

FACILITY FEE LETTER

To: **NOVA RESOURCES B.V.** (the “Company”)

From: **VTB BANK (PJSC)** (the “Agent”)

Dated: 27 October 2020

Dear Sir or Madam

NOVA RESOURCES B.V. – Up to USD 4,990,000,000 Senior Term Loan Facilities Agreement dated 27 October 2020 (the “Facilities Agreement”)

We refer to the Facilities Agreement. This is a Fee Letter. Terms defined in the Facilities Agreement have, unless otherwise defined in this Fee Letter, the same meaning when used in this Fee Letter.

1. FACILITY FEES

1.1 The facility fees referred to in clause 13.2 (*Facility fees*) of the Facilities Agreement are:

- (a) in relation to Facility A, a fee in an amount in USD equal to 1.00 per cent. of the Facility A Committed Amount (as defined below) (the “**Facility Fee (Upfront)**”); and
- (b) in relation to Facility B and Facility C, a fee in an amount in USD equal to 1.00 per cent. of the amount of each Utilisation of Facility B or Facility C (each such fee, a “**Facility Fee (Utilisation)**”).

1.2 In this Fee Letter:

- (a) “**Facility A Committed Amount**” means the Total Facility A Commitments as at the Signing Date minus (if applicable) any amount of Facility A which is cancelled in accordance with paragraph (a) of clause 7.2 (*Voluntary cancellation*) of the Facilities Agreement; and
- (b) the Facility Fee (Upfront) and each Facility Fee (Utilisation) are collectively referred to as the “**Facility Fee**”.

2. FACILITY FEE (UPFRONT)

The Facility Fee (Upfront) is payable by the Company to the Agent (for the account of the Original Lender) within five Business Days from the Signing Date (but in any event prior to the first Utilisation Date).

3. FACILITY FEE (UTILISATION)

The Facility Fee (Utilisation) in respect of a Utilisation of Facility B or Facility C shall be payable by the Company (or the Company may procure that the Borrower of the relevant Utilisation pays that fee) to the Agent (for the account of the Lenders participating in that Utilisation, pro rata to their participations thereunder) on or prior to the Utilisation Date of that Utilisation.

4. PAYMENT

4.1 Each payment of the Facility Fee shall be made in USD to the account of the Agent as notified by the Agent to the Company in writing on or promptly following the Signing Date (and in any event no later than two Business Days before any payment of the Facility Fee falls due).

- 4.2 No amount of the Facility Fee shall be paid using the proceeds of any Loan disbursed under the Facilities Agreement.
- 4.3 Each payment of the Facility Fee shall be made in immediately available, freely transferable, cleared funds and shall not be refundable in whole or in part and shall be non-creditable against any other fee or amount payable in connection with the Facilities Agreement or any other Finance Document.
- 4.4 Each payment of the Facility Fee shall be made without set-off or counterclaim and free and clear of any withholding or deduction. If a Tax Deduction from a payment under this Fee Letter is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 4.5 The Facility Fee is exclusive of any VAT or similar charge. If any VAT or similar charge is chargeable in connection with any payment of the Facility Fee, the Company shall pay that VAT or similar charge at the same time as it makes that payment of the Facility Fee.

5. MISCELLANEOUS

- 5.1 This Fee Letter is a Finance Document.
- 5.2 This Fee Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 5.3 The provisions of clauses 1.4 (*Third party rights*), 36 (*Notices*), 44 (*Contractual recognition of bail-in*), 45 (*Counterparts*) and 47.1 (*Arbitration*) of the Facilities Agreement shall apply to this Fee Letter, *mutatis mutandis*, as if set out herein in full, provided that all references to "Finance Document" and "this Agreement" in any of the above clauses of the Facilities Agreement shall be deemed to be references to this Fee Letter.

Yours faithfully

For and on behalf of

VTB BANK (PJSC)

By: _____

Name: _____

Title: _____

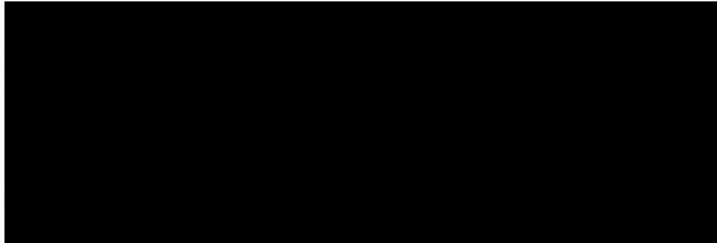
Accepted and agreed

NOVA RESOURCES B.V. as Company

By:



Name:



Title: