

**FACILITY FEE LETTER (SECOND UPSIZE)**

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

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

Dated: 25 March 2021

Dear Sir or Madam

**NOVA RESOURCES B.V. – Up to USD 5,520,000,000 Senior Term Loan Facilities Agreement dated 27 October 2020 (as amended and restated pursuant to an amendment and restatement agreement dated 4 February 2021) (the “Facilities Agreement”)**

We refer to the Facilities Agreement. We also refer to the amendment and restatement agreement in relation to the Facilities Agreement dated on or about the date hereof between, among others, the Company and the Agent (the “**Amendment and Restatement Agreement (Second)**”). This is the Fee Letter referred to in clause 5 (*Fees*) of the Amendment and Restatement Agreement (Second). Terms defined in the Facilities Agreement and the Amendment and Restatement Agreement (Second) have, unless otherwise defined in this Fee Letter, the same meaning when used in this Fee Letter.

**1. FACILITY FEE (SECOND UPSIZE)**

- 1.1 The facility fee referred to in clause 5 (*Fees*) of the Amendment and Restatement Agreement (Second) shall be an amount equal to 1.00 per cent. of the Facility A Committed Amount (Second Upsize) (as defined below) (the “**Facility Fee (Second Upsize)**”).
- 1.2 The Facility Fee (Second Upsize) is payable by the Company to the Agent (for the account of the Original Lender) on the first Business Day to occur following the expiry of the Availability Period for Facility A.
- 1.3 In this Fee Letter, “**Facility A Committed Amount (Second Upsize)**” means the aggregate amount by which the Total Facility A Commitments are increased pursuant to the Amendment and Restatement Agreement (Second) on the Effective Date (Second) minus (if applicable) any amount of Facility A which is cancelled following the Effective Date (Second) in accordance with paragraph (c) of clause 7.2 (*Voluntary cancellation*) of the Amended Agreement.

**2. PAYMENT**

- 2.1 Payment of the Facility Fee (Second Upsize) 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 date of this Fee Letter (and in any event no later than two Business Days before any payment of the Facility Fee (Second Upsize) falls due).
- 2.2 No amount of the Facility Fee (Second Upsize) shall be paid using the proceeds of any Loan disbursed under the Facilities Agreement.
- 2.3 Payment of the Facility Fee (Second Upsize) 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.
- 2.4 Payment of the Facility Fee (Second Upsize) 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.

- 2.5 The Facility Fee (Second Upsize) 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 (Second Upsize), the Company shall pay that VAT or similar charge at the same time as it makes payment of the Facility Fee (Second Upsize).

### **3. MISCELLANEOUS**

- 3.1 This Fee Letter is a Finance Document.
- 3.2 This Fee Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 3.3 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:

