



Registration of a Charge

Company name: **VAST RESOURCES PLC**

Company number: **05414325**

Received for Electronic Filing: **05/03/2020**



X907F1DM

Details of Charge

Date of creation: **18/02/2020**

Charge code: **0541 4325 0005**

Persons entitled: **ATLAS SPECIAL OPPORTUNITIES, LLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5414325

Charge code: 0541 4325 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2020 and created by VAST RESOURCES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2020 .

Given at Companies House, Cardiff on 6th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

MORTGAGE AGREEMENT OVER RECEIVABLES

dated 18.02.2020

between

1. ATLAS SPECIAL OPPORTUNITIES, LLC
as Security Trustee

and

2. VAST RESOURCES PLC
as Mortgagor

We hereby certify that save for material redacted pursuant to section 859G Companies Act 2006 this is a true and accurate copy of the original.

HERBERT SMITH FREEHILLS LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date: 5 March 2020

TABLE OF CONTENTS

1.	INTEGRATION.....	4
2.	DEFINITIONS.....	4
3.	CONSTRUCTION.....	6
4.	MORTGAGE.....	7
5.	PERFECTION OF THE MORTGAGE.....	8
6.	FURTHER ASSURANCE.....	10
7.	CONTINUOUS SECURITY INTEREST.....	10
8.	RELEASE OF MORTGAGE.....	10
9.	ENFORCEMENT.....	11
10.	DELEGATION.....	12
11.	APPLICATION OF PROCEEDS.....	12
12.	DURATION AND INDEPENDENCE.....	13
13.	REPRESENTATION.....	13
14.	COVENANTS.....	14
15.	ACKNOWLEDGEMENT.....	16
16.	LIABILITY.....	17
17.	DEALING WITH THE MORTGAGED ASSETS.....	17
18.	NOTICES AND THEIR LANGUAGE.....	17
19.	PARTIAL INVALIDITY.....	18
20.	REMEDIES AND WAIVERS.....	19
21.	AMENDMENTS.....	19
22.	ASSIGNABILITY.....	19
23.	COST AND EXPENSES.....	19
24.	GOVERNING LAW.....	20
25.	JURISDICTION.....	20
26.	WRIT OF EXECUTION.....	20
27.	EXECUTION.....	20

This Mortgage Agreement over Receivables (this "**Agreement**") is made between:

- (1) **ATLAS SPECIAL OPPORTUNITIES, LLC**, an exempted company, having its registered office at Maples Corporate Services LTD, PO BOX 309, Ugland House, Grand Cayman, KY1 – 1104, Cayman Islands as mortgagee and security trustee (the "**Mortgagee**" and "**Security Trustee**") represented by the persons indicated on the signatures pages hereof; and
- (2) **VAST RESOURCES PLC** a company incorporated in England with registered number 5414325 having its registered office at 6th Floor, 60 Gracechurch Street, London, EC3V 0HR as mortgagor (the "**Mortgagor**") by the person(s) indicated on the signatures pages hereof, its duly authorised representative pursuant to the board of directors resolution dated 18.02.2020.

The Security Trustee and the Mortgagor are jointly referred to as the "**Parties**".

Recitals

- (A) Pursuant to the bond issuance deed 23 October 2019 concluded between the sole shareholder of the Mortgagor, namely, VAST RESOURCES PLC, a company incorporated in England, with registered number 5414325 having its registered office at 6th Floor, 60 Gracechurch Street, London, EC3V 0HR ("**Vast**") as Issuer, the Mortgagee as Initial Bondholder and Security Trustee, and ATLAS CAPITAL MARKETS, an exempted company, having its registered office at 3rd floor Queens Gate House, 113 South Church Street Grand Cayman, KY1- 1002 Cayman Islands, holding 50% of the Initial Bondholder (the "**Bonds Issuance Deed**"), Vast has authorised the creation and issue of up to US\$ 15,000,000 aggregate principal amount of 5% 24-month convertible bonds (the "**Bonds**") to be issued in four separate issuances;
- (B) Pursuant to the Bonds Issuance Deed, Atlas Special Opportunities, LLC and Atlas Capital Markets have agreed to appoint Atlas Special Opportunities, LLC, as their security trustee, holding on behalf of the bondholders the security granted by the present Agreement, according to article 164 of the Application Law (as defined below).
- (C) It is a condition subsequent under the Bonds Issuance Deed that the Mortgagor and the Security Trustee enter into this Agreement, as security for the performance of the Secured Obligations (as defined below).

NOW IT IS HEREBY AGREED as follows:

SECTION 1
INTEGRATION, DEFINITIONS AND CONSTRUCTION

1. INTEGRATION

Capitalised terms defined in the Bonds Issuance Deed (including any terms defined in the Bonds Issuance Deed by way of reference) shall, unless otherwise defined in this Agreement or the context otherwise requires, bear the same meaning in this Agreement (including the Parties' list and the Recitals above).

2. DEFINITIONS

In this Agreement terms used as defined terms shall have the following meanings:

Term	Definition
<i>Application Law</i>	means Law no. 71 of 2011 on the application rules for the Civil Code
<i>Civil Code</i>	means the new Romanian Civil Code that entered into force on 1 October 2011, initially approved by Law no. 287/2009, republished in the Official Gazette, Part I, no. 505/15 July 2011, as further amended and supplemented by Application Law, published in the Official Gazette of Romania, Part I, no. 409/10 June 2011, as amended from time to time.
<i>Civil Procedure Code</i>	means the Romanian Civil Procedure Code that entered into force on 15 February 2013, enacted by Law no. 134/2010, republished in the Official Gazette, Part I, no. 247/10 April 2015, as further amended and supplemented by Law no. 76/2012 on the application rules for the Civil Procedure Code, published in the Official Gazette of Romania, Part I, no. 365/30 May 2012, as amended from time to time.
<i>Clause</i>	means a clause hereof.
<i>Debtor</i>	means African Consolidated Resources S.R.L., a limited liability company incorporated and existing under the laws of Romania, whose registered office is in Baia Mare, Street 9 Mai, no. 20, Maramures county, Romania, registered with the Maramures Trade Registry under no. J24/1130/2012, sole registration number 31049454.
<i>National Register</i>	means the National Register for Publicity of Security Interests over Movable Property operating in accordance with Law no. 297/2018.

Event of Default	means any event or circumstance specified as such in Clause 11 (<i>Events of Default</i>) of Schedule 8 of the Bonds Issuance Deed.
Issuer Transaction Documents	has the meaning set forth in Clause 1.1 (<i>Definitions</i>) of Schedule 8 of the Bonds Issuance Deed;
Mortgage	has the meaning set forth in Clause 4 (<i>Mortgage</i>).
Mortgaged Assets	means the Receivables and their Proceeds;
Proceeds	means the fruits and products (Romanian: <i>fructe și produse</i>) realised or derived from the Mortgaged Assets, including without limitation any amounts and/or property received by the Mortgagor as a result of a transfer, sale, assignment, exchange or other alienation, as well as the amounts of money collected pursuant to any disposal thereof, including amounts of money obtained from any other subsequent operations of any part of the Mortgaged Assets, having the meaning ascribed to it under Articles 547 to 550 and Article 2.392 of the Civil Code.
Receivables	means all and any present and future book debts, receivables and other debts whatsoever now and from time to time due or owing by the Debtor to the Mortgagor, arising from any or in connection with any present or future loan granted to Debtor by the Mortgagor, together with any rights, claims and warranties pertaining or ancillary or additional, thereto or associated therewith, including the related security interests, including without limitation the receivables set out in SCHEDULE 1 (<i>List of Receivables</i>), hereto, as amended from time to time pursuant to this Agreement.
Schedule	means a schedule hereof, which shall form an integral part hereof.
Secured Amount	means the amount of US\$ 22,500,000 , which represents the estimation in good faith by the Parties of any such sums of money as are now or as shall from time to time become due by the Obligor to the Secured Parties, including, without limitation, as the case may be, all and any principal and interest, fees, costs and expenses arising out of or in connection with the Issuer Transaction Documents and any other document in connection therewith, and further including all and any amounts representing the expenses incurred by any Secured Party for enforcing any of its rights hereunder.

Security Interest

means any mortgage, pledge, privilege, hypothecation, encumbrance, assignment, attachment, retention of title, set-off or other security interest of any kind, financial collateral or any other agreement or arrangement having the effect of conferring security upon or with respect to any present or future assets, revenues or rights, including, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy.

Secured Obligations

means all or any monies, obligations and liabilities now or hereafter due, owing or incurred by any Obligor to any Secured Party under or pursuant to the Issuer Transaction Documents, in each case, whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Secured Party(ies) or purchased (whether by assignment or otherwise) or acquired in any other way by the Secured Party(ies); denominated in dollars or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

Security Period

means the period commencing on the date of this Agreement and terminating on the date on which all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

3. CONSTRUCTION

3.1 Unless a contrary indication appears, any reference in this Agreement to:

- (a) the "Mortgagor" and the "Security Trustee" shall be construed so as to include their successors in title, permitted assigns and permitted transferees; and
- (b) references to any person in this Agreement shall include its successors or assignees (if any).

3.2 The provisions of Clause 1 (*Definitions*) of the Bonds Issuance Deed shall be deemed to be incorporated herein as if set out in full, and:

- (a) references therein to "herein", "hereof", "hereto" and "hereunder" and other like terms are references to this Agreement and words in the singular shall include the plural and vice versa;
- (b) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (c) "includes" and "including" are not limiting;
 - (d) references to this Agreement and to any provisions of it or to any other document referred to in this Agreement shall be construed as references to it in force for the time being and as amended, modified, supplemented, restated, extended or novated from time to time; and
 - (e) references to Clauses, Recitals and Schedules are references to, respectively, Clauses, Recitals, and Schedules to this Agreement and references to this Agreement include its Schedules;
- 3.3 In the event of any conflict between the provisions of this Agreement and the Bonds Issuance Deed the provisions of the Bonds Issuance Deed shall prevail.
- 3.4 The computation of periods of time shall be made according to the provisions of Articles 2.552 – 2.555 of the Civil Code.
- 3.5 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a Romanian translation of a word or phrase appears in the text of this Agreement, the Romanian translation of such word or phrase shall prevail.
- 3.6 The appointment of the Security Trustee pursuant to clause 13 (*Role of the Security Trustee*) of the Bonds Issuance Deed shall be construed as an appointment of an agent within the meaning of and pursuant to Article 164 paragraph (4) of the Application Law. For the avoidance of any doubt, the Parties acknowledge that the Mortgage created under this Agreement in favour of the Security Trustee (in the name and on behalf of each Finance Party) will benefit to any assignees, transferees through novation and successors of any Finance Party (including, but not limited to any New Finance Party), by maintaining the same rights and priority ranking as originally created in favour of the Security Trustee (in the name and on behalf of each Finance Party), in accordance with and as allowed by, inter alia, Article 1.568 and Article 1.611 paragraph (1) of the Civil Code of Romania.

SECTION 2 THE MORTGAGE

4. MORTGAGE

- 4.1 As continuing security for the payment, prompt and complete discharge and performance by the Obligors of any and all Secured Obligations at any time owed or due to any Secured Party under the Issuer Transaction Documents, in accordance with Article 2.387 et seq. of the Civil Code, the Mortgagor hereby grants in favour of the Security Trustee a first rank movable mortgage (the "**Mortgage**") over the Mortgaged Assets.
- 4.2 For the purpose of Article 2.372 of the Civil Code, the amount secured by this Mortgage is the Secured Amount.

- 4.3 The Mortgage shall rank ahead of any other Security Interest or third party rights created in the future in or over the Mortgaged Assets. The Mortgage shall be in addition to and independent of every other Security Interest which the Secured Party(ies) may now or hereafter hold for any of the Secured Obligations. Furthermore, nothing contained in this Agreement is intended to, or shall operate so as to prejudice or affect any guarantee, pledge, mortgage, charge or other security of any kind whatsoever which the Secured Party(ies) may have for the Secured Obligations or any of them or any right, remedy or privilege of the Secured Party(ies) under the Issuer Transaction Documents or any applicable laws.
- 4.4 In the meaning of the Article 2.372 para. (2) of the Civil Code, the cause of the Secured Obligations is the Bonds Issuance Deed.
- 4.5 The Mortgagor shall provide the Security Trustee on a quarterly basis a list of any new Receivables.
- 4.6 SCHEDULE 1 (*List of Receivables*) shall be amended within seven (7) Business Days upon the Mortgagor having provided the Security Trustee with the quarterly list of any new Receivables. At any such time as an amendment of the abovementioned Schedule is required in accordance with the above, the Mortgagor shall prepare and deliver to the Security Trustee two counterparts of an amendment agreement substantially in the form of SCHEDULE 2 (*Form of Amendment Agreement*) executed by the Mortgagor together with an amended and restated SCHEDULE 1 (*List of Receivables*) initialized by the Mortgagor which shall list all the Receivables of the Mortgagor as of the date on which such list is prepared. Each such amendment agreement shall effectively amend and restate the previous version of SCHEDULE 1 (*List of Receivables*) upon its execution by the Parties. For the avoidance of doubt, any such amendment agreement shall constitute an extension of the Mortgage and shall fall under the provisions of this Agreement in general and under the provisions of Clause 5 (*Perfection of the Mortgage*) in particular.
- 4.7 The Mortgage created hereunder over all future assets shall become effective as of the date of their acquisition, creation, issue or obtaining (or acquisition of rights in any way by the Mortgagor), and the ranking of the Mortgage over the future assets shall be the ranking given at the moment of registration of the first registration notice hereunder with the National Register, in accordance with the Articles 1.228, 2.365, 2.387, 2.392 and 2.412 of the Civil Code.
- 4.8 Any notification, list, amendment or update in relation to the Mortgaged Assets, made in accordance with this Agreement, is made solely for identification and statistical purposes, in order to allow the Secured Party(ies) to properly monitor the list and status of the Mortgaged Assets from time to time, and cannot under any circumstance be construed as limiting the Mortgage hereby created over all Mortgaged Assets.
- 5. PERFECTION OF THE MORTGAGE**
- 5.1 The Mortgagor hereby irrevocably and unconditionally undertakes to take all actions and to make all registrations, notifications and filings and to execute any amendment or

supplement to or variation, or replacement of this Agreement necessary and/or required in relation to this Agreement, in particular with regard to the perfection, maintenance and protection of the Mortgage. In addition to acting on its own initiative, the Mortgagor shall from time to time, at the request of the Security Trustee, take all such action as the Security Trustee may reasonably require to perfect, maintain and protect the security established according to this Agreement.

5.2 In order to effect and perfect the Mortgage, the Mortgagor, at its own cost and expense, shall immediately, but in any event not later than five (5) Business Days as of the signing date of this Agreement (and with respect to the relevant future Mortgaged Assets, immediately, but in no event not later than five (5) Business Days after the date on which an addendum to this agreement is concluded in form and substance as set forth in SCHEDULE 2 (*Form of Amendment Agreement*)).

- (a) perform (or comply with the directions of the Security Trustee concerning the fulfilment of) the registration formalities necessary or desirable to create and preserve a first rank Mortgage over the Mortgaged Assets, including without limitation the registrations with the National Register, and with any other public register, if necessary and with respect to the future Mortgaged Assets perform such registration by adding the details of such relevant future Mortgaged Assets and provide the Security Trustee, at the latest within three (3) Business Days, with all documents and evidence relating thereto in the form and substance acceptable to the Security Trustee. The Security Trustee may, but is not obliged to, register, modify and/or extend the registrations as it considers necessary in order to protect its rights, in accordance with the applicable legislation, the costs of such operations being fully paid by the Mortgagor;
- (b) take, at its own expense, all such action as the Security Trustee may reasonably require, according the Romanian legislation in force at that time, for the purpose of perfecting, maintaining or protecting the rights of the Security Trustee hereunder and preserving the Security Interests intended to be created by the Bonds Issuance Deed or any other document in connection therewith and for facilitating the realisation of any such security or any part thereof;
- (c) notify the Mortgage to the Debtor substantially in form and substance attached hereto as SCHEDULE 3 (*Form of Notice and Acknowledgment of a Mortgage*) and provide the Security Trustee, within three (3) Business Days as of the signing date of this Agreement or with respect to any future receivables within three (3) Business Day as of the date such future receivable is acquired, with the original acknowledgments of the notice attached hereto as SCHEDULE 2 (*Form of Notice and Acknowledgment of a Mortgage*).

5.3 The Mortgagor shall renew the registration of the Mortgage with the National Register mentioned under this Clause 5 (*Perfection of the Mortgage*) no later than sixty (60) days prior to each fifth (5th) anniversary of its registration date or in accordance with the registration requirements of the National Register that may be applicable from time to time. To this end, the Security Trustee, at the request of the Mortgagor, will grant the Mortgagor

the necessary power of attorney, as required by law, in order to enable the Mortgagor to perform the abovementioned registration. Should the Mortgagor not comply with its obligation of renewal, the Security Trustee shall have the right (but not the obligation) to effect such renewal of the registration of the Mortgage with the National Register at the cost of the Mortgagor and the Mortgagor shall take all steps necessary in order to help facilitate the Security Trustee's actions in this regard. To the extent the Security Trustee has performed such a registration on behalf of the Mortgagor, the Mortgagor shall indemnify the Security Trustee for any costs and expenses incurred in relation therewith.

6. FURTHER ASSURANCE

6.1 Insofar as additional declarations or actions are necessary for the granting, perfection or protection of any part of the security granted by this Agreement or its priority, the Mortgagor shall make such declarations or undertake such actions.

6.2 Where additional acts on the part of the Security Trustee are necessary for such actions as are set out in Clauses 5 (*Perfection of the Mortgage*) and 6.1 above, the Security Trustee will decide whether to complete such actions itself or to grant powers of attorney to the Mortgagor.

7. CONTINUOUS SECURITY INTEREST

The Mortgagor and the Security Trustee agree that in the case of a transfer or assignment of the Secured Obligations or any part thereof to a third party, as well as in case of a substitution of the Security Trustee (whether such transfer, assignment, substitution or assumption shall qualify, under the applicable law as novation (Romanian: *novație*) or assignment of contract (Romanian: *cesiune de contract*) or not), the Mortgage hereunder shall continue to secure such assigned, transferred, substituted or assumed Secured Obligations.

8. RELEASE OF MORTGAGE

Upon irrevocable payment in full of, and complete discharge of, all Secured Obligations, the Security Trustee shall, at the cost and expense of the Mortgagor, within ten (10) Business Days release the Mortgage by issuing a release letter or any other document necessary to enable the Mortgagor to perform the deregistration of the Mortgage, provided that where such release is made on the faith of any payment, security or other disposition which is voidable or must be repaid on bankruptcy, liquidation or otherwise, the Mortgage and this Agreement shall continue as if there had been no such release under this Clause 8 (*Release of Mortgage*).

SECTION 3 ENFORCEMENT

9. ENFORCEMENT

- 9.1** Upon notification of the occurrence of an Event of Default, the Security Trustee shall have the right to initiate the enforcement of this Mortgage either according to the provisions of the Civil Procedure Code or according to the procedures established by the Civil Code without being liable for any loss occasioned by either such option and/or such enforcement or resulting from postponement thereof. For the avoidance of doubt, the Security Trustee shall be entitled to enforce the Mortgage in any manner permitted by the applicable law and in any order considered fit by the Security Trustee.
- 9.2** If the Security Trustee decides to commence the enforcement procedure pursuant to the Civil Code, it shall serve notice (the "Notice") to the Mortgagor. The Notice shall detail all the then outstanding Secured Obligations due by the Mortgagor to the Finance Parties and shall be deemed by the Mortgagor conclusive evidence in this respect (save for the manifested errors).
- 9.3** In any case of enforcement of this Mortgage, the Security Trustee may:
- (a) take over the title over the relevant Mortgaged Assets from the Mortgagor and upon becoming a creditor to the Debtor demand and to obtain payment from the Debtors of any amounts due to the Mortgagor; or
 - (b) sell or assign the relevant Mortgaged Assets and set-off the price of such assignment against the then outstanding amount of the Secured Obligations, in accordance with Article 2.465 of the Civil Code.
- 9.4** The Security Trustee may determine which of the Security Interests granted pursuant to the Security Documents shall be used, and in which order, to satisfy the Secured Obligations.
- 9.5** The Mortgagor hereby expressly agrees that the Security Trustee is entitled to enforce its rights and remedies under the Mortgage in accordance with this Clause 9 (*Enforcement*) and expressly waives, to the extent permitted by law, any rights of first refusal, option rights, consent requirements, and any other rights which the Mortgagor might now or in the future have with respect to the Mortgaged Assets, so that any enforcement of the Mortgage may occur freely and without restriction. In case the Security Trustee should seek to enforce the Mortgage, the Mortgagor shall, at its own expense, render forthwith all necessary assistance in order to facilitate the prompt sale, appropriation or transfer to the Security Trustee of the Mortgaged Assets and/or the exercise by the Security Trustee of any other right it may have against the Mortgagor under the Issuer Transaction Documents and/or under this Agreement. In particular, the Mortgagor shall promptly following the Security Trustee's first demand allow all potential bidders for the Mortgaged Assets or any part thereof to conduct a full due diligence audit of the Mortgaged Assets and will support such a due diligence process as reasonably requested by the Security Trustee. For this

purpose, the Security Trustee and its advisers (legal, accounting, commercial etc.) shall, subject to the prior receipt by the Mortgagor of a reasonable confidentiality undertaking by such potential bidder, have unrestricted access to any and all documents and information the Security Trustee may deem necessary for completion of a due diligence audit, including, but not limited to, a review and analysis of the Mortgagor's financial statements, accounting practices, compliance with legal and regulatory requirements, tax situation, commercial and operating procedures (as applicable).

9.6 The Mortgagor hereby waives: (i) any right it may have to demand that any other security provided by the Mortgagor or any third party shall be enforced beforehand; (ii) any right to avoid or set aside this Agreement; or (iii) its right to set-off any claims it might have against the Security Trustee with any Secured Obligations.

9.7 The Parties agree that no partial recovery of the Secured Obligations, by way of (i) enforcement, irrespective of method, under this Agreement, or (ii) otherwise, will result in the termination, or otherwise impairment of the remaining Secured Obligations and these shall survive until their unconditional and irrevocable payment and discharge in full in accordance with the Bonds Issuance Deed, and the Mortgagor hereby expressly waives the provisions of Article 2.463 para. (1) letter (a) of the Civil Code.

10. DELEGATION

10.1 The Security Trustee may delegate by power of attorney, or in any other manner, in accordance with the applicable law, any right or discretion exercisable by the Security Trustee hereunder to a third party. Any such delegation may be made upon such terms and conditions (including by a power to sub-delegate) as the Security Trustee deems appropriate.

10.2 The Security Trustee may rely on such delegate or sub-delegate when exercising its rights or discretion hereunder and shall be liable to the Mortgagor with regard to such delegation provided that any liability of the Security Trustee with regard to such delegation to such delegate or sub-delegate shall be limited to wilful misconduct or gross negligence of the Security Trustee.

11. APPLICATION OF PROCEEDS

11.1 The proceeds from the enforcement of the Mortgage shall be applied in the following order:

- (a) first, in or towards payment of or provision for all costs and expenses incurred by the Security Trustee in connection with the enforcement of this Mortgage;
- (b) second, in or towards payment of the Secured Obligations; and
- (c) third, in payment of the surplus (if any) to the Mortgagor or any other person entitled to it.

11.2 For the purpose of Clause 9 (*Enforcement*) and Clause 11.1 (*Application of proceeds*), where the Secured Obligations (or any part thereof) are in a currency or currencies (for

the purpose of this Clause the "Original Currency") different from that of the respective price paid to or proceeds collected by, the Security Trustee (for the purpose of this Clause, the "Other Currency"), the Security Trustee may apply such amounts (or any part thereof) in purchasing the Original Currency at the rate of exchange on the date such amounts are applied towards the discharge of the Secured Obligations. For the purposes of this Clause 11.2 (*Application of Proceeds*), rate of exchange means the rate at which the Security Trustee is able on the relevant date to purchase the Original Currency with the Other Currency. This Clause shall stand as an irrevocable mandate given by the Mortgagor to the Security Trustee to effect such currency conversions.

12. DURATION AND INDEPENDENCE

- 12.1 This Agreement shall remain in full force and effect until the expiry of the Security Period. Upon the expiry of the Security Period, the Mortgaged Assets or the remainder thereof shall be released from the Mortgage, according to Romanian law.

SECTION 4 REPRESENTATIONS AND COVENANTS

13. REPRESENTATION

Without prejudice and in addition to any representations and warranties made in the Bonds Issuance Deed, which, for the avoidance of any doubt, are considered as being made also in relation to this Agreement, the Mortgagor hereby represents and warrants to the Security Trustee on the date of this Agreement, at the date of filing the application for registration with the National Register and on each and every occasion when representations and warranties are repeated pursuant to the Bonds Issuance Deed, by reference to the facts and circumstances then existing, that:

- (a) no corporate action, legal proceedings or other procedure or step is taken or have been taken or, to its best knowledge after having made due inquiry, threatened in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise); or
 - (ii) an assignment or arrangement with any of its creditors; or
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any of its assets; or
 - (iv) enforcement of any Security Interest over any of its Mortgaged Assets;
- (b) none of the circumstances described below applies to it:

- (i) is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (ii) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); and
- (iii) a moratorium is declared in respect of any of its indebtedness;
- (c) no enforcement procedure has been initiated or threatened with regard to the Mortgaged Assets and the Mortgaged Assets are not subject to any litigation, alternative dispute resolution, arbitration;
- (d) there is no administrative proceeding taking place, pending or threatening against the Mortgagor;
- (e) there are no events or information which, when disclosed, may objectively affect this Mortgage, its enforcement or the value of the Mortgaged Assets;
- (f) the Mortgage may not be avoided or otherwise set aside on the winding-up, liquidation or bankruptcy of the Mortgagor (as the case may be) or otherwise, except by operation of mandatory provisions of laws and regulations of the Mortgagor's jurisdiction of incorporation;
- (g) the Schedules attached hereto contain a complete list of the existing Mortgaged Assets and the information provided therein are true and accurate in all respects; and
- (h) for the purposes of Article 1.221 of the Civil Code, the Mortgagor confirms that it has the necessary experience and knowledge to enter into and evaluate this Agreement and it is not in a state of need as at the date of this Agreement.

14. COVENANTS

14.1 Without prejudice to and in addition to any covenants made in the Bonds Issuance Deed, the Mortgagor hereby unconditionally covenants to the Security Trustee that it will:

- (a) institute and maintain all such proceedings as the Security Trustee may reasonably require to preserve or protect the interests of the Security Trustee under this Agreement;
- (b) do or permit to be done each and every act or thing which the Security Trustee may from time to time require to be done for the purposes of preserving the Mortgage and/or enforcing the rights of the Security Trustee hereunder (including, but without limitation, produce at the Security Trustee's request all necessary documents (in notarial form or otherwise) evidencing the grant of any

power of attorney required by the Security Trustee hereunder) and in respect of the Mortgage, and allow its name to be used as and when reasonably required by the Security Trustee for that purpose;

- (c) refrain from any acts that may or are likely to make the enforcement of the Mortgage created in favour of the Security Trustee, more difficult or impossible;
- (d) promptly on request by the Security Trustee take all actions necessary and duly execute, perfect, deliver and (if required) register in each case at the cost of the Mortgagor every such document as in the reasonable opinion of the Security Trustee may be required according to the in force applicable legislation for the purpose of perfecting, preserving or protecting the security created by this Agreement or exercising any of the rights and powers conferred to the Security Trustee hereunder;
- (e) not take or omit to take any action the taking or omission of which is likely to adversely affect the value of the Mortgage or any other interests (including, but without limitation, the Security Trustee's ability to enforce the Mortgaged Assets without any restriction) of the Mortgagee under this Agreement;
- (f) inform the Security Trustee without undue delay of all matters concerning the Mortgagor of which the Mortgagor is or becomes aware, which are likely to adversely affect the Secured Obligations or the Mortgage;
- (g) ensure that the underlying documents in connection with the Mortgaged Assets do not provide for or include any prohibition, restriction or limitation on the assignment or mortgage of Mortgaged Assets or on the creation of any other Security Interest over such Mortgaged Assets;
- (h) without the prior consent of the Security Trustee and other than as permitted under the Bonds Issuance Deed, not to, either in a single transaction or in a series of transactions, and whether related or not, sell, mortgage, create a Security Interest, offer, or otherwise dispose of or confer upon any person any right whatsoever in relation to the Mortgaged Assets or any part thereof, or any interest therein;
- (i) defend and warrant the rights of the Security Trustee hereunder against the claims and requests of any third party, according to the law, and to promptly inform the Security Trustee of any claim or demand of any person in relation to the Mortgaged Assets;
- (j) send to the Security Trustee forthwith, upon reasonable request and at the Security Trustee's sole discretion, a list with all Mortgaged Assets or copies of all relevant documents in connection with the Mortgaged Assets and their location, including, after the occurrence of an Event of Default, the underlying original ownership title documents of the Mortgaged Assets; and

- (k) provide the Security Trustee with access to any other information in connection with the Mortgaged Assets which the Security Trustee may from time to time reasonably request.

14.2 Notwithstanding anything to the contrary contained herein, the Mortgagor shall remain liable in respect of the Mortgaged Assets to perform all the obligations in respect thereof, and none of the Finance Parties shall be under any obligation or liability in respect of the Mortgaged Assets by reason of this Agreement nor shall the Security Trustee be required to assume or be under any obligation in any manner to perform or fulfil any obligation of the Mortgagor in connection with any of the Mortgaged Assets or make any payment thereunder.

15. ACKNOWLEDGEMENT

15.1 For the purposes of Article 2.396 of the Civil Code, the Mortgagor acknowledges and agrees with the Security Trustee that:

- (a) the representations and covenants set forth in Clause 13 (*Representations*) and Clause 14 (*Covenants*) in this Agreement are essential for the Finance Parties, save for the covenants set forth in Clause 14.1(h) above;
- (b) any material breach of any of its obligations under this Agreement, in particular the obligations of the Mortgagor under Clause 14 (*Covenants*), constitutes an objective ground for the Security Trustee to consider that the Mortgage created herein is in jeopardy or that the prospect of the payments secured under this Agreement has been or is about to be impaired, and this shall qualify as an Event of Default; and
- (c) the Parties have acted in good faith in connection with the Mortgage created pursuant to this Agreement.

15.2 The Mortgagor and each individual signing this Agreement on behalf of the Mortgagor hereby acknowledges by such individual's signature on this Agreement that such individual understands English sufficiently to comprehend the provisions of this Agreement.

**SECTION 5
MISCELLANEOUS**

16. LIABILITY

The Security Trustee shall not be responsible for any liability suffered by the Mortgagor due to the Security Trustee's actions under this Agreement except to the extent such liability suffered by the Mortgagor results from wilful misconduct or gross negligence of the Security Trustee or from the illegal actions of the Security Trustee.

17. DEALING WITH THE MORTGAGED ASSETS

Without prejudice to Section 4 above and as long as no Event of Default has occurred, the Mortgagor will deal with its Mortgaged Assets in the ordinary course of its business, including to receive any reimbursements, but, in any case, only as permitted under the Issuer Transaction Documents.

18. NOTICES AND THEIR LANGUAGE

18.1 Communications in writing

Unless expressly provided otherwise herein, all notices, demands, or other communications to be made under or in connection with this Agreement shall be in writing, signed for, and on behalf of, the party giving it. It shall be served by sending it by e-mail or delivering it by hand, registered mail or courier.

18.2 Addresses

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

(a) in the case of the Security Trustee:

Attn: Mr. Mustapha Raddi and Mr. Charles Ofori

ATLAS SPECIAL OPPORTUNITIES, LLC

Address: Maples Corporate Services LTD, P.O. Box 309, Ugland House, Grand Cayman, KY1 – 1104, Cayman Islands

Tel: [REDACTED]

E-mail: [REDACTED]

(b) in the case of the Mortgagor:

Attn: Roy Tucker

VAST RESOURCES PLC

Address: [REDACTED]

Tel: [REDACTED]

E-mail: [REDACTED]

or any substitute address, e-mail address or department or officer as the Mortgagor may notify to the Security Trustee (or the Security Trustee may notify to the Mortgagor, if a change is made by the Security Trustee) by not less than five (5) Business Days' notice.

18.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if delivered in person, at the time of delivery;
- (b) if posted, five (5) days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
- (c) if by electronic messaging system, on the date it is received;

18.4 Any communication or document to be made or delivered to a Party will be effective only when actually received by that party and then only if it is expressly marked for the attention of the department or officer identified with the Parties' signature below (or any substitute department or officer as the Party shall specify for this purpose).

18.5 Language

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Security Trustee, accompanied by an English translation and, in this case, the English translation will prevail, unless the document is a constitutional, statutory or other official document.

19. PARTIAL INVALIDITY

If any provision of this Agreement shall be or become ineffective in whole or in part, the remaining provisions shall remain unaffected. Invalid provisions shall be deemed replaced by such valid provisions which, taking into consideration the purpose and intent of this Agreement, have, to the extent legally possible, the same economic effect as the invalid provision. The preceding rule shall be applicable mutatis mutandis to any omissions in this Agreement.

20. REMEDIES AND WAIVERS

- 20.1** No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 20.2** Other than expressly permitted under the Issuer Transaction Documents, the Mortgagor waives any right to avoid liability or obligations or raise defences on the basis of:
- (a) unforeseeable event (Romanian: *caz fortuit*); and/or
 - (b) force majeure (Romanian: *forță majoră*), save where the force majeure event is proved by the Mortgagor with a certificate duly issued by the Romanian Chamber of Commerce and Industry (Romanian: *Camera de Comerț și Industrie*) and not challenged or found unlawful or annulled by the relevant Romanian court.

21. AMENDMENTS

This Agreement may be amended only by the written agreement of the Parties. A waiver of this requirement must be made in writing.

22. ASSIGNABILITY

- 22.1** Neither this Agreement nor any rights hereunder nor interest herein may be assigned or otherwise disposed of, or assigned or otherwise encumbered, by the Mortgagor without the prior written consent of the Security Trustee.
- 22.2** The Security Trustee may freely assign, dispose of or encumber any or all of its rights and obligations under this Agreement to any person acting in accordance with the provisions of Bonds Issuance Deed. The Mortgagor hereby expressly agrees to such a transfer (including by way of assignment, novation (Romanian: *novație*) or assignment of contract (Romanian: *cesiune de contract*) which shall not affect the existence or the provisions of the Mortgage created hereunder.

23. COST AND EXPENSES

23.1 The Mortgagor shall pay the Security Trustee within five (5) Business Days of demand the amount of all taxes, costs and expenses (including legal fees for external counsels, fees and out-of-pocket expenses), together with any VAT thereon, incurred by the Security Trustee in connection with (i) the negotiation, preparation and execution of this Agreement, any other document created hereunder and executed after the date of this Agreement as well as of any amendment of this Agreement or other document thereof, and (ii) the enforcement of or the preservation of any rights under this Agreement.

23.2 The Parties hereby acknowledge and agree that the provisions of Clause 22.1 above shall be subject to be limitations provided under clause 10.2 of the Bond Issuance Deed.

SECTION 6
GOVERNING LAW AND JURISDICTION

24. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Romania.

25. JURISDICTION

Romanian courts shall have exclusive venue and jurisdiction with respect to any lawsuit, action or proceeding relating to this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

26. WRIT OF EXECUTION

This Agreement is and constitutes without any further formalities a writ of execution (Romanian: *titlu executoriu*) under the Article 2.431 of the Civil Code.

27. EXECUTION

This Agreement shall be executed by the Parties hereto in any number of counterparts and any single counterpart or set of counterparts executed and delivered by all the parties hereto shall constitute a full and original Agreement for all purposes. For documentation purposes, after execution of this Agreement in counterparts and exchanging signatures via e-mail, the Parties shall execute and circulate by mail two (2) originals of this Agreement so that, eventually, each Party shall hold for its records one original of this Agreement signed by all Parties.

SCHEDULE 1
LIST OF RECEIVABLES

<u>No.</u>	<u>Value of the contract</u>	<u>Description of Contract</u>	<u>Outstanding amount</u>
1.	USD 10,035,426	Loan agreement dated 30 December 2012 as amended, consolidated and restated on 7 June 2018 (the "Vast Consolidated Loan Agreement")	USD 10,035,426
2.	USD 7,500,000	Loan Agreement no. 20/1 dated 25 November 2019	USD 2,483,635

**SCHEDULE 2
FORM OF AMENDMENT AGREEMENT**

**AMENDMENT NO. [●] TO THE MORTGAGE AGREEMENT OVER RECEIVABLES DATED
18.02.2020**

This amendment is made by and between:

- (1) **ATLAS SPECIAL OPPORTUNITIES, LLC**, an exempted company, having its registered office at Maples Corporate Services LTD, PO BOX 309, Ugland House, Grand Cayman, KY1 – 1104, Cayman Islands (the "**Security Trustee**"); and
- (2) **VAST RESOURCES PLC** a company incorporated in England with registered number 5414325 having its registered office at 6th Floor, 60 Gracechurch Street, London, EC3V 0HR as mortgagor (the "**Company**")

NOW IT IS HEREBY agreed as follows:

The Security Trustee and the Mortgagor hereby enter into Amendment no. [●] (this "**Amendment**") to the Mortgage Agreement over Receivables dated 18.02.2020 (the "**Agreement**"). Terms defined in the Agreement shall have the same meaning when used herein.

The parties to this Amendment hereby agree that Schedule 1 (*List of Receivables*) of the Agreement shall be replaced by the schedule attached hereto.

The Amendment set out herein shall take effect on the date of its signing. From the date of this Amendment the schedule attached hereto shall form an integral part of the Agreement. Except as amended hereby, the Agreement shall continue in full force and effect. This Amendment is governed by Romanian law.

The Mortgagor

The Security Trustee

SCHEDULE 3
FORM OF NOTICE AND ACKNOWLEDGMENT OF A MORTGAGE

Form of Notice and Acknowledgement of a Mortgage over Receivables

Romanian addressees will be delivered a notice based on a bilingual version in form and substance satisfactory to the Security Trustee

To: [Name]
Address: [Address]
Tel: [●]
E-mail: [●]

Dear Sirs,

Re: Notice of Mortgage over [insert the appropriate Mortgaged Assets]

We hereby give you notice that **VAST RESOURCES PLC** (the "Mortgagor") has mortgaged all its rights, receivables and claims of whatever nature arising from or in connection with the [insert the appropriate Mortgaged Assets] and all relevant accessory rights thereunder and under guarantees of any kind by any issuer or other mortgages in relation thereof to **ATLAS SPECIAL OPPORTUNITIES, LLC** (the "Security Trustee"), pursuant to an agreement dated 18.02.2020 (the "Mortgage Agreement over Receivables") in order to secure sums which may be or become owing to the Security Trustee under the Issuer Transaction Documents (as described in the Mortgage Agreement over Receivables) up to a maximum amount of EUR USD 22,500,000. Such security interest has been registered, *inter alia*, with the National Register under ID no. [●]

Until you receive a notice to the contrary from the Security Trustee, please remit any payment to be made under the [insert the appropriate Mortgaged Assets] to our account held with [●] IBAN [●].

You are also hereby instructed (i) to irrevocably pay to the Security Trustee, in the manner indicated by the Security Trustee, all amounts due to us under the [insert the appropriate Mortgaged Assets], upon receipt of a notice from the Security Trustee, stating that an event of default occurred under the Issuer Transactions Documents, (ii) to inform the Security Trustee of any delay in payment due from the Mortgagor under [insert the appropriate Mortgaged Assets] and (iii) not to accept any reduction of the amounts or any termination of the [insert the appropriate Mortgaged Assets] without the prior written consent of the Security Trustee.

This instruction may not be altered or revoked by us without the prior written consent of the Security Trustee.

We kindly ask you to acknowledge the receipt of this notice by signing below and return it to us and the Security Trustee at the following addresses:

FOR THE SECURITY TRUSTEE

ATLAS SPECIAL OPPORTUNITIES, LLC:

Address: [●]

Attention: [●]

E-mail: [●]

FOR THE MORTGAGOR

VAST RESOURCES PLC.

Address: [●]

Attention: [●]

E-mail: [●]

Sincerely yours,

VAST RESOURCES PLC.

By: _____

Name: [●]

Position: [●]

[please affix the company stamp]

We, hereby acknowledge receipt of the above Notice of a Mortgage over [relevant Mortgaged Assets] and confirm that we will comply with the terms thereof.

Dated: [●]

By: _____


Name: _____

Title: _____

For and on behalf of African Consolidated Resources S.R.L.

EXECUTION PAGE

ATLAS SPECIAL OPPORTUNITIES, LLC

Signature: 

Name: Lawrence Cutler

Title: Authorised Signatory

Date: 18.02.2020

EXECUTION PAGE

VAST RESOURCES PLC

Signature:

Name:

~~Andrew Richard Prelea~~

ROY CLIFFORD TUCKER

Title:

Director

Date:

18.02.2020