

4 February 2021

**NOVA RESOURCES B.V.**

as Pledgor

and

**VTB BANK (PJSC)**

as Pledgee

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**JUNIOR RANKING  
ACCOUNT PLEDGE AGREEMENT**  
*(Nachrangige Verpfändung von Bankkonten)*

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**THIS JUNIOR RANKING ACCOUNT PLEDGE AGREEMENT** (*Verpfändung von Bankkonten*) (the “**Agreement**”) is dated 4 February 2021 and made between:

- (1) **NOVA RESOURCES B.V.**, a company incorporated under the laws of the Netherlands with company number 67335845 and having its registered office at Strawinskylaan 1151, Tower C - Level 11, 1077 XX Amsterdam, the Netherlands, the Netherlands as pledgor (“**Pledgor**”); and
- (2) **VTB BANK (PJSC)**, as security agent and pledgee (“**Pledgee**”).

### **Preamble**

- (A) Pursuant to a USD facilities agreement originally dated 27 October 2020 between, among others, the Pledgor as borrower and the Pledgee as arranger, agent and security agent – in its respective version as amended, varied or novated – (the “**Original Facilities Agreement**”), the Original Lenders (as defined therein) have agreed to grant a loan facility to the borrowers.
- (B) As a condition precedent for utilising the loan facilities under the Original Facilities Agreement, the Pledgor and the Pledgee entered into an account pledge agreement dated 27 October 2020 pursuant to which the Pledgor pledged certain of its accounts to provide security for the Pledgee’s respective claims under or in connection with the Original Facilities Agreement (the “**Existing Account Pledge Agreement**”).
- (C) On or about the date hereof, the Original Facilities Agreement was amended by an amendment and restatement agreement (the “**Amendment Agreement**”) entered into between, among others, the Pledgor as borrower and the Pledgee as arranger, agent and security agent (the Original Facilities Agreement as amended and restated by the Amendment Agreement, the “**Facilities Agreement**”) to, *inter alia*, increase certain facilities.
- (D) The Pledgor has agreed to enter into this Agreement to provide junior ranking security set out herein under the terms and conditions set out herein.

**IT IS AGREED** as follows:

### **1. DEFINITIONS**

Capitalised terms used in this Agreement shall have the following meaning:

- 1.1 Capitalised terms not defined herein shall have the meaning assigned to them in the Facilities Agreement;
- 1.2 in addition to the definitions contained in various provisions of this Agreement:

“**Account Bank**” means each bank where an Account is held and in particular the bank specified as an account bank in Schedule 1 (List of Bank Accounts).

“**Accounts**” means the accounts specified in Schedule 1 (List of Bank Accounts)

and future accounts held by the Pledgor with any bank in Germany.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in Amsterdam, London and Frankfurt am Main.

“**Enforcement Event**” means the occurrence or existence:

- (a) at any time during the Certain Funds Period, of a Major Default which is continuing; or
- (b) at any time after the end of the Certain Funds Period, of an Event of Default which is continuing.

“**Parties**” means the Pledgor and the Pledgee.

“**Pledges**” means the pledges created pursuant to Clause 3.

“**Secured Obligations**” has the meaning given to that term in Clause 4.1.

“**Security Period**” means the period beginning on the date of this Agreement and ending on the date on which the Pledgee is satisfied that the Secured Obligations (as defined therein) have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation any Obligors or any other person under any of the Finance Documents.

1.3 Unless otherwise indicated, the definition of a term in the singular shall include the definition of such term in the plural and vice versa.

1.4 This Agreement is a Finance Document.

## 2. INTERPRETATION

2.1 The principles of construction contained in clause 1.2 (*Construction*) of the Facilities Agreement shall have the same effect as if set out herein except that each reference to “this Agreement” will be construed to refer to “this Account Pledge Agreement”.

2.2 This Agreement shall be executed in the English language, which shall exclusively guide its interpretation. If a German term has been inserted in brackets, it alone shall be authoritative for the purposes of interpretation of the respective English term used.

2.3 The words “including” or “in particular” are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any preceding words.

2.4 The word “promptly” shall mean without undue delay (*unverzüglich*).

- 2.5 Unless expressly provided otherwise, any reference in this Agreement to a Clause or a Schedule is meant to be a reference to a clause or a schedule under this Agreement.
- 2.6 All schedules to this Agreement shall form an integral part hereof.
- 2.7 Except as otherwise expressly provided herein, any reference in this Agreement to any other document shall mean such document as amended, restated, supplemented or otherwise modified from time to time.

### 3. CREATION OF JUNIOR RANKING PLEDGES

3.1 The Pledgor hereby pledges (*verpfändet*) to the Pledgee:

- (a) any present and future credit balances (*Guthaben*) (including without limitation saving deposits (*Spareinlagen*), time deposits (*Termineinlagen*) (including fixed deposits (*Festgeldanlagen*) and termination monies (*Kündigungsgelder*)) and call money deposits (*Tagesgeldeinlagen*) (including deposits for overnight money, tom/next money, spot/next money and money until further notice (*Geld b.a.w.*), including interest and any account balances (*Saldo*), standing from time to time to the credit of,
- (i) its Accounts;
  - (ii) any present and future replacement accounts, sub-accounts, re-designated accounts and renumbered accounts which are opened or will be opened in the future in replacement of its Accounts; and
- (b) in respect of each Account maintained as a giro account (*Girokonto*) at present or in future, (i) all claims in respect of present and future credit balances (*positive Salden*), (ii) all claims in respect of present and future credit entries (*gutgeschriebene Beiträge*), (iii) all claims to interest payable and (iv) all other present and future monetary rights and claims arising under or in connection with the respective giro agreement (*Girovertrag*) (including without limitation all claims to the grant of a credit entry (*Gutschriftsanspruch*);
- (c) in relation to each Account maintained as a current account (*Kontokorrentkonto*) at present or in the future, all present and future rights and claims arising under or in connection with the respective current account agreement (*Kontokorrentabrede*) (including, without limitation, all claims to determination and acknowledgement of the current account balance (*Anspruch auf Saldofeststellung und –anerkennung*), all claims to present and future current account balances (*Saldoforderungen*) including the causal final balance (*kausaler Schlussaldo*) and the right to terminate the current account relationship (*Kündigung des Kontokorrents*);

- (d) any present and future rights deriving from overdraft commitments (*Überziehungszusagen*) or similar commitments given in relation to any of its Accounts; and
- (e) all other present and future rights to receive payments in connection with its Accounts, including claims for damages (*Schadensersatz*) or unjust enrichment (*ungerechtfertigte Bereicherung*).

3.2 The Pledgee hereby accepts the Pledges created pursuant to Clause 3.1.

#### **4. SECURED OBLIGATIONS**

4.1 The Pledges secure all the Liabilities and all other present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Relevant Person to the Pledgee under each Finance Document (including, without limitation, the obligations set out in clause 30.2 (*Parallel debt (covenant to pay the Security Agent)*) of the Facilities Agreement, including any claim from unjust enrichment (*ungerechtfertigte Bereicherung*), tort (*Delikt*), for damages, including damages under Section 103 of the German Insolvency Code (*Insolvenzordnung* – “InsO”) and any other claims which legally replace or substitute any of the claims specified in this Clause 4.1 (the “**Secured Obligations**”).

4.2 The Secured Obligations are secured as increased or otherwise amended from time to time. Section 1210 paragraph (1), sentence 2 of the German civil code (*Bürgerliches Gesetzbuch, BGB*) shall, thus, not be applicable.

#### **5. DISPOSALS OVER ACCOUNTS**

5.1 Until the occurrence of an Enforcement Event which is continuing, the Pledgor shall have the right to continue to operate the Accounts, subject only to any restrictions or requirements set out in the Finance Documents.

5.2 After the occurrence of an Enforcement Event which is continuing the Pledgee (acting in its capacity as Security Agent) may operate the Accounts, impose conditions for the exercise of the Accounts or revoke the authorization to dispose in accordance with the terms of the Facilities Agreement.

#### **6. REALISATION OF THE PLEDGES**

6.1 Provided that an Enforcement Event has occurred and is continuing, the Pledgee acting on behalf of each Finance Party shall be entitled to realise (*verwerten*) the Pledges in accordance with this Clause 6 at any time after the requirements set forth in Sections 1273 para 2, 1204 et seq. of the German Civil Code are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable (*fällig*).

6.2 The realisation (*Verwertung*) of the Pledges (or any part thereof) shall not require a prior court ruling or any other enforceable title (*vollstreckbarer Titel*). Section 1277 BGB (*Bürgerliches Gesetzbuch, German Civil Code*) is, thus, excluded.

- 6.3 The Pledgee shall be entitled to realise the Pledges - either in whole or in part - in any legally permissible manner.
- 6.4 The Pledgee shall give the Pledgor at least 7 days prior written notice (*Androhung*) of the intention to realise any of the Pledges. Provided that an Enforcement Event is continuing, such notification is not necessary if there is reason to believe that the observance of the notice period will adversely affect the security interests of the Pledgee. Such notification shall in particular not be required, if:
- (a) the Pledgor or any other Relevant Person ceases to make payments to third parties generally ("*Zahlungseinstellung*") or the equivalent where an Obligor is not a German incorporated company;
  - (b) the Pledgor or any other Relevant Person is unable or has admitted inability to pay its debts as they fall due, has suspended making payments on any of its debts, has liabilities (taking into account contingent and prospective liabilities, other than contingent liabilities under the Finance Documents) greater than the value of its assets or has indebtedness in respect of which a moratorium is declared;
  - (c) the Pledgor or any other Relevant Person files an application for the institution of insolvency proceedings or similar proceedings over its assets or becomes obligated to make such filing under any law applicable to the Pledgor or other Relevant Person;
  - (d) any third party files an application for the institution of insolvency proceedings or similar proceedings over the assets of the Pledgor or any other Relevant Person, provided such application is not obviously abusive (*offensichtlich missbräulich*); or
  - (e) a preliminary insolvency administrator (*vorläufiger Insolvenzverwalter*) or an insolvency administrator (*Insolvenzverwalter*) or any similar kind of receiver, liquidator or administrator has been appointed over the assets of the Pledgor or any other Relevant Person.
- 6.5 The notice pursuant to the first sentence of Clause 6.4 may be given to the Pledgor at the same time any notice of acceleration in relation to any of the Secured Obligations is given to the Pledgor.
- 6.6 If the Pledgee decides not to enforce the Pledges over all of the Accounts, it shall be entitled to determine, in its sole discretion, which of the Pledges shall be realised.
- 6.7 Following the realisation of all or part of the Pledges, the net proceeds (net proceeds shall mean proceeds less any taxes and costs) shall be used to satisfy the Secured Obligations in accordance with clause 31 (*Application of proceeds*) of the Facilities Agreement.

## **7. WAIVER OF PLEDGOR'S DEFENCES AND OF SUBROGATION RIGHTS**

- 7.1 The Pledgor hereby waives all defences of potential avoidance (*Anfechtbarkeit*) and set-off (*Aufrechenbarkeit*) pursuant to Sections 1273 para 2, 1211, 770 BGB. This waiver shall not apply to a set-off with counterclaims that are (i) uncontested (*unbestritten*) or (ii) based on an unappealable court decision (*rechtskräftig festgestellt*).
- 7.2 No rights in relation to the Secured Obligations shall pass to the Pledgor by subrogation or otherwise until full and final (*endgültig*) and incontestable (*unanfechtbar*) settlement of all Secured Obligations.
- 7.3 The Pledgor hereby irrevocably agrees not to exercise, until full and final (*endgültig*) and incontestable (*unanfechtbar*) settlement of all Secured Obligations, any rights it may acquire against any Relevant Person, including any recourse claim (*Rückgriffanspruch*) against any such Relevant Person (i) in the event that (and to the extent that) the Pledgor pays any of the Secured Obligations of that Relevant Person or (ii) as a result of enforcement of the Pledges (*pactum de non petendo*).

## **8. RELEASE OF THE PLEDGES**

- 8.1 Upon the expiry of the Security Period, the Pledgee shall, at the cost and expense of the Pledgor, confirm to the Pledgor in writing and as a matter of record only the release of the Pledges and surrender the surplus proceeds, if any, resulting from any realisation of the Pledges to the Pledgor. This shall not apply to the extent that a third party is entitled to the Accounts or to such proceeds. For the avoidance of doubt, the Parties are aware that, upon the expiry of the Security Period, the Pledges will expire and cease to exist due to their accessory nature (*Akzessorietät*) by operation of German law. For avoidance of doubt once the repayment obligations have been discharged and there is no claw-back or other similar litigation pending, the Pledges will be released.
- 8.2 Until the expiry of the Security Period, the Pledgee shall only be obligated to release or surrender the Pledges or any part thereof and/or the surplus proceeds, if any, resulting from any realisation of the Pledges, if and to the extent, applicable law of the Federal Republic of Germany requires such release or if otherwise required pursuant to the terms of the Facilities Agreement. If the Pledgee is required to release collateral under applicable law, it may, however, decide, in its reasonable discretion, to release other collateral than the Pledges in order to comply with such requirement.

## **9. DURATION AND INDEPENDENCE**

- 9.1 Without prejudice to Clause 8.2, in no event shall the Pledges expire before the end of the Security Period.
- 9.2 The Pledges shall provide a continuing security and, to the largest extent possible under applicable law, no change or amendment whatsoever in and to the Secured Obligations and to any document related with the Secured Obligations shall affect



the validity of this Agreement nor shall it limit the obligations which are imposed on the Pledgor hereunder. Section 1210 paragraph (1) sentence (2) of the German Civil Code is, thus, excluded.

- 9.3 This Agreement is in addition to, and independent of, any other security or guarantee the Pledgee or any other Finance Party may now or hereafter hold in respect of the Secured Obligations. None of such security or guarantee shall prejudice, or shall be prejudiced by, the Pledges in any way.

## **10. REPRESENTATIONS AND WARRANTIES**

The Pledgor represents and warrants to the Pledgee in the form of an independent guarantee (*selbständiges Garantieverprechen*) that at the date hereof:

- 10.1 the information provided in this Agreement relating to the Accounts is accurate and complete in all respects and does not omit any information which, if disclosed, would make that information untrue or misleading in any material respect;
- 10.2 save for the pledges created pursuant to the Existing Account Pledge Agreement, the Accounts are free from any liens, rights of retention (*Zurückbehaltungsrechte*), other encumbrances and other third party rights but are subject to a pledge to the benefit of the relevant Account Bank according to its standard terms and conditions (*Allgemeine Geschäftsbedingungen*); and
- 10.3 subject to the Legal Reservations and the Perfection Requirements, the Pledges constitute the valid and legally binding and enforceable security which is enforceable without an enforceable judgement or any other similar instrument (*vollstreckbarer Titel*).

## **11. UNDERTAKINGS OF THE PLEDGOR**

The Pledgor undertakes:

- 11.1 not to transfer any of the Accounts to a different account bank unless permitted under the Facilities Agreement;
- 11.2 to notify the Pledgee of its intention to establish a replacement account in respect of any of the Accounts, including any sub-account, re-designated account or re-numbered account pursuant to Clause 3.1(a)(ii) above. Upon the Pledgee's request, the Pledgor shall give all declarations and render all reasonable assistance which is necessary in order to perfect the Pledgee's pledge over the so established account;
- 11.3 save to the extent expressly permitted under the Facilities Agreement, not to create or permit to subsist any encumbrance over any of the Accounts, or knowingly do or permit to be done, anything which might reasonably be expected to prejudice the existence, validity or ranking of the Pledges;
- 11.4 to notify the Pledgee within five (5) Business Days of any further Accounts it opens with any bank or financial institution in Germany;

- 11.5 to inform the Pledgee promptly upon gaining knowledge of any attachments (*Pfändungen*) of third parties that relate or may relate to the Accounts or any other third-party measures which may impair the Pledges. In the event of any such attachment, the Pledgor shall provide the Pledgee with a copy of the attachment and/or transfer order (*Pfändungs- und/oder Überweisungsbeschluss*) and any other documents which the Pledgee reasonably requests that are necessary or expedient for a defence against such attachment. In addition, the Pledgor shall inform the third party promptly in writing of the Pledges and render to the Pledgee all assistance reasonably required or expedient to protect its Pledges;
- 11.6 The Pledgor shall, at its own expense, execute and do all such assurances, acts and things as the Pledgee may reasonably require:
- (a) for perfecting or protecting the security under this Agreement;
  - (b) in the case of the enforcement of security, to facilitate the realisation of all or any part of the collateral which is subject to this Agreement and the exercise of all powers, authorities and discretions vested in the Pledges;
  - (c) to execute all transfers, conveyances, assignments and releases whether to the Pledgee or to their respective nominees and give all notices, orders and directions which the Pledgee may reasonably think expedient.

## **12. NOTIFICATION OF PLEDGE**

- 12.1 The Pledgor hereby individually and separately undertakes to notify by registered mail (return receipt requested (*Einschreiben mit Rückschein*) or similar means) the Account Bank and, if necessary, any other relevant third party referred to in paragraph 11.5 above within seven (7) Business Days after the date of this Agreement and within seven (7) Business Days after the opening of any new Account, in each case in substantially the form set out in Schedule 2 Part 1 hereto requesting it to acknowledge receipt of the notification and acceptance of the terms thereof to the relevant Pledgor and the Pledgee substantially in the form set out in Schedule 2 Part 2 hereto. The Pledgor will provide a copy of this notification (including the receipt of posting (*Einlieferungsschein*)) or similar evidence of posting and any corresponding return receipt received by it promptly to the Security Agent.
- 12.2 In addition and without prejudice to Clause 12.1, the Pledgor hereby individually and separately instructs the Pledgee to notify by registered mail (return receipt requested) or similar means the Account Bank and, if necessary, any other relevant third party of this Agreement requesting it to acknowledge receipt of the notification and acceptance of the terms thereof to the Pledgee.

## **13. NOTICES**

### **13.1 Communications in writing**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, letter, electronic mail or other electronic means (including, without limitation, by way of posting to a secure website).

### **13.2 Addresses**

The address, e-mail address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Agreement for any communication or document to be made or delivered under or in connection with this Agreement is:

- (a) as shown immediately after its name on the execution pages of this Agreement (in the case of any person who is a party as at the date of this Agreement);
- (b) in the case of any person who becomes a party after the date of this Agreement, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address, e-mail address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **13.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
  - (i) if by way of fax, when received in legible form;
  - (ii) if by way of electronic communication, when actually received (or made available) in readable form; or
  - (iii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 13.2 (*Addressees*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any

substitute department or officer as the Security Agent shall specify for this purpose).

- (c) Any communication or document which becomes effective, in accordance with paragraphs (a) to (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

#### **14. WAIVER**

- 14.1 No failure to exercise or any delay in exercising any right or remedy hereunder by the Pledgee shall operate as a waiver hereunder. Nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any right or remedy.
- 14.2 Any rights of the Pledgee pursuant to this Agreement, including the rights under this Clause 14.2, may be waived only in writing.

#### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 15.2 For any disputes arising out of or in connection with this Agreement the courts in Frankfurt am Main, Federal Republic of Germany, shall have non-exclusive jurisdiction. Which court will have jurisdiction to hear the case (*sachliche Zuständigkeit*), shall be determined in accordance with statutory provisions. The Pledgee, however, shall also be entitled to take legal action against the Pledgor before any other court having jurisdiction over the Pledgor or any of Pledgor's assets.

#### **16. LIABILITY AND INDEMNIFICATION**

The Pledgee shall not be liable for any loss or damage suffered by the Pledgor, save in respect of such loss or damage which is suffered as a result of any gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of the Pledgee.

#### **17. AMENDMENTS**

Any amendment to, or modification of, this Agreement, including this Clause 17, shall be effective only if made in writing, unless mandatory law provides for more stringent formal requirements.

#### **18. SEVERABILITY, FORM**

- 18.1 Should any provision of this Agreement be or become invalid or unenforceable, or should this Agreement be accidentally incomplete or become incomplete, this shall not affect the validity or enforceability of the remaining provisions hereof. In lieu of the invalid or unenforceable provision or in order to remedy any incompleteness, a provision shall apply which comes as close as possible to that which the Parties had intended or would have intended if they had considered the matter. In the event

that any Pledge granted under this Agreement shall be impaired or be or become invalid or unenforceable this shall not affect the validity or enforceability of any other Pledge granted under this Agreement.

**SCHEDULE 1  
LIST OF BANK ACCOUNTS**

Account Bank	Address	Pledgee Code IBAN	Currency
VTB Bank (Europe) SE	Rüsterstr. 7-9	[REDACTED]	[REDACTED]
	60325 Frankfurt am Main	[REDACTED]	[REDACTED]
	Germany	[REDACTED]	[REDACTED]

## SCHEDULE 2

### PART 1 NOTIFICATION OF PLEDGE

#### [Letterhead of Pledgor]

[Registered mail with return receipt]

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

To: [Account Bank] (the “**Account Bank**”)

Date: [●]

Account(s) No. [●] (the “**Accounts**”)

Dear Madam or Sir,

We hereby give you notice that pursuant to Clause 12 of the junior ranking account pledge agreement dated on or about [INSERT: date of account pledge agreement] (the “**Account Pledge Agreement**”) we have pledged in favour of VTB BANK (PJSC) as security agent and pledgee (the “**Pledgee**”) all of our right, title and interest in and to the above Account(s) (which shall include all sub-accounts, renewals, replacements and extension thereof) and all moneys and interest from time to time standing or accruing to the credit thereof. A copy of the Account Pledge Agreement is attached hereto.

It has been agreed that until notice to the contrary from the Pledgee, to be served on you as Account Bank in accordance with the Account Pledge Agreement, the Pledgor may continue to operate the Accounts and in particular may dispose of the amounts standing to the credit of the Accounts. Upon receipt of such aforesaid notice to the contrary you, as Account Bank, shall not allow any dispositions by the Pledgor of amounts standing to the credit of the Accounts. You are entitled to rely on any of such aforesaid notice by the Pledgee without further investigation with respect to identity and due authorization of the signatory, provided that such aforesaid notice is given on the Pledgee’s letter head and further provided that there are no obvious indicators of fraud or misuse.

We herewith waive all rights of confidentiality (*Bankgeheimnis*) in relation to all accounts held with you for the benefit of the Pledgee. We hereby instruct and authorise you to provide the Security Agent with any information requested by it in respect of such accounts.

Please acknowledge receipt of this notice and your agreement to the terms hereof by signing the enclosed copy and returning the same to us.

Yours faithfully,

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**NOVA RESOURCES B.V.** as  
Pledgor



## SCHEDULE 2

### PART 2

#### [Letterhead of Account Bank]

To: **NOVA RESOURCES B.V.**  
[Address],  
as Pledgor

CC: **VTB BANK (PJSC)**  
[Address]  
as Pledgee

Date: [●]

#### **Acknowledgement of Receipt**

We acknowledge receipt of the above notice and our agreement to the terms thereof and confirm that, except for the notice dated 27 October 2020, we have neither received any previous notice of pledge to the Accounts nor are we aware of any third party rights in relation to the Accounts. We hereby grant our consent on behalf of ourselves and our legal successors in title to the pledge of any claims arising out of the Accounts.

We are aware that until notice of termination of authority from the Pledgee in accordance with the Account Pledge Agreement, the Pledgor may continue to operate the Accounts and in particular may dispose of the amounts standing to the credit of the Accounts. Upon receipt of such aforesaid notice to the contrary, we shall not allow any dispositions by the Pledgor of amounts standing to the credit of the Accounts. We are entitled to rely on any notice to the contrary by the Pledgee without further investigation with respect to identity and due authorization of the signatory, provided that such notice to the contrary is given on the Pledgee's letter head and further provided that there are no obvious indicators of fraud or misuse.

We hereby irrevocably and unconditionally [waive/subordinate] our rights in respect of and agree not to make any set-off or deduction from the Accounts or invoke any rights of pledge or retention in relation to the Accounts, other than in relation to charges payable in connection with the maintenance of the Accounts or other bank charges or fees payable in the ordinary course of business. Payment which we credit to the Accounts with the comment "Subject to Receipt of Payment" (such as checks or bills of exchange) can be retransferred in the event that such payment is not received.

[Account Bank]

Date

**SIGNATURE PAGE**

**Pledgee**

**VTB BANK (PJSC)**

Signature: .....  
Name: .....  
Title: .....

**Pledgor**

**NOVA RESOURCES B.V.**

Signature

Name:

Title:

*[Signature pages to Junior Ranking Account Pledge Agreement]*