the Group or by acts of vandalism by trespassers. Any such losses, withdrawals, suspensions, actions or payments may have a material adverse effect on the Group's business, results of operations and financial condition.

Accidents at the Group's industrial activities, logistics and storage facilities could result in injuries and fatalities.

Any accidents or hazardous incidents causing personal injury or death or property or environmental damage at or to the Group's mines, smelters, refineries, concentrators, drill rigs, processing plants, silos, agricultural property or related facilities (such as logistics and storage facilities) or surrounding areas may result in significant losses, interruptions in production, expensive litigation, imposition of penalties and sanctions or suspension or revocation of permits and licenses. Risks associated with the Group's open pit mining operations include flooding of the open pits, collapses of the open pit walls and accidents or failures in operation of large equipment for open pit mining and material transportation. Risks associated with the Group's underground mining operations include flooding, underground fires and explosions (including those caused by flammable gas), cave-ins or ground falls, discharges of gases or toxic chemicals, sinkhole formation and ground subsidence. Risks associated with the Group's oil exploration and deepwater drilling activities include explosions, spills and potential large-scale environmental pollution. Risks associated with the Group's agricultural operations include food and feed safety (including product handling), transportation,

storage and handling of certain hazardous substances, such as crop protection products and fertilizers. Risks associated with the Group's logistics and storage operations may include the risk of: ruptures and spills from crude oil and other product carriers; spillage, leakage or seepage of tailings or other hazardous substances found in storage or disposal facilities; and failure of tailings dams during the operating life of the mines or after closure. Injuries to and deaths of workers and contractors at mines and facilities controlled by the Group have occurred in the past and may occur in the future. If accidents occur in the future, the Group's business and results of operations and financial condition may be adversely impacted.

Risks relating to the Group's marketing activities

The success of the Group's marketing activities depends in part on its ability to identify and take advantage of arbitrage opportunities.

Many of the commodity markets in which the Group operates are fragmented and periodically volatile. As a result, discrepancies generally arise in respect of the prices at which the commodities can be bought or sold in different forms, geographic locations or time periods, taking into account the numerous relevant pricing factors, including freight and product quality. These pricing discrepancies can present the Group with arbitrage opportunities whereby the Group is able to generate profit by sourcing, transporting, blending, storing or otherwise processing the relevant commodities.

Profitability of the Group's marketing activities is, in large part, dependent on its ability to identify and exploit such arbitrage opportunities. A lack of such opportunities, for example, due to a prolonged period of pricing stability in a particular market, or an inability to take advantage of such opportunities when they present themselves, because of, for example, a shortage of liquidity or an inability to access required logistics, assets or other operational constraints, could adversely impact the Group's business, results of operations and financial condition.

The Group's hedging strategy may not always be effective, does not require all risks to be hedged and may leave an exposure to basis risk.

The Group's marketing activities involve a significant number of purchase and sale transactions across multiple commodities. To the extent the Group purchases a commodity from a supplier and does not immediately have a matching contract to sell the commodity to a customer, a downturn in the price of the commodity could result in losses to the Group. Conversely, to the extent the Group agrees to sell a commodity to a customer and does not immediately have a matching contract to acquire the commodity from a supplier, an increase in the price of the commodity could result in losses to the Group as it then seeks to acquire the underlying commodity in a rising market. In order for the Group to mitigate the risks in its marketing activities related to commodity price fluctuations and potential losses, the Group has a policy, at any given time, of hedging substantially all of its marketing inventory not already contracted for sale at pre-determined prices through futures and swap commodity derivative contracts, either on commodity exchanges or in the over-the-counter market. In the event of disruptions in the commodity exchanges or markets on which the Group engages in these hedging transactions, the Group's ability to manage commodity price risk may be adversely affected, and this could in turn materially adversely affect its business, financial condition and results of operations. In addition, there are no traded or bilateral derivative markets for certain commodities that the Group purchases and sells, which limits the Group's ability to fully hedge its exposure to price fluctuations for these commodities. In these instances, the Group's ability to hedge its commodity exposure is limited to forward contracts for the physical delivery of a commodity or futures and swap contracts for a different, but seemingly related, commodity. Finally, subject to internal risk management, limits and policies, in some cases, the Group takes deliberate directional positions without a corresponding opposite directional position in place as part of its marketing strategy which has, at certain points in the past, resulted, and may in the future result, in losses.

The Group is subject to counterparty credit and performance risk, in particular via its marketing activities.

Non-performance by the Group's suppliers, customers and hedging counterparties may occur in a range of situations, such as:

- a significant increase in commodity prices could result in suppliers being unwilling to honor their contractual commitments to sell commodities to the Group at pre-agreed prices;
- a significant reduction in commodity prices could result in customers being unwilling or unable to honor their contractual commitments to purchase commodities from the Group at pre-agreed prices;
- customers may take delivery of commodities from the Group and then find themselves unable to honour their payment obligations due to financial distress or other reasons; and
- hedging counterparties may find themselves unable to honor their contractual commitment due to financial distress or other reasons.

Non-performance by a counterparty could have an adverse impact on the Group's business, results of operations and financial condition, including by creating an unintended, unmatched commodity price exposure.

In addition, financial assets consisting principally of cash and cash equivalents, marketable securities, receivables and advances, derivative instruments and long-term advances and loans could potentially expose the Group to concentrations of credit risk.

The Group seeks to reduce the risk of customer non-performance by requiring credit support from creditworthy financial institutions, including making extensive use of credit enhancement products, such as letters of credit or insurance policies, where appropriate, and by imposing limits on open accounts extended. Whilst these limits are believed appropriate based on current levels of perceived risk, there is a possibility that a protracted difficult economic environment could negatively impact the quality of these exposures. In addition, mark-to-market exposures in relation to hedging contracts are regularly and substantially collateralized (primarily with cash) pursuant to margining arrangements in place with such hedge counterparties. However, no assurance can be given that the Group's attempts to reduce the risk of customer non-performance will be successful in every instance or that its financial results will not be adversely affected by the failure of a counterparty or counterparties to fulfil their contractual obligations in the future. Such failure could have an adverse impact on the Group's business, results of operations and financial condition, including by creating an unintended, unmatched commodity price exposure.

The Group's risk management policies and procedures may leave it exposed to unidentified or unanticipated risks.

The Group's marketing activities are exposed to commodity price, foreign exchange, interest rate, counterparty (including credit), operational, regulatory and other risks. The Group has devoted significant resources to developing and implementing policies and procedures to manage these risks and expects to continue to do so in the future. Nonetheless, the Group's policies and procedures to identify, monitor and manage risks have not been fully effective in the past and may not be fully effective in the future.

Some of the Group's methods of monitoring and managing risk are based on historical market behaviour that may not be an accurate predictor of future market behaviour. Other risk management methods depend on evaluation of information relating to markets, suppliers, customers and other matters that are publicly available or otherwise accessible by the Group. This information may not in all cases be accurate, complete, up to date or properly evaluated. Management of operational, legal and regulatory risk requires, among other things, policies and procedures to properly record and verify a large number of transactions and events, and

these policies and procedures may not be fully effective in doing so. The Group uses, among other techniques, Value at Risk, or “VaR”, as a key risk measurement technique for its marketing activities. VaR does not purport to represent actual gains or losses in fair value on earnings to be incurred by the Group, nor does the Group expect that VaR results are indicative of future market movements or representative of any actual impact on its future results. Failure to mitigate all risks associated with the Group’s business could have a material adverse effect on the Group’s business, results of operations and financial condition.

The Group is reliant on the supply of commodities from third parties.

The Group purchases a portion of the physical commodities sold by its marketing activities from its controlled industrial operations and associates. The remainder of the commodities sourced by its marketing operations are purchased from third party suppliers and entities in which the Group has a minority stake (excluding associates). The Group expects to continue to source commodities from such third parties in the future. The Group is potentially exposed to both price and supply risks with respect to commodities sourced from third parties and entities in which it holds a minority stake. The Group is reliant on third parties to source the majority of the commodities purchased by its marketing operations. Any disruptions in the supply of product, which may be caused by factors such as weather and other natural disasters, unexpected maintenance problems, collapse or damage to mines or other production facilities, labor disruptions and changes in laws and regulations, could adversely affect the Group’s margins. The Group’s business, results of operations, financial condition and prospects could be materially adversely impacted if it is unable to continue to source required volumes of commodities from its suppliers on reasonable terms or at all.

The Group relies on certain agreements for the sourcing of commodities and these agreements may be terminated or fail to be renewed.

The Group is a party to various agreements with certain of its non-controlled industrial assets for the supply of commodities to its marketing business. These agreements are an important source of commodities for the Group’s marketing activities and provide certainty of regular supply for the Group. These supply agreements range from short-term spot contracts to multiple years in duration and have historically been renewed by the Group and the supplier on commercially acceptable terms. However, in general, these companies have no obligation to renew their supply agreements. The Group may not be able to compel the relevant company to enter into or renew a supply agreement with the Group in cases where the Group does not own 100 per cent. of the company or where related party transaction minority shareholder approval requirements apply. The Group relies on these agreements to source some of its key commodities and any termination or failure to renew such agreements at the end of their terms could have an adverse effect on the Group’s business, results of operations and financial condition.

The Group’s marketing activities require access to significant amounts of freight, storage, infrastructure and logistics support and it is exposed to increases in the costs thereof.

The Group’s marketing activities entail shipments of commodities in large quantities, often by ocean-going transport. The Group often competes with other producers, purchasers or marketers of commodities or other products for limited storage and berthing facilities at ports and freight terminals, which can result in delays in loading or unloading the Group’s products and expose the Group to significant delivery interruptions. Increases in the costs of freight, storage, infrastructure and logistics support or limitations or interruptions in the supply chain which impede the Group’s ability to deliver products on time could adversely affect the Group’s business, results of operations or financial condition.

The Group also requires significant storage capacity for its commodities, which it sources both through facilities in which the Group holds equity stakes and pursuant to rental agreements with, among others, oil terminals and tank farms, metal and other warehouses and silos. Any decrease in the Group’s ability to access its customary levels of capacity from these storage facilities or an increase in the price at which the Group can

acquire storage capacity could have an adverse effect on the Group's business by forcing the Group to use storage facilities in less advantageous locations or at prices that make it less profitable for the Group to supply its customers.

The Group's freight operations are affected by fluctuations in freight rates.

The Group has a large and diversified fleet of vessels. The majority of these vessels service the Group's energy products business segment. The Group has significant exposure to the fluctuations in freight spot rates and a change in freight rates could have a material adverse effect on the Group's business, results of operations and financial condition.

Other risks relating to the Group

The Group may fail to integrate acquisitions/mergers effectively, including in connection with the Merger, or fail to realize the anticipated business growth opportunities or other synergies in connection with such acquisitions/mergers.

Business combinations entail a number of risks, including the ability of the Group to integrate effectively the businesses acquired with its existing operations such as the realization of anticipated synergies, significant one-time write-offs or restructuring charges, unanticipated costs, addressing possible differences in business culture, processes, controls, procedures and systems and failing to integrate and motivate key employees and/or retain certain individuals during the integration period.

The Group recently completed the Merger with Xstrata. The performance of the Group in the future will, amongst other things, depend on its ability to integrate Xstrata successfully without disruption to the existing business. The Merger was justified in part by the business growth opportunities, margin benefits, cost savings and other synergies the Group expects to achieve having combined the operations of Glencore and Xstrata. However, these expected business growth opportunities, margin benefits, cost savings and other synergies may not develop and other assumptions on which the consideration was determined may prove to be incorrect. The Group may also face challenges with the following: redeploying resources in different areas of operations to improve efficiency; minimizing the diversion of management attention from on-going business concerns; and addressing possible differences in business culture, processes, controls, procedures and systems.

Failure to successfully integrate a business, including in connection with the Merger, could have a material adverse effect on the Group's business, financial condition, results of operations and/or prospects. All of these may be exacerbated by the diversion of management's attention away from other on-going business concerns. The Group may also be liable for the past acts, omissions or liabilities of companies or businesses it has acquired, which may be unforeseen or greater than anticipated at the time of the relevant acquisition. In addition, various factors could impact the estimated synergies for potential acquisitions and have a material adverse impact on the Group's business, results of operations and financial condition.

The Group may fail to make successful acquisitions.

From time to time, the Group considers the acquisition of complementary businesses or assets where the opportunity is presented to do so at attractive prices. Further acquisitions to be made by the Group may be subject to certain approvals (for example, shareholder or antitrust approvals which may or may not be obtained or may be obtained subject to remedies, including the divestment of assets). Failure to successfully acquire a business could have a material adverse effect on the Group's business, financial condition, results of operations and/or prospects. All of these may be exacerbated by the diversion of management's attention away from other on-going business concerns. Business combinations which are completed also carry numerous risks, include adverse regulatory conditions and obligations, conflicts with minority interests, retention of key staff and lower than expected revenues and operational performance. The Group may also be

liable for the past acts, omissions or liabilities of companies or businesses it has acquired, which may be unforeseen or greater than anticipated at the time of the relevant acquisition. In addition, various factors could impact the estimated synergies for potential acquisitions, including uncertainty in sales proceeds from planned divestments, and have a material adverse impact on the Group's business, results of operations and financial condition.

Due to the nature of its business and operations, the Group is exposed to the risks of fraud and corruption.

As a diversified sourcing, marketing and distribution company conducting complex transactions globally, the Group is exposed to the risks of fraud and corruption both internally and externally.

The Group's marketing operations are large in scale, which may make fraudulent or accidental transactions difficult to detect. In addition, some of the Group's industrial activities are located in countries where corruption is generally understood to exist.

The Group seeks to comply fully with legislation such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act and has put in place internal control policies and external diligence and compliance policies. However, there can be no assurance that such procedures and established internal controls will adequately protect the Group against fraudulent and/or corrupt activity and such activity could have an adverse effect on the Group's business, reputation, results of operations, financial condition and/or prospects.

The Group is subject to risks relating to the processing, storage and transportation of its commodities.

The Group's processing and storage facilities, which include ore processing plants, smelters, refineries, grain silos, tank farms and oil terminals, are subject to risks and hazards, including accidental environmental damage, technical failure, vandalism and terrorism, which, if they materialize, could adversely affect the Group's business, results of operations and financial condition. In addition, the Group also depends upon seaborne freight, rail, trucking, pipeline, overland conveyor and other systems to deliver its commodities to market. Disruption of these transport services due to weather-related problems, key equipment or infrastructure failures, strikes, maritime disaster or other events could temporarily impair the Group's ability to transport its commodities to its customers and thus could adversely affect its operations.

Metal processing plants (ore processing plants, smelters and refineries) are especially vulnerable to interruptions, particularly where events cause a stoppage that necessitates a shutdown in operations. Stoppages in smelting, even if lasting only a few hours, can cause the contents of furnaces to solidify, resulting in a plant closure for a significant period and necessitating expensive repairs, any of which could adversely affect the Group's smelting operations.

Transportation and storage of crude oil and oil products involve significant hazards that could result in fires, explosions, spills, maritime disaster and other unexpected or dangerous conditions. The occurrence of any of these events could result in a material adverse effect, either directly or indirectly, through resulting damages, claims and awards, remediation costs or negative publicity on the Group's business.

Crop storage entails significant risks associated with the storage environment, including temperature, humidity levels, pests, parasites and/or diseases. Excessively high or low levels of moisture, temperature or humidity may result in damage to stored crops and seeds. An event that destroys or takes all or part of a silo complex or terminal out of service could result in the loss of stored crops and require the Group to find alternative storage arrangements. The Group may also be subject to the loss of stored crops as a result of catastrophic events, such as fires, explosions or natural disasters.

In addition, the vessels the Group uses to transport its products may be exposed to a variety of natural calamities during operations, including violent storms, tidal waves and tsunamis. Any of these natural

calamities could result in the Group's vessels grounding, sinking or colliding with other vessels or property, or the loss of life. If one of the vessels suffers damage, in addition to the potential loss of its cargo, it would need to be repaired, and the costs relating to such losses or repairs may not be covered (either in part or in full) by the insurance policies that are in place. The costs of such repairs are unpredictable and could be substantial. The loss of earnings while the vessels are being repaired and repositioned, and the cost of arranging for alternative transport, as well as the actual cost of such repairs, could adversely affect the Group's business and results of operations. Furthermore, the vessels the Group uses to transport its products may be exposed to piracy, terrorist attacks and other events beyond its control. These events could result in adverse effects to the Group's business as a result of seizure of its cargoes and disruption to its customers' or suppliers' business. While the Group has procured insurance for its operations against these types of risks, there can be no assurance that the insurance coverage the Group has will be adequate or that its insurers will pay a particular claim. As is the standard for policies of this type, the Group's insurance policies do not cover risks arising from damage caused by wear and tear to the vessels that it owns directly or through joint ventures. In the event of damage to, or the loss of, a vessel or vessels and/or their cargoes, a lack of adequate insurance coverage may have a material adverse effect on the Group's business, results of operations and financial condition.

The Group is subject to risks relating to product safety and dangerous goods regulations.

Products sold by the Group are in many cases covered by national and international product safety and dangerous goods regulations. In some instances, product safety regulations (for example, the EU's Chemical Control Act, REACH or the International Organization for Standardization in relation to food safety) obligate manufacturers and importers to register their products and to regularly monitor and evaluate the risks and hazards of substances (chemicals, metals and illnesses, etc.) to protect humans and the environment from harm during handling, storage and use. Any failure in complying with these obligations could result in a delay of the Group's product delivery, a loss of insurance coverage, business interruption on the customer side, administrative or criminal sanctions and, in the extreme, banning (temporarily) from a marketplace. Such events could have a material impact on the local or global demand, reducing the Group's marketing opportunities for such a product, or at least increase the handling costs while shipping and placing the product in the market, all of which could have a material adverse effect on the business, results of operations and financial condition of the Group.

The Group is dependent on its financial, accounting, marketing and other data processing information systems to conduct its business.

The Group's software applications for areas such as traffic, accounting and finance are primarily based on integrated standard components. The Group's key business processes rely on in-house developed modules and are regularly adapted to suit its business needs. All of these applications are primarily managed from its headquarters and are available to all the major business locations. If any of these systems does not operate properly or is disabled, the Group could suffer, among other things, financial loss, a disruption of its business, liability to its counterparties, regulatory intervention or reputational damage.

The Group is exposed to and subject to a significant number of laws and regulations.

The activities of the Group are exposed to and subject to extensive laws and regulations governing various matters. These include laws and regulations relating to bribery and corruption, taxation, antitrust, financial markets regulation, environmental protection, management and use of hazardous substances and explosives, management of natural resources, licenses over resources owned by various governments, exploration, development of projects, production and post-closure reclamation, the employment of expatriates, labor and occupational health and safety standards, and historical and cultural preservation. Additionally, in many of the developing countries where the Group operates, the legal systems may not be mature and legal practice may not be developed, such that, in certain cases, there may be significant uncertainty as to the correct legal

position, as well as the possibility of laws changing or new laws and regulations being enacted, which has the potential to increase risk and compliance costs.

These laws and regulations may allow governmental authorities and private parties to bring lawsuits based upon damages to property and injury to persons resulting from the environmental, health and safety and other impacts of the Group's past and current operations, and could lead to the imposition of substantial fines, penalties, other civil or criminal sanctions, the curtailment or cessation of operations, orders to pay compensation, orders to remedy the effects of violations and/or orders to take preventative steps against possible future violations. Moreover, the costs associated with compliance with these laws and regulations are substantial. Any changes to these laws or regulations or more stringent enforcement or restrictive interpretation of current laws and regulations by governmental authorities or rulings or clearances obtained from such governmental authorities could cause additional expenditure (including capital expenditure) to be incurred or impose restrictions on or suspensions of the Group's operations and delays in the development of its properties.

The Group's subsidiaries and the companies in which it holds investments are generally required, under applicable laws and regulations, to seek governmental licenses, permits, authorizations, concessions and other approvals in connection with their activities. Obtaining the necessary governmental permits can be a particularly complex and time-consuming process and may involve costly undertakings. The duration and success of permit applications are contingent on many factors, including those outside the Group's control. Failure to obtain or renew a necessary permit could mean that such companies would be unable to proceed with the development or continued operation of a mine or project, which, in turn, may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

In addition, the enactment of new laws and regulations and changes to existing laws and regulations (including, but not restricted to, environmental laws, the imposition of higher license fees, mining and hydrocarbon royalties or taxes), compliance with which could be expensive or onerous, could also have a material adverse impact on the ability of the Group to operate its businesses and/or the profitability of its industrial investments.

The Group is subject to emissions and climate change regulations.

The Group's global presence exposes it to a number of jurisdictions in which regulations or laws have been or are being considered to limit or reduce emissions. The likely effect of these changes will be to increase the cost for fossil fuels, impose levies for emissions in excess of certain permitted levels and increase administrative costs for monitoring and reporting. Increasing regulation of greenhouse gas emissions, including the progressive introduction of carbon emissions trading mechanisms and tighter emission reduction targets in numerous jurisdictions in which the Group operates, is likely to raise production, transportation and administrative costs. In addition, regulation of greenhouse gas emissions in the jurisdictions of the Group's major customers and in relation to international shipping could also have a material adverse effect on the demand for the Group's products.

Social, economic and other risks in the markets where the Group operates may cause serious disruptions to its business.

Through the geographic diversity of its operations, the Group is exposed to risks of political unrest, strikes, war and economic and other forms of instability, such as natural disasters, epidemics, widespread transmission or diseases, acts of God, terrorist attacks and other events beyond its control that may adversely affect local economies, infrastructure and livelihoods.

These events could result in disruption to the Group's and its customers' or suppliers' businesses and seizure of, or damage to, any of their cargoes or assets. Such events could also cause the destruction of key equipment and infrastructure (including infrastructure located at or serving the Group's industrial activities, as well as the

infrastructure that supports the freight and logistics required by the Group's marketing operations). These events could also result in the partial or complete closure of particular ports or significant sea passages, such as the Suez or Panama canals or the Straits of Hormuz, potentially resulting in higher costs, congestion of ports or sea passages, vessel delays or cancellations on some trade routes. Any of these events could adversely impact the business and results of operations of the Group.

The Group's reputation in the communities in which it operates could deteriorate.

The continued success of the Group's existing operations and its future projects are in part dependent upon broad support of and a healthy relationship with the respective local communities. If it is perceived that the Group is not respecting or advancing the economic and social progress and safety of the communities in which it operates, its reputation and shareholder value could be damaged, which could have a negative impact on its "social license to operate", its ability to secure new resources and its financial performance.

Some of the Group's current and potential industrial activities are located in or near communities that may regard such operations as having a detrimental effect on their safety or environmental, economic or social circumstances. The consequences of negative community reaction could also have a material adverse impact on the cost, profitability, ability to finance or even the viability of an operation. Such events could lead to disputes with national or local governments or with local communities or any other stakeholders and give rise to material reputational damage. If the Group's operations are delayed or shut down as a result of political and community instability, its earnings may be constrained and the long-term value of its business could be adversely impacted. Even in cases where no action adverse to the Group is actually taken, the uncertainty associated with such political or community instability could negatively impact the perceived value of the Group's assets and industrial investments and, consequently, have a material adverse effect on the financial condition of the Group.

The industries in which the Group operates are subject to a wide range of risks as described elsewhere in this section, not all of which can be covered, adequately or at all, by its insurance programs.

The Group has broad insurance programs in place which provide coverage for operations. Although the Group's insurance is intended to cover the majority of the risks to which it is exposed, it cannot account for every potential risk associated with its operations and, following the recent completion of the merger of Glencore and Xstrata, work is under way to review the insurance programs currently in place. Adequate coverage at reasonable rates is not always commercially available to cover all potential risks and no assurance can be given that, where available, such coverage would be sufficient to cover all loss and liability to which the Group may be exposed. The occurrence of a significant adverse event not fully or partially covered by insurance could have a material adverse effect on the business, results of operations and financial condition of the Group.

The maintenance of positive employee and union relations and the ability to attract and retain skilled workers is key to the successful operation of the Group.

Some of the Group's employees (mainly those employees at the Group's industrial activities), as well as employees in non-controlled industrial investments, are represented by labor unions under various collective labor agreements. The Group, its subsidiaries or the industrial investments in which it holds an interest may not be able to satisfactorily renegotiate their collective labor agreements when they expire and may face tougher negotiations or higher wage demands than would be the case for non-unionized labor. In addition, existing labor agreements may not prevent a strike or work stoppage at its facilities in the future, and any strike or other work stoppage could have a material adverse effect on the Group's business, results of operations and financial condition. The Group's industrial activities have experienced strikes and other labor

disputes in the past and the Group believes that strikes and other industrial actions will remain a risk to the business for the foreseeable future.

The success of the Group's business is also dependent on its ability to attract and retain highly effective marketing and logistics personnel, as well as highly qualified and skilled engineers and other industrial, technical and project experts to operate its industrial activities, including in locations experiencing political or civil unrest, or in which the Group may be exposed to other hazardous conditions. The Group may not be able to attract and retain such qualified personnel, and this could have a material adverse effect on the Group's business, results of operations and financial condition.

Risks relating to the Notes and the Guarantees

Notes may not be a suitable investment for all investors

Each prospective Noteholder must determine the suitability of that investment in light of its own circumstances. In particular, each prospective Noteholder should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained in, or incorporated by reference into, this Base Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact the relevant Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where the currency for principal or interest payments is different from the prospective Noteholder's local currency;
- understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio. In addition, an investment in perpetual Notes may entail significant risks not associated with investments in a conventional debt security. The Issuer is under no obligation to redeem perpetual Notes at any time and the holders of perpetual Notes have no right to call for their redemption.

Ranking of obligations under the Notes and the Guarantees

The obligations of the Issuer under the Notes will be unsecured and rank equally in right of payment with all unsecured unsubordinated obligations of the Issuer. The obligations of the Guarantors under each of the Guarantees of the Notes will be unsecured and rank equally with all unsecured unsubordinated obligations of the respective Guarantor. These obligations will also be structurally subordinated to the holders of secured and unsecured debt and other creditors of subsidiaries of the Guarantors (other than the Issuer). The Terms and Conditions of the Notes do not place any limitation on the amount of unsecured debt that may be incurred

by the Guarantors or any of their respective subsidiaries (including the Issuer, Glencore International AG and Xstrata (Schweiz) AG).

The Notes will be structurally subordinated to subsidiary debt

Glencore Xstrata plc's operations are principally conducted through its subsidiaries. Accordingly, Glencore Xstrata plc is and will be dependent on its subsidiaries' operations to service its indebtedness, including interest and principal due under the Deed of Guarantee on the Notes. The Notes and the Guarantees will be structurally subordinated to the claims of all holders of debt securities and other creditors, including trade creditors, of Glencore Xstrata plc's subsidiaries, and to all secured creditors of Glencore Xstrata plc and its subsidiaries. In the event of an insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of the business of any subsidiary of the Issuer, creditors of such subsidiary generally will have the right to be paid in full before any distribution is made to Glencore Xstrata plc.

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on such Notes. At those times, a Noteholder generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Prospective Noteholders should consider reinvestment risk in light of other investments available at that time.

Modification and waivers

The terms and conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

European Savings Directive

Under EC Council Directive 2003/48/EC (the "Savings Directive"), on the taxation of savings income, EU member states are required to provide to the tax authorities of another EU member state details of payments of interest (or similar income) paid by a person established within its jurisdiction to, or for, an individual or certain other persons resident in that other EU member state. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld). The transitional period is to terminate at the end of the first full fiscal year following an agreement by certain non-EU countries to the exchange of information relating to such payments. A number of non-EU countries and territories, including Switzerland, have agreed to adopt similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Directive, which if implemented, amend or broaden the scope of the requirements described above.

If a payment to an individual were to be made or collected through an EU member state which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive, neither the Issuer nor any Paying Agent nor any other

person would be obligated to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax.

Change of law

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

Limitation in respect of the liability of Xstrata (Schweiz) AG under its guarantee of the Notes

Xstrata (Schweiz) AG's ability to make payments with respect to any obligations of the Issuer under the Notes and its guarantee of the Notes, as set forth in the Guarantee Agreement, may (to the extent that there is such a limitation requirement of the applicable law in force at the relevant time) be limited to the maximum amount of equity available for distribution as dividend, provided that such limitations shall not free Xstrata (Schweiz) AG from payment obligations under the Guarantee Agreement in excess of the distributable amount, but merely postpone the payment date of those obligations until such times as payment is permitted notwithstanding such limitations. Any payment by Xstrata (Schweiz) AG with respect to any obligations of the Issuer under the Notes and its guarantee of the Notes, may (i) require certain corporate formalities to be completed prior to payment including but not limited to obtaining an audit report, shareholders' resolutions and board resolutions approving payment, and (ii) be subject to Swiss withholding taxes on dividends (the present rate of which is 35 per cent.).

No active trading market for the Notes

Each Series of Notes will be a new issue of securities for which there will be no established trading market. The liquidity of any market for the Notes will depend upon the number of holders of the Notes, the interests of the Dealers in making a market for the Notes and other factors. In addition, the liquidity of the trading market in the Notes, and the market price quoted for the Notes, may be adversely affected by changes in the overall financial market and by changes in the Group's financial performance or in the prospects for companies in its industry generally. There can be no assurance that an active trading market will develop for the Notes.

Exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Notes, and the Guarantors will make any payments under the Guarantees, in the Specified Currency. This presents certain risks relating to currency conversions if a Noteholder's financial activities are denominated principally in a currency or currency unit (the "Noteholder's Currency") other than the Specified Currency. These include a risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Noteholder's Currency) and a risk that authorities with jurisdiction over the Noteholder's Currency may impose or modify exchange controls. An appreciation in the value of the Noteholder's Currency relative to the Specified Currency would decrease:

- the Noteholder's Currency-equivalent yield on the Notes;
- the Noteholder's Currency-equivalent value of the principal payable on the Notes; and
- the Noteholder's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain Noteholders are subject to legal investment laws and regulations or review or regulation by certain authorities. Each prospective Noteholder should consult its legal advisors to determine whether and to what extent:

- Notes are legal investments for it;
- Notes can be used as collateral for various types of borrowing; and
- other restrictions apply to its purchase or pledge of any Notes.

Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

GENERAL DESCRIPTION OF THE PROGRAM

The following general description of the Program does not purport to be complete and is qualified in its entirety by the remainder of this Base Prospectus. Words and expressions defined in “*Forms of the Notes*” or “*Terms and Conditions of the Notes*” below shall have the same meanings in this general description of the Program.

Issuer:	Glencore Finance (Europe) S.A.
Guarantors:	Glencore Xstrata plc, pursuant to a deed of guarantee dated May 7, 2013 (the “Deed of Guarantee”), and Glencore International AG and Xstrata (Schweiz) AG, pursuant to a guarantee agreement dated May 7, 2013 (the “Guarantee Agreement”).
Risk Factors:	Investing in Notes issued under the Program involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantors to fulfill their respective obligations under the Notes are discussed under “ <i>Risk Factors</i> ” above.
Arranger:	Barclays Bank PLC.
Dealers:	Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, J.P. Morgan Securities plc, The Royal Bank of Scotland plc and any other Dealer appointed from time to time by the Issuer and the Guarantors generally in respect of the Program or by the Issuer and the Guarantors in relation to a particular Tranche of Notes.
Principal Paying Agent:	Deutsche Bank AG, London Branch.
Luxembourg Listing Agent:	Deutsche Bank Luxembourg S.A.
Trustee:	Deutsche Trustee Company Limited, pursuant to an amended and restated trust deed dated May 7, 2013 (the “Trust Deed”) copies of which will be available for inspection (during normal office hours) at the specified office of the Principal Paying Agent.
Admission to Listing and Trading:	Each Series may be admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Regulated Market of the Luxembourg Stock Exchange and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer and the relevant Dealer and specified in the relevant Final Terms or may be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.
Clearing Systems:	Euroclear Bank SA/NV (“Euroclear”) and/or Clearstream Banking, <i>société anonyme</i> (“Clearstream, Luxembourg”) and/or, in relation to any Tranche of Notes, any other clearing system as may be specified in the relevant Final Terms.
Program Amount:	Up to US\$ 20,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time.

Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.
Final Terms:	Each Tranche will be the subject of a Final Terms which, for the purposes of that Tranche only, supplements the Terms and Conditions of the Notes and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes are the Terms and Conditions of the Notes described herein as completed by the relevant Final Terms.
Forms of Notes:	Notes may only be issued in bearer form. Each Tranche of Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a “Classic Global Note” or “CGN”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a “New Global Note” or “NGN”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.
Currencies:	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Status of the Notes:	Notes will be issued on an unsubordinated basis.
Status of the Guarantees:	Notes to be issued will be unconditionally (subject, in the case of Xstrata (Schweiz) AG, to applicable Swiss law) and irrevocably guaranteed by each of the Guarantors on an unsubordinated basis. Each guarantee shall be in addition to and not in substitution for or joint (or joint and several) with any other guarantee or security which the Trustee may at any time hold for or in relation to the

guaranteed obligations. (See also “*Description of Glencore Xstrata plc and the Group*”, “*Description of Glencore International AG*” and “*Description of Xstrata (Schweiz) AG*” below).

- Issue Price:** Notes may be issued at any price on a fully paid basis, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Program will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.
- Maturities:** Subject to such minimum or maximum maturities as may be required for compliance with all applicable legal and/or regulatory and/or central bank requirements, the Notes must have a scheduled maturity of more than one year.
- Redemption:** Notes may be redeemable at par or at such other Redemption Amount as may be specified in the relevant Final Terms.
- Optional Redemption:** Notes may be redeemed before their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders to the extent (if at all) specified in the relevant Final Terms.
- Tax Redemption:** Except as described in “*Optional Redemption*” above, early redemption will only be permitted for tax reasons as described in Condition 9(b) (*Redemption and Purchase – Redemption for tax reasons*).
- Interest:** Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.
- Specified Denominations:** Definitive Notes will be in such denominations as may be specified in the relevant Final Terms, save that in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).
- Negative Pledge:** The Notes will have the benefit of a negative pledge as described in Condition 5 (*Negative Pledge*).
- Cross Default:** The Notes will have the benefit of a cross default as described in Condition 12 (*Events of Default*), which will extend to Financial Indebtedness of the Issuer, each of the Guarantors and any Material Subsidiary (other than Limited Recourse Indebtedness) and subject to a threshold of US\$ 100,000,000 as further described in Condition 12 (*Events of Default*).
- Taxation:** All payments in respect of the Notes to be issued and under the Deed of Guarantee and the Guarantee Agreement will be made free and clear of withholding taxes imposed by Luxembourg,

Switzerland or Jersey, unless such withholding is required by law. In that event, the Issuer and each of the Guarantors will (subject as provided in Condition 11 (*Taxation*)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

Governing Law:

English law, except that the Guarantee Agreement will be governed by, and construed in accordance with, the laws of Switzerland. The provisions of Articles 86 to 94-8 of the Luxembourg law on commercial companies of August 10, 1915, as amended, are excluded.

Ratings:

The Program is, as of the date of this Base Prospectus, rated Baa2 in respect of the Notes by Moody's and BBB in respect of the Notes by S&P. Moody's and S&P are established in the European Union and are registered under the CRA Regulation.

Tranches of Notes issued under the Program may be rated or unrated. Where a Tranche of Notes is rated, the applicable rating(s), which will not necessarily be the same as the rating applicable to the Program, will be specified in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the European Economic Area (in respect of Notes having a specified denomination of less than €100,000 or its equivalent in any other currency as at the date of issue of the Notes), the United Kingdom, Jersey, Switzerland, France and Japan see "*Subscription and Sale*" below.

INFORMATION INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Base Prospectus and which have been filed with the CSSF. Such documents shall be deemed to be incorporated by reference in, and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus:

- (a) the audited non-consolidated annual accounts and financial statements (including the auditors' report thereon and notes thereto) of the Issuer for the years ended December 31, 2012 and December 31, 2011;
- (b) the audited non-consolidated financial statements (including the auditors' report thereon and notes thereto) of Glencore International AG for the years ended December 31, 2012 and December 31, 2011;
- (c) the audited non-consolidated financial statements (including the auditors' report thereon and notes thereto) of Xstrata (Schweiz) AG for the years ended December 31, 2012 and December 31, 2011; and
- (d) the audited consolidated financial statements (including the auditors' report thereon and notes thereto) of Glencore Xstrata plc for the years ended December 31, 2012 and December 31, 2011.

The Base Prospectus and any document incorporated by reference will be available on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu>). The Issuer will, at the specified offices of the Paying Agents, provide, free of charge, upon oral or written request, a copy of this Base Prospectus (and any document incorporated by reference in this Base Prospectus).

Annual accounts for Glencore Finance (Europe) S.A.

The table below sets out the relevant page references for the annual accounts for and the notes to the annual accounts of Glencore Finance (Europe) S.A. for the fiscal years ended December 31, 2012 and December 31, 2011, as set out in the respective annual reports.

Annual accounts for the financial year ended December 31, 2012:	Page reference
Report of the Réviseur d'Entreprises	8-10
Balance Sheet	11-12
Profit and Loss Account	13
Notes to the Annual Accounts	14-22

Annual accounts for the financial year ended December 31, 2011:	Page reference
Report of the Réviseur d'Entreprises	6-7
Balance Sheet	8-9
Profit and Loss Account	10
Notes to the Annual Accounts	11-19

Non-consolidated financial statements for Glencore International AG

The table below sets out the relevant page references for the financial statements for and the notes to the financial statements of Glencore International AG for the fiscal years ended December 31, 2012 and December 31, 2011, as set out in the respective annual reports.

Non-consolidated financial statements for the financial year ended December 31, 2012:	Page reference
Statutory Auditors' Report	6-7
Financial Statements:	
Statements of Financial Position	8
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Non-consolidated financial statements for Xstrata (Schweiz) AG

The table below sets out the relevant page references for the financial statements for and the notes to the financial statements of Xstrata (Schweiz) AG for the fiscal years ended December 31, 2012 and December 31, 2011, as set out in the respective annual reports.

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Consolidated financial statements for Glencore Xstrata plc

The table below sets out the relevant page references for the financial statements for and the notes to the consolidated financial statements of Glencore Xstrata plc for the fiscal years ended December 31, 2012 and December 31, 2011, as set out in the respective annual reports. At the time of publication of such annual reports the name of Glencore Xstrata plc was "Glencore International plc". Following the merger of Glencore and Xstrata which completed on May 2, 2013, Glencore International plc was renamed "Glencore Xstrata plc".

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The information that is incorporated by reference that is not included in the cross-reference list, is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004.

SUPPLEMENT TO THE BASE PROSPECTUS

The Issuer and each Guarantor has undertaken, in connection with the listing of the Notes on the Luxembourg Stock Exchange, that if at any time during the duration of the Program there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Base Prospectus for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and each Guarantor or any change in the information set out under “*Terms and Conditions of the Notes*”, the Issuer and each Guarantor will prepare or procure the preparation of a supplement to this Base Prospectus or, as the case may be, publish a new Base Prospectus, for use in connection with any subsequent issue by the Issuer of Notes to be listed on the Luxembourg Stock Exchange.

FORMS OF THE NOTES

Each Tranche of Notes will initially be in the form of either a temporary global note (the “Temporary Global Note”), without interest coupons, or a permanent global note (the “Permanent Global Note”), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a “Global Note”) which is not intended to be issued in new global note (“NGN”) form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On June 13, 2006 the European Central Bank (the “ECB”) announced that Notes in NGN form are in compliance with the “Standards for the use of EU securities settlement systems in ESCB credit operations” of the central banking system for the Euro (the “Eurosysteem”), provided that certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of June 30, 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after December 31, 2006 will only be eligible as collateral for Eurosysteem operations if the NGN form is used and certain other criteria are fulfilled.

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163 5(c)(2)(i)(C) (the “TEFRA C Rules”) or United States Treasury Regulation §1.163 5(c)(2)(i)(D) (the “TEFRA D Rules”) are applicable in relation to the Notes.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and
- (ii) receipt by the Principal Paying Agent of a certificate or certificates of non U.S. beneficial ownership, within 7 days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non U.S. beneficial ownership; provided, however, that in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form (“Definitive Notes”) if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to or to the order of the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to or to the order of the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to or to the order of the bearer of the Permanent Global Note

against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which supplement, amend and/or vary those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Overview of Provisions Relating to the Notes while in Global Form*” below.

Legend concerning United States persons

In the case of any Tranche of Notes, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realized on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterized as capital gain) recognized on such sale, exchange or redemption will be treated as ordinary income.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions, save for this paragraph in italics, which, as completed by Part A of the relevant Final Terms, will apply to each Tranche of Notes and which will be endorsed on each Note in definitive form issued under the Program. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Overview of Provisions Relating to the Notes while in Global Form” below.

1 Introduction

- (a) *Program:* Glencore Finance (Europe) S.A. (the “**Issuer**”) and Glencore Xstrata plc, Glencore International AG and Xstrata (Schweiz) AG (each a “**Guarantor**” and together, the “**Guarantors**”) have established a Euro Medium Term Note Program (the “**Program**”) for the issuance of up to US\$ 20,000,000,000 in aggregate principal amount of notes (the “**Notes**”) unconditionally (subject, in the case of Xstrata (Schweiz) AG, to applicable Swiss law) and irrevocably guaranteed by the Guarantors.
- (b) *Final Terms:* Notes issued under the Program are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of the applicable final terms (the “**Final Terms**”) which supplements these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail. If the Notes are to be listed on the Regulated Market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).
- (c) *Trust Deed:* The Notes are subject to and have the benefit of an amended and restated trust deed dated May 7, 2013 (as amended and/or supplemented and/or restated from time to time, the “**Trust Deed**”) made between the Issuer, each Guarantor and Deutsche Trustee Company Limited (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed).
- (d) *Paying Agency Agreement:* The Notes are the subject of an amended and restated paying agency agreement dated May 7, 2013 (as amended and/or supplemented and/or restated from time to time, the “**Paying Agency Agreement**”) between the Issuer, each Guarantor, the Trustee, Deutsche Bank AG, London Branch (the “**Principal Paying Agent**”, which expression includes any successor principal paying agent appointed from time to time in accordance with the Paying Agency Agreement in connection with the Notes) and the paying agents named therein (together with the Principal Paying Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in accordance with the Paying Agency Agreement in connection with the Notes).
- (e) *Deed of Guarantee and Guarantee Agreement:* The Notes are the subject of a deed of guarantee dated May 7, 2013 (as amended and/or supplemented and/or restated from time to time, the “**Deed of Guarantee**”) entered into by Glencore Xstrata plc and the Trustee and a guarantee agreement dated May 7, 2013 (as amended and/or supplemented and/or restated from time to time, the “**Guarantee Agreement**”) entered into by Glencore International AG, Xstrata (Schweiz) AG and the Trustee. The Guarantees of the Notes shall each be in addition to and not in substitution for or joint (or joint and

several) with any other guarantee or security which the Trustee may at any time hold for or in relation to the guaranteed obligations.

- (f) *The Notes*: All subsequent references in these Conditions to “**Notes**” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available free of charge during normal business hours at the Specified Office of the Trustee, the Principal Paying Agent and the Paying Agent in Luxembourg, the initial Specified Offices of which are set out below.
- (g) *Summaries*: Certain provisions of these Conditions are summaries of the Trust Deed, the Paying Agency Agreement, the Deed of Guarantee and the Guarantee Agreement and are subject to their detailed provisions. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Paying Agency Agreement, the Deed of Guarantee and the Guarantee Agreement applicable to them. Copies of the Trust Deed, the Paying Agency Agreement, the Deed of Guarantee and the Guarantee Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.

2 Interpretation

- (a) *Definitions*: In these Conditions the following expressions have the following meanings:

“**Accrual Yield**” has the meaning given in the relevant Final Terms;

“**Additional Business Center(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Additional Financial Center(s)**” means the city or cities specified as such in the relevant Final Terms;

“**Business Day**” means:

- (i) in relation to any sum payable in Euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Center; and
- (ii) in relation to any sum payable in a currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Center of the relevant currency and in each (if any) Additional Business Center;

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) “**Preceding Business Day Convention**” means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
- (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the Principal Paying Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“Calculation Amount” has the meaning giving in the relevant Final Terms;

“Clearstream, Luxembourg” means Clearstream Banking, *société anonyme*;

“Consolidated Assets” means all of the assets of the Group as reported in the latest audited consolidated financial statements of the Group;

“Consolidated Borrowing Costs” of the Group means all continuing, regular or periodic costs, charges and expenses (including, but not limited to, interest, whether capitalized or not and the interest element of Finance Leases) incurred by the Group in effecting, servicing or maintaining Financial Indebtedness, plus rent payments under operating leases, less interest received by the Group, all as reported in the latest audited consolidated financial statements of the Group;

“Consolidated Income” means income for the year before attribution less attribution to minorities, each as reported (or as comprised by those items having a substantially similar description) in the latest audited annual consolidated financial statements of the Group or any Subsidiary, as the case may be;

“Consolidated Income (or Loss) before Borrowing Costs and Tax” means Consolidated Income adjusted by adding back minority interests, taxes, extraordinary items and Consolidated Borrowing Costs for the period, all by reference to the latest audited annual consolidated financial statements of the Group;

“Coupon Sheet” means, in respect of a Note, a coupon sheet relating to the Note;

“Day Count Fraction” means, in respect of the calculation of an amount for any period of time (the **“Calculation Period”**), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) when the 2000 ISDA Definitions are specified in the relevant Final Terms as being applicable:
 - (A) if “**Actual/Actual (ICMA)**” is so specified, means:
 - (1) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (2) where the Calculation Period is longer than one Regular Period, the sum of:
 - (x) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (y) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (ii) if “**Actual/365**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified means, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); or
- (vii) when the 2006 ISDA Definitions are specified in the relevant Final Terms as being applicable:
 - (A) if “**Actual/Actual (ICMA)**” is so specified, means:
 - (1) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and

- (2) where the Calculation Period is longer than one Regular Period, the sum of:
- (x) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (y) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (B) if “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (C) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (D) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (E) if “**30/360**” is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
 - “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
 - “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
 - “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
 - “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;
- (F) if “**30E/360**” or “**Eurobond Basis**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and
- “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case **D₂** will be 30; and

- (G) if “**30E/360 (ISDA)**” is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and
- “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30.

“**Early Redemption Amount (Tax)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Euro**” means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

“**Euroclear**” means Euroclear Bank SA/NV;

“**Extraordinary Resolution**” has the meaning given in the Trust Deed;

“**Final Redemption Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“**Financial Indebtedness**” of any Person, means (without duplication and excluding trade credit in the ordinary course of the Group's business on the Group's normal commercial terms):

- (i) all obligations of such Person for monies borrowed and its redemption obligations in respect of mandatorily redeemable preferred stock (being any class of capital stock of a corporation that is preferred over any other class of capital stock of such corporation as to the payment of dividends or the payment for any amounts upon liquidation or dissolution of such corporation);
- (ii) all obligations of such Person evidenced by any debenture, bond, note, loan, stock, commercial paper or other similar security;
- (iii) all actual (as opposed to contingent) reimbursement and other payment obligations of such Person (other than accounts payable) in respect of any acceptance of financial letters of credit or instruments serving similar functions;
- (iv) all obligations of such Person in respect of capitalized rentals or Finance Leases;
- (v) all guarantees by such Person of financial indebtedness of third parties; and
- (vi) the remaining recourse element of receivables sold by such Person or any of its Subsidiaries in a jurisdiction where such receivables financing is not a usual and customary financing transaction,
- (vii) but with respect to the Group shall exclude monies borrowed or raised by any entity within the Group from any other entity within the Group;

“**Finance Lease**” as applied to any Person, means any lease of any property (whether real, personal or mixed) by such Person as lessee which would, in accordance with IFRS, be required to be classified and accounted for as a finance lease in the financial accounts or statements of such Person;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms;

“**Group**” means, at any time, Glencore Xstrata plc and its Subsidiaries (including the Issuer), through which Glencore Xstrata plc may own its assets and conduct operations indirectly;

“**Guarantee**” means, in relation to any Financial Indebtedness of any Person, any obligation of another Person to pay such Financial Indebtedness;

“**Guarantees of the Notes**” means (i) the guarantee of the Notes given by Glencore Xstrata plc in the Deed of Guarantee and (ii) the guarantee of the Notes given by each of Glencore International AG and Xstrata (Schweiz) AG in the Guarantee Agreement;

“**Interest Amount**” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Interest Determination Date**” has the meaning given in the relevant Final Terms;

“**Interest Payment Date**” means the First Interest Payment Date and any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“**Interest Ratchet**” means the following rates of interest:

- (i) upon the occurrence of a Step Up Event, the applicable Rate of Interest (as defined in Condition 6(e)(i)) plus the Step Up Margin; and
- (ii) upon the occurrence of a Step Down Event, the applicable Rate of Interest (as defined in Condition 6(e)(i));

“**International Financial Reporting Standards**” or “**IFRS**” means, at any time, the current version of accounting standards set out by the International Accounting Standards Board in London, England (previously the International Accounting Standards or IAS);

“**ISDA Definitions**” means the 2006 ISDA Definitions as further amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc. or if so specified in the relevant Final Terms, the 2000 ISDA Definitions as further amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

“**Issue Date**” has the meaning given in the relevant Final Terms;

“**Limited Recourse Indebtedness**” means any indebtedness to finance the ownership, acquisition, development, redevelopment and/or operation of an asset or to finance or facilitate the receipt of any specified revenues or receivables in respect of which the person or persons to whom any such indebtedness is or may be owed (in this definition, the “**Lender**”) by the relevant borrower being the Issuer, each of the Guarantors or any Material Subsidiary (in this definition, the “**Borrower**”) has or have no recourse whatsoever to the Borrower for the repayment thereof other than:

- (i) recourse to such Borrower for amounts limited to the cash flow or net cash flow from such asset or receivable; and/or
- (ii) recourse to the proceeds of enforcement of any Security Interest given by such Borrower over such asset or receivable or the income, cash flow or other proceeds deriving therefrom (“**Relevant Property**”) (or given by any shareholder or the like in the Borrower over its shares or the like in the capital of the Borrower (“**Related Property**”)) to secure such indebtedness, **provided that** (A) the extent of such recourse to such Borrower is limited solely to the amount of any recoveries made on any such enforcement, and (B) such Lender is not entitled, by virtue

of any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding-up or dissolution of the Borrower or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of the Borrower or any of its assets (save for the assets the subject of such encumbrance); and/or

- (iii) recourse to the Borrower generally, or directly or indirectly to a member of the Group, under any form of assurance, undertaking or support, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specific way) for breach of an obligation (not being a payment obligation or an obligation to procure payment by another person or an indemnity in respect thereof or an obligation to comply or to procure compliance by another person with any financial ratios or other tests of financial condition) by the person in favor of whom such recourse is available;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Material Subsidiary**” means:

- (i) any Subsidiary of Glencore Xstrata plc where (i) the Subsidiary Income (or Loss) before Borrowing Costs and Tax in respect of such a Subsidiary during the immediately preceding complete financial year of such Subsidiary exceeded 10% of the Consolidated Income (or Loss) before Borrowing Costs and Tax of the Group during the immediate preceding complete financial year of Glencore Xstrata plc or (ii) the Subsidiary Assets in respect of such Subsidiary during the immediately preceding complete financial year of such Subsidiary exceeded 10% of the Consolidated Assets of the Group as at the end of the immediately preceding complete financial year of Glencore Xstrata plc; or
- (ii) any other Subsidiary of Glencore Xstrata plc which has been designated by Glencore Xstrata plc to the Dealers and the Trustee in writing to constitute a “Material Subsidiary” provided that, subject to paragraph (a) above, Glencore Xstrata plc may, by notice in writing to the Dealers and the Trustee specify that a Subsidiary previously designated to be a “Material Subsidiary” pursuant to this provision shall no longer be treated as a “Material Subsidiary”; or
- (iii) any other Subsidiary of Glencore Xstrata plc held directly or indirectly which owns, directly or indirectly, a Subsidiary which is a Material Subsidiary in accordance with paragraph (i) or (ii) above,

provided that no Subsidiary of the Group that has common stock listed on a public securities exchange, nor any of their respective direct or indirect Subsidiaries, shall be deemed to be a Material Subsidiary;

“**Maturity Date**” has the meaning given in the relevant Final Terms;

“**Maximum Rate of Interest**” has the meaning given in the relevant Final Terms;

“**Maximum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Minimum Rate of Interest**” has the meaning given in the relevant Final Terms;

“**Minimum Rating Requirement**” means that there shall be in existence Ratings equal to or higher than the Specified Threshold from at least two Rating Agencies at any particular time;

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Moody’s**” means Moody’s Investors Service Ltd., or its Successor;

“**Optional Redemption Amount (Call)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“Optional Redemption Amount (Put)” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

“Optional Redemption Date (Call)” has the meaning given in the relevant Final Terms;

“Optional Redemption Date (Put)” has the meaning given in the relevant Final Terms;

“Participating Member State” means a Member State of the European Union which adopts the Euro as its lawful currency in accordance with the Treaty;

“Payment Business Day” means:

- (i) if the currency of payment is Euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Center; or
- (ii) if the currency of payment is not Euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Center of the currency of payment and in each (if any) Additional Financial Center;

“Permitted Securitization Transaction” shall mean a sale of receivables, inventories or other assets by a member of the Group to a special purpose entity, whereby either (i) the sale does not meet the derecognition requirements of, or (ii) the special purpose entity is required to be consolidated under, IFRS such that the assets and related liabilities appear on Glencore Xstrata plc’s consolidated financial statements;

“Permitted Security Interest” means:

- (i) any Security Interest over property or assets of a Person which becomes a Subsidiary after the Issue Date (and at the same time or subsequently becomes a Material Subsidiary), but only if:
 - (A) the Security Interest (1) was in existence prior to the date of the Person concerned becoming a Subsidiary and (2) was not created in contemplation of such Person becoming a Subsidiary; and
 - (B) the principal or nominal amount secured by the Security Interest as at the date the Person became a Subsidiary is not subsequently increased; and
- (ii) any Security Interest on accounts receivable, inventory or other assets in connection with Permitted Securitization Transactions;

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal personality;

“Principal Financial Center” means, in relation to any currency, the principal financial center for that currency **provided, however, that:**

- (i) in relation to Euro, it means the principal financial center of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means Sydney and, in relation to New Zealand dollars, it means either Wellington or Auckland, as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“**Put Option Notice**” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Put Option Receipt**” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“**Rate of Interest**” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“**Rating**” means a rating of the Notes;

“**Rating Agency**” means S&P, Moody’s or any other rating agency generally recognized as such by banks, securities houses and investors operating in the European international capital markets and appointed by or on behalf of the Issuer to maintain a Rating but excluding any rating agency providing a Rating on an unsolicited basis;

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“**Reference Banks**” means, in the case of a determination of LIBOR, the principal London office of the major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of the major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent, or as may be specified in the relevant Final Terms;

“**Reference Price**” has the meaning given in the relevant Final Terms;

“**Reference Rate**” has the meaning given in the relevant Final Terms;

“**Regular Period**” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first interest period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where

“**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

“**Relevant Date**” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Center of the currency of payment by the Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“**Relevant Financial Center**” has the meaning given in the relevant Final Terms;

“**Relevant Indebtedness**” means (i) any present or future indebtedness (whether being principal, premium, interest or other amount) in the form of, or represented or evidenced by, notes, bonds, debentures, debenture stock, loan stock or other securities which are, or are intended to be, with the consent of the person issuing the same, quoted, listed or ordinarily traded on any stock exchange or recognized over-the-counter or other securities market, and (ii) any guarantee or indemnity in respect of any such indebtedness;

“**Relevant Screen Page**” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“**Reserved Matter**” has the meaning given in the Trust Deed;

“**S&P**” means Standard & Poor’s Credit Market Services France SAS, or its Successor;

“**Security Interest**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

“**Specified Currency**” has the meaning given in the relevant Final Terms;

“**Specified Denomination(s)**” has the meaning given in the relevant Final Terms;

“**Specified Office**” has the meaning given in the Paying Agency Agreement or, in relation to the Trustee, has the meaning given to it in the Trust Deed;

“**Specified Period**” has the meaning given in the relevant Final Terms;

“**Specified Threshold**” means BBB- (in the case of S&P) or Baa3 (in the case of Moody’s) or the equivalent rating level of any other Rating Agency;

“**Step Down Event**” means the reinstatement of the Minimum Rating Requirement following the occurrence of a Step Up Event;

“**Step Up Event**” means a failure to meet the Minimum Rating Requirement at any time, unless:

- (i) the Minimum Rating Requirement has been reinstated by the earlier of (a) 120 days after the date on which the Minimum Rating Requirement was not met or (b) the Interest Payment Date immediately following the relevant failure to meet the Minimum Rating Requirement; or
- (ii) the relevant failure to meet the Minimum Rating Requirement is due to a reason other than a reason related to the Issuer or any Guarantor;

“**Step Up Margin**” has the meaning given in the relevant Final Terms;

“**Subsidiary**” means, in relation to any Person, any corporation, association or other business entity more than 50% of the Voting Shares of which is at the time owned directly or indirectly by such Person. Unless otherwise specified, any reference to a Subsidiary is intended as a reference to a direct or indirect Subsidiary of Glencore Xstrata plc;

“**Subsidiary Assets**” means the total assets of a Subsidiary of Glencore Xstrata plc excluding all intercompany assets and liabilities, all as reported in the latest consolidated financial statements of that Subsidiary (or, in relation to a Subsidiary of Glencore Xstrata plc which does not have any Subsidiaries, the latest non consolidated financial statements of such Subsidiary);

“**Subsidiary Borrowing Costs**” of any Subsidiary of Glencore Xstrata plc means all continuing, regular or periodic costs, charges and expenses (including, but not limited to interest, whether capitalized or not and the interest element of Finance Leases) incurred by such Subsidiary in effecting, servicing or maintaining Financial Indebtedness plus rent payments under operating leases, less interest received by such Subsidiary, all as reported in the latest consolidated financial statements of such Subsidiary (or, in relation to a Subsidiary of Glencore Xstrata plc, which does not have any Subsidiaries, the latest non consolidated financial statements of such Subsidiary);

“**Subsidiary Income (or Loss) before Borrowing Costs and Tax**” means the Consolidated Income of any Subsidiary of Glencore Xstrata plc (or, in relation to such a Subsidiary which does not have any Subsidiaries, the non consolidated income), adjusted by adding back any cumulative effect of changes in accounting policy, minority interests, income taxes, extraordinary items and Subsidiary Borrowing Costs for the year, but excluding all inter Subsidiary transactions such as, but not limited to, dividends, commissions and management fees all as reported in the latest consolidated financial statements of such Subsidiary (or, in relation to a Subsidiary of Glencore Xstrata plc which does not have any Subsidiaries, the latest non consolidated financial statements of such Subsidiary);

“**Successor**” means the legal successor to any of the Rating Agencies continuing such Rating Agency’s respective business activity;

“**Talon**” means a talon for further Coupons;

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer system which utilizes a single shared platform and which was launched on November 19, 2007;

“**TARGET Settlement Day**” means any day on which the TARGET2 System is open for settlement of payments in Euro;

“**Treaty**” means the Treaty establishing the European Communities, as subsequently amended;

“**Voting Shares**” means with respect to any person, the securities of any class or classes of such person, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or persons performing similar functions) of such person; and

“**Zero Coupon Note**” means a Note specified as such in the relevant Final Terms.

(b) **Interpretation:** In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “**outstanding**” shall be construed in accordance with the Trust Deed; and
- (vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “**not applicable**” then such expression is not applicable to the Notes.

3 Form, Denomination and Title

The Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue, **provided that** in the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes). In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder.

4 Status and Guarantees

- (a) **Status of the Notes:** The Notes constitute direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.
- (b) **Guarantees of the Notes:** Glencore Xstrata plc has in the Deed of Guarantee and each of Glencore International AG and Xstrata (Schweiz) AG has in the Guarantee Agreement unconditionally (subject, in the case of Xstrata (Schweiz) AG, to applicable Swiss law) and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer in respect of the Notes. The Guarantees of the Notes each constitute direct, general and unconditional (subject, in the case of Xstrata (Schweiz) AG, to applicable Swiss law) obligations of the relevant Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations of such Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Guarantees of the Notes shall each be in addition to and not in substitution for or joint (or joint and several) with any other guarantee or security which the Trustee may at any time hold for or in relation to the guaranteed obligations.

5 Negative Pledge

None of the Issuer and the Guarantors will, and the Guarantors will not permit any Material Subsidiary to, directly or indirectly, create, incur, assume or permit to exist any Security Interest, except for Permitted Security Interests, on or with respect to any property or assets of the Issuer, any Guarantor or any Material Subsidiary (whether held on the date hereof or hereafter acquired) or any interest therein or any income or profits therefrom to secure any Relevant Indebtedness unless, at the same time or prior thereto, the Issuer's obligations under the Notes, Glencore Xstrata plc's obligations under the Deed of Guarantee or, as the case may be, each of Glencore International AG's and Xstrata (Schweiz) AG's obligations under the Guarantee Agreement are secured equally and ratably therewith or benefit from another arrangement (whether or not comprising a Security Interest) as the Trustee deems is not materially less beneficial to the interests of the Noteholders.

6 Fixed Rate Note Provisions

- (a) **Application:** This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) **Accrual of interest:** The Notes bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or, as the case may be, the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) **Fixed Coupon Amount:** The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination (subject to Condition 6(e) below, if applicable).
- (d) **Calculation of Interest Amount:** The amount of interest payable per Calculation Amount in respect of each Note for any period for which a Fixed Coupon Amount (or formula for its calculation) is not specified shall be equal to the product of the Rate of Interest, the Calculation Amount and the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a “**sub-unit**” means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.
- (e) **Adjustment of Rate of Interest:**
 - (i) If a Step Up Event or Step Down Event is specified in the relevant Final Terms, the Rate of Interest applicable to the Notes shall be the Rate of Interest at any time determined in accordance with this Condition 6 (the “**applicable Rate of Interest**”), subject to adjustment in accordance with the Interest Ratchet (each such adjustment, a “**Rate Adjustment**”). Any Rate Adjustment shall apply in respect of the Interest Period commencing on the Interest Payment Date falling on or immediately following the date of the relevant Step Up Event or Step Down Event, as the case may be, until either a further Rate Adjustment becomes effective or to the Maturity Date, as the case may be;

- (ii) the Issuer shall cause each Rate Adjustment to be notified to the Trustee and the Principal Paying Agent and notice thereof to be published in accordance with Condition 19 (*Notices*) as soon as possible after the occurrence of the relevant Step Up Event or Step Down Event, as the case may be, but in no event later than the tenth Business Day thereafter; and
 - (iii) for so long as any of the Notes are outstanding, the Issuer shall use its best efforts to maintain the Minimum Rating Requirement, and following a failure to meet the Minimum Rating Requirement, the Issuer shall use its best efforts to procure the reinstatement of the Minimum Rating Requirement as soon as reasonably practicable thereafter.
- (f) **Net Interest Amount:** If any withholding or deduction is imposed under Condition 11, the Issuer shall increase the payment of principal or interest to such amount as will result in receipt by the Noteholders and Couponholders of such amount as would have been received by them if no such withholding or deduction had been required (except as provided in Condition 11).

7 Floating Rate Note Provisions

- (a) **Application:** This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) **Accrual of interest:** The Notes bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or, as the case may be, the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) **Screen Rate Determination:**
 - (i) If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will, subject as provided below, be:
 - (A) the offered quotation; or
 - (B) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.
 - (ii) if the Relevant Screen Page is not available or if, sub-paragraph (i)(1) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (i)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case

as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(iii) if paragraph (ii) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

(d) **ISDA Determination:** If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “**ISDA Rate**” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
 - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is the first day of that Interest Period.
- (e) **Maximum or Minimum Rate of Interest:** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (f) **Calculation of Interest Amount:** The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be equal to the product of the Rate of Interest for such Interest Period, the Calculation Amount and the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a “**sub-unit**” means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.
- (g) **Calculation of other amounts:** If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (h) **Publication:** The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, Interest Period and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer, each Guarantor, the Trustee and the Paying Agents, the Luxembourg Stock Exchange and each stock exchange (if any) on which the Notes are then listed as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (i) **Notifications etc:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Guarantors, the Trustee, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- (j) **Determination or Calculation by Trustee:** If the Calculation Agent fails at any time to determine a Rate of Interest or to calculate an Interest Amount, the Trustee will determine such Rate of Interest and make such determination or calculation which shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply all of the provisions of these Conditions with any necessary consequential amendments to the extent that, in its sole opinion and with absolute discretion, it can do so and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the

circumstances and will not be liable for any loss, liability, cost, charge or expense which may arise as a result thereof. Any such determination or calculation made by the Trustee shall be binding on the Issuer, each Guarantor, Noteholders, Couponholders, the Calculation Agent and the Paying Agents.

- (k) **Net Interest Amount:** If any withholding or deduction is imposed under Condition 11 (*Taxation*), the Issuer shall increase the payment of principal or interest to such amount as will result in receipt by the Noteholders and Couponholders of such amount as would have been received by them if no such withholding or deduction had been required (except as provided in Condition 11).

8 Zero Coupon Note Provisions

- (a) **Application:** This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.
- (b) **Late payment on Zero Coupon Notes:** If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or as the case may be the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9 Redemption and Purchase

- (a) **Scheduled redemption:** Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).
- (b) **Redemption for tax reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part:
 - (i) at any time (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being not applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (in accordance with Condition 19 (*Notices*)) (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (i) (1) the Issuer satisfies the Trustee immediately prior to the giving of the notice by the Issuer referred to above that the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Luxembourg or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes and

(2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or

- (ii) (1) the Issuer satisfies the Trustee immediately prior to the giving of the notice by the Issuer referred to above that any of the Guarantors has or (if a demand were made under the Guarantees of the Notes) would become obliged to pay additional amounts as provided or referred to in Condition 11 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of (in the case of either Glencore International AG or Xstrata (Schweiz) AG) Switzerland or (in the case of Glencore Xstrata plc) Jersey or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes, and (2) such obligation cannot be avoided by such Guarantor taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (i) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer or any Guarantor would be obliged to pay such additional amounts or any Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantees of the Notes were then made; or
- (ii) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer or any Guarantor would be obliged to pay such additional amounts or any Guarantor would be obliged to make such withholding or deduction if a payment in respect of the Notes were then due or (as the case may be) a demand under the Guarantees of the Notes were then made.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Trustee (A) a certificate signed by two directors of the Issuer stating that the circumstances referred to in A(1) and A(2) prevail and setting out the details of such circumstances or (as the case may be) a certificate signed by two directors of the relevant Guarantor stating that the circumstances referred to in B(1) and B(2) prevail and setting out the details of such circumstances and (B) an opinion satisfactory to the Trustee of independent legal advisers of recognized standing to the effect that the Issuer or (as the case may be) the relevant Guarantor has or will become obliged to pay such additional amounts or (as the case may be) the Guarantor has or will become obliged to make such withholding or deduction as a result of such change or amendment. The Trustee shall be entitled to accept such certificate and opinion as sufficient evidence of the circumstances set out in A(1) and A(2) above or (as the case may be) B(1) and B(2) above, in which event they shall be conclusive and binding on the Noteholders. Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

- (c) ***Redemption at the option of the Issuer:*** If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders (in accordance with Condition 19 (*Notices*)) and having notified the Trustee prior to the provision of such notice (which notice shall be irrevocable and shall oblige the Issuer to redeem the

Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

- (d) **Partial redemption:** If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Trustee approves and in such manner as the Trustee considers appropriate, subject in each case to compliance with applicable law and the rules of each stock exchange on which the Notes are then listed, and the notice to Noteholders referred to in Condition 9(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) **Redemption at the option of Noteholders:** If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 9(e), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(e), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 9(e), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.
- (f) **No other redemption:** The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (e) above.
- (g) **Early redemption of Zero Coupon Notes:** Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
- (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 9(g) or, if none is so specified, a Day Count Fraction of 30E/360.

- (h) **Purchase:** The Issuer, each of the Guarantors or any Subsidiary of each of the Guarantors may at any time purchase Notes in the open market or otherwise and at any price, **provided that** all unmatured Coupons are purchased therewith.
- (i) **Cancellation:** All Notes so redeemed or purchased by the Issuer, any Guarantor or any Subsidiary of any Guarantor and any unmatured Coupons attached to or surrendered with them may be held by the Issuer, any Guarantor or any Subsidiary of any Guarantor or resold.

10 Payments

- (a) **Principal:** Payments of principal shall be made only against presentation and (**provided that** payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by check drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is Euro, any other account to which Euro may be credited or transferred) and maintained by the payee with a bank in the Principal Financial Center of that currency.
- (b) **Interest:** Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (**provided that** payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.
- (c) **Payments in New York City:** Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) **Payments subject to fiscal laws:** All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Deductions for unmatured Coupons:** If the relevant Final Terms specify that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; **provided, however, that** if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; **provided, however, that** where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

- (B) a sum equal to the aggregate amount of the Relevant Coupons will be deducted from the amount of principal due for payment; **provided, however, that**, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (**provided that** payment is made in full) surrender of the relevant missing Coupons.

- (f) **Unmatured Coupons void:** If the relevant Final Terms specify that this Condition 10(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption of such Note pursuant to Condition 9(b) (*Redemption for tax reasons*), Condition 9(e) (*Redemption at the option of Noteholders*), Condition 9(c) (*Redemption at the option of the Issuer*) or Condition 12 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) **Payments on Business Days:** If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) **Payments other than in respect of matured Coupons:** Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).
- (i) **Partial payments:** If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.
- (j) **Exchange of Talons:** On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent and the Paying Agent in Luxembourg for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

11 Taxation

- (a) **Gross up:** All payments of principal and interest in respect of the Notes and the Coupons (including payments by each Guarantor under the Guarantees of the Notes) by or on behalf of the Issuer or each Guarantor shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by Luxembourg, Switzerland or Jersey or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or (as the case may be) the relevant Guarantor shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) by a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with Luxembourg, Switzerland or Jersey other than the mere holding of such Note or Coupon; or
 - (ii) more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Note or Coupon on the last day of such period of 30 days; or
 - (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other law, agreement or directive implementing the conclusions of the ECOFIN (European Union Economic and Finance Ministers) Council meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
 - (iv) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union.
- (b) **Taxing jurisdiction:** If the Issuer or any of the Guarantors becomes subject at any time to any taxing jurisdiction other than, as the case may be, Luxembourg, Switzerland or Jersey, references in these Conditions to Luxembourg, Switzerland or Jersey shall be construed as references to, as the case may be, Luxembourg, Switzerland, Jersey and/or such other jurisdiction.

12 Events of Default

If any of the following events (each an “**Event of Default**”) occurs and is continuing, the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter in principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution of the Noteholders, shall (subject to, in the case of the happening of any of the events mentioned in paragraphs (b), (d) or (i) below and, in relation to a Material Subsidiary only, paragraphs (c), (e), (f) or (g) the Trustee having certified in writing that the happening of such events is in its opinion materially prejudicial to the interests of the Noteholders and, in all cases to the Trustee having been indemnified or provided with security to its satisfaction) give written notice to the Issuer (with a copy to each of the Guarantors) declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with accrued interest without further action or formality:

- (a) **Non-payment:** the Issuer fails to pay any amount of principal or interest in respect of the Notes on the due date for payment thereof and such default continues for a period of 14 days from the due date for payment thereof; or
- (b) **Breach of other obligations:** the Issuer or any Guarantor defaults in the performance or observance of any of its other obligations under or in respect of the Notes, the Trust Deed, the Deed of Guarantee or the Guarantee Agreement, as the case may be, and such default (i) is, in the opinion of the Trustee, incapable of remedy or (ii) being a default which is, in the opinion of the Trustee, capable of remedy remains unremedied for 60 days or such longer period as the Trustee may in its absolute discretion agree after the Trustee has given written notice thereof to the Issuer and each Guarantor; or
- (c) **Cross-default of Issuer, Guarantors or Material Subsidiary:**
 - (i) any Financial Indebtedness (other than Limited Recourse Indebtedness) of the Issuer, any Guarantor or any other Material Subsidiary is not paid when due or (as the case may be) within any originally applicable grace period;

- (ii) any such Financial Indebtedness becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer, any Guarantor or (as the case may be) the relevant Material Subsidiary or (**provided that** no event of default, howsoever described, has occurred) any Person entitled to such Financial Indebtedness; or
- (iii) the Issuer, any Guarantor or any Material Subsidiary fails to pay when due within any applicable grace periods any amount payable by it under any Guarantee of any such Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount payable under any Guarantee referred to in sub-paragraph (iii) above individually or in the aggregate exceeds US\$ 100,000,000 (or its equivalent in any other currency or currencies); or

- (d) **Unsatisfied judgment:** (other than in respect of Limited Recourse Indebtedness) one or more judgment(s) or order(s) for the payment of an aggregate amount in excess of US\$ 100,000,000 (or its equivalent in any other currency or currencies) is rendered against the Issuer, any Guarantor or any Material Subsidiary and continue(s) unsatisfied and unstayed for a period of 90 days after the date(s) thereof or, if later, the date therein specified for payment; or
- (e) **Security enforced, appointment of receiver etc:** (other than in respect of Limited Recourse Indebtedness) a secured party takes possession of, or a receiver, manager, trustee, administrator, custodian, conservator or other similar officer is appointed in respect of, the whole or a substantial part of the undertaking, assets and revenues of the Issuer, any Guarantor or any Material Subsidiary **provided that** the amount or value of such undertaking, assets and revenues exceeds US\$ 100,000,000 (or its equivalent in any other currency or currencies); or
- (f) **Insolvency etc:** (i) the Issuer, any Guarantor or any Material Subsidiary becomes insolvent or is unable to pay its debts as they fall due and/or proceedings are initiated against the Issuer, any Guarantor or any Material Subsidiary under any applicable liquidation, insolvency, bankruptcy, composition, reorganization, moratorium, controlled management (*gestion contrôlée*), suspension of payment (*sursis de paiement*) or other similar laws, (ii) the Issuer, any Guarantor or any Material Subsidiary takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Financial Indebtedness or any Guarantee of any Financial Indebtedness given by it or (iii) the Issuer, any Guarantor or any Material Subsidiary ceases or threatens to cease to carry on all or substantially all of its business (otherwise than, in the case of the Issuer or the Guarantors, for the purposes of or pursuant to an amalgamation, reorganization or restructuring whilst solvent and, in the case of any other member of the Group, (A) for the purpose of or pursuant to any amalgamation, reorganization or restructuring or (B) if the Financial Indebtedness of such other member of the Group is comprised solely of Limited Recourse Indebtedness); or
- (g) **Winding up etc:** an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer, any Guarantor or any Material Subsidiary (otherwise than, in the case of a Material Subsidiary, (A) for the purposes of or pursuant to an amalgamation, reorganization or restructuring whilst solvent or (B) if the Financial Indebtedness of such Material Subsidiary is comprised solely of Limited Recourse Indebtedness); or
- (h) **Analogous event:** any event occurs which under the laws of Luxembourg, Switzerland or Jersey has an analogous effect to any of the events referred to in paragraphs (d) to (g) above; or

- (i) **Unlawfulness:** it is or will become unlawful for the Issuer or any Guarantor to perform or comply with any of its obligations under or in respect of the Notes, the Trust Deed, or the Guarantees of the Notes; or
- (j) **Guarantees not in force:** the Deed of Guarantee or the Guarantee Agreement is not (or is claimed by any Guarantor not to be) in full force and effect.

13 Prescription

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

14 Replacement of Notes and Coupons

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Principal Paying Agent (and, if the Notes are then listed on any stock exchange which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such stock exchange), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer and/or the Guarantors may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

15 Trustee and Agents

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce payment unless indemnified to its satisfaction, and to be paid its costs and expenses in priority to the claims of Noteholders. The Trustee is entitled to enter into business transactions with the Issuer and/or the Guarantors and any entity related to the Issuer and/or the Guarantors without accounting for any profit.

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the Noteholders as a class and will not be responsible for any consequence for individual holders of Notes, Coupons or Talons as a result of such holders being connected in any way with a particular territory or taxing jurisdiction.

In acting under the Paying Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents act solely as agents of the Issuer, each Guarantor or, following the occurrence of an event of default, the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer and each Guarantor reserve the right (with the prior written approval of the Trustee) at any time to vary or terminate the appointment of any Paying Agent or the Calculation Agent and to appoint a successor principal paying agent or calculation agent and additional paying agents; **provided, however, that:**

- (a) the Issuer and the Guarantors shall at all times maintain a Principal Paying Agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantors shall at all times, whilst any such Note remains outstanding, maintain a Calculation Agent; and

- (c) if and for so long as the Notes are listed on any stock exchange which requires the appointment of a Paying Agent in any particular place, the Issuer and the Guarantors shall maintain a Paying Agent having its Specified Office in the place required by the rules of such stock exchange; and
- (d) if European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN (European Union Economic and Finance Ministers) Council meeting of November 26-27, 2000 is brought into force, the Issuer will ensure that it maintains a Paying Agent with a specified office in a member state of the European Union that will not be obliged to withhold or deduct tax pursuant to such Directive.

Notice of any changes in any of the Paying Agents and Calculation Agents or in their Specified Offices shall promptly be given by the Issuer to the Noteholders in accordance with Condition 19 (*Notices*). If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

16 Meetings of Noteholders; Modification and Waiver

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions or the provisions of the Trust Deed. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and the Guarantors (acting together) or the Trustee and shall be convened by them upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) **Modification and Waiver:** The Trustee may agree, without the consent of the Noteholders or the Couponholders, to (i) any modification of any provision of these Conditions or the Trust Deed which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law and (ii) any other modification (except as mentioned in the Trust Deed) and any waiver or authorization of any breach or proposed breach of any provision of these Conditions or the Trust Deed which is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. In addition, the parties to the Paying Agency Agreement may agree to modify any provision thereof, save the Trustee shall only agree without the consent of the Noteholders to such modification if, in the opinion of the Trustee, such modification is not materially prejudicial to the interests of the Noteholders. Any such modification, authorization or waiver shall be binding on the Noteholders and Couponholders.

17 Enforcement

The Trustee may at any time, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed in respect of the Notes, but it shall not be bound to do unless:

- (a) it has been so requested in writing by the holders of at least one quarter in principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
- (b) it has been indemnified or provided with security to its satisfaction.

No Noteholder may proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.

18 Further Issues

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single Series with the Notes.

19 Notices

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) and, if the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Regulated Market, a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu>). If such publication is not practicable, publication will be made in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

20 Currency Indemnity

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

21 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded,

if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005% being rounded up to 0.00001%), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22 Substitution

The Trustee may, without the consent of the Noteholders, agree with the Issuer and each Guarantor to the substitution in place of the Issuer or any of the Guarantors (or, in each case, of any previous substitute under this Condition) as the principal debtor under or, as the case may be, guarantor in respect of the Notes and the Trust Deed of any other Subsidiary of Glencore Xstrata plc, subject to (a) in the case of a substitution of the Issuer (or any previous substitute Issuer under this Condition), the Notes being guaranteed by each of the remaining Guarantors or, as the case may be, Guarantor (or where such substitute issuer is itself a Guarantor, the Notes being guaranteed by each of the other Guarantors or, as the case may be, Guarantor (or, in the case of the substitution of any of the Guarantors, the Notes being guaranteed by the new guarantor and the remaining Guarantor(s)), (b) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution, and (c) certain other Conditions set out in the Trust Deed being complied with.

23 Governing Law and Jurisdiction

- (a) **Governing law:** The Notes, the Trust Deed, the Deed of Guarantee and any non-contractual obligations arising out of, or in connection with them, are governed by, and shall be construed in accordance with, English law. The Guarantee Agreement is governed by, and shall be construed in accordance with, the laws of Switzerland. The provisions of Articles 86 to 94-8 of the Luxembourg law on commercial companies of August 10, 1915, as amended, are excluded.
- (b) **Jurisdiction:** Each of the Issuer and the Guarantors have agreed in the Trust Deed for the benefit of the Noteholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any dispute, which may arise out of, or in connection with the Notes (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (c) **Appropriate forum:** Each of the Issuer and the Guarantors has in the Trust Deed waived any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agreed not to claim that any such court is not a convenient or appropriate forum.
- (d) **Process agent:** The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to Glencore UK Ltd. at 50 Berkeley Street, London W1J 8HD or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of any Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent and Trustee, appoint a further Person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a Person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent and Trustee. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law.

- (e) **Non-exclusivity:** The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of any Noteholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law. Any legal action or proceeding in respect of the Guarantee Agreement may also be brought before the courts of the city of Zug, Switzerland.
- (f) **Third Parties:** No person shall have any right to enforce any term or Condition of this Note or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

FORM OF FINAL TERMS

Final Terms dated [●]

GLENCORE FINANCE (EUROPE) S.A.

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Guaranteed by

GLENCORE XSTRATA PLC

and

GLENCORE INTERNATIONAL AG

and

XSTRATA (SCHWEIZ) AG

under the US\$ 20,000,000,000

Euro Medium Term Note Program

PART A

Contractual Terms

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated May 7, 2013 [and the supplement to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC, as amended) (the “Prospectus Directive”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer, the Guarantors and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date] [and the supplement to the Base Prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC, as amended) (the “Prospectus Directive”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Base Prospectus dated [original date] [and the supplement to the Base Prospectus dated [●]] and are attached hereto. Full information on the Issuer, the Guarantors and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectuses dated [original date] and [current date] [and the supplement[s] to the Base Prospectuses dated [●] and [●]]. The Base Prospectuses [and the supplement to the Base Prospectuses] are available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu).

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub paragraphs. Italics denote guidance for completing the Final Terms.]

- | | |
|---|--|
| 1 | <p>[(i)] Series Number: [●]</p> <p>[(ii)] Tranche Number: [●]</p> <p>[(iii)] Date on which the Notes will be consolidated and form a single Series: [Not Applicable/The Notes will be consolidated and form a single Series with <i>[identify earlier Tranches]</i> on the <i>[insert date/Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 20 below [which is expected to occur on or about [●]]]</i>.]</p> |
| 2 | Specified Currency or Currencies: [●] |
| 3 | <p>Aggregate Nominal Amount of Notes admitted to trading: [●]</p> <p>[(i)] Series: [●]</p> <p>[(ii)] Tranche: [●]</p> |
| 4 | Issue Price: [●]% of the Aggregate Nominal Amount [plus accrued interest from [●]] |
| 5 | <p>(i) Specified Denominations: [●]</p> <p><i>(N.B. Where multiple denominations above €100,000 (or equivalent) are being used, the following sample wording should be followed:</i></p> <p><i>“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”</i>)</p> <p>(ii) Calculation Amount: [●]</p> <p><i>(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations)</i></p> |
| 6 | <p>(i) Issue Date: [●]</p> <p>(ii) Interest Commencement Date: [[●]/Issue Date/Not Applicable]</p> |
| 7 | Maturity Date: [[●]/Interest Payment Date falling in or nearest to [●]] |
| 8 | <p>Interest Basis: [[●]% Fixed Rate]</p> <p>[[●] month [LIBOR/EURIBOR] +/- [●]% Floating Rate]</p> <p>[Zero Coupon]</p> <p><i>(further particulars specified below)</i></p> |
| 9 | Redemption Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed at [100]% of their Aggregate Nominal Amount] |

- 10 Change of Interest Basis: [●]/Not Applicable
- 11 Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
[Not Applicable]
- 12 Date Board approval for issuance of Notes and Guarantees obtained: [[●] and [●] respectively/Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 13 **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●]% per annum [payable [annually/semi annually/quarterly/monthly] in arrear] [adjusted in accordance with the Interest Ratchet]
- (ii) Step Up Event/Step Down Event: [Yes/No]
- (iii) Step Up Margin: [[●]% per annum/Not Applicable]
- (iv) Interest Payment Date(s): [●] and [●] in each year, commencing on [●] [adjusted in accordance with [●]/not adjusted]
- (v) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (vi) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/Not Applicable]
- (vii) Day Count Fraction: [Actual/365 / Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360 / Eurobond Basis]
- (viii) Determination Dates: [[●] in each year/Not Applicable]
- 14 **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
- (i) Interest Period(s) [●]
- (ii) Specified Interest Payment Dates: [●]
- (iii) First Interest Payment Date: [●]
- (iv) Business Day Convention: [Following Business Day Convention]
[Modified Following Business Day Convention/Modified Business Day Convention]
[Preceding Business Day Convention]
[FRN Convention/Floating Rate Convention/Eurodollar]

- Convention]
[No Adjustment]
- (v) Additional Business Center(s): [●]/[Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent): [[●] shall be the Calculation Agent]
- (viii) Screen Rate Determination:
- Reference Rate: [●] month [LIBOR/EURIBOR]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
 - Relevant Time: [●]
 - Relevant Financial Center: [●]
- (ix) ISDA Determination:
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (x) Margin(s): [+/-][●]% per annum
- (xi) Minimum Rate of Interest: [[●]% per annum/Not Applicable]
- (xii) Maximum Rate of Interest: [[●]% per annum/Not Applicable]
- (xiii) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/365 / Actual/Actual / Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360 / Eurobond Basis]
[30E/360 (ISDA)]

as per the [2000/2006] ISDA Definitions *(Note that this item relates to the definition of “Day Count Fraction” in the Conditions and that a distinction is made therein between the 2000 and 2006 ISDA Definitions)*

15 **Zero Coupon Note Provisions**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub paragraphs of this paragraph)

- (i) [Amortization/Accrual] Yield: [●]% per annum
- (ii) Reference Price: [●]

PROVISIONS RELATING TO REDEMPTION

- 16 **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
 - (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [[●] per Calculation Amount/Not Applicable]
 - (b) Maximum Redemption Amount: [[●] per Calculation Amount/Not Applicable]
- 17 **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
 - (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- 18 **Final Redemption Amount of each Note** [●] per Calculation Amount
- 19 **Early Redemption Amount**
Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 20 **Form of Notes:** [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]¹

[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

- 21 New Global Note Form: [Applicable/Not Applicable]
- 22 Financial Center(s) or other special provisions relating to Payment Dates: [Not Applicable/[●]] *Note that this item relates to the date and place of payment, and not interest period end dates, to which items 14(iv) and 15(v) relate.*
- 23 Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No]
- 24 U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/ TEFRA not applicable]

Signed on behalf of the Issuer:

By:
Duly authorized

By:
Duly authorized

Signed on behalf of Glencore Xstrata plc:

By:
Duly authorized

Signed on behalf of Glencore International AG:

By:
Duly authorized

By:
Duly authorized

¹ In relation to any issue of Notes which are expressed to be Temporary Global Notes exchangeable for Definitive Notes in accordance with this option, such Notes may only be issued in denominations equal to, or greater than, EUR100,000 (or equivalent) and integral multiples thereof.

Signed on behalf of Xstrata (Schweiz) AG:

By:
Duly authorized

By:
Duly authorized

PART B
Other Information

1 Listing and Admission to Trading

- (i) Listing: [Official List of the Luxembourg Stock Exchange/[●]/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from [●].] [Not Applicable.]
- (iii) Estimate of total expenses related to admission to trading: [●]

2 Ratings

- Ratings: [The Notes to be issued will not be rated.]
- [[The Program has been/The Notes to be issued [have been]/[are expected to be]] rated:]
- [S&P: [●]]
- [Moody's: [●]]
- [[*Insert credit rating agency legal name*] is established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "CRA Regulation").]
- [[*Insert credit rating agency legal name*] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "CRA Regulation"), although as at the date of these Final Terms notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]
- [[*Insert credit rating agency legal name*] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "CRA Regulation").]
- [[*Insert credit rating agency legal name*] is not established in the European Union and has not applied for registration under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "CRA Regulation") but is endorsed by [*insert credit rating agency legal name*] which is established in the European Union [and registered under the CRA Regulation/and has applied for registration under the CRA Regulation, although as at the date of these Final Terms notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]
- [[*Insert credit rating agency legal name*] is not established in

the European Union and has not applied for registration under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the “CRA Regulation”), but it is certified in accordance with the CRA Regulation.]

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before June 7, 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement)

[[“Save for any fees payable to the [Managers/relevant Dealer], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/relevant Dealer] and [their/its] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantors and their affiliates in the ordinary course of business.”]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive)

4 THIRD PARTY INFORMATION

[[●] has been extracted from [●]. The Issuer and each of the Guarantors confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

5 YIELD

Indication of yield: [●]/Not Applicable] *(Applicable to Fixed Rate Notes only.)*

6 OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

New Global Note intended to be held in a manner which would allow Eurosystem eligibility: [Not Applicable/Yes/No]

[Note that the designation “Yes” means that the Notes are intended upon issue to be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] *[Include this text if “Yes” selected, in which case the Notes must be issued in*

NGN form]

[Whilst the designation is specified as “No” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with Euroclear or Clearstream, Luxembourg as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking Societe Anonyme and the relevant identification number(s): [Not Applicable/[●]]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s) [●]

Names and addresses of additional Paying Agent(s)(if any): [●]

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to “Noteholder” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of a NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “Accountholder”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer or the Guarantors to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer or the Guarantors in respect of payments due under the Notes and such obligations of the Issuer and the Guarantors will be discharged by payment to the bearer of the Global Note.

So long as the Notes are represented by a temporary Global Note or permanent Global Note and the relevant clearing system(s) so permit, the Notes shall be tradable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and integral multiples in excess thereof specified in the relevant Final Terms.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of a NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Principal Paying Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 7 days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to order of the Principal Paying Agent, following the expiry of a

period of 40 days after the issue date of the relevant Tranche of the Notes and upon certification as to non US beneficial ownership.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent.

The Permanent Global Note will become exchangeable in whole, but not in part, for Notes in definitive form at the request of the bearer of such Permanent Global Note against presentation and surrender of the Permanent Global Note to the Principal Paying Agent if either of the following events occurs: (a) Euroclear, Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of a Specified Denomination may need to purchase or sell, on or before the relevant Exchange Date, a principal amount of Notes such that their holding is an integral multiple of a Specified Denomination. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

Payments

All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of a NGN the payment is entered pro rata in the records of Euroclear and Clearstream, Luxembourg. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "Payment Business Day" set out in Condition 2 (*Interpretation*).

Exercise of put option

In order to exercise the option contained in Condition 9(e) (*Redemption at the option of Noteholders*) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option

In connection with an exercise of the option contained in Condition 9(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg or any other clearing system (as the case may be) as either a pool factor or a reduction in principal amount, at their discretion).

Notices

Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (<http://www.bourse.lu>).

DESCRIPTION OF GLENCORE FINANCE (EUROPE) S.A.

General

On April 17, 2003, Glencore Finance (Europe) S.A. was incorporated for an unlimited duration in Luxembourg as a limited liability company (société anonyme) under Luxembourg law under the name Glencore Finance (Europe) S.A. Glencore Finance (Europe) S.A. is wholly owned by Glencore Finance (Bermuda) Ltd. (96.77%) and Glencore Capital Ltd. (3.22%), both of which are ultimately controlled by Glencore Xstrata plc.

Its Articles of Incorporation were published in the Mémorial C, Journal Officiel du Grand Duché de Luxembourg, Recueil des Sociétés et Associations on May 12, 2003 on pages 24453 to 24461 and amendments to these were published on November 21, 2007 on pages 128038 to 128040 and on December 20, 2008 on pages 143933 to 143935. The authorized and issued share capital of Glencore Finance (Europe) S.A. is €31,000 divided into 31 ordinary shares with a par value of €1,000 each. The authorized and issued shares are fully paid up. Thirty shares are owned by Glencore Finance (Bermuda) Ltd. and one share is owned by Glencore Capital Ltd, each being a company existing under the laws of Bermuda, with registered offices at Argyle House, 41A Cedar Avenue, Hamilton HM12, Bermuda. Glencore Finance (Europe) S.A.'s registered office is situated at 46A, avenue J. F. Kennedy, L-1855 Luxembourg and its telephone number is: +352 241 4331. Its correspondence address is at its registered office. Glencore Finance (Europe) S.A. is registered with the Register of Commerce and Companies of Luxembourg under number B 92830.

Business

Glencore Finance (Europe) S.A. has entered into a domiciliation agreement dated April 17, 2003 (the "Domiciliation Agreement") pursuant to which TMF Luxembourg S.A. acts as Domiciliation Agent of Glencore Finance (Europe) S.A. and provides domiciliation and other corporate and administrative services to Glencore Finance (Europe) S.A. The corporate objects of Glencore Finance (Europe) S.A. as set out in Clause 3 in the Articles of Incorporation include the acquisition, holding and disposal of participations directly or indirectly, in any form whatsoever, in Luxembourg companies and/or foreign companies or other entities; the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes or other securities of any kind of instrument and contracts thereon or relative thereto; and the ownership, administration, development and management of its portfolio holdings.

Glencore Finance (Europe) S.A. may in particular:

- acquire by way of subscription, purchase, exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments representing ownership rights, claims or transferable securities issued by any public or private issuer whatsoever;
- exercise all rights whatsoever attached to these securities and financial instruments;
- grant security interests over its assets;
- finance entities which belong to the same group as Glencore Finance (Europe) S.A., or finance entities in which entities of such group hold participations or an economic interest, in the form of loans, credits, warranties or any other financial assistance;

- borrow or raise money in any currency in order to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of its undertaking, property, assets (present and future) and uncalled capital of Glencore Finance (Europe) S.A. or by the creation and issue of securities;
- make deposits at banks or with other depositaries; and
- raise funds, issue bonds and notes, in order to carry out its activity within the framework of its corporate object.

Glencore Finance (Europe) S.A. may carry out any transactions, whether commercial or financial, which are directly or indirectly connected with its objects at the exclusion of any banking activity.

In general, Glencore Finance (Europe) S.A. may carry out any operation which it may deem useful or necessary in the accomplishment and the development of its corporate purpose.

Directors

The following table sets out the Directors of Glencore Finance (Europe) S.A. as at December 31, 2012 and their principal activities outside the Group:

Name	Position	Other Principal Activities
Steven Kalmin	Director	Director of Century Aluminum Company
Andreas Hubmann	Director	None
Robert Jan Schol	Director	Head of Fund Administration, Private Equity, Real Estate and Emerging Business – TMF Luxembourg S.A.
Polyxeni Kotoula	Director	Team Leader – TMF Luxembourg S.A.
Jorge Perez Lozano	Director	Deputy Managing Director – TMF Luxembourg S.A.

The business address of each of the Directors is 46A, avenue J. F. Kennedy, L-1855 Luxembourg.

As at the date of this Base Prospectus, none of the Directors of Glencore Finance (Europe) S.A. has any conflict of interest between their duties to Glencore Finance (Europe) S.A. and their other principal activities listed above.

Authorized Auditors

Deloitte S.A. of 560, rue de Neudorf, L 2220 Luxembourg, Grand Duchy of Luxembourg, has been appointed as authorized auditor to Glencore Finance (Europe) S.A.

Annual Accounts

Since the date of its incorporation, Glencore Finance (Europe) S.A. has prepared and published annual audited non consolidated annual accounts in accordance with Luxembourg Generally Accepted Accounting Principles, which may be obtained at the specified offices of the Paying Agents during normal business hours.

Financial Year

The financial year end of Glencore Finance (Europe) S.A. is December 31.

DESCRIPTION OF GLENCORE XSTRATA PLC AND THE GROUP

General

Glencore Xstrata plc was incorporated in Jersey under the Jersey Companies Law on March 14, 2011 as a public company limited by shares with the name Glencore International Limited. Glencore Xstrata plc changed its name to Glencore International plc on April 12, 2011 and, following the merger of Glencore and Xstrata which completed on May 2, 2013, Glencore International plc was renamed “Glencore Xstrata plc”. Glencore Xstrata plc’s registration number is 107710. The registered office of Glencore Xstrata plc is at Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES and its headquarters are located at Baarermattstrasse 3, CH 6340 Baar, Switzerland. Glencore Xstrata plc’s telephone number is: +44 1534 281800. The ordinary shares of Glencore Xstrata plc are admitted to a primary listing on the main market of the London Stock Exchange and a secondary listing on the Hong Kong Stock Exchange. Its country of jurisdiction is Jersey.

Glencore Xstrata plc’s principal business is to act as the ultimate holding company of the Group.

Overview

The Group is a leading integrated producer and marketer of commodities, with worldwide activities in the marketing of metals and minerals, energy products and agricultural products and the production, refinement, processing, storage and transport of those products. The Group operates globally, marketing and distributing physical commodities sourced from third party producers and its own production to industrial consumers, such as those in the automotive, steel, power generation, oil and food processing industries. The Group also provides financing, logistics and other services to producers and consumers of commodities.

The Group’s long experience as a commodity merchant has allowed it to develop and build upon its expertise in the commodities which it markets and to cultivate long-term relationships with a broad supplier and customer base across diverse industries and in multiple geographic regions. The Group has an extensive industrial asset portfolio operating in its core commodities. The Group’s representation of high quality, low-cost assets and industrial, geographical, commodity, supplier and customer diversity, has enabled it to operate profitably even during periods in which a particular commodity, industry, customer or geographic region may be experiencing some weakness. In addition, the Group’s marketing operations tend to be less correlated to commodity prices than its industrial operations, which generally make the Group’s earnings less volatile than those of producers of metals and mining products and energy products that do not also have marketing and logistics operations.

As a marketer, the Group is able to differentiate itself from other production entities as, in addition to focusing on minimizing costs and maximizing operational efficiencies, the Group focuses on maximizing returns from the entire supply chain, taking into account its extensive and global third party supply base, its logistics, risk management and working capital financing capabilities, its extensive market insight, business optionality, extensive customer base, strong market position and penetration in most commodities and its economies of scale. In contrast, this is not the business model of the Group’s mainly industrial competitors, which are generally not set up to exploit the full range of value added margin and arbitrage opportunities which exist throughout the commodity supply chain.

On May 2, 2013, Glencore and Xstrata completed their all-share merger. The Merger was effected by way of a scheme of arrangement of Xstrata under Part 26 of the UK Companies Act, pursuant to which Glencore acquired the entire issued and to be issued ordinary share capital of Xstrata not already owned by Glencore.

The Group continues to evaluate a number of opportunities in relation to its business, whether mergers and acquisitions, joint ventures, off-take arrangements or otherwise.

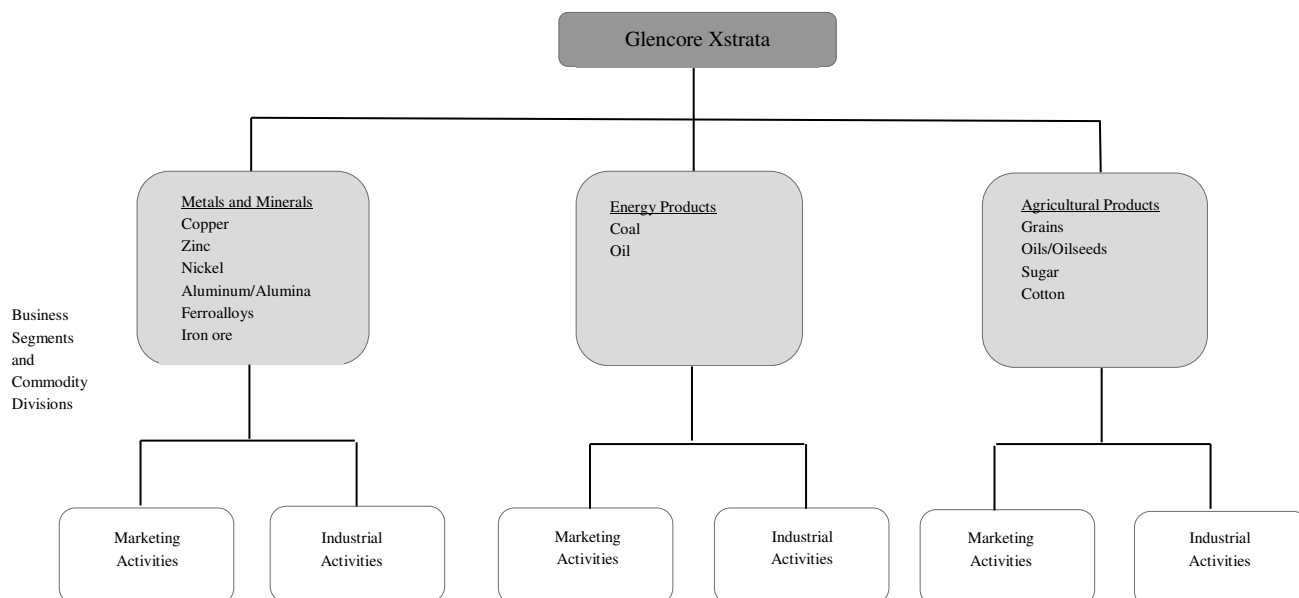
Glencore’s consolidated revenues for the financial years ended December 31, 2012, December 31, 2011 and December 31, 2010 were US\$ 214,436 million, US\$ 186,152 million and US\$ 144,978 million, respectively, and the Income before attribution for the financial years ended December 31, 2012, December 31, 2011 and December 31, 2010 was US\$ 1,152 million, US\$ 4,268 million and US\$ 4,106 million, respectively. As of December 31, 2012, Glencore’s total assets amounted to US\$ 105,537 million.

Xstrata’s consolidated revenues for the financial years ended December 31, 2012, December 31, 2011 and December 31, 2010 were US\$ 31,618 million, US\$ 33,877 million and US\$ 30,499 million, respectively, and Income for the financial years ended December 31, 2012, December 31, 2011 and December 31, 2010 was US\$ 1,372 million, US\$ 5,933 million and US\$ 4,955 million, respectively. As of December 31, 2012, Xstrata’s total assets amounted to US\$ 83,113 million.

Glencore Xstrata plc’s ordinary shares are traded on the London Stock Exchange and the Hong Kong Stock Exchange.

The Group’s industrial and marketing investment activities are supported by a global network of more than 90 offices located in over 50 countries throughout Europe, North, Central and South America, the CIS, Asia, Australia, Africa and the Middle East. The Group’s main offices include Baar (Switzerland), Stamford (Connecticut), London, Rotterdam, Beijing, Moscow, Toronto, Johannesburg, Sydney, and Singapore. This network provides the Group with significant worldwide investment origination and sourcing and distribution capabilities.

The following chart summarizes the Group’s business structure:



The Group’s three business segments focus on the following commodities:

- The Metals and Minerals business segment focuses on the following commodity divisions: copper, zinc, nickel, aluminum/alumina, ferroalloys and iron ore. The activities of the Group’s Metals and Minerals business segment are underpinned by ownership interests in controlled and non-controlled industrial assets such as mining, smelting, refining and warehousing operations.

- The Energy Products business segment focuses on coal and oil. The activities of the Group's Energy Products business segment include extensive ownership interests in controlled and non-controlled coal mining and oil production operations as well as investments in strategic handling, storage and freight equipment and facilities.
- The Agricultural Products business segment focuses on grains, oils/oilseeds, cotton and sugar. The activities of the Group's Agricultural Products business segment are supported by investments in controlled and non-controlled storage, handling and processing facilities in strategic locations.

Each business segment undertakes both industrial and marketing asset investment activities and is responsible for managing the marketing, sourcing, hedging, logistics and industrial investment activities relating to the commodities in each business segment.

History

Glencore's business commenced in 1974 (previously known as Marc Rich + Co AG) and initially focused on the physical marketing of ferrous and non-ferrous metals and minerals and crude oil, and shortly thereafter expanded into oil products. In 1981, Glencore acquired an established Dutch grain trading company, which created the basis for its Agricultural Products business segment, and later added coal to its Energy Products business segment.

Starting in 1987, Glencore developed from a purely commodity marketing company into a diversified natural resources group through key acquisitions in mining, smelting, refining and processing in the three principal business segments. Glencore made its first equity investment in an industrial asset in 1987, when it acquired 27 per cent. of the Mt. Holly aluminum smelter in the United States and acquired its first controlling interest in an industrial asset in 1988, when it acquired a 66.7 per cent. interest in a zinc/lead mine in Peru. In 1994, the founder of Glencore sold his stake by way of a management buyout. The shares of Glencore International plc were listed on the Official List of the UK Financial Conduct Authority, admitted to trading on the London Stock Exchange's market for listed securities and admitted to listing on the Hong Kong Stock Exchanges in May 2011.

The roots of Xstrata date back to 1926 when Swiss infrastructure investment company Südelektra AG was established. Beginning in 1990, the company (which was renamed Xstrata AG in 1999) built a portfolio of businesses operating in the natural resources sector. On 25 March 2002, Xstrata plc was created through an initial public offering on the London Stock Exchange and the shares of Xstrata plc were listed on the Official List of the UK Financial Conduct Authority, admitted to trading on the London Stock Exchange's market for listed securities and admitted to listing on the SIX. Simultaneously, Xstrata acquired the Australian and South African coal assets of Glencore, the largest shareholder in Xstrata at the time.

The merger of Glencore and Xstrata was completed on May 2, 2013, following which Glencore International plc was renamed "Glencore Xstrata plc".

Strategy

The Group's strategy is to maintain and build upon its position as one of the world's largest diversified natural resources companies. The Group's key strategic objectives include:

Capitalize on strategic investments in industrial assets

The Group is a fully integrated natural resource group with its extensive industrial asset base being an important component of its physical sourcing strategy for its marketing activities. Being fully integrated provides a competitive advantage over most of its marketing peers which are substantially less vertically integrated (both upstream and downstream) and are less able to establish the strong supply relationships that the Group enjoys. The Group's presence at each stage of the commodity chain also provides it with market

insight and access to opportunities as well as with other advantages such as information, technical expertise and local presence. The Group will continue to identify investment opportunities in which value can be created through the application of its market knowledge and operational and technical know-how. Similarly, the Group evaluates disposals of certain investments from time to time, particularly when they are no longer deemed to support core business and/or when attractive selling opportunities arise.

Continue to leverage geographic scope and diversification of operations

The Group has a portfolio of diversified industrial assets spread across the Group's three business segments, comprising over 150 mining and metallurgical facilities, offshore oil production facilities, farms and agricultural facilities. The Group's operations are extremely diverse, covering a wide range of commodities, industries, suppliers and customers. The Group intends to build upon its position as one of the world's largest physical commodity suppliers and its track record of extending product and geographical range by continuing to target opportunities in geographies in which it currently operates and further expansion in emerging markets. Furthermore, the Group's geographic scope and diversification of operations have allowed it to develop a reliable track record of supply performance. The Group's established footprint in emerging regions for natural resources investment, including Africa, CIS and South America, as both an operator and a provider of marketing and logistic services to new producers, provides the Group with substantial optionality and flexibility.

Use capital and liquidity to grow the business, as appropriate opportunities arise

The Group has the scale, size and potential resources to grow the business and seize appropriate opportunities as they arise.

Focus on cost management and further enhancing logistical capabilities

The Group intends to continue its focus on cost control and operational efficiencies at its controlled industrial assets and maintain a focus on the sourcing of competitively priced physical commodities from reliable third party suppliers. In addition, following the Merger, the Group will look to deliver synergies, a sizeable portion of which is expected to be derived from enhanced marketing integration, with the Group having full access to Xstrata's production volumes, enhanced product mix and ability to blend products for customers, with the remaining synergies expected to come from a mix of operational, financing and corporate cost reduction sources.

Maintain conservative financial profile and investment grade ratings

The Group intends to continue to manage its financial position around maintaining its investment grade credit ratings and healthy levels of liquidity, which should enable it to continue accessing bank and international debt capital markets on competitive terms.

Disciplined risk management

The Group will continue its focus on a disciplined approach to risk management supported by its flat organizational structure, centralized risk management resource and information systems and will continue to adopt and follow policies which are intended to mitigate and manage, among others, commodity price, credit and political risks.

Place highest priority on employees, the environment and local communities

The Group places the highest priority on its employees, the environment and local communities where it operates. The Group takes a broad approach to employee welfare and seeks to build on its improving health and safety record, with substantial resources and focus committed to this area. Regarding environment, the Group demands high environmental performance and standards from its controlled operations and, while executing marketing logistic activities, works with its partners and suppliers to ensure similar standards are

targeted within the supply chain, as well as expected from its non-controlled operations. Regarding local communities, the Group consults with and invests in the local communities where it operates.

The Merger

The Merger brings together two highly complementary businesses with a long-standing relationship. The combination has created a fully integrated natural resources group able to capture value at each stage of the commodities chain from extraction, processing, freight, logistics, technology and storage to marketing.

Following the Merger, the Group benefits from enhanced scale and diversity. It is the fourth largest global diversified natural resources company and a major producer and marketer of a number of commodities. Specifically, the Group is:

- a global leader in export thermal coal, ferrochrome and integrated zinc production;
- a leading producer of copper, aiming to substantially grow production over the next few years; and
- a leading producer of nickel.

Integration

Given completion of the Merger has only recently occurred, on-going work is under way to harmonize and integrate the operations and policies of the combined Glencore Xstrata Group. This includes management appointments, reporting structures, operational and executive authority limits and key group policies and processes, including financial reporting, planning and budgeting, treasury and liquidity management policies, sustainability practices, risk and internal audit and compensation.

Glencore's and Xstrata's organizations are highly complementary in assets, geographic locations and capabilities, reducing the overlap and, thus, level of integration risk. In addition, Glencore and Xstrata have had a decade of working together at various levels of the organization and each has successful track records of post-transaction integration.

Industrial activities – Group level

The Group's ownership of controlled and non-controlled industrial assets is an important source of stand-alone financial returns contributing to overall business diversification, as well as a very useful source of physical commodities for the Group's marketing arm. In addition, these assets provide the Group with access to market insight and technical know-how. The Group believes that its corresponding reduced reliance on third parties helps to ensure that suppliers and customers alike see the Group as a reliable, and therefore desirable, counterparty, given its integrated business model.

Investments in industrial assets

The Group capitalizes on investment opportunities created by, among other things, (i) the privatization of natural resources producers primarily in emerging markets, (ii) the rebalancing of asset portfolios by other players in the natural resources industry and (iii) further industry consolidation as smaller producers sell out and/or seek capital to fund growth. Any decision to acquire or dispose of an industrial asset is based on the stand-alone potential of the asset and its potential contribution to the Group's marketing activities and requires the appropriate level of approval. Once acquired, an asset is held within one of the business segments. In the current business structure, many of the business divisions manage their controlled and non-controlled industrial assets via hands-on "asset controllers" to interface between the asset and the Group in respect of day-to-day operating, financial and commercial matters. The Group encourages the industrial assets to focus primarily on operating performance – costs, project delivery and HSEC performance, which those businesses can largely control and influence, leaving the marketing arm to handle marketing and distribution activities as part of an integrated global system.

Projects

Following the Merger, the Board will be reviewing the Group's project pipeline and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Marketing activities – Group level

Functions of the marketing activities

The Group's marketing activities source a diversified range of physical commodities from third party suppliers and from industrial assets in which the Group has full or part ownership interests. These commodities are sold, often with value added services such as freight, insurance, financing and/or storage, to a broad range of consumers and industrial commodity end users, with many of whom the Group has long-term commercial relationships. As a marketer, the Group is able to differentiate itself from other production entities as, in addition to focusing on minimizing costs and maximizing operational efficiencies, the Group focuses on maximizing returns from the entire supply chain, taking into account its extensive and global third party supply base, its logistics, risk management and working capital financing capabilities, its extensive market insight, business optionality, extensive customer base, strong market position and penetration in most commodities and its economies of scale. In contrast, this is not the business model of the Group's industrial competitors, which are generally not set up to exploit the full range of value added margin and arbitrage opportunities which exist throughout the commodity supply chain.

Types of arbitrage strategies

Many of the physical commodity markets in which the Group operates are geographically dispersed, fragmented and/or periodically volatile. Discrepancies often arise in respect of the prices at which the commodities can be bought or sold in different geographic locations or time periods, taking into account the numerous relevant pricing factors, including freight and product quality. These pricing discrepancies can present the Group with arbitrage opportunities whereby the Group is able to generate profit by sourcing, transporting, blending, storing or otherwise processing the relevant commodities. Whilst the strategies used by the Group's business segments to generate such margin vary from commodity to commodity, the main arbitrage strategies can be described generally as being:

- **Geographic:** where the Group leverages its relationships and production, processing and logistical capabilities in order to source physical commodities from one location and deliver them to another location where such commodities can command a higher price (net of transport and/or other transaction costs);
- **Product-related:** where it is possible to exploit the blending or multi-use characteristics of the particular commodities being marketed, such as the various crude oil products, coal or concentrates, in order to supply products which attract higher prices than their base constituents, or exploit existing and/or expected price differentials; and
- **Time-related:** where it is possible to exploit a difference between the price of a commodity to be delivered at a future date and the price of a commodity to be delivered immediately, where the available storage, financing and other related costs until the future date are less than the forward pricing difference.

The Group uses market information made available by its industrial and marketing teams across its many locations to identify arbitrage opportunities. The Group's marketing and investment activities and relationships with producers and consumers of raw materials are supported by a global network of more than 90 offices providing sourcing and distribution capabilities located in over 50 countries throughout Europe, North, Central and South America, the CIS, Asia, Australia, Africa and the Middle East. This network

provides the Group with visibility over shifting supply and demand dynamics in respect of significant volumes of physical commodities across the globe. The detailed information from the Group's widespread operations and close relationships with producers, consumers and logistics providers is available to the Group's marketing operations and often enables them to identify opportunities, taking into account the Group's extensive logistics capabilities, to source and supply physical commodities at attractive margins.

Logistics

The Group's logistics operations are a key part of its marketing operations as they enable the Group to fulfil its marketing obligations and to maximize arbitrage opportunities created by demand and supply imbalances. Physical sourcing and marketing of commodities requires highly professional handling and shipment of such goods from the supplier to the customer, including storage activities, as required. Typically, the staff handling the physical movement of goods (the "traffic team") account for a significant proportion of the marketing headcount of a business segment. The Group's dedicated chartering teams actively trade freight to gain market knowledge and volume benefits. The freight element of transactions is furthermore used to maintain maximum physical optionality so that full value can be extracted from the underlying commodity positions of each division, thereby complementing the Group's overall ability to seize geographic and time spread arbitrage opportunities as they arise.

Competitors

The Group believes that physical commodity marketing is a volume-driven business requiring highly professional risk management, substantial financial resources, market knowledge and product and logistical expertise. The Group believes that it is one of the most diversified and globally active physical commodity sourcing and marketing companies. The Group believes that the majority of its competitors tend to focus on a specific commodity group or geographic area, or concentrate more heavily on commodity-related industrial activities such as mining, drilling, smelting, processing and refining. There are generally three types of companies active in physical commodity marketing, which compete with the Group indirectly or directly in certain markets. These include:

- large participants active in specific commodity segments, such as Cargill in agricultural products and Vitol Group in oil;
- captive marketing vehicles of major oil and metals producers and processors, such as Total, BP and BHP Billiton (though these companies are less focused on third party marketing than the Group); and
- other marketing companies whose operations are more limited to particular commodities and/or to geographic areas, such as Noble Group.

Metals and Minerals

The Metals and Minerals business segment focuses on the following commodity divisions: copper, zinc, nickel, aluminum/alumina, ferroalloys and iron ore. The activities of the Metals and Minerals business segment are underpinned by ownership interests in controlled and non-controlled industrial assets such as mining, smelting, refining and warehousing operations. The marketing of metals and minerals commodities is coordinated primarily through the Group's Baar office.

Industrial activities

Copper

The table below shows the copper commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Africa					
Katanga	DRC	Copper metal ⁽²⁾ Cobalt	93.0k MT 2.1k MT	75.3%	24.7% publicly traded on Toronto Stock Exchange
Mutanda	DRC	Copper metal ⁽²⁾ Cobalt ⁽³⁾	87.0k MT 8.5k MT	60%	40% privately held
Kansuki	DRC	Copper metal Cobalt	N/A ⁽⁴⁾	37.5%	62.5% privately held
Mopani	Zambia	Copper metal Cobalt	187.1k MT 0.3k MT	73.1%	16.9% First Quantum Minerals Ltd.; 10% ZCCM Investment Holdings Plc
Other (Sable)	Zambia	Copper metal Cobalt ⁽³⁾	8.8k MT 0.7k MT	100%	—
Total Africa		Copper metal ⁽²⁾ Cobalt ⁽³⁾	375.9k MT 11.6k MT		
Collahuasi (Chile)⁽⁵⁾					
Collahuasi	Chile	Copper metal Copper in concentrates Silver in concentrates	16.2k MT 107.9k MT 1,334k toz	44%	44% Anglo American; 12% Japanese consortium headed by Mitsui & Co. Ltd.
Antamina (Peru)⁽⁶⁾					
Antamina	Peru	Copper in concentrates Silver in concentrates	150.8k MT 4,203k toz	33.75%	33.75% BHP Billiton; 22.5% Teck Resources Ltd.; 10% Mitsubishi Corporation
Other South America					
Alumbraera	Argentina	Copper in concentrates Gold in concentrates and in doré Silver in concentrates and in doré	135.7k MT 364k toz 1,487k toz	50%	37.5% Goldcorp Inc.; 12.5% Yamana Gold Inc.
Lomas Bayas	Chile	Copper metal	73.3k MT	100%	—
Altonorte	Chile	Copper anode ⁽⁷⁾	270.2k MT	100%	—
Antapaccay/ Tintaya ⁽⁸⁾	Peru	Copper metal Copper in concentrates Gold in concentrates Silver in concentrates	8.8k MT 43.0k MT 17k toz 501k toz	100%	—
Punitaqui	Chile	Copper in concentrates Silver in concentrates	11.9k MT 179k toz	100%	—
Las Bambas	Peru	Copper	N/A ⁽⁹⁾	100%	—

Operation	Location	Commodity	2012 production⁽¹⁾	Group ownership interest	Remaining ownership interest
Total Other South America.....		Copper metal	82.1k MT		
		Copper anode ⁽⁷⁾	157.2k MT		
		Copper in concentrates	190.6k MT		
		Gold in concentrates and in doré	381k toz		
		Silver in concentrates and in doré	2,167k toz		
Australia and Asia					
Ernest Henry	North Queensland, Australia	Copper in concentrates	34.1k MT	100%	—
		Gold in concentrates	40k toz		
		Silver in concentrates	194k toz		
Mount Isa	North Queensland, Australia	Copper metal	266.8k MT	100%	—
		Copper in concentrates	6.4k MT		
		Silver in concentrates	724k toz		
Other					
Cobar.....	Australia	Copper in concentrates	—	100%	—
Pasar.....	Philippines	Copper metal	—	78.2%	21.8% local investors
		Copper concentrates	—		
Total Other		Copper metal	89.6k MT		
		Copper in concentrates	34.5k MT		
		Silver in concentrates	360k toz		
Total Australia and Asia.....		Copper metal	356.4k MT		
		Copper in concentrates	75.0k MT		
		Gold in concentrates	40k toz		
		Silver in concentrates	1,278k toz		
North America					
CCR/Horne.....	Ontario, Canada	Copper metal	265.5k MT	100%	—
Kidd	Ontario, Canada	Copper in concentrates	34.4k MT	100%	—
		Zinc in concentrates	78.1k MT		
		Silver in concentrates	2,877k toz		
Total North America		Copper metal	265.5k MT		
		Copper in concentrates	34.4k MT		
		Zinc in concentrates	78.1k MT		
		Silver in concentrates	2,877k toz		

Notes:

- (1) Controlled industrial assets and joint ventures only, except as stated. Production is on a 100% basis, except as stated.

- (2) Unless otherwise stated, copper metal includes copper contained in copper concentrates and blister copper.
- (3) Cobalt contained in concentrates and hydroxides.
- (4) Exploration stage.
- (5) The Group's pro rata share of Collahuasi production (44 per cent.).
- (6) The Group's pro rata share of Antamina production (33.75 per cent.).
- (7) 113,000 tonnes of copper anode produced at Altonorte is refined to produce copper cathode at either Mount Isa or CCR and hence is excluded from the totals.
- (8) Tintaya operations will close during 2013, as the Antapaccay mine ramps up production which commenced in November 2012.
- (9) Development project.

Africa

Katanga

The Group owns 75.2 per cent. of Katanga Mining Limited ("Katanga"), a company listed on the Toronto Stock Exchange, which is developing and operating high-grade copper and cobalt mines with integrated metallurgical facilities in the Kolwezi region of the DRC through its 75 per cent. shareholding in Kamoto Copper Company SARL ("KCC"). Substantial high-grade resources indicate a potential mine life for KCC in excess of 20 years.

KCC's integrated mine complex includes both underground and open pit mines, providing both sulfide and oxide ores. The metallurgical plants enable the production of refined copper and cobalt metal on-site. KCC has commenced construction of the Updated Phase 4 Expansion, which includes a 300,000 tonnes per annum solvent extraction ("SX") plant, the conversion of the existing electro refinery at the Luilu refinery to a 200,000 tonnes per annum copper electrowinning ("EW") facility and an in-pit crusher at KOV Open Pit Mine. The Phase 4 Expansion is expected to increase copper production to 270,000 tonnes per annum of LME Grade A copper and thereafter the expansion of copper production to 310,000 tonnes per annum utilizing anticipated cash flows from operating activities. Katanga produced its first copper cathode from the new SX-EW plants during December 2012. Mechanical completion of the Phase 4 Expansion remains on target for the third quarter of 2013.

Mutanda

Mutanda is a high grade copper and cobalt mine, with its operations located in the Katanga province of the DRC. The Group has an indirect equity interest of 60 per cent. in Mutanda.

In May 2012, the Group acquired an additional 20 per cent. of Mutanda through the acquisition of a 24.49 per cent. equity interest in Samref Overseas S.A. ("Samref Overseas") from High Grade Minerals S.A. ("HGM") and a further 1 per cent. equity interest in Samref Congo Sprl, for a cash consideration of US\$ 420 million plus acquired shareholder debts of approximately US\$ 60 million, resulting in the Group having an effective interest in Mutanda of 60 per cent.

The acquisition of the additional interests in Samref Overseas and Samref Congo Sprl represents a significant first step towards merging the Mutanda and Kansuki mining operations which is expected to result in the combined mining operations producing at a run rate of 200,000 tonnes per annum of copper cathodes and 23,000 tonnes per annum of cobalt in hydroxide by the end of 2013. It is anticipated that the merger will be completed by the end of the first half of 2013.

The Group also has the right, subject to the terms of a put and call agreement exercisable in December 2013, to acquire the remaining 25.51 per cent. equity interest held by HGM in Samref Overseas for cash

consideration of US\$ 430 million (which would increase the Group's effective interest in Mutanda to 80 per cent.)

Mutanda's hydrometallurgical complex currently has installed copper cathode and cobalt in hydroxide production capacity of 110,000 and 23,000 tonnes per annum respectively, at design feed grades. In addition, Mutanda has installed capacity to produce 390 tonnes per day of sulfuric acid and 73 tonnes per day of sulfur dioxide, for use in the hydrometallurgical complex.

Mutanda's expansion to 200,000 tonnes per annum of copper cathode remains on target for completion by the third quarter of 2013.

Mutanda has recently completed a feasibility study for the construction of a 100,000 tonnes per annum of copper contained sulfide concentrator and is assessing the next steps.

Mopani

The Group owns 73.1 per cent. of Mopani, with the remainder of the business owned by First Quantum Minerals Ltd. (16.9 per cent.) and Zambia Consolidated Copper Mines Investment Holdings Plc (10 per cent.). Mopani is an integrated mining and processing operation in the Copperbelt region of Zambia producing copper and cobalt metal.

Significant projects include the Synclinorium project, a major new shaft development, which should provide access to 115 million tonnes of copper ore and is expected to come online during 2015. In metallurgy, Smelter Phase III project is currently underway, which includes the installation of three new converters, gas cleaning equipment and a second acid plant, which will improve sulfur dioxide emissions capture to above 97 per cent. This project is expected to be completed by December 2013, 18 months ahead of the schedule initially agreed with the Zambian government.

Sable

The Group owns 100 per cent. of Sable Zinc Kabwe Limited ("Sable"), a Zambian processing plant, has a current production capacity of 15,000 tonnes of copper cathode per annum and 900 tonnes of cobalt contained in carbonate.

Collahuasi (Chile)

Collahuasi

The Group has a 44 per cent. interest in the Collahuasi open pit operation, the world's fourth largest copper mine, which is located on the Andean plateau of northern Chile's Tarapacá region. The mine is operated by a joint venture company, Compañía Minera Dona Inés de Collahuasi SCM ("Collahuasi SCM"). The other joint venture partners are Anglo American (44 per cent.) and a group of Japanese companies headed by Mitsui & Co. Ltd (12 per cent.). The Group is represented on the board of directors and executive committee of Collahuasi SCM.

The operation is located at an elevation of 4,000 to 4,600 meters and consists of two major porphyry copper deposits (Ujina and Rosario) and the smaller Huinquintipa deposit containing a mixture of sulfide and oxide copper mineralization. The sulfide ore is processed in the concentrator plant to produce copper-in-concentrates and the oxide ore is leached and processed in the SX-EW plant to produce copper cathodes. Collahuasi also has a molybdenum plant at its port facilities in Punta Patache.

Antamina (Peru)

Antamina

The Group has a 33.75 per cent. interest in Antamina, which is located in the Andes in northern Peru's Ancash region at an elevation of 4,300 meters. It is operated by a joint venture company, Compañía Minera Antamina S.A. The other joint venture partners are BHP Billiton (33.75 per cent.), Teck Resources Limited (22.5 per cent.) and Mitsubishi Corporation (10 per cent.). The Group is represented on the board of directors and advisory committee of the Compañía Minera Antamina S.A.

The operation's concentrator is considered to be one of the world's largest polymetallic processing plants treating ores containing copper, zinc, molybdenum, silver and lead. These concentrates are transported via a 300 kilometer slurry pipeline to port facilities at Huarmey.

Construction on an expansion project designed to increase Antamina's milling capacity by around 40 per cent. to 130,000 tonnes per day was successfully commissioned in the first quarter of 2012 and reached nameplate capacity in March 2012. The total revised capital cost for the project (on a 100 per cent. basis) was US\$ 1.55 billion.

Other South America

Alumbreira

The Group has a 50 per cent. controlling interest in Minera Alumbreira Limited, which has the right to mine the Bajo de la Alumbreira copper-gold deposit by agreement with Yacimientos Mineros de Agua de Dionisio, which has the title to such deposit. The operation is located at an altitude of 2,600 meters in the Catamarca province in north-west Argentina and is managed by the Group. Please see "Copper development projects – South America – Las Bambas" below, in relation to the commitments given in connection with the Merger.

Lomas Bayas

The Group owns 100 per cent. of the Lomas Bayas open pit mine, which is located in the Atacama Desert, 120 kilometers north-east of the port of Antofagasta, Chile. The low grade soluble and oxide-copper ores are processed at an SX-EW facility to produce copper cathode, which is then trucked to Antofagasta for shipping to end customers.

A project that involves the commissioning of a nearby satellite mine and installation of additional heap leach infrastructure, sustaining production at the Lomas Bayas mine by at least 16 years to 2028, was commissioned on schedule in December 2012.

Altonorte

The Group owns 100 per cent. of the Altonorte metallurgical facility, which is located near the port of Antofagasta, Chile. The operation is supplied with copper concentrates from the Group's own operations as well as from third parties.

Antapaccay and Tintaya

The Group owns 100 per cent. of the Antapaccay copper mine, which is located in the Yauri district of Espinar province in southern Peru's Cuzco region, 9 kilometers from the Group's Tintaya open pit mine. The Group's Tintaya mine is being replaced by the Antapaccay copper operation and will close during 2013. The Antapaccay operation consists of a new mine and associated concentrator facilities.

Mining activities commenced in March 2012 and the commissioning of the concentrator facilities commenced in August 2012. Antapaccay commenced production on schedule at the beginning of November 2012 and plant-commissioning activities continue as Antapaccay progressively ramps up to the nameplate processing capacity of 70,000 tonnes per day in the first half of 2013. The mine is expected to produce an average of

approximately 160,000 tonnes of copper in concentrates per annum (first 10 years of production), plus gold and silver by-products.

Punitaqui

The Group owns 100 per cent. of Punitaqui, a copper mine and concentrator in Chile. Commercial production commenced in late 2010, with the operation now producing around 12,000 MT of copper in concentrates per annum.

Australia and Asia

The Group's wholly-owned North Queensland operations comprise the Ernest Henry mining operation, the Mount Isa copper mining and processing operations, and the Townsville copper refinery and port operations. These integrated operations have the capacity to produce 300,000 tonnes of refined copper per annum.

Ernest Henry

Ernest Henry comprises a copper-gold underground mine and concentrator and is located near Cloncurry in north-west Queensland. The mine transitioned from an open pit operation to an underground development and operation during the final quarter of 2011, with initial underground ore production from a decline mine commencing in December 2011.

During 2012 Ernest Henry's new underground decline mine continued to ramp-up to a mining rate of 3 million tonnes per year whilst the satellite Mount Margaret open pit mine commenced production in September 2012. Construction continues on the shaft hoisting system which is scheduled to start commissioning at the end of 2013. The associated base plant magnetite facility was commissioned in February 2011. The high-grade magnetite product is being sold to international steel mills, with exports having commenced from Townsville port in June 2011.

Mount Isa

The Mount Isa underground copper mining and processing operation is located at Mount Isa in north-west Queensland and comprises an underground copper mine, a concentrator and smelter. The copper concentrate produced at Mount Isa is fed, together with concentrate from the Ernest Henry mine, into the smelter to produce copper anodes which are then transported by rail to the Townsville refinery.

Townsville refinery

The Townsville copper refinery is one of the world's leading electrolytic copper refineries and the largest in Australia. It produces copper cathode from copper anode produced at the Mount Isa smelter and other smelters, such as the Altonorte facility in Chile. The refinery uses the Isa Process technology.

Cobar

The Group owns 100 per cent. of Cobar, based in Australia, comprising a high-grade underground copper mine and a concentrate plant. The plant throughput is approximately 1.1 million tonnes of ore per annum and its production capacity is approximately 60,000 MT of copper in concentrate per annum. The main project currently being undertaken is the construction of a new shaft that is expected to be completed in 2015 and will reduce unit operating costs, allow access to more ore and increase levels of production.

Pasar

The Group owns 78.2 per cent. of Pasar, the sole copper smelter and refinery in the Philippines, with the remaining 21.8 per cent. owned by local investors. Pasar is located on the coast of Leyte Island, and owns its own port, which can accommodate vessels with a displacement of up to 50,000 dead weight tonnage, from which production is shipped mainly to Asian markets. In addition, the assets also include an auxiliary sulfuric acid plant and a doré plant which produces an alloy of gold and silver.

Pasar's current smelter production capacity is approximately 700,000 tonnes per annum of concentrate and its current refinery production capacity is approximately 215,000 tonnes per annum of cathodes.

North America

The Group's copper operations in Canada comprise the CCR refinery, the Horne smelter and the Kidd mine, all of which are wholly-owned.

CCR refinery/Horne smelter

The CCR refinery is located in Montreal, Quebec and processes anodes from two principal suppliers: the Horne smelter and Vale Inco NL's Sudbury operations. The plant is equipped to process anodes that are high in bismuth, antimony, lead and nickel. The CCR refinery's products include copper cathodes, gold, silver and other specialty metals and chemicals, including selenium, tellurium, nickel sulfate and a concentrate of platinum group metals.

The Horne smelter is located in Rouyn-Noranda, Quebec. As well as processing concentrate from the Kidd mine, it processes a wide range of feeds, including copper and precious metal-bearing end-of-life electronic equipment provided by worldwide clients to produce a 99.1 per cent. copper anode. Copper anodes from the Horne smelter are sent to the CCR refinery in Montreal to be converted into copper cathodes.

Kidd

The Kidd mine is located in Timmins, Ontario and comprises an underground copper-zinc mine and a concentrator.

The Group also operates two recycling facilities in the United States, one in San Jose, California and the other in Rhode Island.

Copper development projects

The Group also has a portfolio of copper development projects in Africa, South America, Canada, Australia and Asia. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Africa

Kansuki

The Group owns 50 per cent. of Kansuki Investments Sprl which in turn holds a 75 per cent. interest in Kansuki Sprl ("Kansuki"), the owner of the Kansuki concession, thereby giving the Group an effective interest of 37.5 per cent. in Kansuki. Kansuki is a 185 square kilometer copper and cobalt pre-development project which borders the Mutanda concession. Exploration of the Kansuki concession is on-going. As mentioned above the Group has previously announced its intention to merge the Mutanda and Kansuki mining operations.

Katanga, Mutanda and Kansuki Power Project

Katanga along with Mutanda and Kansuki entered into an agreement with Société Nationale d'Électricité ("SNEL"), the DRC's national electricity company, to refurbish DRC power generating, transmission and distribution systems that will progressively increase power for the operations up to a total of 450 MW by the end of 2015. Mutanda, Katanga and Kansuki are collectively undertaking a project to secure power for all three operations via the refurbishment of two turbines at the Inga dam. The project has started and is being executed in partnership with SNEL, and EGMF, the project contractor.

South America

Las Bambas

The Group owns 100 per cent. of the Las Bambas greenfield copper project, located in the provinces of Cotabambas and Grau in the Apurimac region, 72 kilometers south-west of the city of Cuzco in Peru. The construction of the low-cost, long-life Las Bambas greenfield copper project was approved by Xstrata in August 2010. The Peruvian authorities approved the project's Environmental Impact Study in March 2011 and full-scale construction commenced in June 2012. Las Bambas is expected to be commissioned in 2015, with initial production of 400,000 tonnes per annum of copper in concentrates, including significant gold, silver and molybdenum by-products. As announced on April 16, 2013, the Ministry of Commerce of the People's Republic of China ("MOFCOM") cleared of the Merger subject to certain commitments by Glencore including the sale of all of its post-Merger ownership interest in Las Bambas to a purchaser approved by MOFCOM before September 30, 2014 for not less than the pre-determined price (unless otherwise agreed by Glencore) with completion to occur by June 30, 2015. The pre-determined price shall be the higher of (i) the fair market price of Glencore's ownership interest in Las Bambas as evaluated according to industry practice by two independent investment banks chosen by Glencore and confirmed by the monitoring trustee and (ii) the total of all of the costs actually incurred by both Glencore and Xstrata in Las Bambas, as audited and confirmed by the monitoring trustee. If Glencore fails to enter into a binding sale and purchase agreement or fails to complete the transfer of its ownership interest by those times then, unless otherwise agreed by MOFCOM, Glencore must appoint a divestiture trustee to sell by way of auction its ownership interest in one of Tampakan, Freida River, El Pachón or Alumbraera, as designated by MOFCOM at no minimum price within three months from October 1, 2014 or July 1, 2015, as the case may be.

Zinc

The table below shows the zinc commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Kazzinc (Kazakhstan)					
Kazzinc	Kazakhstan	Zinc metal	301.3k MT	69.69% ⁽²⁾	29.82% Samruk-Kazyna;
		Lead metal	82.5k MT		0.49% privately held
		Copper metal	52.6k MT		
		Gold	561k toz		
		Silver	19,808k toz		
Australia					
Mount Isa	Queensland, Australia	Zinc in concentrates	390.4k MT	100%	—
		Lead in concentrates	153.1k MT		
		Silver in lead bullion	6,878k toz		
McArthur River	Northern Territory, Australia	Zinc in concentrates	202.1k MT	100%	—
		Lead in concentrates	40.4k MT		
		Silver in concentrates	1,820k toz		
Total Australia.....		Zinc in concentrates	592.5k MT		
		Lead in concentrates	193.5k MT		
		Silver in lead bullion	6,878k toz		
		Silver in concentrates	1,820k toz		

Operation	Location	Commodity	2012 production⁽¹⁾	Group ownership interest	Remaining ownership interest
Europe					
Portovesme.....	Italy	Zinc metal Lead metal		100%	—
San Juan de Nieva	Spain	Zinc metal		100%	—
Nordenham.....	Germany	Zinc metal		100%	—
Northfleet	United Kingdom	Refined lead		100%	—
Total Europe.....		Zinc metal Zinc in oxide Lead metal Silver	759.0k MT 35.9k MT 156.9k MT 7,249k toz		
North America					
Brunswick ⁽³⁾	New Brunswick, Canada	Zinc in concentrates Lead in concentrates Copper in concentrates Silver in concentrates	190.4k MT 51.8k MT 8.1k MT 2,751k toz	100%	—
Brunswick Smelting	New Brunswick, Canada	Lead metal Silver	74.5k MT 12,359k toz	100%	—
CEZ Refinery ⁽⁴⁾	Quebec, Canada	Zinc metal	72.6k MT	25%	75% non-controlling shareholders in Noranda Income Fund
Persévérance ⁽⁵⁾	Quebec, Canada	Zinc in concentrates Copper in concentrates	125.2k MT 10.9k MT	100%	—
Total North America.		Zinc metal Zinc in concentrates Lead metal Lead in concentrates Copper in concentrates Silver	72.6k MT 315.6k MT 74.5k MT 51.8k MT 19.0k MT 15,110k toz		
Antamina (Peru)					
Antamina ⁽⁶⁾	Peru	Zinc in concentrates	73.9k MT	33.75%	33.75% BHP Billiton; 22.5% Teck Resources Ltd; 10% Mitsubishi Corporation
Other Zinc					
Los Quenuales.....	Peru	Zinc in concentrates Lead in concentrates Copper in concentrates Silver in concentrates		97.6%	2.4% indirectly listed on Lima Stock Exchange
Sinchi Wayra.....	Bolivia	Zinc in concentrates Lead in concentrates		100%	—

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
		Silver in concentrates			
		Tin in concentrates			
AR Zinc.....	Argentina	Zinc metal		100%	—
		Lead in metal and in concentrates			
		Silver metal			
Rosh Pinah	Namibia	Zinc in concentrates		80.08%	19.92% privately held
		Lead in concentrates			
Perkoa.....	Burkina Faso	Zinc in concentrates		50.1% ⁽⁷⁾⁽⁸⁾	39.9% Blackthorn; 10% Burkina Faso government
Total Other Zinc		Zinc metal	37.5k MT		
		Zinc in concentrates	218.3k MT		
		Lead in metal	11.8k MT		
		Lead in concentrates	37.6k MT		
		Copper in concentrates	1.7k MT		
		Silver in metal	783k toz		
		Silver in concentrates	7,681k toz		
		Tin in concentrates	1.1k MT		

Notes:

- (1) Controlled industrial assets and joint ventures only, except as stated. Production is on a 100 per cent. basis, except as stated.
- (2) Interest as at April 30, 2013.
- (3) The Brunswick mine is expected to cease operations in the first half of 2013.
- (4) The Group's pro rata share of CEZ production (25 per cent.).
- (5) The Persévérance mine is expected to cease operations in the first half of 2013.
- (6) Joint with the copper commodity division. The Group's pro rata share of Antamina production (33.75 per cent.).
- (7) As of April 30, 2013, the Group's ownership interest in the Perkoa project is 59.3 per cent.
- (8) As announced by Blackthorn on March 13, 2013, the Group will provide additional equity funding to the Perkoa project during the course of 2013. Blackthorn will sell-down its ownership interest in the Perkoa Project by 12.6 per cent. such that, following the full equity funding Blackthorn's ownership interest will be 27.3 per cent. This will result in the Group's ownership interest in the Perkoa project rising to 62.7 per cent. The Burkina Faso government's ownership interest in the Perkoa project will remain at 10 per cent. The Group also holds 13 per cent. in Blackthorn.

Kazzinc (Kazakhstan)

Kazzinc

The Group owns 69.69 per cent. of Kazzinc, a fully integrated zinc producer with significant copper, precious metals and lead resources in Kazakhstan. Kazzinc owns three major polymetallic facilities, Zyrianovsk, Ridder and Ust-Kamenogorsk, as well as a gold mining operation, Vasilkovskoye in Kokshetau. Kazzinc's major operations are located primarily in Eastern Kazakhstan, spread over six towns. In total, Kazzinc operates six mines and an ore stockpile, two concentrators, two zinc smelters, a gold recovery plant, a

recently completed copper smelter, a recently upgraded lead smelter and a precious metals refinery. Kazzinc also owns and operates a variety of auxiliary units which support its mining, smelting and refining operations.

Kazzinc's gold assets include its 100 per cent. ownership interest in Ridder-Sokolny and Vasilkovskoye. Vasilkovskoye is located in the Akmola region, 17 kilometers to the north of the city of Kokshetau, and is the largest gold mining and processing operation in Kazakhstan.

Kazzinc's new copper smelter, commissioned in August 2011, is in ramp-up phase and operating at 80 per cent. of design capacity. It is expected to reach design capacity in 2013. The IsaSmelt lead smelter was successfully commissioned in August 2012. Kazzinc is also currently finalizing the feasibility study for its Dolinnoye-Obruchevskoye gold deposit.

On October 11, 2012, the Group announced completion of the acquisition of an 18.91 per cent. ownership interest in Kazzinc from Verna Investments in consideration of the issue of 176,742,520 new Glencore shares and cash payment of US\$ 400 million. On February 7, 2013, Samruk-Kazyna, Kazakhstan's sovereign wealth fund, acquired a 29.82 per cent. stake in Kazzinc from Verna Investments.

On February 19, 2013, Kazzinc acquired gold producer Orion Minerals at a cost of US\$ 179 million, with resources of approximately 70 tonnes.

Australia

Mount Isa

The Group owns 100 per cent. of the Mount Isa operations, which are located in north-west Queensland and consist of the Black Star and Handlebar Hill open cut zinc/lead/silver mines and the George Fisher and Lady Loretta underground mines; a zinc/lead concentrator and a lead smelter. Ore from these mines is concentrated at Mount Isa, producing separate zinc and lead concentrates. The zinc concentrate produced at Mount Isa is either transported to the Group's zinc smelters for further processing or sold to third parties, while the lead concentrate is smelted on site at the Mount Isa lead smelter, with the lead bullion being shipped to the Northfleet lead refinery in the United Kingdom for processing.

Final approvals were received in September 2010 for an AUD274 million expansion of the George Fisher underground mine to increase production by 28 per cent. by 2013. First ore was delivered six months ahead of schedule at the 1 million tonnes per annum mine expansion at George Fisher.

The Black Star Open Cut Deeps development commissioned at the end of 2011 will extend the life of the open cut by four years to 2015 at current production rates. The project is expected to add 15 million tonnes of ore to the production profile at a rate of 4.5 million tonnes per annum.

In 2011, the Group approved the construction of the greenfield Lady Loretta zinc-lead-silver mine in north-west Queensland at a capital cost of AUD246 million to produce an annual average of 126,000 tonnes of zinc in concentrate and 40,000 tonnes of lead in concentrate over 10 years. In 2012, the Group revised Lady Loretta's mining plan to commence extracting ore one year earlier than planned, in late 2012, and increased planned annual ore production from 1 million to 1.6 million tonnes from 2015. Full-scale commercial mining will begin in mid-2013, delivering at full production an estimated 1.6 million tonnes of ore per annum.

McArthur River

The Group owns 100 per cent. of the McArthur River mine, which is located in the Northern Territory and produces a bulk zinc/lead/silver concentrate and a separate zinc concentrate. These concentrates are predominantly sold to third parties; some minor volumes are also sold to the Group's own smelters in Europe. The McArthur River operation consists of an open pit mine using conventional drilling, blasting, loading and hauling methods; processing using crushing, grinding and flotation to produce a bulk zinc and lead

concentrate; and a loading facility at Bing Bong, where the concentrate is transferred to barges and then loaded onto ships offshore.

In August 2012, the Group approved a US\$ 360 million investment to more than double capacity at the McArthur River mine from 2.5 million tonnes of ore to 5.5 million tonnes per annum from 2014. The McArthur River mine Phase 3 Development Project is expected to increase annual zinc production to 380,000 tonnes and lead production to 93,000 tonnes. Advanced processing technology on site is expected to enable McArthur River mine to produce a separate zinc concentrate generally acceptable to conventional smelters from its bulk zinc-lead concentrate. This expansion is subject to final Australian Government approval.

Europe

Portovesme

The Group owns 100 per cent. of Portovesme, a zinc and lead smelter located in Sardinia, Italy, which is Italy's only primary zinc and lead smelter. Portovesme is an integrated metallurgical smelting complex with both primary and secondary smelting activities, including an electrolytic zinc plant, a lead smelter, Waelz kilns and a lead and precious metals refinery. The plant has a production capacity of approximately 140,000 tonnes per annum of zinc metal and approximately 80,000 tonnes per annum of lead metal, including a solvent extraction circuit, started in December 2012, which enables it to process its zinc oxide production into zinc metal.

San Juan de Nieva

The San Juan de Nieva smelter is 100 per cent. owned by the Group and is located in Asturias on the northern coast of Spain, adjacent to the port of Avilés. It is one of the largest and most efficient electrolytic zinc smelters in the world. The smelter produces SHG zinc and a range of casting and galvanizing alloys as well as sulfuric acid, copper cements and lead-silver concentrates.

The Arnao plant is located five kilometers from the San Juan de Nieva smelter and produces zinc oxide by distillation, using as raw material the melting and casting drosses produced at the San Juan de Nieva smelter. The Arnao plant also manufactures lead anodes for the San Juan smelter.

The Hinojedo plant is located in Cantabria on the northern coast of Spain, 180 kilometers from the San Juan de Nieva smelter. The Hinojedo plant is a roasting plant that produces liquid sulfur dioxide and impure zinc oxide, so-called calcine, that is either transported to the San Juan de Nieva smelter or the Nordenham smelter in Germany.

Nordenham

The 100 per cent. owned Nordenham electrolytic zinc smelter, designed in 1972 with a capacity of 150,000 tonnes, is located on the north-west coast of Germany. It receives zinc concentrates from Australia, Canada, Peru and Europe to produce refined zinc that is sold to third party customers. Approximately 75 per cent. of the products are sold in Germany, and 25 per cent. are sold in neighboring countries.

At Nordenham, the construction of the Group's proprietary hydrometallurgy technology demonstration plant was completed in early January 2011. The plant is an alternative route for processing bulk concentrate from McArthur River. This development enables the Group to substitute zinc/calcine feed from Spain with McArthur River bulk concentrate.

Northfleet

The Northfleet lead refinery is 100 per cent. owned by the Group and is located at Gravesend in the United Kingdom. It processes lead bullion from the Mount Isa operation to produce 99.99 grade refined lead and lead alloys together with 99.9 grade silver.

North America

Brunswick and Brunswick Smelting

The Brunswick operations are 100 per cent. owned by the Group and are located in New Brunswick, Canada. The operations comprise the Brunswick zinc-lead mine and the Brunswick lead smelter-refinery. The Group produces lead concentrates at the Brunswick mine and procures and processes lead/silver concentrates, residues and recycled materials at the Brunswick smelter.

Zinc concentrates are shipped to the Canadian Electrolyte Zinc Limited (“CEZ”) refinery and to the Group’s smelters in Europe.

The Brunswick mine is expected to cease operations in the first half of 2013 after almost 50 years of operation, and different scenarios are being evaluated to keep the Brunswick smelter-refinery open beyond the closure of the Brunswick mine.

CEZ refinery

The CEZ electrolytic zinc refinery, located in Quebec, is owned by Noranda Income Fund (“NIF”) in which the Group owns a 25 per cent. interest. Through its interest in NIF, the Group’s effective ownership in the CEZ refinery is 25 per cent. The Group procures and processes zinc concentrate at the CEZ refinery. The raw material feed stream for the CEZ refinery is managed through a combination of third party purchases and the integrated mine production of the Group. This allows the Group to take advantage of transport cost differentials and the treatment capabilities of its refineries. Concentrate purchases originate from local mines and, subject to market conditions, offshore mines. The Group has an agreement to supply NIF between 520,000 and 550,000 dry tonnes of zinc concentrates per annum until May 2017.

Persévérance

The 100 per cent. owned Persévérance zinc-copper mine is located in Quebec, Canada and produces both zinc and copper concentrates with substantial gold and silver credits.

The Group expects the Persévérance deposit to become depleted and to cease operations in the first half of 2013, although the Group will continue operating the concentrator with the nearby developing Bracemac-McLeod project (a 65 per cent. joint venture), which is scheduled to commence operations during the first half of 2013.

Antamina (Peru)

Antamina

Antamina is a joint operation with the Group’s copper commodity division. The operation’s concentrator is considered to be the world’s largest polymetallic processing plant, treating ores containing copper, zinc, molybdenum, silver and lead. See the description of this operation under the heading “Copper” for further details. The Group has a 33.75 per cent. interest in Antamina.

Other Zinc

Los Quenuales

The Group owns 97.6 per cent. of Los Quenuales, a zinc and lead producer in Peru with mining operations at Iscaycruz and Yauliyacu. The remaining 2.4 per cent. is indirectly listed on the Lima Stock Exchange. Both operations consist of underground and open pit mines and concentrators, producing zinc, lead and copper concentrates.

Los Quenuales recently received community approval to develop a new ore area at Iscaycruz (Santa Este), which has estimated ore resources of 5 to 7 million tonnes. The mine is expected to be operational in the last

quarter of 2013 and will reach an annual production of 20,000 tonnes of zinc contained in concentrates in 2014.

Sinchi Wayra

The Group owns 100 per cent. of Sinchi Wayra, a company which operates four mining units and concentrating facilities in the Oruro and Potosi regions of Bolivia. Collectively, the mines have a current production capacity of approximately 100,000 tonnes of zinc in concentrate and approximately 10,000 tonnes of lead in concentrate per annum.

On June 22, 2012, the Group announced that it had received a signed Supreme Decree from the Government of Bolivia, nationalizing the Colquiri mine in the Bolivian province of La Paz with immediate effect. The Group strongly protested the action taken by the Government of Bolivia and reserved its right to seek fair compensation pursuant to all available domestic and international remedies. Negotiations with the Bolivian government to amend Sinchi Wayra's mining contracts in accordance with the new constitution are on-going.

AR Zinc

The Group owns 100 per cent. of AR Zinc, an integrated zinc and lead mining operation in Argentina. AR Zinc's operations are at three locations and comprise the Aguilar underground and open pit mine and concentrator plant, the Palpala lead smelter (both located in Jujuy province), and the AR Zinc smelter, located in Rosario, Argentina. The current smelting capacities are approximately 40,000 tonnes per annum of zinc metal and approximately 15,000 tonnes per annum of lead metal.

Rosh Pinah

In June 2012, the Group, through a subsidiary, completed the acquisition of an 80.08 per cent. interest in Rosh Pinah a zinc mining business in Namibia, for total consideration of approximately US\$ 150 million. Rosh Pinah operates an underground zinc/lead mine in south-western Namibia. The mine has a current production capacity of approximately 50,000 tonnes per annum of zinc in concentrate and approximately 10,000 tonnes per annum of lead in concentrate.

Perkoa

The Group currently owns 50.1 per cent. of the Perkoa project and, in addition, has acquired a 13 per cent. interest in Blackthorn Resources which is its joint venture partner with a 39.9 per cent. interest in Perkoa. The remaining interest is held by the Government of Burkina Faso. The Perkoa project is a zinc mine under construction in Burkina Faso which is currently on-going. The Group is the operator and manager of the Perkoa project. The mine is expected to produce approximately 80,000 tonnes of Zinc contained in concentrate following a period of production ramp up.

Zinc development projects

The Group also has a portfolio of zinc development projects in Australia, Europe and Canada. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Nickel

The table below shows the nickel commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Integrated Nickel Operations					
Sudbury	Canada	Nickel in concentrates Copper in concentrates Cobalt in concentrates	26.6k MT 57.8k MT 0.5k MT	100%	—
Raglan	Canada	Nickel in concentrates Copper in concentrates Cobalt in concentrates	28.6k MT 7.1k MT 0.6k MT	100%	—
Nikkelverk.....	Norway	Nickel metal Copper metal Cobalt metal	91.7k MT 37.9k MT 3k MT	100%	—
Total Integrated Nickel Operations ...		Nickel metal Nickel in concentrates Copper metal Copper in concentrates Cobalt metal Cobalt in concentrates	91.7k MT 55.2k MT 37.9k MT 64.9k MT 3.0k MT 1.1k MT		
Falcondo					
Falcondo.....	Dominican Republic	Nickel in ferronickel	15.2k MT ⁽²⁾	85.3%	10% Government of Dominican Republic; 4.1% Franco-Nevada Corporation; 0.6% Others
Australia					
XNA ⁽³⁾	Australia	Nickel in concentrates Copper in concentrates Cobalt in concentrates	11.7k MT 0.6k MT 0.3k MT	100%	—
Murrin Murrin	Australia	Nickel metal Cobalt metal	36.4k MT 2.5k MT	100%	—
Total Australia.....		Nickel metal Nickel in concentrates Copper in concentrates Cobalt metal Cobalt in concentrates	36.4k MT 11.7k MT 0.6k MT 2.5k MT 0.3k MT		
Koniambo					
Koniambo	New Caledonia	Ferronickel	N/A ⁽⁴⁾	49% ⁽⁵⁾	51% Société Minière du Sud Pacifique (SMSP)

Notes:

- (1) Controlled industrial assets and joint ventures only, except as stated. Production is on a 100 per cent. basis, except as stated.

- (2) Currently operating at 50 per cent. of capacity since its restart in February 2011.
- (3) The Cosmos was placed on care and maintenance during the third quarter in 2012.
- (4) Greenfield project under commissioning. Ramp-up to full production expected by the end of 2014.
- (5) Economic interest is approximately 90 per cent.

Integrated Nickel Operations

Sudbury

The Group owns and operates the Sudbury mines and milling operations in Canada, including Nickel Rim South (commissioned in April 2010), the Fraser Mine Complex (restarted in 2010) and the Strathcona mill which processes ores from the owned Sudbury mines and those from third party custom sources.

A partnership to extend the Fraser Mine Complex to enable mining of Vale-owned, mainly copper ore bodies was announced in late 2011. The Group has also approved the US\$ 119 million Fraser Morgan project in Sudbury to add 6,000 tonnes and 2,000 tonnes per year of nickel and copper, respectively, while extending the life-of-mine of the Fraser Complex by five years to 2025. The Fraser Morgan project is scheduled to deliver first ore in the second quarter of 2013, with bulk mining scheduled to commence in the third quarter of 2013.

Sudbury Smelter

In Canada, the wholly owned Sudbury Smelter treats nickel concentrate from the Strathcona mill along with Raglan and Australian concentrates and custom feed from other sources. The Sudbury Smelter has the capacity to produce approximately 75,000 tonnes per annum of nickel in matte and 24,000 tonnes per annum of copper in matte. The matte produced is transported to the Nikkelverk refinery in Norway for further processing.

Raglan

The Group owns and operates the Raglan mine and milling operations in the far north region of Quebec, Canada.

In 2011, the Group approved a significant expansion to mining operations and infrastructure to increase Raglan's nickel output capacity by approximately 40 per cent. to 40,000 tonnes per annum at a capital cost of C\$552 million (US\$ 530 million). The project entails the development of two, high-grade ore zones and an associated upgrade of Raglan's concentrator. Production is expected to commence from the new mining zones in 2014.

Nikkelverk

In Norway, the Group's operations center on the wholly-owned Nikkelverk refinery and a sulfuric acid plant. The facilities process matte from the Sudbury Smelter and custom feed from third party smelters. The refinery has an annual capacity of approximately 92,000 tonnes of nickel, 39,000 tonnes of copper and 5,200 tonnes of cobalt. The sulfuric acid plant's capacity is approximately 115,000 tonnes per annum of sulfuric acid. Debottlenecking of nickel production at the Nikkelverk operation was achieved through a series of process and productivity improvements which enabled increased capacity in the leach and purification sections and in the tankhouse.

Falcondo

In the Dominican Republic, the Group owns 85.3 per cent. of Falcondo, which holds a mining concession and owns mining and mineral processing facilities for the production of ferronickel. The other shareholders of Falcondo are the Government of the Dominican Republic (10 per cent.), Franco-Nevada Corporation (approximately 4.1 per cent.) and various individuals (approximately 0.6 per cent.).

The Falcondo operation was restored from care and maintenance in February 2011 and the first full year of production at the operation with 50 per cent. capacity was achieved in 2012. Falcondo has traditionally been a swing producer as oil prices comprised the majority of the operation's costs for self-generation of power, but recently it converted to procured electricity.

Australia

XNA

In Australia, the Group owns and operates XNA, which consists of the Cosmos nickel mine in the Mt. Keith-Leinster region of Western Australia and the Sinclair nickel mine located 100 kilometers to the south. To date, six nickel sulfide deposits have been discovered within the vicinity of the Cosmos operation: the Cosmos, Cosmos Deeps, Alec Mairs, Prospero, Tapinos and Odysseus deposits. Cosmos operations were placed on care and maintenance in September 2012 due to adverse market conditions. At the Sinclair operation, production is sourced exclusively from one underground mine. Current reserves will be exhausted in the second quarter of 2013. At this point a decision to place on care and maintenance will take place, subject to market conditions. There is some known resource in the area.

Murrin Murrin

The Group owns 100 per cent. of the Murrin Murrin operation which is one of Australia's largest nickel producers and is one of the top 10 producers of nickel in the world. The plant has a current annual production capacity of 40,000 tonnes of nickel and 3,500 tonnes of cobalt.

Nickel development projects

The Group also has a portfolio of nickel development projects in New Caledonia, Brazil and Tanzania. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Koniambo

Construction was materially complete on Line 1 at the Koniambo ferronickel operation in New Caledonia in November 2012. Following the Line 1 Furnace heat-up during February 2013 and the successful testing of all components of the mining and smelting process, the Group generated commercial-grade ferronickel during April 2013, in line with its commissioning and ramp-up plans. Ramp-up to full production is targeted to complete by the end of 2014, delivering a world-class nickel operation with low second quartile costs into the Group's portfolio. The initial mine life of 25 years with an annual production of 60,000 tonnes of nickel in ferronickel can be extended to more than 50 years of economic operation, with the potential for brownfield limonite and saprolite expansions concurrent to or beyond the current 25-year plan.

Aluminum/Alumina

The table below shows the aluminum/alumina commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production	Group ownership interest	Remaining ownership interest
Sherwin Alumina....	U.S.	Alumina	1,379k MT	100%	—

Sherwin Alumina

The Group owns 100 per cent. of an alumina refinery processing plant, Sherwin Alumina, which is located near Corpus Christi, Texas, in the U.S.. The plant produces two main classes of products: smelter-grade alumina (production capacity of 1.4 million tonnes per annum) and hydrate chemical-grade alumina (production capacity of 0.2 million tonnes per annum). The Group provides or arranges all of the bauxite Sherwin Alumina requires for its refinery and processing operations. The Group also purchases and markets all of the alumina that Sherwin Alumina produces.

Century Aluminum

The Group has an interest in 46.6 per cent. (representing the Group's economic interest, comprising 41.8 per cent. voting interest and 4.8 per cent. non-voting interest.) of Century Aluminum, a company listed on the NASDAQ with aluminum smelting and refining operations in the U.S. and Iceland and interests in other production facilities in China and the Netherlands. Century Aluminum's primary aluminum assets include three wholly-owned smelters: Nordural in Iceland; Hawesville in Kentucky, U.S.; and Ravenswood in West Virginia, U.S., which have production capacities of approximately 260,000 tonnes, 244,000 tonnes and 170,000 tonnes per annum, respectively. Century Aluminum also owns a 49.67 per cent. ownership interest in the Mount Holly smelter in South Carolina, U.S., which has a production capacity of approximately 224,000 tonnes per annum. Century Aluminum produced approximately 647,000 tonnes of primary aluminum in 2012. Century Aluminum is also working towards possible construction of a primary aluminum facility in Helguvik, Iceland, which is currently contemplated to have a rated capacity of up to 360,000 tonnes per annum.

The Group entered into two cash-settled total return swaps over 10.3 per cent. of Century Aluminum's common shares. The swaps provide the Group with additional economic exposure (over and above its 46.6 per cent. interest) to changes in Century Aluminum's share price.

UC Rusal

The Group owns 8.75 per cent. of UC Rusal, a vertically integrated upstream aluminum company listed on the HKSE, Euronext Paris and the Russian stock exchanges MICEX and RTS. In addition to its mining and refining operations, UC Rusal also holds a 25 per cent. stake in Norilsk Nickel (to be increased to 27.8 per cent. following redemption of Norilsk Nickel treasury shares and sale of certain shares by UC Rusal to Millhouse). The Group has agreed to purchase alumina and aluminum from UC Rusal under multi-year contracts for substantial tonnages. These contracts are the subject of an arbitration, which is underway.

Ferroalloys

The Group is one of the world's largest and among the world's lowest cost integrated ferrochrome producers, one of the largest producers of primary vanadium and a growing producer of platinum group metals. The Group also owns carbon operations which supply key raw materials to its ferrochrome production operations.

The table below shows the ferroalloys commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production	Group ownership interest	Remaining ownership interest
Ferro Manganese operations	France, Norway	Ferro manganese	145.9k MT ⁽¹⁾	100%	—
Silicon Manganese operations	Norway	Silicon manganese	98.3k MT ⁽¹⁾	100%	—

Operation	Location	Commodity	2012 production	Group ownership interest	Remaining ownership interest
Ferrochrome					
Chrome mines	South Africa	Chrome		79.5%	20.5% Merafe Resources Limited ⁽²⁾
Ferrochrome smelters and refineries.....	South Africa	Ferrochrome		79.5%	20.5% Merafe Resources Limited ⁽²⁾
Total Ferrochrome ..		Ferrochrome	938k MT ⁽³⁾		
Platinum Group Metals					
Mototolo joint venture.....	South Africa	Platinum group metals		37%	50% Anglo American Platinum Limited 13% Kagiso Platinum Venture Pty Ltd
Eland Platinum	South Africa	Platinum group metals		74%	26% Ngazana consortium
Total Platinum		Platinum	80k toz ⁽⁴⁾		

Notes:

- (1) Full annual production, including period prior to Glencore ownership.
- (2) Merafe Resources Limited has an option to increase its participation interest to 26 per cent., including through the disproportionate funding of future expansion projects.
- (3) Reflects the Group's 79.5 per cent. attributable interest in the PSV. The Group's ownership interest in the ferrochrome smelters and refineries are the same as the PSV with Merafe, except the Lydenburg plant in which it has a 69.6 per cent. interest, with Mitsui Minerals Development South Africa holding a 12.5 per cent. interest. The ownership interests of the Group and Merafe in the Lydenburg plant reflect the contribution of an 87.5 per cent. interest in such plant to the PSV.
- (4) Consolidated 100 per cent. of Eland Platinum and 50 per cent. of Mototolo.

Ferro Manganese and Silicon Manganese Operations

In November 2012, the Group completed the acquisition of Vale's European manganese ferroalloy operations for a cash consideration of US\$ 160 million. Located in Dunkirk, France and Mo I Rana, Norway, the operations currently have the capacity to produce approximately 150,000 tonnes and 110,000 tonnes of manganese ferroalloys per annum, respectively.

Ferrochrome

Chrome mines

The Group has a Pooling and Sharing Venture ("PSV") with Merafe Resources Limited ("Merafe") in South Africa. The Group's chrome operations consist of seven operating chrome mines and 20 ferrochrome furnaces, all of which are managed through the PSV with Merafe. The assets are managed along with all of the other PSV assets by the joint board of the PSV. The Group's attributable interest in the PSV is 79.5 per cent. In line with the BEE requirements of the MPRDA, Merafe has the option to increase its participation interest in the PSV to 26 per cent., including through the disproportionate funding of future expansion projects.

The Merafe PSV approved the construction of a new 600,000 tonne per annum pelletizing and sintering plant at its Rustenburg operations. Construction of Project Tswelopele completed on time, in October 2012, within its capital budget of US\$ 114 million, and reached design production capacity within the first month of operation. The plant will agglomerate some of the additional UG2 from the Lonmin operations, significantly improving operational efficiencies and costs and delivering environmental improvements.

Ferrochrome smelters

The Group also owns the following ferrochrome smelters in South Africa as part of the PSV arrangement: Lion; Rustenburg; Wonderkop; Lydenburg; and Boshhoek.

PGM

Mototolo joint venture

The Mototolo platinum mine is a 50:50 joint venture between Anglo American Platinum Limited and XK Platinum Partnership (74 per cent. of which is held by the Group and 26 per cent. of which is held by the Kagiso Tiso Platinum Venture Pty Ltd), situated both within and adjacent to the Group's Thorncliffe Chrome Mine on the Eastern Limb of the Bushveld Complex. The Group manages the mining operations, while Anglo American Platinum Limited manages the concentrator operations. Mototolo produces approximately 200,000 (4E) troy ounces of platinum group metals in concentrate per annum, of which the Group's attributable share of production is 37 per cent.

Eland Platinum

Through its ownership of Eland, the Group owns a 74 per cent. interest in the Eland platinum mine and concentrator (with the remaining 26 per cent. interest held by its BEE partner, the Ngazana consortium). Eland is currently in the process of decline shaft sinking and ore reserve development and is projected to produce approximately 427,000 (4E) troy ounces of platinum group metals in concentrate per annum at steady state production levels. The underground operations at Eland have commenced their ramp-up process, with ore reserve development and initial production having started on the initial mining levels, whilst full capacity of 5.4 million tonnes per annum is planned to be reached during 2018. The Eland platinum mine also holds further exploration rights in close proximity to the current operations, namely Zilkaatsnek and Schietfontein as well as two additional exploration properties: the first property being contiguous to Elandsfontein (*Madibeng*), with the second property located near Anglo American Platinum Limited's Rustenburg Mine (*Beestkraal*). Both properties provide future platinum group metals project development potential.

Lonmin

Between August and October 2008, Xstrata acquired a stake of 24.9 per cent. in platinum producer Lonmin. On December 11, 2012, Lonmin completed a US\$ 817 million rights issue and the Group, through Xstrata participation, maintained its 24.9 per cent. stake. Lonmin, which is listed on the London and Johannesburg Stock Exchanges, is one of the world's largest primary producers of PGMs. Lonmin's operations are situated in the Bushveld Complex in South Africa, where nearly 80 per cent. of known global PGM resources are found. Lonmin's operations span mining, processing and marketing.

Vanadium

Rhovan

The Group's vanadium operations consist of its Rhovan plant, which is an integrated mining and vanadium processing plant that produces vanadium pentoxide (V_2O_5) and ferrovanadium (FeV). In 2009, transaction agreements were concluded with the Bakwena-Ba-Mogopa traditional community giving them a 26 per cent. participation in the vanadium business through a PSV, similar to the Merafe PSV.

The Group is currently reducing its electricity usage across both the ferrochrome and vanadium operations due to power supply restrictions applied by South Africa's electricity utility Eskom. While the Group anticipates that power shortages will continue to limit ferrochrome supply in South Africa over the next five years until new generating capacity comes on line, it believes it is relatively well positioned with its energy efficient and proprietary Premus smelter technology (which is a substantial modification of the highly efficient closed-furnace and pelletizing technology) and the flexibility afforded through its 20 furnace operations spanning five sites.

Ferroalloys development projects

The Group also has a portfolio of ferroalloys and PGM development projects in South Africa. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Iron Ore

The table below shows the iron ore commodity division's principal investments in development assets as of December 31, 2012, unless indicated otherwise:

<u>Operation</u>	<u>Location</u>	<u>Commodity</u>	<u>2012 production</u>	<u>Group ownership interest</u>	<u>Remaining ownership interest</u>
El Aouj	Mauritania	Iron ore	N/A ⁽¹⁾	44.08% ⁽²⁾	50% Société Nationale Industrielle et Minière de Mauritanie (plus 11.84% non-controlling shareholders in Sphere Minerals Limited)
Askaf	Mauritania	Iron ore	N/A ⁽¹⁾	79.34% ⁽²⁾	10% Société Nationale Industrielle et Minière (plus 11.84% non-controlling shareholders in Sphere Minerals Limited)
Lebtheinia.....	Mauritania	Iron ore	N/A ⁽¹⁾	88.16% ⁽²⁾	11.84% Non-controlling shareholders in Sphere Minerals Limited
Zanaga	Republic of Congo	Iron ore	N/A ⁽¹⁾	50% (plus one share)	50% (less one share) Zanaga Iron Ore Company

Notes:

- (1) Development project.
- (2) Represents the Group's ownership interest through its 88.16 per cent. ownership interest in Sphere Minerals Limited.

Iron ore development projects

Significant progress was made in 2012 on upgrading the ore resource and reserves in both Mauritania and the Republic of Congo. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

El Aouj, Askaf and Lebtheinia

In November 2010, the Group took control of Sphere, which has interests in three iron ore projects in Mauritania in West Africa. Following an equity raising in July 2011, the Group now owns 88.16 per cent. in Sphere. The large-scale Guelb el Aouj project is a 50:50 joint venture with Société Nationale Industrielle et Minière (“SNIM”), Mauritania’s majority state-owned iron ore producer. This project is currently in the pre-feasibility study phase following an agreement being reached with SNIM on the project development pathway. The Lebtheinia resource, located 145 kilometers from the port of Nouadhibou is in the concept study phase, while the Askaf project, located 35 kilometers south of Guelb el Aouj is in the final stages of feasibility and the exploitation license for the project was granted in the third quarter of 2012.

Zanaga

In February 2011, the Group elected to exercise its option to acquire 50 per cent. plus one share in Jumelles with respect to the Zanaga iron ore project in the Republic of Congo (Brazzaville). The Group is currently undertaking pre-feasibility studies for this project.

Marketing activities

Each commodity division in the Metals and Minerals business segment has a global presence, sources commodities from key producing regions and has relationships with consumers in the key consuming countries. The Metals and Minerals business segment is involved in the marketing and processing of zinc, copper, lead, bauxite, nickel, cobalt, alumina, primary aluminum, bulk ferroalloys (including ferrochrome and chrome ore, ferromanganese, silicon manganese, manganese ore and ferrosilicon), noble ferroalloys (vanadium and molybdenum products) and iron ore. The business segment also markets some gold, silver, tin and other by-products such as sulfuric acid.

The business segment benefits via supply from an extensive and geographically diverse portfolio of industrial assets. Supply agreements with third parties, combined with supply from industrial assets, enhance the Group’s reputation as a reliable supplier, which is important for customers who are reliant on both timeliness and quality of supply for the continuation of their operations.

Across the Metals and Minerals business segment, there is a diversified and geographically dispersed customer base. For the copper and zinc commodity divisions, this includes galvanizers, alloy producers, steel and brass mills, rod and wire producers and other fabricators. The customer base for the aluminum/alumina commodity division includes many of the world’s major alumina consumers and aluminum consuming industrial groups in the construction, packaging, transport and electronics industries. For the nickel, ferroalloys and iron ore commodity divisions, large multinational European, American and Asian businesses across the transportation and carbon, stainless steel and other special steel industries make up a large part of the customer base. The main end uses for cobalt are currently rechargeable batteries and super-alloys. The concentrate markets for the commodities marketed by the Metals and Minerals business segment has fewer customers (smelters) than the refined metals market. Diversification is larger for customers than for suppliers, reflecting a greater number of end users for metals and concentrates relative to the number of mines, smelters and refineries which produce them.

Contracts for the commodities marketed by the Metals and Minerals business segment are both spot and long-term, with prices negotiated based on prevailing market prices. Long-term contracts are usually one to three years in duration, with pricing terms either linked to industry publication or LME prices or negotiated on a periodic basis having regard to prevailing market conditions.

The physical metal trades are generally based on an exchange price plus or minus a premium or discount. A highly liquid paper futures market exists for zinc, copper, lead and nickel metals, which are traded on the LME (zinc, copper, lead and nickel), the SHFE (copper and zinc) and the COMEX (copper). Silver and gold are traded on the LBMA and the COMEX. These exchanges allow the Group’s underlying commodity price

exposures on physical transactions to be hedged, whether the price is based on an exchange price or a fixed price. If desired, and subject to Group risk limits and policies, they also allow the Group to gain exposure to price risk and spread positions through the use of long and short paper transactions, and to take advantage of arbitrage opportunities. Concentrates are non-fungible products and, consequently, are not directly tradable on an exchange. The Group hedges physical concentrate positions using future contracts for the estimated payable metal contained in the concentrate.

Alumina can only be stored for limited time periods in optimum conditions in order to maintain levels of quality. There is no derivatives exchange for alumina, which restricts the ability to hedge. As such, the Group is unable to adjust its position through a deliverable paper market and the great majority of near-term alumina forward purchase and sale contracts are physically matched. Short-term contracts are mostly based on a fixed price and long-term contracts are normally priced as a percentage of LME aluminum prices. Some of the LME-linked contracts have put/call features. Additionally, nascent efforts have been made to establish an alumina index pricing system. Where possible and desired, the Group hedges its exposure by contracting on a back-to-back basis or taking hedges against LME aluminum prices.

Primary aluminum is mainly traded on the LME, allowing paper and physical marketing contracts to be entered into with reference to a market price. Aluminum is also traded on the SHFE. This allows positions to be hedged and marked to market, as well as providing a purchaser of last resort. The LME provides information on forward curves, as well as a standardized contract that determines purity levels, delivery dates, weights and forms of the metal. Almost all of the Group's physical aluminum transactions are priced based on the LME price plus/minus a premium/discount. These are usually hedged when originated or priced. The existence of the LME allows the Group to enter into immediate and effective price risk hedges against its positions in physical aluminum. The existence and use of LME approved warehouses allow marketers to manage supply and store the metal while they lock in future prices on the LME. If desired, and subject to Group risk limits and policies, it also allows the Group to gain exposure to price risk and spread positions through the use of long and short paper transactions.

Marketing operations for cobalt, ferroalloys and iron ore principally involve marketing these commodities through physical, as opposed to paper, transactions. Whilst the LME launched trading platforms for cobalt and molybdenum in February 2010, volumes are currently low, and these exchanges are therefore still relatively illiquid and, as a result, there is limited possibility to achieve effective paper hedging through a metals exchange. However, the Group has developed and offers financial products, such as cash-settled swaps, for cobalt and molybdenum as a means of managing the risk in respect of its physical exposures in these commodities.

In 2008, the LME and Singapore Exchange Ltd. each launched an exchange for iron ore. Volumes traded on these exchanges are currently relatively low but rapidly increasing and, as such, these exchanges are still relatively illiquid, but are increasingly sufficiently useful for Group risk management purposes.

The marketing teams for the different commodities in the Metals and Minerals business segment are supported by corresponding traffic teams which are responsible for executing transactions following the negotiation of the key contractual terms and for managing metals along the supply chain through inventory, financing and transportation from source to end customers. The traffic teams are also responsible for producing information to enable the marketers to make informed transactions.

Although important, the freight component of final price is not as critical for metals as for bulk dry cargoes (e.g. coal, grains and iron ore) and oil. Freight relating to the commodities marketed is generally chartered through third party freight brokers on competitive terms, taking into account the Group's scale of activities, both on the spot market and through the longer-term contracts of affreightment.

The Group's competitors for copper, zinc and lead marketing include Trafigura and certain large financial institutions, which trade zinc, copper and lead as part of their core businesses but do not have significant production assets. The Group's competitors for alumina and aluminum marketing transact significant volumes of their own production. Production utilized by the aluminum smelters and downstream facilities of integrated companies such as Rio Tinto plc, Alcoa Inc. and Norsk Hydro ASA are significant. The majority of the Group's competitors for bulk products, ferroalloys, nickel and cobalt marketing compete primarily in upstream production, although some also have significant end product capabilities.

As announced on April 16, 2013, Glencore has committed to continue to supply Chinese customers with a minimum volume of copper concentrate annually under long-term contracts. In addition, Glencore has committed for the same period to continue to offer to supply Chinese customers with zinc concentrate and lead concentrate through long-term contracts and spot contracts.

Energy Products

The Group's Energy Products business segment produces and markets coal, coke, crude oil and oil products (such as fuel oil, heating oil, gasoline, naphtha, jet fuel, diesel and liquefied petroleum gas).

The activities of the Group's Energy Products business segment includes extensive ownership interests in controlled and non-controlled coal mining and oil production operations as well as investments in strategic handling, storage and freight equipment and facilities. The Group's energy products are marketed primarily through the Group's offices in London, Baar, Stamford and Singapore, with key support from a number of other locations, including Beijing, Moscow and Jakarta, in order to take advantage of geographical opportunities. The global teams operate in an integrated manner.

Coal

Industrial activities

The table below shows the coal commodity division's principal investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Australia coking coal					
Tahmoor complex.....	New South Wales, Australia	Coking coal		100%	—
Oaky Creek	Queensland, Australia	Coking coal		55%	25% Sumitomo 20% Itochu
Newlands.....	Queensland, Australia	Coking coal		55%	35% Itochu 10% Sumitomo
Collinsville.....	Queensland, Australia	Coking coal		55%	35% Itochu 10% Sumitomo
Total Australia coking coal.....	—	Coking coal	6.9 million MT		

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Australia thermal coal and semi-soft coal					
Bulga complex.....	New South Wales, Australia	Thermal coal & semi-soft coal		68.3%	13.3% JX Nippon Oil 4.4% Toyota 1.6% JFE Shoji 12.5% Nippon Steel Corporation
Baal Bone.....	New South Wales, Australia	Thermal coal	N/A ⁽²⁾	74.1%	5% Sumitomo 14.4% JX Nippon Oil 4.8% Toyota 1.7% JFE Shoji
Macquarie Coal Joint Venture	New South Wales, Australia	Thermal coal & semi-soft coal		80%	17% Marubeni 3% JFE Minerals
Liddell	New South Wales, Australia	Thermal coal		67.5%	32.5% Mitsui Matsushima
Mount Owen complex.....	New South Wales, Australia	Thermal coal & semi-soft coal		100%	—
Ulan ⁽³⁾	New South Wales, Australia	Thermal coal		90%	10% Mitsubishi
Ravensworth Operations.....	New South Wales, Australia	Thermal coal		100%	—
Ravensworth UG..	New South Wales, Australia	Semi-soft coal		70.2%	19.8% Marubeni 10% Posco
Ravensworth North ⁽⁴⁾	New South Wales, Australia	Thermal & semi-soft coal		90.0%	10% Itochu
Mangoola.....	New South Wales, Australia	Thermal coal		100%	—
Newlands	Queensland, Australia	Thermal coal		55%	35% Itochu 10% Sumitomo
Collinsville.....	Queensland, Australia	Thermal coal		55%	35% Itochu 10% Sumitomo
Rolleston ⁽⁵⁾	Queensland, Australia	Thermal coal		75%	12.5% Itochu 12.5% Sumitomo
Total Australia thermal coal and semi-soft coal.....	—	Thermal coal (Export) Thermal coal (Domestic) Semi-soft coal	43.8 million MT 5.1 million MT 4.3 million MT		
South Africa thermal coal					
Shanduka Coal ..	South Africa	Coal		49.99%	50.01% Shanduka Resources (Pty) Limited
Umcebo ⁽⁶⁾	South Africa	Coal		43.66% ⁽⁷⁾	56.34% privately held

Operation	Location	Commodity	2012 production⁽¹⁾	Group ownership interest	Remaining ownership interest
Optimum Coal...	South Africa	Coal		67.01%	32.99% privately held
Tweefontein complex.....	South Africa	Thermal coal		79.8%	20.2% African Rainbow Minerals
iMpunzi complex.....	South Africa	Thermal coal		79.8%	20.2% African Rainbow Minerals
Goedgevonden...	South Africa	Thermal coal		74%	26% African Rainbow Minerals
Total South Africa thermal coal		Thermal coal (Export)	21.1 million MT		
		Thermal coal (Domestic)	24.7 million MT		
Prodeco (Colombia) thermal coal					
Prodeco.....	Colombia	Coal	14.8 million MT ⁽⁸⁾	100%	—
Cerrejón (Colombia) thermal coal					
Cerrejón.....	Colombia	Thermal coal	11.6 million MT ⁽⁹⁾	33.3%	33.3% BHP Billiton 33.3% Anglo American
Total coal.....		Coal	132.3 million MT		

Notes:

- (1) Controlled industrial assets and joint ventures only, except as stated. Production is on a 100 per cent. basis, except for joint ventures, where the Group's attributable share of production is included.
- (2) The Baal Bone mine has ceased production and is now a training mine.
- (3) Includes Ulan West, which is currently in project execution.
- (4) Ravensworth North is currently in project execution.
- (5) Rolleston expansion phase one is currently in execution.
- (6) The Wonderfontein mine commenced production in December 2012.
- (7) Although the Group holds less than 50 per cent. of the voting rights, it has the ability to exercise control over Umcebo as a result of shareholder agreements.
- (8) Planned expansion to annualized production of 20 million MT by 2014.
- (9) The Group's pro rata share of Cerrejón production (33.3 per cent.). Phase one expansion currently in execution.

Australia coking coal

The Group's coking coal operations are located in Australia. The Tahmoor complex in New South Wales is 100 per cent. owned by the Group. The other mines are located in Queensland: Oaky Creek; Newlands; and Collinsville. The Group manages the Oaky Creek project, comprising the Oaky Creek No. 1 and Oaky Creek North underground mine. Oaky Creek is 55 per cent. owned by the Group, the other shareholders being Sumitomo (25 per cent.) and Itochu (20 per cent.). The Group also manages the Newlands-Collinsville-Abbot

Point joint venture with Itochu (35 per cent.) and Sumitomo (10 per cent.), which produces coking coal as well as thermal coal.

Australia thermal coal and semi-soft coking coal

New South Wales operations

The Group owns interests in 14 operating thermal coal mines and a number of development projects, most of which are located in or close to the Hunter Valley of New South Wales. Of these 14 mines, 13 are predominantly export mines, while the other mine primarily services domestic power generators. Expansions currently underway at a number of these mines will increase managed production beyond 60 million tonnes per annum. The Group has an attributable interest of 14 per cent. in the operator of the Port Waratah Coal Terminal, located at the port of Newcastle in New South Wales, and a consolidated interest of 33.3 per cent. in the Port Kembla Coal Terminal, located at the port of Wollongong in New South Wales.

Two major brownfield expansion projects are currently underway at Ravensworth North and Ulan West. When complete, these projects are expected to increase annual production by 8 million tonnes and 7 million tonnes, respectively. Both projects are on time and on budget and are expected to be completed during 2013 and 2014, respectively.

The Group's principal operating thermal coal mines in New South Wales are:

- the Bulga complex comprising the Bulga open cut mine and the Blakefield South underground mine, the latter where operations were suspended in January 2011 following an underground fire, but since resumed at the end of May 2012;
- the Baal Bone mine, which has ceased production and has been converted into a training mine;
- the Macquarie coal joint venture comprising the West Wallsend underground mine and the recently closed (in 2012) Westside mine;
- the Liddell open cut mine;
- the Mount Owen complex, comprising the North and West pits and the Glendell mine;
- the Ulan underground mine and the brownfield expansion project Ulan West;
- the Ulan open cut mine;
- the Ravensworth North operations, comprising Ravensworth operations and the brownfield expansion project Ravensworth North open cut mine;
- the Ravensworth underground mine; and
- the Mangoola open cut mine.

Queensland operations

The Group manages the Oaky Creek, Newlands-Collinsville-Abbot Point and Rolleston joint ventures and the Wandoan coal project. All of the operating thermal coal mines and projects of material value are located in the Bowen Basin in Queensland with the exception of the Wandoan coal project, which is located in the Surat Basin. The Group operates through the Abbott Point, Dalrymple Bay and Gladstone ports in Queensland. The Group has a 30 per cent. shareholding in the Wiggins Island Coal Export Terminal which is currently being constructed near Gladstone.

The Group's principal operating thermal coal mines in Queensland are:

- Newlands, being both an open cut and underground mine;
- the Collinsville open cut mine; and
- the Rolleston open cut mine.

At Rolleston in Queensland's Bowen basin, phase one of the expansion project to increase annual production from 9 million tonnes to 12 million tonnes commenced in 2012. This project is on track to be completed during the second half of 2013.

South African thermal coal

The South African thermal coal business comprises Shanduka Coal, Umcebo and Optimum Coal, as well as the Tweefontein and iMpunzi complexes and the Goedevonden mine.

Shanduka Coal

The Group owns 49.99 per cent. of Shanduka Coal, following completion of its disposal of a 20 per cent. interest (reducing its interest from 70 per cent. to 49.99 per cent.) to Shanduka Resources (Pty) Limited ("Shanduka Resources"), a South African BEE entity, while retaining management of the operation, as announced in June 2012. As a result, Shanduka Resources increased its interest from 30 per cent. to 50.01 per cent. In addition to the payment of a cash consideration of ZAR 368 million to the Group, Shanduka Resources transferred to Shanduka Coal its 30 per cent. shareholding in Kangra Coal, owner of the Savmore Colliery in the Ermelo coal fields of South Africa, with a current annual production capacity of 3 million tonnes of saleable coal, which exports approximately 1.7 million tonnes per annum of thermal coal. Although Shanduka Coal does not manage Savmore Colliery, it is represented on the Kangra Coal executive committee and will play an active role in the development of the Kusipongo project, the main development project of the colliery.

Shanduka Coal owns 100 per cent. of the Graspan Townlands Complex, located near Middelburg, South Africa, as well as the Springlake Colliery located near Newcastle, South Africa. These operating mines have an aggregate annual production capacity of 7 million tonnes of saleable coal. Shanduka Coal also owns 100 per cent. of the Leeuwfontein and Lakeside Collieries located near Kendal, South Africa, which are under care and maintenance pending further exploration, and the Bankfontein Colliery, the reserves of which have been exhausted and which is being prepared for closure.

Shanduka Coal produces both higher quality thermal and anthracite coal suitable for the export market and lower quality thermal coal sold largely to Eskom, the South African parastatal electric utility entity. The Group acts as marketing agent for Shanduka Coal's third party domestic coal sales, including its sales of lower quality coal to Eskom.

The definitive feasibility studies relating to the Springboklaagte and the Argent projects remain on track to be completed in May 2013.

Umcebo

The Group owns a 43.66 per cent. stake in Umcebo, an unlisted South African coal mining company, following completion of its acquisition in December 2011 for US\$ 123 million cash consideration, securing access to long-life resources from South Africa's principal coal field in Mpumalanga and to an eventual 1.5 million tonnes of export allocation in Phase V of the Richards Bay Coal Terminal. Umcebo has three thermal coal mines in operation (Middelkraal, Kleinfontein and Klippan) and a stand-alone wash plant, with an aggregate annual production capacity of approximately 7 million tonnes of saleable coal. Furthermore, the Wonderfontein mine started production in December 2012, with an annual saleable coal production capacity of 2.7 million tonnes at a steady state.

Although the Group holds less than 50 per cent. of the voting rights, it has the ability to exercise control over Umcebo as a result of the shareholder agreements which gives the Group management control.

Optimum Coal

The Group has a 67.01 per cent. effective interest in Optimum Coal Holdings Limited (“Optimum Coal”). During the second half of 2011, the Group acquired a 31.2 per cent. interest in Optimum Coal for US\$ 382 million. Following receipt of the applicable regulatory approvals, a consortium of the Group and Cyril Ramaphosa, a prominent South African businessman who is the Group’s local BEE partner, completed the acquisition of an additional interest in Optimum Coal on March 26, 2012, which increased the Group’s interest to 59.7 per cent. and involved the delisting of Optimum Coal. In compliance with the terms of the South African Companies Act and the takeover regulations promulgated under that Act, the consortium made a mandatory offer at a price of ZAR 38 per share to all remaining shareholders which concluded in June 2012 and pursuant to which the Group increased its effective interest to 67.01 per cent.

Optimum Coal consists of two separate operations; the first is the Optimum complex, which consists of four thermal coal mines, Kwagga North (open cast), Pullenshope (open cast and underground), Eikeboom (open cast) and Boschmanspoort (underground) and the second is Koorfontein (underground).

Optimum Coal exports approximately 8 million tonnes per annum of thermal coal through Richards Bay Coal Terminal and also supplies approximately 6 million tonnes to Eskom. Construction is well advanced at the Pullenshope underground brownfield project with first coal achieved in the first quarter of 2013, while licensing for the Koorfontein expansion project is expected in the second quarter of 2013, with construction expected to start immediately after licensing is obtained.

Xstrata Coal

The Group has a 79.8 per cent. effective interest in the Participating Coal Business (“PCB”) of Xstrata Coal and a 74 per cent. effective interest in the Goedgevonden Complex (“GGV”). ARM Ltd. and Arm Coal (Pty) Ltd. effectively hold the balance of the interest in the PCB and GGV. The chairman of Arm Ltd. is Patrice Motsepe, a prominent South African businessman, who is the local BEE partner. The PCB has two significant producing complexes, Tweefontein and iMpunzi, while the GGV complex is operated in a separate joint venture structure.

Tweefontein complex

The Tweefontein complex consists of seven thermal coal mines (opencast and underground) and four coal-handling preparation plants at Boschmans, South Witbank, Tavistock and Witcons, which are managed by the Group. Production and planning across these mines are coordinated to maximize exports of approximately 5 million tonnes per annum while also supplying approximately 3 million tonnes per annum of coal for domestic use. These operations have demonstrated significant productivity improvements at a number of mines over the last three years through introducing high capacity modern mining equipment and technology, improving mine operating procedures and training employees. The Tweefontein Optimisation Project (“TOP”) is currently being executed, and on completion, the complex will have transitioned to largely high capacity, lower cost, open cut operations. The TOP expansion, which will increase production for the combined complex to over 10 million tonnes per annum remains on track for completion in 2015.

iMpunzi complex

The iMpunzi complex consists of the iMpunzi North and East opencast thermal coal mines, a newly expanded coal handling and preparation plant at the ATCOM mines, and the iMpunzi mini pit opencast and dump reclamation operations feeding to the ATC coal handling and preparation plant, which produced a combined 6.3 million tonnes per annum, with over 85 per cent. destined for the export market. The Group owns surface rights in freehold in respect of most of the mines falling within the iMpunzi complex.

Goedgevonden

This complex consists of the Goedgevonden mine and associated coal reserve blocks. The complex is a greenfield development which was commissioned in 2009 and is now in steady state production with capacity to produce 7.5 million tonnes per annum, with approximately 50 per cent. destined for export markets and 50 per cent. destined for the domestic Eskom market. Pre-feasibility studies on an expansion project for Goedgevonden commenced in 2012, with completion of these studies expected in late 2014.

Effective January 1, 2012, the Group completed the sale of its Mpumalanga division comprising the Spitzkop and Tselentis mines and supporting coal assets and coal reserves to the Imbawula Group. The Zonnebloem project is in the pre-feasibility phase with feasibility studies expected to complete in 2014.

Exports

The Group also has a 30.7 per cent. interest in the Richards Bay Coal Terminal, which has an annual throughput capacity of 91 million tonnes. The Group believes its economic interest in the Richards Bay Coal Terminal provides its South African operations with a strategic advantage due to the associated rights it has to use this export coal loading facility.

Prodeco (Colombia) thermal coal

Prodeco

The Group owns 100 per cent. of Prodeco, which comprises the Group's wholly owned Colombian export thermal and metallurgical coal mining operations and associated infrastructure. It is involved in the exploration, production, transportation and shipment of high-grade thermal coal from its mines to markets principally in Europe. Prodeco consists of two open pit coal mining operations (the Calenturitas mine and the La Jagua complex), export port facilities (Puerto Nuevo, which has recently been commissioned, and Puerto Prodeco, which will be decommissioned now that Puerto Nuevo is operational) and a 39.76 per cent. share in Fenoco, a company which holds the concession to the railway linking Prodeco's mines to the export ports.

Prodeco has a relatively low-cost structure as it operates open cut mines and benefits from a superior quality coal which requires no washing. Prodeco is currently the third largest producer of export thermal coal in Colombia, behind Cerrejón and Drummond Company, Inc. Prodeco is going through a period of significant expansion, with coal production planned to increase from 14.8 million tonnes per annum in 2012 to an annualized production of 20 million tonnes by 2014. Prodeco has operational advantages in owning all its key operational infrastructure, including a railway (through its part ownership of the rail infrastructure concession and full ownership of rolling stock) and all mining equipment and facilities at its mine sites.

Prodeco has recently commissioned a new direct loading port (Puerto Nuevo), which provides Prodeco with higher annual throughput capacity and a lower cost of operation compared to its previous port (Puerto Prodeco). The project was completed on schedule and to budget.

Cerrejón (Colombia) thermal coal

Cerrejón

The Cerrejón mining operation is a privately owned, independently managed joint venture, in which each of BHP Billiton, Anglo American and the Group has a one-third indirect interest.

Cerrejón is one of the largest open pit coal mining operations in the world. The business is involved in the exploration, production, transportation and shipment of high-grade thermal coal, mined at Cerrejón's deposits, to markets principally in Europe and the Americas. Coal produced at Cerrejón benefits from relatively low ash content (approximately 8.2 per cent.), a low sulfur dioxide emissions profile and high calorific value, making it ideal for power generation.

Located in north-eastern Colombia adjacent to the Venezuelan border, Cerrejón is well-positioned to supply the import markets of Europe and the Eastern and Gulf Coasts of the United States. Total current infrastructure capacity is estimated to be approximately 32 million tonnes per annum.

A Phase 1 expansion development costing a total of US\$ 1.3 billion (100 per cent.) to increase saleable production to 40 million tonnes per annum (100 per cent. basis) is currently underway.

Coal development projects

The Group also has a portfolio of coal development projects in Australia, South Africa and the Americas. Following the Merger, the Board will be assessing each of the Group's projects and planned capital expenditure in light of all relevant factors, including market conditions and the Group's overall financial targets.

Marketing activities

The coal commodity division is involved in the production and marketing of coal and coking coal products. The marketing activities are supported by the Group's large industrial asset portfolio, which provide both access to supply and market information. The Group markets coal and coking coal either on a principal basis, where it takes ownership of the coal and coking coal, or on an agency/advisory basis, pursuant to a marketing agreement.

The main sources of the Group's principal steam coal purchases are the coal mining companies in South Africa, Russia, Australia, Colombia, the U.S. and Indonesia, accounting for most of the strategically important producing regions. The Group's diversified supply base allows it to better manage the changing and dynamic nature of coal and coking coal demand and supply.

The Group supplies thermal coal and coking coal to a diverse geographic and industrial customer base, including major utilities in Spain, France, Italy, the United Kingdom, Hong Kong, China, Japan, Taiwan and South Korea. The Group also sells coal to major cement producers, steel mills, chemical plants and other industrial users throughout the world.

Whilst traditionally coal and coking coal has been sold on a physical bilateral basis, without a supporting commodity exchange, in recent years, a sizeable coal and coking coal paper derivatives market has developed, providing a spot and forward market for certain standard coal and coking coal specifications. The Group is able to transact in these markets in order to manage risks in relation to its physical supply of coal and coking coal products.

The Group's coal and coking coal operations employ a specialist freight team located in Baar and Singapore. This team uses its considerable immersion in the seaborne bulk freight market to source competitive freight from third party owners and carriers.

The timing of procuring freight for coal and coking coal operations is dictated primarily by physical coal and coking coal sales activities, but also by global freight market dynamics at a point in time and/or forward expectations. Furthermore, geographic and time spreads are taken in order to allow the coal and coking coal team to fully arbitrage relative value opportunities between the various origins and destinations of the underlying commodity. Maximum flexibility and optionality are thus sought to be maintained at all times. The operation manages freight from a combination of voyage and time charter-based contracts, spot market bookings and derivative contracts which are primarily used to hedge physical freight exposure inherent in the overall position. Freight services are also supplied to third parties and are often sourced via joint venture agreements to enhance volume and gain timely market information in relation to industry trade patterns and rate developments.

The Group's competitors are either producers which largely market their own product and have less geographic market depth and visibility, for example, BHP Billiton or Anglo American, or companies that have relatively little production capacity and focus mainly on less integrated trading and/or consumer activities, for example Noble Group or power/utility companies.

Oil

Industrial activities

The table below shows the oil commodity division's principal investments in industrial assets as of 31 December, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Block I ⁽²⁾	Equatorial Guinea	Oil, condensate and gas	22,570k bbls ⁽³⁾	23.75% ⁽⁴⁾	38% Noble Energy Inc.; 27.55% Atlas Petroleum International Ltd. 5% GEPetrol; 5.7% Osborne Resources Limited
Block O ⁽²⁾	Equatorial Guinea	Oil, condensate and gas	— ⁽⁵⁾	25%	45% Noble Energy Inc.; 30% GE Petrol

Notes:

- (1) On a 100 per cent. basis.
- (2) The Blocks (as defined below) are both part of 'The West African Oil Assets' portfolio. These investments are structured as unincorporated joint ventures, in which each partner receives its share of production.
- (3) At an average of approximately 61,700 bbls per day on a 100 per cent. basis.
- (4) The Group is currently entitled to a greater share of oil production than its percentage ownership of the joint venture as it recovers the carried interest/loans in relation to one of its partners.
- (5) First production scheduled for the third quarter of 2013 at an expected rate of 37,500 bbls per day on a 100 per cent. basis.

Africa E & P

Equatorial Guinea (Block I and Block O)

The Group has, among others, equity stakes in two oil and gas production sharing contracts in offshore Equatorial Guinea, West Africa (Block I and Block O (the "Blocks")). Significant oil and gas reserves have been discovered in these Blocks following the initial discovery made in Block O in 2005. First oil production was achieved from the Block I Aseng field on November 6, 2011, ahead of the planned start-up in the first quarter of 2012. During 2012, the Aseng field produced 22.57 million bbls of cumulative gross production. A single day gross production record of 70,000 bbls per day was reached during the second quarter of 2012.

The Block O Alen gas condensate field, which lies adjacent to the Aseng field on Block I, is currently under development and will benefit from shared infrastructure. All of the development wells have been drilled and completed, and construction of the production platform continues as planned. Production from the field is expected to commence in the third quarter of 2013 with a target flow rate of 37,500 bbls per day.

In addition to the two development projects, a continued exploration and drilling programme has revealed at least six other discoveries in the Blocks (Carla North, Carmen, Diega (A-sand), Diega (B-sand), Felicita and Yolanda) which are awaiting appraisal and development and several similar prospects that remain to be drilled.

Block I is operated by Noble Energy EG Ltd. (“Noble Energy”), which is part of the Noble Energy group of companies, a U.S.-based independent energy company, based in Houston and listed on the New York Stock Exchange. The Group has a 23.75 per cent. equity stake in Block I. The remaining equity interests are held by Noble Energy (38 per cent.), Atlas (27.55 per cent.), Osborne Resources Limited (5.7 per cent.) and the National Oil Company of the Republic of Equatorial Guinea (the *Compañía Nacional De Petr leos de Guinea Ecuatorial* or “GEPetrol”) (5 per cent.). The Block I license area holds 100 per cent. of the Aseng field and 5 per cent. of the Alen gas condensate field, as well as an estimated 40 per cent. of the Diega B discovery and 100 per cent. of the Yolanda and Diega A discoveries.

Block O is also operated by Noble Energy. The Group has a 25 per cent. equity stake in Block O, with the remaining equity being held by Noble Energy (45 per cent.) and GEPetrol (30 per cent.). The Block O license area holds 95 per cent. of the Alen gas condensate field, as well as an estimated 60 per cent. of the Diega B discovery and 100 per cent. of the Carla North, Felicita and Carmen discoveries.

The Blocks form a key part of the Group’s oil exploration and production portfolio which also includes operated and non-operated interests in three deepwater licenses offshore Equatorial Guinea which will be the focus for future exploration and drilling campaigns.

Cameroon

The Group has equity stakes in three blocks in Cameroon. The Group’s first operated exploration well on the Oak project in the Bolongo block, offshore Cameroon, was successfully drilled and declared an oil discovery in July 2012. The Group will be entering into a new phase of operated exploration and appraisal drilling across its Matanda and Bolongo licenses in the second half of 2013.

Chad

In December 2012, Glencore signed a farm-in agreement (the “FIA”) with Griffiths Energy International Inc. and its subsidiaries (“Griffiths”) to acquire a 33.3 per cent. participating interest stake in each of Griffiths’ three production sharing contracts in the Republic of Chad (the “PSCs”). In addition, under the terms of the FIA, Glencore will acquire a 25 per cent. participating interest in the Mangara and Badila Exclusive Exploitation Authorizations (the “EXAs”) from Griffiths.

In consideration for the participating interests in the PSCs (including Mangara and Badila), in addition to its own share of expenditure, Glencore will fund US\$ 300 million of Griffiths’ share of joint venture expenditures in the Mangara and Badila oil fields up to a maximum of US\$ 100 million per year, starting from July 1, 2012 (the “EXA Effective Date”).

In consideration for the assignment of the participating interests in the PSCs, Glencore will pay Griffiths approximately US\$ 31 million on closing of the FIA, representing 33.3 per cent. of Griffiths’ unrecoverable costs related to the three PSCs as of the EXA Effective Date.

The above transaction is subject to approval by the Government of Chad and waiver of certain pre-emption rights.

In March 2013, the Group further increased its working interest in the Mangara and Badila EXAs to 35 per cent. by acquiring an additional 10 per cent. working interest from *Soci t  des Hydrocarbures du Tchad*. This acquisition is also subject to approval by the Government of Chad.

Other oil

OAO RussNeft

The Group has invested in the Russian upstream market with its partner OAO RussNeft, taking ownership interests in a diversified portfolio of oil producing assets. OAO RussNeft owns and operates a number of oil licenses stretching from the Volga river in the west to the Siberian plains in the east. The Group has acquired between 40 and 49 per cent. of the equity in a number of oil production subsidiaries of OAO RussNeft. OAO RussNeft is owned as to 49 per cent. by a number of associated companies of Mikhail Gutseriev, 49 per cent. by Sistema JSFC and 2 per cent. held by Sberbank of Russia, through its subsidiary.

The current aggregate production capacities of 100 per cent. of OAO RussNeft's operating subsidiaries comprise approximately 267,500 bbls per day, equivalent to 13.4 million tonnes per annum.

The Group also has a renewable one-year off-take agreement, pursuant to which it is entitled to 100 per cent. of the crude oil and oil products produced by these assets destined for export markets.

Marketing activities

The oil commodity division comprises marketing operations in crude oil, refined products and freight, supported by access to a wide range of logistics, storage and industrial assets investments. Crude oil represents the most significant product supplied by physical volume. Oil products primarily include mid-distillates, gasoline, residuals, naphtha and liquid petroleum gas.

The Group sources crude oil and oil products from a variety of supplier types. Its diverse supplier base includes the major integrated oil companies, National Oil Companies ("NOCs"), independent oil companies, other marketing companies and refineries. By way of an example, the Group has agreed to purchase up to 46.9 million tonnes of crude oil and oil products from Rosneft pursuant to long-term supply contracts.

There is a high degree of overlap between the crude oil and oil products customer and supplier base, particularly in respect of the major integrated oil companies.

The Group's significant customers are the major integrated oil companies such as Shell, BP and ExxonMobil, as well as NOCs such as Indian Oil Corporation Ltd, Nigerian National Petroleum Company and Petroleos Mexicanos. In addition to the major integrated oil companies and NOCs, crude oil and oil products are sold to a diverse customer base, including utilities and oil refineries. While the percentage of term contracts is relatively small, this is largely consistent with the structure of the oil market and spot contracts are primarily with customers with whom relationships have been established and developed over a long time and are therefore considered similar in nature to term contracts due to their expected renewal.

The marketing operations principally involve physical sourcing, storage, blending and distribution of oil. Paper transactions are also entered into for the purposes of hedging and/or taking or increasing exposures, within Group limits and policies, where a physically backed position exists. The availability of liquid electronic trading markets, covering the majority of the products marketed by the crude oil and oil products operations, enables marketers to hedge their physical oil activities, as well as provide profit enhancing opportunities in relation to physical marketing strategies.

The Group's crude oil and oil products operations source their freight requirements through arrangements with the Group's internal oil freight desk, as well as from external spot vessel hires.

The Group's main competitors are Vitol and Trafigura Group, companies with infrastructure assets, but little, if any, upstream production. The Group also faces marketing competition from banks which have some infrastructure and no current oil production, although the large majority of their business activities involve derivatives with limited physical sourcing and distribution of oil. Volumes captured by oil majors such as BP

and Shell are also in direct competition with the Group's marketing volumes, although their participation in the market increases overall volume and liquidity.

The Group's logistical operations include Chemoil, a leading supplier of marine fuels listed on the Singapore Stock Exchange. Chemoil's primary business is the marketing and supply of bunker fuel and fuel oil and it operates in major shipping ports around the globe and owns or leases key storage terminals.

Agricultural Products

The Agricultural Products business segment focuses on the following commodities: grains, oils/oilseeds, cotton and sugar. The activities of the Group's Agricultural Products business segment are supported by investments in controlled and non-controlled storage, handling, processing and port facilities in strategic locations.

Industrial activities

The table below shows the Agricultural Products business segment's investments in industrial assets as of December 31, 2012, unless indicated otherwise:

Operation	Location	Commodity	2012 production ⁽¹⁾	Group ownership interest	Remaining ownership interest
Farming	CIS, Australia and Paraguay	Farming activities on owned and leased land	674k MT	50-100%	Any minority ownership is privately held
Oilseed crushing					
Viterra operations ⁽²⁾	Canada and China	Oilseed crushing		49-100%	—
Moreno	Argentina	Sunseed/soybean crushing		100%	—
Timbues	Argentina	Soybean crushing		33.33% ⁽⁴⁾	33.33% Vicentin; 33.33% Molinos
Usti Oilseed Group	Czech Republic	Oilseed crushing		100%	—
ZakladyTluszczowe w Bodaczowie	Poland	Oilseed crushing		100%	—
Fokto.....	Hungary	Oilseed crushing		100%	—
Ponta Pora.....	Brazil	Oilseed crushing		100%	—
JSCKolos	Ukraine	Oilseed crushing		100%	—
OMEZ.....	Ukraine	Sunseed crushing		50%	50% privately held
Lubmin	Germany	Rapeseed crushing		100%	—
Total Oilseed crushing.....		Oilseed crushing	3,328k MT		
Oil seed crushing long term toll agreement		Long term toll agreement	876k MT ⁽⁴⁾		
Biodiesel					
Biopetrol Industries AG	Germany and Netherlands	Biodiesel production		67.5%	Publicly traded on Frankfurt Stock Exchange

Operation	Location	Commodity	2012 production (1)	Group ownership interest	Remaining ownership interest
Renova	Argentina	Biodiesel production		33.33%	33.33% Vicentin; 33.33% Molinos
Advanced Organic Materials	Argentina	Biodiesel production		50%	50% privately held
Total Biodiesel.....		Biodiesel production	534k MT		
Rice milling					
Mills	Argentina and Uruguay	Rice milling		100%	—
Paso Dragon	Uruguay	Rice parboiled plant		37%	63% privately held
Total Rice milling.....		Rice milling	248k MT	—	—
Wheat milling.....	Brazil	Wheat milling	1,061k MT	50-100%	Any minority ownership is privately held
Sugarcane processing (Rio Vermelho).....	Brazil	Sugarcane crushing and ethanol production	1,256k MT	100%	—
Malt (Viterra operations)...	Australia	Malt	491k MT	100%	—
Pasta (Viterra operations)..	U.S.	Pasta	283k MT	100%	—
Total Agricultural Products.....			8,751k MT		

Notes:

- (1) Controlled industrial assets and joint ventures only. Production is on 100 per cent. basis except for joint ventures, where the Group's attributable share of production is included.
- (2) Includes Viterra's 49 per cent. share of its Chinese oilseed crushing joint venture.
- (3) The Group has a 33.33 per cent. interest in the joint venture but has a 40 per cent. share of the production.
- (4) This relates to a long term toll agreement with Vicentin in Argentina.

Viterra

On December 17, 2012, Glencore completed the acquisition of a 100 per cent. interest in Viterra, a leading global agricultural commodity business for a net cash consideration of US\$ 3.6 billion. In connection with the Viterra Arrangement, the Group has agreed to sell certain of Viterra's assets to Agrium and Richardson (further details of which are set out below).

Viterra is a vertically integrated global agri-business engaged in the purchasing, storage, handling, processing and marketing of agricultural and food ingredient products and supplies and the provision of related services in Canada and Australia. The acquisition of Viterra brings the Group immediate critical mass in the key grain markets of North America through Viterra's substantial Canadian operations, as well as materially expanding the Group's existing operations in Australia. Viterra has extensive operations across Western Canada and Australia, as well as facilities in the United States, New Zealand and China.

Viterra's business, following completion of the sales to Agrium and Richardson, will be mainly focused on grain handling and marketing. The grain handling and marketing operations accumulate, store, transport and market grains, oilseeds and special crops. This business includes grain storage and handling facilities and processing plants strategically located in prime agricultural growing regions of North America and Australia. It also includes wholly and partially owned port export terminals located in Canada and Australia.

The sale of Viterra's minority interest in a nitrogen facility located in Medicine Hat, Alberta, Canada to CF Industries Holdings, Inc. completed on April 30, 2013. It is expected that the sale of Viterra's assets to Agrium will be completed by the end of the summer 2013. Agrium has agreed, subject to certain conditions, to acquire the majority of Viterra's worldwide agri-products business, for which Agrium will pay approximately C\$1.775 billion, including estimated working capital requirements, subject to adjustment in certain circumstances. On May 1, 2013, Richardson acquired certain of Viterra's Canadian grain handling assets, including grain elevators, certain agri-centers co-located with certain of the grain elevators, all oat milling assets and shares relating to Viterra's oat milling business in Canada, all assets or shares of the 21st Century Grain Processing business of Viterra in the United States and a terminal at Thunder Bay, Ontario, together with the net working capital with respect to certain of these assets. At the time Glencore acquired Viterra, Agrium and Richardson have provided funding for their respective assets of the Viterra Arrangement by way of separate loans to the Group, which are repayable by the transfer of the respective assets.

Other non-core Viterra assets have been identified by the Group for possible sale and, subject to price, these are expected to be completed by the end of 2013.

Farming

The Group's farming assets are mainly concentrated in the CIS, Australia and Paraguay. The Group owns or partly owns the land as full owner or on long-term leases. This enables the division to source its products at local prices, provide valuable information on the expected crop yields and enable the Group to build closer relationships with other farmers in the respective regions.

Processing

Access to or ownership of processing assets enables the Group to take advantage of the various price differentials for agricultural commodities. Processing assets are mainly located in South America and Europe.

Oilseed crushing

Moreno

The Group owns 100 per cent. of Moreno in Argentina. Moreno's main activity is to produce and export edible oils and meal. Moreno's facilities include three sunseed/soybean crushing plants in Necochea, Daireaux and Villegas with a combined production capacity of 1.8 million tonnes per annum. Moreno also has a biodiesel facility within a joint venture structure, with a current production capacity of 0.5 million tonnes per annum.

Timbues

The Group has a 33.3 per cent. interest in the Timbues soybean crushing plant, a joint venture with Vicentin and Molinos in Argentina, which was commissioned in October 2012 with production capacity of 6 million tonnes per annum.

Other oilseed crushing operations

In addition, the Group owns, or partly owns, other crushing facilities in Argentina, Brazil, Ukraine, Germany, Hungary, Czech Republic and Poland:

- a 100 per cent. interest in Usti Oilseed Group, a Czech Republic oilseed crushing plant with production capacity of 460,000 tonnes per annum;
- a 100 per cent. interest in ZakladyTluszczowe w Bodaczowie, a Polish oilseed crushing plant with production capacity of 495,000 tonnes per annum;
- a 100 per cent. interest in Fokto, an oilseed crushing facility with a production capacity of 580,000 tonnes per annum based in Hungary, which was commissioned in May 2012 and is in operation;
- a 100 per cent. interest in Ponta Pora, a Brazilian oilseed crushing plant with production capacity of 288,000 tonnes per annum;
- a 100 per cent. interest in JSCKolos, a Ukrainian oilseed crushing plant with a production capacity of 280,500 tonnes per annum;
- a 50 per cent. interest in OMEZ, a Ukrainian oilseed crushing plant with production capacity of 230,000 tonnes per annum; and
- a 100 per cent. interest in Lubmin, a German oilseed crushing plant with production capacity of 165,000 tonnes per annum.

Biodiesel

The Group has the following interests in the biodiesel production business:

- a 67.5 per cent. ownership interest in the Swiss company Biopetrol Industries AG owning two operating biodiesel production facilities;
- a 33.3 per cent. ownership interest in Renova, the largest biodiesel producer in Argentina. The facilities are integrated within the industrial complex of Vicentin, the Group's joint venture partner in Renova, resulting in all processing steps from seed, via oil to biodiesel and refined glycerine taking place in the same location, including its own deep sea export terminal; and
- a 50 per cent. interest in two other biodiesel production facilities in Argentina with a combined production capacity of 50,000 tonnes per annum.

Rice milling and wheat milling

The Group has the following rice and wheat production interests:

- rice/wheat mills with a combined production capacity of 1.75 million tonnes per annum in Argentina, Brazil and Uruguay; and
- a 37 per cent. interest in Paso Dragon, a Uruguayan rice parboiled plant with production capacity of 55,000 tonnes per annum.

Sugarcane processing

Rio Vermelho

The Group also owns Rio Vermelho, a sugarcane mill located in the state of Sao Paulo. Current sugarcane crushing capacity is 400 tonnes per hour ("TCH"). Rio Vermelho produces hydrous fuel ethanol and very high pol ("VHP") sugar, following the construction of a VHP sugar plant completed in June 2012. The ongoing expansion plan continues to progress on schedule. During the second half of 2013, crushing capacity will further increase to 500 TCH, reaching 650 TCH in 2014. VHP sugar production capacity was increased from 750 tonnes to 1,000 tonnes per day during the inter-crop season, while a molecular sieve was installed allowing production of 450 cubic metres per day of anhydrous ethanol going forward. The first phase of the

cogeneration plant, eventually capable of supplying 55 megawatt of surplus to the power grid at maturity of the project in 2015, is expected to become operational during the fourth quarter of 2013.

Marketing activities

The Agricultural Products business segment originates stores, transports and markets grains (including wheat, barley and corn), oil/oilseeds (including most edible oils, biodiesel and their source seeds/beans), cotton and sugar. The business segment also is expected to benefit from its recent acquisition of Viterra.

The suppliers to the Agricultural Products business segment are farmers, farming co-operatives, processing plants, local exporters and global merchants. Individual commodity traders such as Cargill are the largest suppliers of the physical volume that the Group markets. The Group typically transacts with these third party commodity merchants as liquidity providers on a spot basis and generally does not have long-term supply contracts with them. The only top five supplier which is not a commodity trader is Vicentin, Argentina's largest soybean crusher and producer of soy oil, most of which is supplied under long-term contract. The remaining supply base (including farmers) is very diversified and fragmented. The Agricultural Products business segment generally enters into commitments to buy agricultural products only as part of specific marketing strategies within the course of a crop season.

With respect to grains, the Group typically buys grains from farmers at local spot prices for delivery to silos. Whilst occasionally grain from Australian, Canadian or European farmers is procured pursuant to forward agreements, the business segment does not generally have long-term supply contracts in place with farmers, although it does have long-term relationships with important suppliers. Global markets, particularly on the supply side, are highly fragmented and, in many countries, the Group procures grain directly from the farmer. North Africa, the Middle East and Asia are the prime importers.

The Group processes, handles and markets oils (including most edible oils and biodiesel) and their source seeds/beans, with sourcing primarily from Argentina, Brazil, Australia, the EU and Ukraine.

With respect to cotton, the Group markets mainly unprocessed product, with sourcing primarily from West Africa, the U.S., India and Brazil.

With respect to sugar, the Group markets both raw sugar and white sugar, and processes raw sugar into white sugar. The Group is supplied a small portion of its sugar by farming operations which the Group owns or in which it has an interest, with sourcing primarily from Thailand, Brazil and Guatemala.

The Group's customers are the processing industry (food, consumer goods and animal feed), local importers, government purchasing entities and competing global marketers. Contracts with customers in the food industry are negotiated bilaterally on a case-by-case basis, whilst contracts with governmental purchase bodies are usually tendered. The Agricultural Products business segment does not enter into long-term contracts with these customers.

Liquid derivatives markets exist for the majority of the key commodities that the business segment markets, such as wheat, corn, soyoil, rapeseed and cotton; for example, CBOT (Chicago), MATIF (Paris) and NYMEX (New York). These key commodities are also used as relative proxies for other products which the segment markets, such as barley and sunflower oil, in respect of which a liquid derivatives market does not currently exist, and the Group is accordingly able to hedge, albeit imperfectly and/or partially, the risk on these physical commodities' positions using such proxy forward agreements and exchange traded futures. The Group is also very active in ICE (New York) for global sugar futures trading and hedging, as well as in local futures exchanges for sugar in India, Russia and, more recently, China.

Physical flows of product are shipped via trucks, trains and vessels. Logistical planning and chartering of dry-bulk seaborne trade is performed in-house by a freight desk which provides initial quotes for the freight associated with each shipment. The in-house freight desk trades and hedges freight and shipping capacity

positions for both the division's dry-bulk shipping needs and for third parties. The Group's logistical assets also include in-land and port elevators and silos and train wagons. The elevators and silos are located in Argentina, Australia, Brazil, Canada, Estonia, Hungary, Kazakhstan, Paraguay, Poland, Romania, Russia, Ukraine and Uruguay. Logistics assets are particularly important in the CIS as third party logistics assets typically have insufficient capacity and are not sufficiently reliable.

On 1 October 2012, the Group announced that it had, through a wholly-owned subsidiary, entered into a 50:50 joint venture agreement with Kernel Holding S.A. through which it has acquired an interest in a deep sea grain export terminal in Taman port, Russia from the EFKO Group. Located on Russia's Black Sea coast, the port of Taman is in close proximity to Southern Russia's main grain producing region. The grain export terminal has a throughput capacity of 3.0 million MT per annum and will enable Russian grain to be exported throughout the year.

The Group has three categories of competitors: large multinational merchants (Cargill, ADM, Bunge and Louis Dreyfus Group), smaller, more regionally focused merchants (including Noble Group and Nidera) and local companies with a single country focus, primarily in Russia, Ukraine, Argentina, Australia and Brazil.

Marketing is coordinated through the Group's subsidiary offices in Rotterdam and Singapore, while its sugar business activities are coordinated through its subsidiary in London.

Worldwide office network

Organization

The three business segments described above report to management at the corporate level and are supported by the finance, legal, risk, IT, human resources and compliance departments. All activities related to a specific commodity, including industrial investments, physical marketing activities, hedging and logistics, are managed by the business segment that covers the particular commodity.

The Group's finance department is headed by the chief financial officer based at the Group's head office in Baar. Finance and accounting staff in each principal location (including Baar, Stamford, London, Rotterdam, Beijing, Moscow, Toronto, Johannesburg, Sydney and Singapore) handle the day-to-day finance and accounting tasks related to the business activities conducted out of that location. The proximity of local finance and accounting staff to the Group's industrial, marketing and logistics activities is important in order to ensure prompt and professional handling of the finance and accounting activities related to that specific commodity. The head office finance staff handle (i) funding activities based on the Group's corporate credit, such as syndicated loan facilities and debt capital market transactions, (ii) co-ordination of the worldwide treasury, hedging and credit and exposure management activities, (iii) presentation of the Group's financial statements to investors and rating agencies, (iv) relationships with its investors and with rating agencies and (v) assets and liabilities management of its consolidated balance sheet and compliance with covenants, if any. The head office accounting staff, together with personnel in certain key locations, are responsible for (a) financial accounting, including the preparation of the financial statements of the legal entities, (b) preparation of the Group's consolidated financial statements, (c) management information related to the performance of each individual business segment, (d) reporting throughout the entire Group, (e) tax issues and (f) the worldwide relationship with its independent auditors.

Office network

Relationships with producers and consumers of raw materials are the responsibility of senior employees who receive support from the Group's global network of more than 90 offices. These offices are located in major American, European, Asian, Australian, African and Middle Eastern natural resources producing and consuming markets.

Employees

As of December 31, 2012, Glencore and Xstrata together had approximately 190,000 employees and contractors worldwide.

Health and safety, environment and communities

The Group is committed to conducting its business activities in a manner that seeks to safeguard the health and safety of all employees, protect the environment and to add to the wealth of the communities in which it operates. Given completion of the Glencore and Xstrata merger has only recently occurred, on-going work is under way to harmonize and integrate the operations and policies of the Group with a key objective to continue Xstrata's high quality sustainability performance.

Insurance

The Group has broad insurance programs in place which provide coverage for the operations. Given completion of the Glencore and Xstrata merger has only recently occurred, work is under way to fully review the insurance programs currently in place, set up the Group's new insurance framework and integrate the combined programs to the extent required.

Legal and compliance

The Group has policies and procedures to manage legal risks and address regulatory requirements and other compliance obligations. Given completion of the Glencore and Xstrata merger has only recently occurred, on-going work is under way to harmonize and integrate the operations and policies of each of Glencore and Xstrata.

Risk management and financial risk management

Risk management and control spans across the Group's organizational structure. The Group's overall risk management program focuses on the unpredictability of financial markets and seeks to protect its financial security and flexibility by using derivative financial instruments and portfolio diversification to substantially manage these risks. Given completion of the Glencore and Xstrata merger has only recently occurred, on-going work is under way to harmonize and integrate the risk management programs of each of Glencore and Xstrata.

Litigation

Save for the proceedings below, which relate to Xstrata prior to the Merger, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Group is aware) during the year preceding the date of this document which may have, or have had in the recent past, significant effects on the financial position or profitability of the Group:

Privatization of Cerrejón Zona Norte

Cerrejón, which is one-third held by the Group, has two main operating companies being Cerrejón Zona Norte ("CZN S.A.") and Carbones del Cerrejón ("CdC"). Popular Action 1032 has been made against CZN S.A. and others relating to the privatization sale of the Colombian State's interest in Cerrejón Zona Norte. The amount of damages sought pursuant to Popular Action 1032 is approximately US\$ 2.3 billion (in respect of which each Cerrejón joint venture partner, including the Group, would be liable for an amount equal to approximately US\$ 766 million if the action were successful). A favorable first instance decision has been issued in this matter, which concluded that all authorities acted in conformity with law and that no damage was caused to collective rights. The plaintiff has appealed this decision, and the second instance decision is still pending.

Popular Action 242 was filed by an individual, Martín Nicolás Barros Choles, against CdC and others, and also arises out of the privatization of Cerrejón Zona Norte, alleging irregularities in the sale as it did not

include the 50 per cent. rights in the properties and assets used in the Cerrejón North Zone operation. Mr Choles is requesting the court to order CdC to pay for the use and lease of 50 per cent. of the properties and assets used in the Cerrejón North Zone operation in the period up to and until November 2009, at which time all of the properties and assets of the Cerrejón project reverted to the Colombian State. The amount of damages sought pursuant to this action is approximately US\$ 2.4 billion (in respect of which the Group would be liable for an amount equal to approximately US\$ 800 million if the action were successful).

Los Azules

The matter concerns a claim by TNR Gold Corp (“TNR”) in connection with a 2004 option agreement in which MIM Argentina Exploraciones SA (“MIMEXA”), formerly part of the MIM group (which group was acquired by Xstrata in 2003), was granted an option to acquire a 100 per cent. interest in the Los Azules property from TNR (which option was subsequently exercised and the Los Azules property was transferred by MIMEXA to a third party, Minera Andes). Pursuant to the terms of the 2004 option agreement, TNR retained a back-in right for up to 25 per cent. of Los Azules if MIMEXA completed a feasibility study within three years. No such feasibility study was completed but TNR nevertheless commenced proceedings against MIMEXA in 2008, seeking to assert its back-in rights. These proceedings remain on-going but alleged damages have not been quantified or specified by TNR.

Sulfur trioxide class action lawsuits

A motion was filed in the Quebec Superior Court by a plaintiff alleging damages caused by sulfur trioxide accidentally released in 2004 from the CEZ refinery at Salaberry-de-Valleyfield, Quebec. The Group has a 25 per cent. interest in CEZ, held through the Noranda Income Fund, and manages the refinery. The motion claims damages of C\$10,000 per class member on their behalf and asserts that an area with a population of some 180,000 people may have been affected by the alleged release of material. On March 19, 2012, the Quebec Superior Court granted authorization to the plaintiff to commence a class action and prepare for formal trial proceedings, although at this stage there has been no finding on liability or on the quantum of any damages if damages were found to be payable. The Group is vigorously defending the claim. Environment Canada conducted a full investigation into the incident and found no wrongdoing on the part of CEZ. No charges or fines were laid against CEZ following the Environment Canada investigation of the incident. The matter is expected to proceed to trial in 2014 or 2015.

Other proceedings relating to the Group

Colquiri mine

On June 22, 2012, the Group announced that it had received a signed Supreme Decree from the Government of Bolivia, nationalizing the Colquiri mine in the Bolivian province of La Paz, with immediate effect. The Group strongly protested the action taken by the Government of Bolivia and reserved its right to seek fair compensation pursuant to all available domestic and international remedies.

Management

Board of Directors

The Directors of Glencore Xstrata plc are as follows and their profiles are set out below:

Name	Age	Role
Sir John Bond	70	Independent Non-Executive Chairman
Ivan Glasenberg	56	Chief Executive Officer
Leonhard Fischer	50	Independent Non-Executive Director

Anthony Hayward	55	Senior Independent Non-Executive Director
William Macaulay	67	Independent Non-Executive Director
Con Fauconnier	64	Independent Non-Executive Director
Peter Hooley	65	Independent Non-Executive Director
Sir Steve Robson	68	Independent Non-Executive Director
Ian Strachan	69	Independent Non-Executive Director

The business address of each of the Directors is Baarermattstrasse 3, CH-6340 Baar, Switzerland.

As at the date of this Base Prospectus, none of the Directors of Glencore Xstrata plc has any conflict of interest between their duties to Glencore Xstrata plc and their other principal activities outside the Group.

Sir John Bond, aged 70 (Independent Non-Executive Chairman)

Sir John Bond was the Independent Non-Executive Chairman of Xstrata and upon the Merger becoming effective became the Chairman of the Group. He was most recently Chairman and non-executive director of Vodafone Group Plc from 2006 to 2011. He retired as Group Chairman of HSBC Holdings plc in 2006, having also been its Group Chief Executive from 1993 to 1998. Sir John is a director of A.P. Moller Maersk A/S (Denmark), the international shipping and investment company and Shui On Land Ltd, a Hong Kong quoted property development company specialising in China. He also holds advisory roles with Northern Trust Corp, USA, and with KKR Asia. He is also a member of various advisory bodies in China: China Development Forum; China Banking Regulatory Commission International Advisory Board, and Tsinghua School of Economics and Management at Tsinghua University.

Ivan Glasenberg, aged 56 (Chief Executive Officer)

Ivan Glasenberg joined Glencore in April 1984 and has been Chief Executive Officer since January 2002. Mr Glasenberg initially spent three years working in the coal/coke commodity department in South Africa as a marketer, before spending two years in Australia as head of the Asian coal/coke commodity division. Between 1988 and 1989, he was based in Hong Kong as head of Glencore's Hong Kong and Beijing offices, as well as head of coal marketing in Asia, where his responsibilities included overseeing the Asian coal marketing business of Glencore and managing the administrative functions of the Hong Kong and Beijing offices. In January 1990, he was made responsible for the worldwide coal business of Glencore for both marketing and industrial assets, and remained in this role until he became Chief Executive Officer in January 2002.

Mr Glasenberg is a Chartered Accountant of South Africa and holds a Bachelor of Accountancy from the University of Witwatersrand. Mr Glasenberg also holds an M.B.A. from the University of Southern California. He is currently a director of United Company Rusal plc and JSC Zarubezhneft. Before joining Glencore, Mr Glasenberg worked for five years at Levitt Kirson Chartered Accountants in South Africa.

Leonhard Fischer, aged 50 (Independent Non-Executive Director)

Leonhard Fischer was appointed chief executive officer of RHJ International S.A. in January 2009, having been co-chief executive officer from May 2007. He has been a member of the board of directors of RHJ International S.A. since 18 September, 2007. He is also chief executive officer of Kleinwort Benson Group and chairman of the board of directors at Kleinwort Benson Bank Ltd. He is also a member of the board of directors at Julius Baer Gruppe AG (formerly Julius Bär Holding AG).

Mr Fischer was chief executive officer of Winterthur Group from 2003 to 2006 and a member of the executive board of Credit Suisse Group from 2003 to March 2007. He joined Credit Suisse Group from

Allianz AG, where he had been a member of the management board and head of the Corporates and Markets Division. Prior to this, he had been a member of the executive boards of Dresdner Bank AG in Frankfurt.

Mr Fischer holds an M.A. in Finance from the University of Georgia.

Anthony Hayward, aged 55 (Senior Independent Non-Executive Director)

Anthony Hayward is CEO of Genel Energy plc, a partner and member of the European advisory Board of AEA Capital and a Member of the Advisory Board of Numis Corporation plc. He was group chief executive of BP plc from 2007 to 2010, having joined BP in 1982 as a rig geologist in the North Sea. Following a series of technical and commercial roles in Europe, Asia and South America, he returned to London in 1997 as a member of the upstream executive committee. He became group treasurer in 2000, chief executive for BP upstream activities and member of the main Board of BP in 2003.

Dr. Hayward studied geology at Aston University in Birmingham and completed a PhD at Edinburgh University. He is also a fellow of the Royal Society of Edinburgh and holds honorary doctorates from the University of Edinburgh, Aston University and the University of Birmingham.

William Macaulay, aged 67 (Independent Non-Executive Director)

William Macaulay is the chairman and chief executive officer of First Reserve Corporation, a private equity investment firm focused on the energy industry, and has been with the company since its founding in 1983. Prior to joining First Reserve he was a co-founder of Meridien Capital Company, a private equity buyout firm. From 1972 to 1982, he was with Oppenheimer & Co., where he served as director of corporate finance with direct responsibility for the firm's buyout business. He also served as president of Oppenheimer Energy Corporation.

Mr Macaulay is chairman of the Board of Dresser-Rand and is a director of Weatherford International. He also serves on numerous private energy company Boards. In addition, he is chairman of the advisory Board of the City University of New York.

Mr Macaulay holds a B.B.A. degree (with honours) in Economics from City College of New York, and an M.B.A. from the Wharton School of the University of Pennsylvania. He has also received an Honorary Doctor of Humane Letters degree from Baruch College.

Con Fauconnier, aged 64 (Independent Non-Executive Director)

Dr. Con Fauconnier was Managing Director of Iscor Mining in 1999, before being appointed as Chief Executive of Kumba Resources Limited in 2001. From 2006 until his retirement in August 2007, he served as Chief Executive Officer of Exxaro Resources Limited, a newly formed company from the merger of Eyesizwe Mining and the non iron ore assets of Kumba Resources.

Peter Hooley, aged 65 (Independent Non-Executive Director)

Peter Hooley was, until 2006, Group Finance Director of Smith & Nephew plc, a global medical devices business listed on the FTSE 100. He was previously Group Financial Controller of BICC plc. He is currently a director and Chairman of BSNmedical Luxembourg Holding Sarl, a medical textiles business group.

Sir Steve Robson, aged 68 (Independent Non-Executive Director)

Sir Steve retired as Second Permanent Secretary at HM Treasury in January 2001. He had joined HM Treasury after leaving university. His early career included a period as Private Secretary to the Chancellor of the Exchequer and a two year secondment to Investors in Industry plc (3i). From 1997 until his retirement, his responsibilities included the legal framework for regulation of the UK financial services industry, public private partnerships, procurement policy including the private finance initiative and the Treasury's enterprises

and growth unit. He is a Member of the Financial Reporting Council and KPMG Chairman's Advisory Board. He is also Chairman of KPMG's Public Interest Committee.

Ian Strachan, aged 69 (Independent Non-Executive Director)

Ian Strachan was Chairman of Instinet Group from 2003 to 2005 and Chief Executive of BTR plc from 1996 to 1999. Mr. Strachan joined Rio Tinto plc (formerly RTZ plc) as Chief Financial Officer in 1987, and was Deputy Chief Executive from 1991 to 1995.

He is currently a Director of Rolls Royce plc, Transocean Inc. and Caithness Petroleum Limited.

Senior Managers

Steven Kalmin, aged 42 (Chief Financial Officer)

Steven Kalmin joined Glencore in September 1999 as general manager of finance and treasury functions at Glencore's coal industrial unit (which became part of Xstrata). Mr Kalmin moved to Glencore's Baar head office in October 2003 to oversee Glencore's accounting and reporting functions, becoming Chief Financial Officer in June 2005.

Mr Kalmin holds a Bachelor of Business (with distinction) from the University of Technology, Sydney and is a member of the Institute of Chartered Accountants of Australia and the Financial Services Institute of Australasia. He is currently a director of Century Aluminum Co. Before joining Glencore, Mr Kalmin worked for nine years at Horwath Chartered Accountants in Sydney, leaving the firm as a director.

The business address of the Chief Financial Officer is Baarermattstrasse 3, CH-6340 Baar, Switzerland.

As at the date of this Base Prospectus, the Chief Financial Officer does not have any conflict of interest between his duties to Glencore Xstrata plc and his other principal activities outside the Group.

Auditors

Deloitte LLP, London has been appointed as statutory auditor to Glencore Xstrata plc since its incorporation.

Financial Statements

Glencore Xstrata plc prepares and publishes annual consolidated audited financial statements in accordance with IFRS. All such financial statements may be obtained at the specified offices of the Paying Agents during normal business hours for at least two financial years.

Financial Year

The financial year end of Glencore Xstrata plc is December 31.

Interests of significant shareholders

As of May 3, 2013, notifications had been received of the following interests in 3 per cent. or more of the Group's issued ordinary share capital:

Shareholder	Number of Shares	Percentage of Group Ordinary Share Capital
Ivan Glasenberg.....	1,101,848,752	8.31
Qatar Holding LLC	1,080,779,642	8.15

Shareholder	Number of Shares	Percentage of Group Ordinary Share Capital
BlackRock Inc.	703,153,794 ⁽¹⁾	5.30
Daniel Francisco Maté Badenes	417,468,330	3.15
Aristotelis Mistakidis	414,730,597	3.13

Note:

- (1) As at May 3, 2013 BlackRock Inc., pursuant to its announcements on May 1, 2013 and May 3, 2013, held 142,595,585 Xstrata plc shares prior to the Merger becoming effective and 268,237,260 Glencore Xstrata plc shares respectively. BlackRock Inc., also held a number of short and long derivative positions in Xstrata plc shares prior to the Merger becoming effective and Glencore Xstrata plc shares. These derivative positions have not been taken into account when calculating BlackRock Inc.'s interest in Glencore Xstrata plc's share capital.

DESCRIPTION OF GLENCORE INTERNATIONAL AG

General

Glencore International AG was incorporated in Switzerland under Swiss law on June 12, 1987 as a private company limited by shares with registration number CH-170.3.012.738-3. The registered office of Glencore International AG is at Baarermattstrasse 3, CH-6340 Baar, Switzerland, and its telephone number is: +41 41 709 2000.

Glencore International AG is a wholly owned subsidiary of Glencore Xstrata plc.

Glencore International AG is one of the main operating entities of the Group and the direct or indirect holding entity for many of the operating and finance subsidiaries and industrial investments of the Group.

Glencore International AG's principal business is to act as one of the main operating companies of the Group, the description and activities of which are set out under "*Description of Glencore Xstrata plc and the Group*".

Management

As of the date of this Base Prospectus, the directors of Glencore International AG and their other principal activities outside of the Group were as follows:

Name	Position	Other Principal Activities
Ivan Glasenberg	Director	Director of UC RUSAL Plc Director of JSC Zarubezhneft
Andreas Hubmann	Director	None
Steven Kalmin	Director	Director of Century Aluminum Company

The business address of each of the directors is Baarermattstrasse 3, CH-6340 Baar, Switzerland.

As at the date of this Base Prospectus, none of the directors of Glencore International AG has any conflict of interest between their duties to Glencore International AG and their other principal activities outside of the Group listed above.

Auditors

Deloitte AG, Zurich, Switzerland has been appointed as statutory auditor to Glencore International AG.

Financial Statements

Glencore International AG prepares annual non-consolidated audited financial statements in accordance with Swiss Generally Accepted Accounting Principles ("Swiss GAAP") only. Any such financial statements may be obtained at the specified offices of the Paying Agents during normal business hours for at least two financial years.

Financial Year

The financial year end of Glencore International AG is December 31.

DESCRIPTION OF XSTRATA (SCHWEIZ) AG

General

Xstrata (Schweiz) AG was incorporated in Switzerland under Swiss law on December 27, 2001 as a private company limited by shares with registered number CH-170.3.025.302-8. The registered office of Xstrata Schweiz is Bahnhofstrasse 2, P.O. Box 102, 6301 Zug, Switzerland, and its telephone number is: +41 41 709 2000.

Xstrata (Schweiz) AG is an indirect wholly-owned subsidiary of Glencore Xstrata plc.

Xstrata (Schweiz) AG is the holding company for each member of Xstrata (other than Xstrata Coal Sales PTE Limited, Xstrata (Nederland) B.V., Xstrata Finance (Dubai) Limited, Xstrata Finance (Luxembourg) S.a.r.l. and Xstrata Commodities Middle East DMCC).

The purpose of Xstrata (Schweiz) AG, which is set out in its articles of association, is to acquire and administer equity interests. In this regard, Xstrata (Schweiz) AG may:

- conduct financial, investment, trading and fiduciary transactions and any services pertaining to those transactions;
- exploit, utilize and administer all forms of proprietary rights;
- set up branch establishments;
- acquire, sell and administer real property; and
- provide to its direct or indirect parent companies, as well as to the latter's or Xstrata Limited's direct or indirect sister companies, loans and other financing and grant security for obligations of such other companies, including by means of pledges or fiduciary transfers of Xstrata Limited's assets, or by means of guarantees of any kind.

Xstrata (Schweiz) AG has engaged in certain trading and financing activities in pursuit of the above objects.

Management

As of the date of this Base Prospectus, the officers of Xstrata Schweiz AG and their principal activities outside the Group were as follows:

Name	Position	Other Principal Activities
John Burton	Director	None
Andreas Hubmann	Director	None
Martin Haering	Director	None
Brian Azzopardi	Director	None

The business address of the directors is Baarermattstrasse 3, CH-6340 Baar, Switzerland.

As at the date of this Base Prospectus, none of the directors of Xstrata (Schweiz) AG has any conflict of interest between their duties to Xstrata (Schweiz) AG and their other principal activities outside of the Group.

Auditor

Ernst & Young Ltd of Bundesplatz 1, Zug CH 6304, Switzerland was statutory auditor to Xstrata (Schweiz) AG for the financial years ended December 31, 2012 and 2011.

Financial Statements

Xstrata (Schweiz) AG prepares annual non-consolidated audited financial statements in accordance with Swiss GAAP only. Any such financial statements may be obtained at the specified offices of the Paying Agents during normal business hours for at least two financial years.

Financial Year

The financial year end of Xstrata (Schweiz) AG is December 31.

UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE GROUP

Section A: Unaudited Pro Forma Financial Information of the Group

The unaudited pro forma condensed combined financial information (the “pro forma financial information”) comprises (i) a statement of net assets of the Group as at 31 December 2012 and (ii) an income statement of the Group for the year ended 31 December 2012, in each case prepared on the basis of the notes set out below. The unaudited pro forma statement of net assets has been prepared to illustrate the effect of the Merger on the net assets of Glencore as if the Merger had taken place on 31 December 2012 and the unaudited pro forma income statement has been prepared to illustrate the effects of the Merger on the profit from continuing operations of Glencore for the year ended 31 December 2012 as if the Merger had taken place on 1 January 2012.

The pro forma financial information has been prepared in a manner consistent with the accounting policies adopted by Glencore in preparing the audited financial statements for the year ended December 31, 2012.

The pro forma financial information has been prepared for illustrative purposes only and, because of its nature, addresses a hypothetical situation and therefore does not reflect the Group’s actual financial position or results.

Unaudited Pro Forma Statement of Net Assets as at December 31, 2012

Note	Glencore (as reported)	Xstrata (as reported)	Adjustments			Acquisition accounting adjustments	Pro forma net assets of the Group as at December 31, 2012
			Accounting policy alignment adjustments	Alignment of balance sheet captions adjustments	Intra- Group adjustments		
	1	2	3	4	5	6	7
Assets							
Non-current assets							
Intangible assets	2,664	7,414	(1,968)	—	—	169	8,279
Property, plant and equipment	23,238	59,937	(10,104)	26	—	—	73,097
Biological assets	—	24	—	(24)	—	—	—
Inventories	—	2	—	(2)	—	—	—
Accounts receivable	—	400	(21)	(379)	—	—	—
Investments in associates and jointly controlled entities.....	18,767	1,018	10,431	—	(16,215)	—	14,001
Other investments	1,589	336	(3)	—	—	—	1,922
Derivative financial assets..	—	771	—	(771)	—	—	—
Advances and loans and other financial assets	3,758	717	—	1,198	—	—	5,673
Prepayments.....	—	48	—	(48)	—	—	—
Deferred tax assets	1,462	16	(10)	—	—	—	1,468
	<u>51,478</u>	<u>70,683</u>	<u>(1,675)</u>	<u>—</u>	<u>(16,215)</u>	<u>169</u>	<u>104,440</u>

	Adjustments					Pro forma net assets of the Group as at December 31, 2012	
	Glencore (as reported)	Xstrata (as reported)	Accounting policy alignment adjustments	Alignment of balance sheet captions adjustments	Intra- Group adjustments		Acquisition accounting adjustments
	<i>(US\$ million)</i>						
Current assets							
Inventories	20,682	6,031	(309)	—	—	—	26,404
Accounts receivable	24,882	3,865	(513)	—	(804)	—	27,430
Other financial assets	2,650	38	—	—	—	—	2,688
Prepaid expenses and other assets.....	235	314	(6)	—	—	—	543
Marketable securities	38	—	—	—	—	—	38
Income taxes receivable	—	163	—	—	—	—	163
Cash and cash equivalents..	2,782	1,983	(168)	—	—	(86)	4,511
	<u>51,269</u>	<u>12,394</u>	<u>(996)</u>	<u>—</u>	<u>(804)</u>	<u>(86)</u>	<u>61,777</u>
Assets held for sale	2,790	36	—	—	—	—	2,826
	<u>54,059</u>	<u>12,430</u>	<u>(996)</u>	<u>—</u>	<u>(804)</u>	<u>(86)</u>	<u>64,603</u>
Total assets	<u>105,537</u>	<u>83,113</u>	<u>(2,671)</u>	<u>—</u>	<u>(17,019)</u>	<u>83</u>	<u>169,043</u>
Liabilities							
Non-current liabilities							
Accounts payable	—	45	—	(45)	—	—	—
Borrowings	19,028	16,344	(41)	—	—	—	35,331
Deferred income	601	—	—	8	—	—	609
Derivative financial liabilities	—	351	—	(351)	—	—	—
Other financial liabilities....	—	867	(8)	396	—	—	1,255
Provisions	1,504	4,698	(103)	704	—	—	6,803
Pension deficit.....	—	704	—	(704)	—	—	—
Deferred tax liabilities.....	2,955	6,114	(2,087)	—	—	—	6,982
Other liabilities	—	8	—	(8)	—	—	—
	<u>24,088</u>	<u>29,131</u>	<u>(2,239)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>50,980</u>
Current liabilities							
Accounts payable	23,501	5,285	(344)	—	(804)	—	27,638
Borrowings	16,498	723	(79)	—	—	—	17,142
Viterra asset acquirer loans.....	2,580	—	—	—	—	—	2,580
Deferred income	116	—	—	64	—	—	180
Other financial liabilities....	—	10	—	—	—	—	10
Provisions	62	700	(9)	—	—	—	753
Income taxes payable	257	398	—	—	—	—	655
Other liabilities	3,388	64	—	(64)	—	—	3,388
	<u>46,402</u>	<u>7,180</u>	<u>(432)</u>	<u>—</u>	<u>(804)</u>	<u>—</u>	<u>52,346</u>
Liabilities held for sale.....	747	11	—	—	—	—	758
Total liabilities.....	<u>71,237</u>	<u>36,322</u>	<u>(2,671)</u>	<u>—</u>	<u>(804)</u>	<u>—</u>	<u>104,084</u>

	Adjustments					Pro forma net assets of the Group as at December 31, 2012
	Glencore (as reported)	Xstrata (as reported)	Accounting policy alignment adjustments	Alignment of balance sheet captions adjustments	Intra-Group adjustments	
				(US\$ million)		
Total net assets	34,300	46,791	—	—	(16,215)	83

Unaudited pro forma income statement for the year ended December 31, 2012

	Adjustments					Pro forma Group
	Glencore (as reported)	Xstrata (as reported)	Accounting policy alignment adjustments	Intra-Group adjustments	Acquisition accounting adjustments	
						(US\$ million)
Note	1	2	3	5	6	7
Revenue	214,436	31,618	(3,021)	(9,588)	—	233,445
Cost of goods sold	(210,435)	(22,975)	1,624	9,588	—	(222,198)
Selling and administrative expenses	(997)	(4,489)	—	—	—	(5,486)
Share of income from associates and jointly controlled entities	367	(944)	780	(299)	—	(96)
Gain/(loss) on sale of investments	(128)	—	—	—	—	(128)
Other expense - net	(1,214)	(978)	—	—	379	(1,813)
Dividend income	17	—	—	—	—	17
Interest income	401	184	(1)	(1)	—	583
Interest expense	(1,371)	(409)	5	1	—	(1,774)
Income before income taxes	1,076	2,007	(613)	(299)	379	2,550
Income tax credit/(expense)	76	(635)	613	—	—	54
Income for the year	1,152	1,372	—	(299)	379	2,604
Attributable to:						
Non-controlling interests	148	192	—	—	—	340
Equity holders	1,004	1,180	—	(299)	379	2,264
	1,152	1,372	—	(299)	379	2,604

Notes to the pro forma financial information

- (1) The financial information of Glencore as at December 31, 2012 and for the year ended December 31, 2012 has been extracted without adjustment from the 2012 audited consolidated financial statements of Glencore, which are incorporated by reference into this document.
- (2) The financial information of Xstrata as at December 31, 2012 and for the year ended December 31, 2012 has been extracted without adjustment from the 2012 audited consolidated financial statements of Xstrata, which are incorporated by reference into this document.
- (3) The adjustment reflects the difference in accounting policy of the two groups applied to joint venture entities. Glencore accounts for its joint venture entities using the equity method of accounting where the share of the joint venture entities' income and expenses is aggregated in a single line item in the income statement and where the share of the joint venture entities' assets and liabilities are presented on a net basis in one line in the statement of net assets. Xstrata applies the proportionate consolidation method, where the share of the joint venture entities' income, expenses, assets and liabilities are presented on a line by line basis in the income statement and the statement of net assets. Both methods were allowed under IAS 31—Interests in Joint Ventures. There is no impact on consolidated profit for the year or consolidated total equity for the period presented from the change in presentation of Xstrata's interests in joint venture entities from the proportionate consolidation method to the equity method of accounting. This adjustment relates primarily to three of Xstrata's joint ventures: Cerrejón, Antamina and Collahuasi Joint Ventures, which are proportionately consolidated under Xstrata's accounting policies. The Cerrejón and Antamina Joint Ventures would be accounted for as associates under Glencore's accounting policies using the equity method. Collahuasi would be accounted for as an equity accounted joint venture under Glencore's accounting policies.
- (4) Reallocation of certain statement of net assets items in order to present the Xstrata statement of net assets on a consistent basis to Glencore:
- (a) Non-current assets:
- (i) Biological assets (US\$ 24 million) and Inventories (US\$ 2 million) have been included within Property, plant and equipment (US\$ 26 million).
- (ii) Accounts receivable (US\$ 379 million), Derivative financial assets (US\$ 771 million) and Prepayments (US\$ 48 million) have been included within Advances and loans and other financial assets (US\$ 1,198 million).
- (b) Non-current liabilities:
- (i) Accounts payable (US\$ 45 million) and Derivative financial liabilities (US\$ 351 million) have been included within Other financial liabilities (US\$ 396 million).
- (ii) Pensions deficit (US\$ 704 million) has been included within Provisions.
- (iii) Other liabilities (US\$ 8 million) have been included in Deferred income.
- (c) Current liabilities: Other liabilities (US\$ 64 million) have been included within Deferred income.
- (5) These adjustments reflect the impact of eliminating intra-group accounts receivable, accounts payable and the carrying value of Glencore's investment in Xstrata as at December 31, 2012, and of eliminating intra-group sales and costs of sales, Glencore's share of Xstrata's earnings in the year ended 31 December 2012 and financing charges.
- (6) (a) The unaudited pro forma statement of net assets has been prepared on the basis that the Merger has been treated as an acquisition of Xstrata by Glencore in accordance with IFRS 3—Business Combinations. The pro forma statement of net assets does not reflect the fair value adjustments to the acquired assets and liabilities assumed as the fair value measurement of these items was only commenced subsequent to the Merger becomes effective and will be finalized in due course. For purposes of the pro forma, the excess purchase consideration over the book value of the net assets acquired has been attributed to goodwill and no pro forma impairment charge has been applied to the goodwill balance in the period presented. The fair value adjustments, when finalized post acquisition, may be material. The preliminary goodwill arising has been calculated as follows:

	<i>(US\$m)</i>
Total consideration transferred ⁽ⁱ⁾	29,478
Add fair value of previously held interest in Xstrata ⁽ⁱⁱ⁾	15,143
Less book value of net assets acquired	(46,791)
Add non controlling interest in book value of net assets acquired	2,339
Goodwill (before measurement of the assets acquired and liabilities assumed at their fair value on Closing)	169

- (i) The calculation of consideration is based on the closing price of Glencore Xstrata plc's ordinary shares of 314.3 pence on May 1, 2013 and a USD/GBP exchange rate of 1.5555, both being references to the last close of markets prior to the Merger. There were 1,951,215,574 Xstrata shares in issue not already owned by Glencore or held by Xstrata at completion and each Xstrata share was exchanged for 3.05 Glencore Shares. The calculation of consideration also included the fair value of Xstrata's share options which were exchanged for New Glencore Options.
- (ii) The fair value of Glencore's previously held interest in Xstrata is based on the Closing Price of Xstrata plc's ordinary shares of 963.5 pence on April 30, 2013 and a USD/GBP exchange rate of 1.5555, both being references to the last close of markets prior to the Merger and reflects that Glencore held 1,010,403,999 shares of Xstrata plc immediately prior to the Merger.
- (iii) Had the Merger occurred based upon the preliminary fair value adjustments described above, the impact on Glencore's income before income taxes would have been a decrease of US\$ 1,072 million (being the difference between the fair value of Glencore's previously held interest in Xstrata (US\$ 15,143 million) and its book value (US\$ 16,215 million)). This adjustment has not been included in the pro forma income statement because the purpose of the pro forma income statement is to illustrate the effects of the Merger on the profit from continuing operations of Glencore.
- (b) The adjustments reflect the impact of eliminating transaction costs directly associated with the Merger incurred by Glencore (US\$ 58 million) and Xstrata (US\$ 321 million) during the year ended December 31, 2012.
- (c) For purposes of the unaudited pro forma statement of net assets, transaction costs expected to be incurred by Glencore as a result of the Merger of approximately US\$ 86 million have been deducted from cash and cash equivalents.
- (7) No adjustments have been made to the unaudited pro forma statement of net assets or income statement to reflect transactions or activities such as post December 31, 2012 trading results, any expected synergies or costs savings or any other transaction of Glencore or Xstrata since December 31, 2012.

Section B: Accountant's Report on the Unaudited Pro Forma Financial Information of the Group



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6341 Baar
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The Directors
Xstrata (Schweiz) AG
Bahnhofstrasse 2
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Switzerland

7 May 2013

Dear Sirs,

Glencore Xstrata plc (renamed from Glencore International plc on 2 May 2013) (“GXPLC”, and including its subsidiaries, the “GXPLC Group”)

We report on the pro forma financial information (the “Pro forma financial information”) set out under “Unaudited Pro Forma Financial Information of the Group” in the base prospectus dated 7 May 2013 (the “Base Prospectus”), which has been prepared on the basis described in the notes set out therein, for illustrative purposes only, to provide information about how the merger of Glencore International plc with Xstrata plc (the “Merger”) might have affected the financial information of the GXPLC Group on the basis of the accounting policies adopted by GXPLC in preparing its financial statements for the period ended 31 December 2012. This report is provided in accordance with Annex II item 7 of Commission Regulation (EC) No 809/2004 (the “Prospectus Directive Regulation”) and is given for the purpose of complying with that requirement and for no other purpose.

Responsibilities

It is the responsibility of the directors of GXPLC (the “Directors”) to prepare the Pro forma financial information in accordance with Annex II items 1 to 6 of the Prospectus Directive Regulation.

It is our responsibility to form an opinion as to the proper compilation of the Pro forma financial information and to report that opinion to you in accordance with Annex II item 7 of the Prospectus Directive Regulation.

Save for any responsibility arising under Article 9 (1) of the Law of 10 July 2005 on prospectus for securities made by the Commission de Surveillance du Secteur Financier (CSSF) as amended by the Law of 3 July 2012 and 21 December 2012 (the “Law on Prospectuses for Securities”) to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such

OC303675 and its registered office at 2 New Street Square, London EC4A 3BZ, United Kingdom.

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other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Annex IX item 1.2 of the Prospectus Directive Regulation, consenting to its inclusion in the Prospectus.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro forma financial information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro forma financial information with the Directors.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro forma financial information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of GXPLC.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in jurisdictions outside the United Kingdom, including the United States of America, and accordingly should not be relied upon as if it had been carried out in accordance with those standards or practices.

Opinion

In our opinion:

- (a) the Pro forma financial information has been properly compiled on the basis stated; and
- (b) such basis is consistent with the accounting policies of GXPLC.

Declaration

For the purposes of Article 9 (1) of the Law on Prospectuses for Securities we are responsible for this report as part of the Prospectus and declare that we have taken all reasonable care to ensure that the information contained in this report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import. This declaration is included in the Prospectus in compliance with Annex IX item 1.2 of the Prospectus Directive Regulation.

Yours faithfully

Deloitte LLP

Chartered Accountants

Deloitte LLP is a limited liability partnership registered in England and Wales with registered number OC303675 and its registered office at 2 New Street Square, London EC4A 3BZ, United Kingdom. Deloitte LLP is the United Kingdom member firm of Deloitte Touche Tohmatsu Limited (“DTTL”), a UK private company limited by guarantee, whose member firms are legally separate and independent entities. Please see www.deloitte.co.uk/about for a detailed description of the legal structure of DTTL and its member firms

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, J.P. Morgan Securities plc and The Royal Bank of Scotland plc (the “Dealers”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in an amended and restated dealership agreement dated May 7, 2013 (the “Dealership Agreement”) and made between the Issuer, each Guarantor and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Program or in relation to a particular Tranche of Notes.

United States of America

Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Public Offer Selling Restriction Under the Prospectus Directive

In relation to each Relevant Member State, each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Notes which are the subject of the

offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) *Fewer than 100 offerees*: at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) *Other exempt offers*: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

United Kingdom

Each Dealer has represented, warranted and agreed that:

- (a) *Financial promotion*: It has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and
- (b) *General compliance*: It has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Jersey

Each Dealer has represented, warranted and agreed that it will not circulate in Jersey any offer for subscription, sale or exchange of the Notes except in compliance with all applicable Jersey laws, orders and regulations, including, without limitation, the Control of Borrowing (Jersey) Order 1958.

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article

1156 of the Swiss Code of Obligations, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

France

Each Dealer and the Issuer has represented, warranted and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties and/or (ii) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, articles L.411 1, L.411 2 and D.411 1 to D.411 3 of the French Code monétaire et financier but excluding individuals referred to in Article D.411 1 II 2°.

This Base Prospectus has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, each Dealer has undertaken that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, “Japanese Person” shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

General

Each Dealer has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer, the Guarantors and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “General” above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification not relevant only to a particular Tranche of Notes will be set out in a supplement to this document.

TAXATION

The following is a general description of certain Luxembourg, Jersey and Switzerland tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg, Jersey, Switzerland or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws in Luxembourg, Jersey and Switzerland. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. The information contained within this section is limited to taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Luxembourg Taxation

Luxembourg tax residency of the Noteholders

A Noteholder will not become resident, or be deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery, exchange and/or enforcement of the Notes.

Withholding tax

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual Noteholders and to certain entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to individual Noteholders and to certain entities (as described below), upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

Luxembourg non resident individuals

Under the Luxembourg laws dated June 21, 2005 implementing the European Council Directive 2003/48/EC on the taxation of savings income (the "EU Savings Tax Directive") and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union, a Luxembourg based paying agent (within the meaning of the EU Savings Tax Directive) is required since July 1, 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual or certain "residual entities" resident or established in another Member State or in certain European Union dependent or associated territories, unless the beneficiary of the interest payments opts for the procedure of the exchange of information or, in case of an individual beneficiary, for the tax certificate procedure. "Residual entities" within the meaning of article 4.2 of the EU Savings Tax Directive are entities without legal personality (the Finnish and Swedish companies listed in article 4.5 of the EU Savings Tax Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation and that are not and have not opted to be treated as UCITS recognized in accordance with Council Directive 85/611/EEC as replaced by the European Council Directive 2009/65/EC or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

The current withholding tax rate is 35%. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

The European Commission has proposed certain amendments to the EU Savings Tax Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Luxembourg resident individuals

A 10% withholding tax is levied on interest payments made by Luxembourg paying agents (defined in the same way as in the EU Savings Tax Directive) to Luxembourg individual residents or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted to be treated as UCITS recognized in accordance with the Council Directive 85/611/EEC, as replaced by the European Council Directive 2009/65/EC or for the exchange of information regime).

Taxation of the Noteholders

Taxation of Luxembourg non residents

Noteholders who are non residents of Luxembourg and who have neither a permanent establishment, a permanent representative nor a fixed base of business in Luxembourg with which the holding of the Notes is connected are not liable to any Luxembourg income tax, whether they receive repayments of principal, payments of interest (including accrued but unpaid interest), payments received upon the redemption or the exchange of the Notes, or realize capital gains on the sale of any Notes.

Taxation of Luxembourg residents

Luxembourg resident individuals

Interest received by a Luxembourg resident individual is, in principle, reportable and taxable at the progressive rate unless the interest has been subject to withholding tax (see the above section “*Withholding tax – Luxembourg resident individuals*”) or to the self-applied tax, if applicable. Indeed, pursuant to the Luxembourg law of December 23, 2005, as amended by the law dated July 17, 2008, Luxembourg resident individuals acting in the framework of their private wealth can opt to self declare and pay a 10% tax on interest payments made by certain non Luxembourg paying agents (defined in the same way as in the EU Savings Tax Directive), including paying agents located in European Union Member States other than Luxembourg, a Member State of the European Economic Area or in a State which has concluded an international agreement directly related to the EU Savings Tax Directive.

The 10% Luxembourg withholding tax (see the above section “*Withholding tax – Luxembourg resident individuals*”) or the self declared 10% tax represents the final tax liability on interest received for the Luxembourg resident individuals receiving the payment in the framework of their private wealth. For individual Luxembourg resident Noteholders, receiving the interest as income from their professional asset, the 10% withholding tax levied is credited against their final tax liability. They will not be liable for any Luxembourg taxation on income on repayment of principal.

Luxembourg resident individual Noteholders are not subject to taxation on capital gains upon the disposal of the Notes owned in the framework of their private estate, unless the disposal of the Notes precedes the acquisition of the Notes or the Notes are disposed of within six months of the date of acquisition of these Notes. Upon the sale, redemption or exchange of the Notes accrued but unpaid interest will however be subject to the 10% tax (either withheld or self declared if the Luxembourg resident individuals opt for the self-declaration). Individual Luxembourg resident Noteholders receiving the interest as business income must include the portion of the price corresponding to this interest in their taxable income; the 10% Luxembourg withholding tax, if applicable, will be credited against their final income tax liability.

Luxembourg resident companies

Luxembourg resident corporate (*sociétés de capitaux*) Noteholders or foreign entities of the same type which have a permanent establishment or a permanent representative in Luxembourg with which the holding of the Notes is connected, must include in their taxable income any interest received or accrued as well as the

difference between the sale, exchange or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold, redeemed or exchanged.

Luxembourg resident companies benefiting from a special tax regime

Luxembourg resident corporate Noteholders benefiting from a special tax regime (such as family wealth management companies subject to the law of May 11, 2007, undertakings for collective investment subject to the law of December 17, 2010 or specialised investment funds subject to the law of February 13, 2007) are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg tax (i.e., corporate income tax, municipal business tax and net wealth tax) other than the subscription tax calculated on their share capital or net asset value.

Net Wealth Tax

Luxembourg net wealth tax will not be levied on a Noteholder, unless (a) such Noteholder is a Luxembourg resident other than a Noteholder governed by (i) the laws of December 17, 2010 and February 13, 2007 on undertakings for collective investment; (ii) the law of March 22, 2004 on securitisation; (iii) the law of June 15, 2004 on the investment company in risk capital; or (iv) the law of May 11, 2007 on family estate management companies, or (b) the Notes are attributable to an enterprise or part thereof which is carried on by a non resident company in Luxembourg through a permanent establishment or a permanent representative.

Other Taxes

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by Noteholders as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer, redemption or exchange of the Notes, unless the documents relating to the Notes are voluntarily registered in Luxembourg.

There is no Luxembourg value added tax payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg value added tax purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services.

No Luxembourg inheritance taxes are levied on the transfer of the Notes upon death of a Noteholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes. No Luxembourg gift tax is levied on the transfer of the Notes by way of gift unless the gift is registered in Luxembourg.

Jersey Taxation

The following summary of the anticipated tax treatment in Jersey of any payments to be made by Glencore Xstrata plc under its guarantee(s) is based on Jersey taxation law as it is understood to apply at the date of this document. It does not constitute legal or tax advice. Holders of Notes (or a beneficial interest in Notes) should consult their professional advisers on the implications of receiving a payment from Glencore Xstrata plc under its guarantee(s) under the laws of the jurisdictions in which they may be liable to taxation. Holders of Notes (or a beneficial interest in Notes) should be aware that tax laws, rules and practice and their interpretation may change.

Withholding Tax in Respect of Payments Under Guarantee(s)

Glencore Xstrata plc is entitled to make any payment that it may be required to make under its guarantee(s) without any deduction or withholding for, or on account of, Jersey income tax.

Income Tax in Respect of Payments Under Guarantee(s)

Holders of Notes (or a beneficial interest in Notes) (other than residents of Jersey) will not be subject to any income tax in Jersey in respect of any payment made to them by Glencore Xstrata plc under its guarantee(s).

Goods and Services Tax

Glencore Xstrata plc is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007. While Glencore Xstrata plc remains an “international services entity”, it is not required to charge goods and services tax in respect of any supply made by it.

EU Savings Tax Directive

As part of an agreement reached in connection with the European Union directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from July 1, 2005, a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in a Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in a Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the European Union Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and understanding of the current practice of the Jersey tax authorities (and subject to the transitional arrangements described above), Glencore Xstrata plc would not be obliged to levy retention tax in Jersey under these provisions in respect of payments made by it under its guarantee(s) to a paying agent established outside Jersey.

Switzerland Taxation

Non residents and residents

Swiss Federal Withholding Tax

All payments of principal and interest in respect of the Notes and the Coupons by and on behalf of the Issuer, including payments by Glencore Xstrata plc as Guarantor under the Deed of Guarantee and each of Glencore International AG and Xstrata (Schweiz) AG as Guarantors under the Guarantee Agreement, will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, withheld, or assessed by Switzerland or any political subdivision or taxing authority thereof or therein, provided that the proceeds of the Notes will be received and, at all times while any Notes are outstanding, used exclusively outside of Switzerland, and the Issuer has and, at all times while any Notes are outstanding, will have its domicile and place of effective management outside of Switzerland.

On August 24, 2011, the Swiss Federal Council issued draft legislation, which, if enacted, may require a paying agent in Switzerland to deduct Swiss withholding tax at a rate of 35 per cent. on any payment of interest in respect of a debt security to an individual resident in Switzerland or to a person resident outside of Switzerland. If this legislation or similar legislation were enacted and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, it is possible that neither the Issuer nor

any paying agent nor any other person would pursuant to the terms of the Notes be obliged to pay additional amounts with respect to any debt security as a result of the deduction or imposition of such withholding tax.

EU Savings Tax Agreement

On October 26, 2004, the European Community and Switzerland entered into an agreement on the taxation of savings income pursuant to which Switzerland adopted measures equivalent to those of the EU Savings Tax Directive (see further below). The agreement came into force as of July 1, 2005.

On the basis of this agreement, Switzerland introduced a withholding tax on interest payments and other similar income paid by a paying agent within Switzerland to an individual resident in a European Union member state. The withholding tax is currently withheld at a rate of 35 per cent., with the option of such an individual to have the paying agent in Switzerland provide to the tax authorities of the relevant member state details of the payments in lieu of the withholding. The beneficial owner of the interest payments may be entitled to a tax credit or refund of the withholding, if any, provided that certain conditions are met. For the avoidance of doubt, Condition 11 (*Taxation*) does not provide for an obligation to gross up for such withholding.

Foreign Final Withholding Tax

On January 1, 2013 treaties on final withholding taxes between Switzerland and the United Kingdom and between Switzerland and Austria entered into force. The treaties, *inter alia*, require a Swiss paying agent to levy final withholding tax at specified rates in respect of an individual resident in the United Kingdom or resident in Austria, as applicable, on interest or capital gain paid, or credited to an account, relating to the Notes. The final withholding tax substitutes the United Kingdom or Austrian income tax, as applicable, on such income of interest or capital gain. Such a person may, however, in lieu of the final withholding tax opt for voluntary disclosure of the interest or capital income to the tax authority of his or her country of residency. Note that Switzerland may conclude similar treaties with other European countries, negotiations currently being conducted with Greece and Italy.

EU Savings Tax Directive

Under the EU Savings Tax Directive, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-European Union countries to the exchange of information relating to such payments.

A number of non-European Union countries including Switzerland, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

GENERAL INFORMATION

Listing and admission to trading

Application has been made for the Notes issued under the Program to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Regulated Market.

Notes may be issued pursuant to the Program which will not be listed on the Luxembourg Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) may agree.

Authorizations

The 2013 update of the Program was authorized by resolutions of the board of directors of Glencore Finance (Europe) S.A. passed on May 7, 2013. The giving of the guarantee by Glencore International AG was authorized by a written resolution of the board of directors of Glencore International AG dated May 6, 2013, the giving of the guarantee by Xstrata (Schweiz) AG was authorized by a written resolution of the board of directors of Xstrata (Schweiz) AG dated May 6, 2013 and by a resolution of the sole shareholder of Xstrata (Schweiz) AG dated May 6, 2013, and the giving of the guarantee by Glencore Xstrata plc was authorized by a committee of the board of directors of Glencore Xstrata plc on May 7, 2013 pursuant to the authority delegated to them by resolutions of the board of directors of Glencore Xstrata plc passed on March 4, 2013.

The Issuer and the Guarantors have obtained or will obtain from time to time all necessary consents, approvals and authorizations in connection with the issue and performance of the Notes and the giving of the guarantees relating to them.

Clearing of the Notes

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is 1 Boulevard du Roi Albert II, B 1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J.F. Kennedy, L-1855 Luxembourg.

Yield

In relation to any Tranche of Fixed Rate Notes, an indication of yield in respect of such Notes will be specified in the applicable Final Terms.

The yield will be calculated at the Issue Date on the basis of the Issue Price. It will not be an indication of future yield.

Use of proceeds

The net proceeds of the issue of each Tranche of Notes shall be used exclusively outside Switzerland and will be applied by the Issuer and/or each Guarantor for general corporate purposes.

Post issuance information

The Issuer does not intend to provide post issuance information, if not otherwise required by all applicable laws and regulations.

Legal and arbitration proceedings

Save as described in “*Description of Glencore Xstrata plc and the Group – Litigation*” on pages 134 to 135 of this Prospectus, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Guarantors are aware), during the 12 month period preceding the date of this Base Prospectus which may have or have had, in the recent past, significant effects on the financial position or profitability of the Issuer, the Guarantors and subsidiaries.

No significant change and no material adverse change

Save for the Merger, there has been no significant change in the financial or trading position of the Issuer, Glencore Xstrata plc, Glencore International AG, Xstrata (Schweiz) AG and their subsidiaries since December 31, 2012 or any material adverse change in the prospects of the Issuer, Glencore Xstrata plc, Glencore International AG, Xstrata (Schweiz) AG and their subsidiaries since December 31, 2012.

Auditors

The authorized auditors of the Issuer are Deloitte S.A. of 560, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, who have audited the non consolidated accounts of the Issuer, without qualification, in accordance with International Standards on Auditing for each of the two financial years ended on December 31, 2012 and December 31, 2011 respectively. Deloitte S.A. is a member of the Luxembourg Institute of Auditors (*Institut des Réviseurs d’Entreprises*).

The auditors of Glencore Xstrata plc are Deloitte LLP of 2 New Street Square, London EC4A 3BZ, United Kingdom who have audited the consolidated accounts of Glencore Xstrata plc, without qualification, in accordance with International Standards on Auditing for each of the two financial years ended on December 31, 2012 and December 31, 2011 respectively. Deloitte LLP is a member of the Institute of Chartered Accountants in England and Wales.

The auditors of Glencore International AG are Deloitte AG of General Guisan-Quai 38, 8022 Zurich, Switzerland, who have audited the non-consolidated accounts of Glencore International AG, without qualification, in accordance with International Standards on Auditing for each of the two financial years ended on December 31, 2010 and December 31, 2009 respectively. Deloitte AG is a member of the Swiss Institute of Certified Accountants and Tax Consultants (*Treuhand-Kammer*). Deloitte AG is recognized as auditor by the Federal Audit Oversight Authority and the Swiss Financial Market Supervisory Authority FINMA.

The auditors of Xstrata (Schweiz) AG were Ernst & Young Ltd of Bundesplatz 1, Zug CH 6304, Switzerland, who have audited the non consolidated accounts of Xstrata (Schweiz) AG, without qualification, in accordance with International Standards on Auditing for each of the two financial years ended on December 31, 2012 and December 31, 2011 respectively. Ernst & Young Ltd (Switzerland Firm) is a member of the Swiss Institute of Certified Accountants and Tax Consultants (*Treuhand-Kammer*). Ernst & Young Ltd (Switzerland Firm) is recognized as auditor by the Federal Audit Oversight Authority and the Swiss Financial Market Supervisory Authority FINMA.

Documents available for inspection

For so long as the Program remains in effect or any Notes shall be outstanding, copies of the following documents may be inspected (and, in the case of (d) and (f) obtainable) during normal business hours on any working day at the specified offices of the Principal Paying Agent and the Paying Agent in Luxembourg (free of charge), namely:

- (a) the Paying Agency Agreement;
- (b) the Deed of Guarantee and the Guarantee Agreement;
- (c) the Trust Deed;
- (d) any Final Terms relating to Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. (In the case of any Notes which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Noteholders);
- (e) the constitutive documents of the Issuer and each Guarantor; and
- (f) this Base Prospectus and any supplements thereto.

Financial statements available

For so long as the Program remains in effect or any Notes shall be outstanding, copies of the following documents may be obtained during normal business hours at the specified office of the Principal Paying Agent and the Paying Agent in Luxembourg, namely:

- (a) the most recent publicly available and any further audited non-consolidated annual accounts of the Issuer beginning with such financial statements for the years ended December 31, 2012, and December 31, 2011;
- (b) the most recent audited non-consolidated financial statements of Glencore International AG beginning with such financial statements for the years ended December 31, 2012 and December 31, 2011;
- (c) the most recent audited non-consolidated financial statements of Xstrata (Schweiz) AG beginning with such financial statements for the years ended December 31, 2012 and December 31, 2011; and
- (d) the most recent publicly available audited consolidated financial statements of Glencore Xstrata plc beginning with such financial statements for the years ended December 31, 2012 and December 31, 2011.

The Issuer, Glencore International AG and Xstrata (Schweiz) AG do not produce interim accounts.

DEFINITIONS AND GLOSSARY OF TECHNICAL TERMS

The definitions set out below apply throughout this Prospectus, unless the context requires otherwise.

Agrium	means Agrium Inc., registered under the federal laws of Canada pursuant to the Canada Business Corporations Act with corporation number 2880814 and registered office at 13131 Lake Fraser Drive S.E., Calgary AB T2J 7E8, Canada;
AR Zinc	means AR Zinc SA, an entity in which the Group has a 100 per cent. interest;
bbls	means barrels;
BEE	means Black Economic Empowerment;
Blackthorn Resources	means Blackthorn Resources Limited, an entity in which the Group has a 13 per cent. interest;
Board	means the board of Directors of the Glencore Xstrata plc;
Carbocol	means Carbocol Inc.;
Century Aluminum	means Century Aluminum Company, an entity in which the Group has a 46.6 per cent. economic interest;
Cerrejón or CdC	means Carbones del Cerrejón Limited;
CEZ	means Canadian Electrolyte Zinc Limited;
Chemoil	means Chemoil Energy Limited, an entity in which the Group has a 89.2 per cent. interest;
CIS	means the Commonwealth of Independent States, whose participant countries are certain former members of the Union of Soviet Socialist Republics;
Cobar	means Cobar Management Pty Ltd, an entity in which the Group has a 100 per cent. interest;
COMEX or NYMEX	means the Commodity Exchange division of the New York Mercantile Exchange;
CZN S.A.	means Cerrejón Zona Norte S.A.;
Directors or Group Directors	means the directors of the Group, whose names appear in the section headed “Management - Board of Directors” in “Description of the Group” of this Base Prospectus;
DRC	means the Democratic Republic of Congo;
Eland	means Eland Platinum Holdings Limited, a company organized under the laws of South Africa with limited liability;
EU	means the European Union;
FSMA	means the Financial Services and Markets Act 2000;
Glencore	means the Group, excluding Xstrata;
Group	means Glencore Xstrata plc and its subsidiaries and any subsidiary thereof from time to time;
Hong Kong Stock Exchange or HKSE	means The Stock Exchange of Hong Kong Limited;

IFRS	means International Financial Reporting Standards;
IPO	means initial public offering;
Issuer	means Glencore Finance (Europe) S.A.;
Jersey Companies Law	means the Companies (Jersey) Law 1991, as amended;
Jumelles	means Jumelles Limited (BVI);
JX Nippon Oil	means JX Nippon Oil & Energy Corporation;
Kansuki	means Kansuki Sprl, an entity in which the Group has an effective interest of 37.5 per cent.;
Katanga	means Katanga Mining Limited, an entity in which the Group has a 75.3 per cent. interest;
Kazzinc	means Kazzinc LLP, a limited liability partnership organized and incorporated under the laws of Kazakhstan in which the Group has a 69.69 per cent. interest;
LBMA	means the London Bullion Market Association;
LME	means the London Metals Exchange;
London Stock Exchange	means London Stock Exchange plc;
Lonmin	means Lonmin plc;
Los Quenuales	means Empresa Minera Los Quenuales SA, an entity in which the Group has a 97.6 per cent. interest;
Merger	means the merger between Glencore and Xstrata completed on May 2, 2013;
MIMEXA	means MIM Argentina Exploraciones SA;
Minara	means Minara Resources Ltd., an entity in which the Group has a 100 per cent. interest;
Minera Alumbrera Limited	means Minera Alumbrera Limited S.A., an entity in which the Group has a 50 per cent. interest;
Mopani	means Mopani Copper Mines plc, an entity in which the Group has a 73.1 per cent. interest;
MPRDA	means the South African Mineral and Petroleum Resources Development Act 28, as amended;
MT	means metric tonnes;
Murrin Murrin	means the joint venture between Minara Resources Ltd. and Glenmurrin Pty Ltd., in which Glencore has a 100 per cent. interest;
Mutanda	means Mutanda Ya Mukonkota Mining Sprl, an entity in which Glencore has an effective interest of 60 per cent.;
Optimum Coal	means Optimum Coal Holdings Limited, an entity in which Glencore has an effective interest of 67.01 per cent.;
PGM	means platinum group metals;
Polymet	means Polymet Mining Corp., an entity in which Glencore has a 25.7 per cent. interest;

Richardson	means Richardson International Limited, registered under the federal laws of Canada pursuant to the Canada Business Corporations Act with corporation number 4135253 and registered office at 2800 One Lombard Place, Winnipeg, MB R3B 0X8, Canada;
Rosh Pinah	means Rosh Pinah Zinc Corporation (Proprietary) Limited, a company incorporated in Namibia in which the Company has an 80.08 per cent. interest;
Savings Directive	means EC Council Directive 2003/48/EC;
Securities Act	means the U.S. Securities Act of 1933 and the rules and regulations promulgated thereunder (as amended);
SFO	means the Securities and Futures Ordinance (Cap. 571) of Hong Kong;
Shanduka Coal	means Shanduka Coal (Pty) Ltd;
Shares	means fully paid up ordinary shares of US\$ 0.01 each in the capital of Glencore Xstrata plc;
SHFE	means Shanghai Futures Exchange;
SIX	means SIX Swiss Exchange Ltd;
South Africa	means the Republic of South Africa;
Sphere	means Sphere Minerals Limited, a company incorporated in Australia in which the Group has an 88.16 per cent. interest;
Swiss GAAP	means Swiss Generally Accepted Accounting Principles;
TNR	means TNR Gold Corp;
tonne or tonnes	means 1,000 kilograms;
UK or United Kingdom	means the United Kingdom of Great Britain and Northern Ireland;
UK Companies Act	means the UK Companies Act 2006, as amended from time to time;
U.S. or United States or United States of America	means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
Umcebo	means Umcebo Mining (Pty) Ltd;
VaR	means Value at Risk;
Verny	means Verny Investments together with Verny Rost, each an independent third party (but for its shareholding in Kazzinc);
Verny Capital	means JSC “Verny Capital” (registered in the Republic of Kazakhstan);
Verny Investments	means closed unit risk investment fund “Vernye Investitsii” (represented by Verny Capital, acting in the best interests of closed unit risk investment fund “Vernye Investitsii”);
Verny Rost	means closed unit risk investment fund “Verny Rost” (represented by Verny Capital, acting in the best interests of

closed unit risk investment fund “Vernye Rost”);

Viterra

means Viterra Inc., registered under the federal laws of Canada pursuant to the Canada Business Corporations Act with corporation number 7501960 and registered office at 2625 Victoria Avenue, Regina SK S4T 7T9, Canada;

Viterra Arrangement

means Glencore’s acquisition of 100 per cent. of the issued and outstanding shares in Viterra, by way of court approved plan of arrangement under the Canadian Business Corporations Act, which was completed on December 17, 2012; and

Xstrata

means Xstrata Limited (previously known as Xstrata plc) and its subsidiaries and any subsidiary thereof as at completion of the Merger.

APPENDIX 1 — OVERVIEW OF CERTAIN DIFFERENCES BETWEEN INTERNATIONAL FINANCIAL REPORTING STANDARDS AND SWISS GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

Introduction

Glencore Xstrata plc prepares and publishes annual consolidated audited financial statements, semi annual consolidated unaudited financial statements and quarterly unaudited consolidated financial statements in accordance with IFRS. Each of Glencore International AG and Xstrata (Schweiz) AG prepares annual non-consolidated audited financial statements in accordance with Swiss GAAP, as defined by the Swiss Code of Obligations (“SCO”).

IFRS differs significantly in certain respects from Swiss GAAP. Swiss GAAP has basic and general accounting rules and it is not as comprehensive as IFRS. The following non-exhaustive summary describes certain differences between the significant accounting policies as applied under IFRS compared to Swiss GAAP as of December 31, 2012. New IFRS standards or changed IFRS/IAS standards effective January 1, 2013 are not considered.

The following summary is not intended to provide a comprehensive listing of all such differences specifically related to Glencore Xstrata plc, Glencore International AG or Xstrata (Schweiz) AG or the industries in which Glencore Xstrata plc, Glencore International AG or Xstrata (Schweiz) AG operate and may not include all differences that exist between IFRS and Swiss GAAP. No attempt has been made to identify all valuation, disclosure, presentation or classification differences that would affect the manner in which transactions and events are valued and presented in the financial statements or the notes thereto.

Objective

IFRS’s objective is to provide information about the financial position, performance and changes in financial position of an entity that is useful to a wide range of users in making economic decisions. The financial statements are therefore investor/shareholder driven.

IFRS provides detailed guidance on specific accounting treatments and disclosure requirements under IFRS are extensive.

The SCO’s main objective is to protect creditors and to set the basis for taxation. SCO financial statements are primarily driven by the principle of prudence and cannot be described as true and fair; overstatements of liabilities and understatements of assets are allowed but are usually limited to the boundaries permitted by tax legislation.

The SCO provides basic guidance on general accounting treatments and disclosure requirements in the notes are limited, thus leaving significant room for interpretation.

Components of financial statements

IFRS financial statements consist of six elements: statement of financial position, statement of income, statement of comprehensive income, statement of cash flows, statements of changes in equity and notes including a description of the accounting policies and other explanatory notes.

The SCO financial statements consist of three elements: statement of financial position, statement of income and notes (only limited notes required by the SCO).

Consolidation requirements

IFRS requires consolidated financial statements including all subsidiaries when control of the subsidiaries exists. Generally a parent does not need to present consolidated financials if the parent is itself a wholly owned subsidiary, the parent's debt or equity instruments are not traded in a public market, the parent is not in the process of filing its financial statements with a securities commission or other regulatory organization and the ultimate parent or any intermediate parent produces consolidated financial statements available for public use that comply with IFRS. Any goodwill should be assessed for impairment annually.

The SCO requires consolidation if certain size criteria are met. However, under certain conditions, the SCO waives the consolidation requirement if the ultimate or any intermediate parent produces consolidated financial statements which are available to the company's shareholders. Goodwill should be amortized over a fixed period of time. In addition, goodwill may be offset against equity at acquisition date.

Translation of financial statements

Under IFRS, for financial statements that are presented in another currency than the functional currency of the entity, assets and liabilities are translated into the presentation currency using year end exchange rates, while their income statements are translated using average rates of exchange for the year. Translation adjustments are included as a separate component of shareholders' equity and have no income statement impact provided no disposals of investments have occurred.

Under SCO, a company's accounting records may be kept in currencies other than Swiss Francs. However, the statutory financial statements must be presented in Swiss Francs. When the underlying accounting records are not kept in Swiss Francs, monetary assets and liabilities are translated into Swiss Francs using year end exchange rates, non monetary assets translated using either year-end or historical rates while the income statement is translated using average rates of exchange for the year. Any translation difference resulting in an unrealized gain is classified as a liability (deferred translation gain), whereas any translation loss is recorded in the income statement.

Receivables

Under IFRS, individual debtors are required to be assessed for impairment. For any identified impairment loss arising from past events, a provision for doubtful debts should be recognized.

Under the SCO, in addition to the amounts required under IFRS, additional general provisions for doubtful debts are generally allowed up to a maximum of 10% of total debts for foreign debts and 5% of total debts for domestic debts.

Inventories

Under IFRS, inventories are carried at the lower of cost and net realizable value using first-in, first-out (FIFO) or the weighted average method to determine cost. In addition, IFRS also permits commodity trading companies to measure their trading inventories at fair value less costs to sell, which is applied by Glencore Xstrata plc.

Under the SCO, inventories are measured at the lower of cost and net realizable value. SCO permits a general valuation allowance.

Investment in associates / subsidiaries

Under IFRS, when preparing consolidated financial statements, investments in associated companies are accounted for using the equity method or in the case where there is no significant influence treated as an available for sale financial asset as described in IAS 39. Equity accounting involves Glencore Xstrata plc recording its share of the associated entity's net income and equity. Subsidiaries would be consolidated when preparing consolidated financial statements. When separate financial statements are prepared, investments in associates and subsidiaries can be recognized at either cost or fair value in accordance with IAS 39.

SCO requires consolidated financial statements to be prepared under certain conditions. However the accounting principles applied in preparing these consolidated financial statements are not dictated by SCO. In the unconsolidated financial statements required under SCO, investments in associates and subsidiaries are recorded at the lower of cost or net realizable value.

Employee post employment benefits

IFRS distinguishes between defined contribution and defined benefit plans. Post retirement obligations that meet the criteria of defined benefit plans need to be accounted for using the projected unit credit method. As in general Swiss pension plans are defined benefits plans under IFRS, this could lead to the recognition of a pension plan liability (or an asset) in the balance sheet, depending on the method used, and the actuarial calculation.

Pension liabilities and amounts due to pension funds need to be disclosed separately in the financial statements prepared in accordance with the SCO. Under the SCO, it is generally assumed that the employer normally does not have any other obligation than to pay the contributions to the pension fund, unless additional contributions are decided by the board of the pension fund in the case of undercoverage. Therefore, no pension liability is usually recognized in the company's books, unless there is a legal obligation towards the pension fund or the employees.

Revenue recognition

Under IFRS, revenue is generally recognized when the risk and rewards of the goods is transferred.

Under the SCO, revenue is generally recognized once the legal title of the goods passes to the new owner.

Measurement of derivatives, of fair value hedges and cash flow hedges

Under IFRS, derivatives including derivatives designated as hedge instruments are measured at fair value. The recognition of changes in fair value is recorded in the income statement except for effective cash flow hedges, of which the changes in fair value are deferred in equity until the effect of the underlying transaction is recognized in the income statement. This issue is not addressed in the SCO, although the concept of prudence would generally require that expected losses on derivative designated as hedge instruments, are recorded in the income statement or disclosed as a contingent liability.

Accounting for tax

Under IFRS, detailed guidance regarding recognition of deferred tax assets and liabilities is provided. Deferred tax assets have to be recognized on tax loss carry forwards if realization of the tax benefit is probable.

Under the SCO, financial statements prepared in accordance with the SCO are the basis for the tax calculation by the tax authorities, subject to any adjustments i.e. unjustified provisions or depreciation as defined by the tax authorities. Deferred taxes are not dealt with in the SCO. Due to the prudence principle, the SCO does not permit the recognition of deferred tax assets.

Extraordinary items

Under IFRS, the term “extraordinary” does not exist. Therefore, all items of income and expense are to be presented as arising from the entity’s ordinary activities.

Under the SCO, the term “extraordinary” is fairly broad and includes profits and losses from transactions not related to the normal course of business or the current accounting period. The SCO does not prescribe a specific presentation of such items in the income statement.

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