

**CONSENT LETTER**

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

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

Dated: 7 December 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”)**

**1. BACKGROUND**

- 1.1 We refer to the Facilities Agreement. Terms defined in the Facilities Agreement have, unless otherwise defined in this letter, the same meaning when used in this letter.
- 1.2 We are writing in our capacity as Company and as agent for each Obligor under clause 2.3 (*Obligors’ Agent*) of the Facilities Agreement.
- 1.3 We refer to our recent discussions with you pursuant to which we informed you that we intend to exercise our right to implement the Acquisition by way of an Offer, rather than a Scheme, in accordance with the procedure set out in paragraph (a) of Clause 3.2 (*Conversion from Scheme to Offer*) and by issuing an Offer Press Release (the “**Offer Conversion**”).
- 1.4 We are writing to you to request certain consents and waivers under the Facilities Agreement in connection with the proposed Offer Conversion.

**2. CONSENT AND WAIVER REQUESTS****Acceptance Condition**

- 2.1 The definition of “Acceptance Condition” in clause 1.1 (*Definitions*) of the Facilities Agreement expressly permits the Agent and the Company to agree the required percentage of acceptances which must be received by the Company in relation to an Offer for the purposes of the Facilities Agreement before the Company declares the Offer unconditional.
- 2.2 We hereby request that you agree that, in connection with the Offer, the Acceptance Condition shall be construed for all purposes under the Facilities Agreement as follows:

“**Acceptance Condition**” means, at the option of the Company:

- (a) the Company has received acceptances for at least 75% in value of the Target Shares to which the Offer relates and at least 75% of the voting rights relating to the Target Shares to which the Offer relates; or
- (b) the Company has received valid acceptances (which, where permitted, have not been withdrawn) for such number of Target Shares which, taken together with all other shares in the Target already owned (directly or indirectly) by the Company, any SPV or ON, or which the Company (and/or its nominee(s)) has acquired or unconditionally agreed to acquire (in each case whether pursuant to the Offer or otherwise), carry in aggregate not less than 75% of the voting rights then normally exercisable at a general meeting of the Target,

or such different percentages as may be agreed in writing between the Agent and the Company.”.

- 2.3 For the avoidance of doubt, it is agreed and acknowledged that Target Shares held by the Target in treasury shall be ignored for the purposes of the calculation of the thresholds referred to in the definition of Acceptance Condition set out at paragraph 2.2, for so long as they are held in treasury.

#### **Conditions Precedent for Offer Press Release**

- 2.4 Section 1 (*Obligors*) of part 2 (*Conditions precedent to be satisfied before the issue of the Offer Press Release*) of schedule 2 (*Conditions precedent*) of the Facilities Agreement contemplates that, prior to issuing the Offer Press Release, the Original Obligors must provide the resolutions and certificates referred to in paragraphs (a) and (b) of that section (the “**Offer CP Deliverables**”). Paragraph (a)(ii) of clause 4.1 (*Initial conditions precedent*) contemplates that the Agent may agree to waive the requirement to receive any of the Offer CP Deliverables.
- 2.5 Given that (1) no Original Obligor other than the Company shall enter into any of the documents referred to in paragraph (a)(i) of that section and (2) the decision to proceed with the Offer Conversion may, in accordance with the Facilities Agreement, be made by the Company at its sole discretion without reference to any other Original Obligor, we hereby request that you agree to waive the requirement to receive the Offer CP Deliverables in respect of each Original Obligor other than the Company.

#### **Request**

- 2.6 We request that you, as Agent, having obtained the consent and acting on the instructions of all Lenders, agree to the requests set out in paragraphs 2.2 and 2.5 above by countersigning this letter and returning a copy of it to us.

### **3. MISCELLANEOUS**

- 3.1 This letter is designated as a Finance Document.
- 3.2 The consents and waivers in this letter are effective only in the instance and for the purpose for which they are given. Save as expressly provided in this letter, the Facilities Agreement and each other Finance Document remain and shall continue in full force and effect.
- 3.3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 3.4 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 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 letter.

*Signature pages follow*

Yours faithfully

For and on behalf of

**NOVA RESOURCES B.V.** as Company and Obligors' Agent

By:

A solid black rectangular redaction box covering the signature area.

Name:

A solid black rectangular redaction box covering the name field.

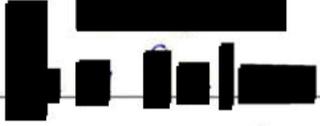
Title:

Director

Accepted and agreed

VTB BANK (PJSC) as Agent

By: 

Name: 

Title: *First Deputy President and  
Chairman of Management Board*

Date: 7 ~~December~~ November 2020