



Registration of a Charge

Company name: **VAST RESOURCES PLC**

Company number: **05414325**



X782EDYI

Received for Electronic Filing: **14/06/2018**

Details of Charge

Date of creation: **07/06/2018**

Charge code: **0541 4325 0003**

Persons entitled: **MERCURIA ENERGY TRADING S.A.**

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: **OLIVER ELSAESSER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5414325

Charge code: 0541 4325 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2018 and created by VAST RESOURCES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2018 .

Given at Companies House, Cardiff on 18th June 2018

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**

RECEIVABLES MORTGAGE AGREEMENT

dated 7 June 2018

VAST RESOURCES PLC

as Mortgagor

and

MERCURIA ENERGY TRADING S.A.

as Mortgagee



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THIS RECEIVABLES MORTGAGE AGREEMENT ("Agreement") is made on 7 June 2018

BETWEEN:

- (1) **VAST RESOURCES PLC**, a public limited liability company duly organised and existing under the laws of England and Wales, having its registered office at 6th Floor 60 Gracechurch Street, London, United Kingdom, EC3V 0HR, registered with the England and Wales companies register under number 05414325, acting as mortgagor ("**Mortgagor**"), herein acting and represented by the person(s) indicated on the signatures pages hereof, its duly authorised representative(s);
- (2) **MERCURIA ENERGY TRADING S.A.**, a company duly organised and existing under the laws of Switzerland, having its registered office at 50 Rue Du Rhone, Geneva, 11204, Switzerland, registered with the Swiss company register under the registration number 05837428, acting as mortgagee ("**Mortgagee**"), herein acting and represented by the person(s) indicated on the signatures pages hereof, its duly authorised representative(s),

(collectively referred herein as the "**Parties**", each a "**Party**").

WHEREAS:

- (A) On 21 March 2018, the Mortgagee, on the one hand, and Sinarom Mining Group S.R.L. a company organised under the laws of Romania having its office at Str. Minelor Nr. 20 Iacoveni, Suceava, Romania, registered with the Trade Registry under no. J33/1054/2015, sole identification code 22666256 ("**Sinarom**") and the Mortgagor, on the other hand, have entered into a prepayment agreement ("**Prepayment Agreement**"), for the purposes of, *inter alia*, the Mortgagee making payments in advance of the purchase price of the Concentrates under certain Commercial Contracts, as further detailed in the Prepayment Agreement.
- (B) The Mortgagor and Sinarom are part of the same group of companies, which currently envisage to develop long term business relationships with the Mortgagee.
- (C) In consideration of the Mortgagee being a party to the Prepayment Agreement and in order to further induce the Mortgagee to make or to agree to make advances or other financial accommodations under or in connection with the Transaction Documents, the Mortgagor and the Mortgagee have agreed to enter into this Agreement for the purpose of securing all Secured Obligations towards the Mortgagee under the Transaction Documents.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND CONSTRUCTION

1.1 Prepayment Agreement defined terms:

Whenever used in this Agreement, unless the context otherwise requires or grants a different meaning thereto, the terms defined in the Prepayment Agreement have the same meanings herein.

1.2 Amended agreements

References herein to the Prepayment Agreement shall be construed as references to the Prepayment Agreement as the same may be amended or supplemented or varied in any other way from time to time.

1.3 Certain defined terms

In this Agreement, unless otherwise stated or otherwise required by the context hereof, the following terms have the following meanings:

"**African**" means African Consolidated Resources S.R.L., a company organised under the laws of Romania having its office at 20 Mai Street, Baia Mare, Maramures, Romania, registered with the Trade Registry under no. J24/1130/2012, sole identification code 31049454.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.



"Electronic Archive" means the Electronic Archive for Secured Transactions, as regulated under Article 2,413 of the Romanian Civil Code.

"Enforcement Costs" means all and any amounts of money representing costs, charges and expenses incurred by the Mortgagee for protecting, perfecting, preserving and/or enforcing any of the rights of the Mortgagee under the Prepayment Agreement and the Commercial Contracts. For the avoidance of any doubt, the Enforcement Costs shall include but shall not be limited to all and any costs, charges and expenses for taking over or (forced or voluntary) remittance of the Mortgaged Property and all expenses incurred by the Mortgagee or on its behalf with the registration, preservation and/or sale, or appropriation of the Mortgaged Property as provided by the applicable legislation and this Agreement.

"Enforcement Action" means any action whatsoever to:

- (a) demand payment of, declare prematurely due and payable or otherwise seek to accelerate payment of or place on demand, all or any part of the amounts under or in connection with the Receivables;
- (b) recover all or any part of the amounts under or in connection with the Receivables (including, without limitation, by exercising any right of set-off or combination of accounts);
- (c) exercise or enforce any security right or rights against guarantors or sureties or any other rights under any other document or agreement in relation to (or given in support of) all or any part of the Receivables;
- (d) petition for (or take any other steps or action which may lead to) an Insolvency Related Event in relation to the Sinarom and/or African; and
- (e) commence legal proceedings against the Sinarom and/or African.

"Event of Default" means (i) any event or circumstance as described under Clause 16 (Events of Default) of the Prepayment Agreement, and/or (ii) any breach, infringement of, default or event of default under the Vast Consolidated Loan Agreement and/or the Vast Mortgage Agreement, and/or (iii) any action (including inaction) or transaction made by Sinarom and/or African that results or might result in the defeat, impairment or circumvention of the rights of the Mortgagee under this Agreement and/or the Vast Consolidated Loan Agreement and/or the Vast Mortgage Agreement.

"Insolvency Related Event" means:

- (a) any application, notice, resolution or order is made, passed or given for or in connection with the winding up, liquidation, dissolution, reorganisation, insolvency, bankruptcy, preventative concordatum (Romanian, *concordat preventiv*) or other similar proceedings of Sinarom and/or African; or
- (b) any assignment or otherwise transfers of all or any of Sinarom and/or African assets for the benefit of its creditors generally (or any class thereof) or any approving of entering into any composition or arrangement with its creditors generally.

"Mortgage" means the mortgage right (*drept de ipoteca*) regulated by the Romanian Civil Code.

"Mortgaged Property" means the Receivables and the Proceeds in connection therewith as mortgaged pursuant to Section 2.1 of this Agreement, in accordance with the terms of the Romanian Civil Code.

"Proceeds" means the fruits and products (*fructe si producte*) of the Receivables, including without limitation any property received by the Mortgagor as a result of any administration or disposal act concluded towards any asset from the Mortgaged Property, as well as any assets replacing them or within which their value is transferred, pursuant to Articles 547-550 and Article 2,392 of the Romanian Civil Code.

"Receivables" means any and all receivables and debts whatsoever now and from time to time due or owing by Sinarom and/or African to the Mortgagor, as well as any rights, benefits, claims and other interest of the Mortgagor (which would or might give rise to the right to claim or to collect an amount in favour of the Mortgagor), under or in connection with the Vast Consolidated Loan Agreement and the Vast Mortgage Agreement and all other contracts entered into by Sinarom and/or African and the Mortgagor which are secured by the Vast Mortgage Agreement, including, without limitation, the



contracts listed under Schedule 1 (*Receivables*) hereof, as updated from time to time according to Section 5.1.2 (*Additional Receivables*) of this Agreement and all extensions, amendments, replacements and renewals thereof.

"Registration Notice" means the notice to be registered with the Electronic Archive to perfect and protect the Mortgage hereby created (or intended to be created) and to preserve and protect the rights of the Mortgagee hereunder as contemplated, *inter alia*, by Article 2,413 of the Romanian Civil Code.

"Romanian Civil Code" means Law no. 287/2009, republished, as further amended and supplemented to date.

"Secured Amount" means, solely for the purposes of this Agreement, the amount of USD 12,720,000 consisting of:

(a) the maximum Advances of USD 9,500,000 made available to Sinarom under the Prepayment Agreement,

together with

(b) an additional amount representing a good faith estimate by the Parties of the maximum of all other monies owed or potentially owed to the Mortgagee by Sinarom, the Mortgagor and/or any other party under and/or in connection to the Transaction Documents, interest expected to accrue in relation to the Advances made available under the Prepayment Agreement, default interest, fees, costs and expenses arising out of or in connection with the Transaction Documents, including all and any Enforcement Costs.

"Secured Obligations" means all present and future obligations and liabilities due, owing or incurred to the Mortgagee by Sinarom, the Mortgagor and/or any other Obligor under the Transaction Documents (other than the Commercial Contracts and the African Offtake Contracts), at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all losses incurred by Mercuria in connection therewith and the Enforcement Costs. The cause of these obligations and liabilities consists of making payments in advance by the Mortgagee to Sinarom of the purchase price of the Concentrates to be acquired under Commercial Contracts, as further detailed in and pursuant to the Prepayment Agreement.

"Security" means any movable mortgage, pledge, charge, privilege, priority right, hypothecation, encumbrance, assignment, lien, attachment, set-off, or other security interest of any kind (whether by law or by contract) or any other agreement or arrangement having the effect of conferring security upon or with respect to, or any segregation of or other preferential arrangement with respect to, any present or future assets, revenues or rights.

"Security Period" means the period from the date of this Agreement and terminating the earliest at the date the Secured Obligations have been finally duly discharged according to the Prepayment Agreement.

"Transaction Documents" has the meaning given to it under the Prepayment Agreement.

"Vast Consolidated Loan Agreement" means the loan agreement dated 30 December 2012 initially entered into between the Mortgagor (under its prior corporate name as African Consolidated Resources Plc) as lender and African, as borrower, and acceded by Sinarom, as borrower, by means of the addendum thereto no. 5 dated 3 July 2015, as amended or supplemented or varied in any other way from time to time, including *inter alia*, by addendum no.1 dated 30 December 2013, addendum no. 2 dated 1 July 2014, addendum no. 3 dated 30 December 2014, addendum no. 4 dated 1 April 2015, above-mentioned addendum no. 5 dated 3 July 2015, addendum no. 6 dated 30 December 2015, addendum no. 7 dated 30 December 2016 and addendum no. 8 dated 29 December 2017 and as consolidated and restated on or about the date hereof.

"Vast Mortgage Agreement" means the movable mortgage agreement dated 19 July 2017 entered into by Sinarom as mortgagor and the Mortgagor, as mortgagee as amended or supplemented or varied in any other way from time to time, including, *inter alia*, by addendum no.1 dated 24 July 2017 and registered with the Electronic Archive under no. 2017-00056883092678-EJN, whereby Sinarom grants in favour of the Mortgagor a movable mortgage over certain movable assets as security for its obligations towards the Mortgagor arising under the Vast Consolidated Loan Agreement or in



connection with any other payments, investments, loans granted by the Mortgagor and pre-emption right of the Mortgagor.

1.4 Certain additional defined terms

The terms and expressions defined in the preamble to and recitals preceding this Agreement constitute an integral part hereof and the respective meanings of such terms and expressions are herein incorporated by reference.

1.5 Construction

Unless otherwise stated herein, Clause 1.2 of the Prepayment Agreement will apply *mutatis mutandis* to this Agreement or any notice given under or in connection with this Agreement.

1.6 Sections and references

The division of this Agreement into Sections and Schedules and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections or Schedules are to Sections or Schedules of this Agreement.

2. MORTGAGE

2.1 Mortgage

For securing the Secured Obligations up to the Secured Amount, the Mortgagor, as owner of the Mortgaged Property, as such it is as at the date hereof and shall become from time to time, hereby creates in favour of the Mortgagee a Mortgage over the Mortgaged Property pursuant to the terms of this Agreement and in accordance with the applicable Romanian law.

2.2 Dealing with the Mortgaged Property

Without prejudice to Section 2.1 above as long as no Event of Default has occurred, the Mortgagor will deal with its Mortgaged Property in the ordinary course of its business but, in any case, only as permitted under the Prepayment Agreement.

2.3 The Mortgage extends over all Proceeds

The Mortgage created under this Agreement covers all the Proceeds of the Mortgaged Property and over any other property interest hereafter obtained by the Mortgagor (including without limitation all and any property obtained pursuant to any act of administration or disposal, concluded in respect of the Mortgaged Property, as any assets which replaces or into which the value of the Mortgaged Property is transferred, or any of its parts) being mortgaged in favour of the Mortgagee by way of Mortgage pursuant to this Agreement.

2.4 Moneys paid into bank accounts

Subject to the provisions of the Prepayment Agreement and without mutual settlement of the balances according to Article 2,185 of the Romanian Civil Code, all moneys obtained (without limitation) upon the transfer, exchange, sale or other alienation in whole or in part of the Mortgaged Property shall be paid exclusively into bank accounts which shall at all times be mortgaged in favour of the Mortgagee. All such moneys shall be used for the discharge of the Secured Obligations.

2.5 Registration of Mortgage with Electronic Archive

2.5.1 Save of the initial registrations of the Mortgage hereunder with the Electronic Archive (which will be arranged by the Mortgagee), the Mortgagor shall deliver within 10 (ten) Business Days from the date of notification by the Mortgagee any other document, recording, filing, notification, registration, notarisation or other evidence in relation to the creation, perfection and maintenance of the Mortgage under this Agreement, which has



been requested by the Mortgagee to the Mortgagor, in form and substance satisfactory to the Mortgagee and in accordance with Romanian law.

2.5.2 In the event the description of any Mortgaged Property which was initially registered with the Electronic Archive does not cover the Proceeds related to the Mortgaged Property (except for the moneys whose origin may be established), the Mortgagee will register with the Electronic Archive an amending Registration Notice within 15 (fifteen) days as of the date that Mortgagor obtained those Proceeds for the purpose of maintaining the ranking of the Mortgage over those Proceeds, in accordance with Article 2,412 of the Romanian Civil Code.

2.5.3 In case of any discrepancy between the information registered in the Registration Notice registered with the Electronic Archive and the information herein, the information herein shall prevail.

2.6 Right of Mortgagee to register

The Mortgagor hereby acknowledges and agrees that the Mortgagee shall have the right (but not an obligation) without notice to the Mortgagor to file, to amend or to renew the relevant Registration Notice with the Electronic Archive and/or to make all and any notification or registration with any applicable registry and take any other steps permitted by law to ensure that the Mortgage created hereunder is and continues to be a first-ranking valid and legal Mortgage, fully opposable and enforceable against the Mortgagor and third parties.

2.7 Future obligations

The Parties hereby agree that any and all future Advances and any and all future obligations under or in connection with the Transaction Documents shall be covered by the Mortgage created under this Agreement, which shall maintain its ranking throughout the entire Security Period, pursuant to Article 2,370 of the Romanian Civil Code.

2.8 Role of updates

The notifications, list and update in respect of future assets referred to in Section 5.1 (*Affirmative covenants by the Mortgagor*) are made solely for identification and statistical purposes, in order to allow the Mortgagee to properly monitor the list and status of the Mortgaged Property from time to time, and cannot under any circumstance be construed as limiting the Mortgage hereby created over the entire Mortgaged Property, including, without limitation, such future assets.

3. CONTINUING MORTGAGE

The Mortgage hereunder shall be a continuing Mortgage notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

4. REPRESENTATIONS AND WARRANTIES

4.1 Reliance

On the date hereof and for so long as any amount is outstanding or remains unpaid under any Transaction Document, the Mortgagor makes the following representations and warranties to the Mortgagee as set out in the provisions of this Section 4 (*Representations and Warranties*) and



acknowledges that such representations and warranties were essential in the Mortgagee's entering into this Agreement.

4.2 Power and authority

- (a) It has the power to enter into and perform the obligations arising under this Agreement and has taken all necessary action to obtain all necessary authorizations for the conclusion and the performance of this Agreement and the transactions contemplated by it (including without limitation the creation of Mortgage as expressed to be created hereunder).
- (b) No limit on its powers will be exceeded as a result of the creation of the Mortgage as expressed to be created hereunder.

4.3 No filing or stamp taxes

Subject to due registration of this Agreement in accordance with the laws governing the Electronic Archive, it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority or that any stamp, registration or similar tax be paid on or in relation to this Agreement or the transactions contemplated by this Agreement.

4.4 Security

No Security exists over the Mortgaged Property and the Mortgagor is not a party to, nor is any of the Mortgaged Property bound by, any agreement under which the Mortgagor is or may be required to create, assume or permit to arise any Security over the Mortgaged Property other than any Security permitted under the Prepayment Agreement.

4.5 Legal and beneficial ownership

- (a) The Mortgagor is the sole, legal, and beneficial owner of the Mortgaged Property and has current and valid title over the Mortgaged Property.
- (b) No breach of any law or regulation by the Mortgagor subsists which might reasonably have an adverse effect over the Mortgaged Property.
- (c) There is no understanding, agreement, reserve, restriction, condition or another aspect which could have an adverse effect over the Mortgaged Property or the Mortgage created hereunder.

4.6 Schedules

Schedule 1 (*Receivables*) of this Agreement contains true, updated and complete description of all Receivables.

5. COVENANTS BY THE MORTGAGOR

5.1 Affirmative covenants by the Mortgagor

The Mortgagor hereby undertakes and covenants with the Mortgagee that:

5.1.1 *Protection of the Mortgagee's interests*

The Mortgagor shall take all steps which may be necessary or expedient to protect the interests of the Mortgagee in relation to this Agreement;

5.1.2 *Additional Receivables*

The Mortgagor shall ensure Schedule 1 (hereof) contain true, updated and complete lists of all Receivables (secured by the Vast Mortgage Agreement) and within 5 (five) Business Days as of the date of a new Receivable (secured by the Vast Mortgage Agreement), execute an amendment to this Agreement to specifically include any new Receivables in Schedule 1 (Receivables) hereof (by delivery to the Mortgagee of a notice in the form provided in Schedule 3 (Notice and Acknowledgement of Amendment) hereof and of an



updated list of Receivables in the format provided by Schedule 1 (Receivables) hereof) and comply with the provisions of this Section 5.1 and of Section 2.5 (Registration of Mortgage) above;

5.1.3 *Confirmation of Mortgage*

Within 5 (five) Business Days of the date of execution of this Agreement (or, as applicable, within 5 (five) Business Days after notifying the new Receivable to the Mortgagee as mentioned above) the Mortgagor shall deliver to Sinarom and African (or other relevant debtor) a communication (in form and substance conforming to the form of communication set forth in Schedule 2 (Communication and Acknowledgement of Mortgage on Receivables)), and cause an original acknowledgement of this communication signed by Sinarom and African (or other relevant debtor) and delivered to the Mortgagee. The Mortgagee reserves the right to withdraw at any time the right of the Mortgagor to charge the Receivables or any part thereof, in accordance with Article 2,406 paragraph (2) from the Romanian Civil Code.

5.1.4 *Delivery of titles*

Following the occurrence of an Event of Default, if the Mortgagee so requires, the Mortgagor shall deposit with the Mortgagee all certificates, titles, policies, authorisations, licences and other documents of title or evidence of ownership in relation to any part of the Mortgaged Property, within 5 (five) days of such request.

5.1.5 *Status of Receivables*

Inform the Mortgagee in writing immediately upon becoming aware of any (permitted or not-permitted) payments of the Receivables as well as of any breach, infringement of, default or event of default under the Vast Consolidated Loan Agreement and/or the Vast Mortgage Agreement, and/or any action (including inaction) or transaction made by Sinarom and/or African that results or might result in the defeat, impairment or circumvention of the rights of the Mortgagee under this Agreement and/or the Vast Consolidated Loan Agreement and/or the Vast Mortgage Agreement.

5.1.6 *Litigation and Default*

Inform the Mortgagee in writing immediately upon becoming aware of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Mortgaged Property and/or Mortgagor in relation to the Mortgaged Property or any part thereof as well as of any breach or default under the Vast Consolidated Loan Agreement and/or the Vast Mortgage Agreement.

5.1.7 *Release of existing Security*

Register the release of the Vast Mortgage Agreement from the Electronic Archive no later than 10 (ten) days from the date when (i) there are no outstanding amounts owed by Sinarom to the Mortgagor under the Vast Consolidated Loan Agreement, or (ii) the Mortgage under Vast Mortgage Agreement is released in any way.

5.1.8 *Sinarom Security*

Procure that, on or about the date of this Agreement, Sinarom creates a Security in favour of the Mortgagee over the assets subject to the Vast Mortgage Agreement in form and substance satisfactory to the Mortgagee.

5.2 *Negative Covenants by the Mortgagor*

Save as otherwise permitted under the Prepayment Agreement, the Mortgagor hereby undertakes and covenants with the Mortgagee that the Mortgagor will not:



5.2.1 *Negative pledge*

Create, grant or permit to subsist any other Security over the whole or any part of the Mortgaged Property.

5.2.2 *No transfers (disposals)*

Transfer, sell, assign, dispose of, or otherwise alienate, any right of ownership or any dismemberment thereof or any other right or interest in the whole or any part of the Mortgaged Property, unless the Mortgagee pre-agrees in writing.

5.2.3 *No waivers*

Waive, release, settle, compromise or abandon any claim from or in connection with the Receivables or do or omit to do any other act or thing whereby the recovery in full of any proceeds thereof as and when they become mature may be impeded.

5.2.4 *No revocation of power of attorney*

Under any circumstance, revoke the power of attorney granted to the Mortgagee at and 6.4 (*Authorisation*) of this Agreement and/or approve or permit the approval of a resolution having the effect to, amend, cancel, revoke or suspend, the approval granted to such potential transfer by the provisions herein.

5.2.5 *No repayment and no enforcement*

Take any Enforcement Action prior to the end of the Security Period without the prior written consent of the Mortgagee. For the avoidance of any doubt, no payment and/or receipt of any amount related to the Receivables is permitted during the Security Period, save as otherwise expressly permitted by the Prepayment Agreement or if pre-approved in writing by the Mortgagee, and the Receivables shall be contingent (*supuse conditiei suspensive*) and may become due and payable only after the end of the Security Period.

5.3 **Remedy**

If the Mortgagor fails to perform any of the covenants contained in this Section 5 (Covenants by the Mortgagor) the Mortgagee may (but shall not be obliged to) remedy such failure at the expense of the Mortgagor either itself or through any other person and on such terms as the Mortgagee shall consider appropriate.

6. **ENFORCEMENT**

6.1 **Enforceability**

Upon the occurrence of an Event of Default or if the Secured Obligations are not fulfilled in accordance with the Transaction Documents, the Mortgagee may, without further notice to the Mortgagor, enforce the Mortgage hereby created for the Secured Obligations. The Mortgagee may enforce all or any part of the Mortgage constituted herein and in any order that the Mortgagee may choose.

Following enforcement, in case the Mortgaged Property is sold (and/or appropriated, as applicable) pursuant to this Section 6, the excess of the purchase price (and/or appropriation value, as applicable) of the Mortgaged Property over the Secured Obligations shall be paid to the Mortgagor within 3 (three) Business Days from the irrevocable discharge in full of all the Secured Obligations, as further detailed under Section 6.7 below.

6.2 **Additional enforcement events**

In accordance with Article 2,396 of the Romanian Civil Code, notwithstanding the provisions hereof and of the Prepayment Agreement, the Mortgagee has the additional right to declare that all or any



part of the Secured Obligations has become due and payable and to proceed to the enforcement, in accordance with the applicable laws and this Agreement, in case it ascertains that all or part of the Mortgaged Property is not appropriately maintained or other facts have occurred of a nature to render more difficult or make impossible the judicial enforcement, provided that the Mortgagee has reasonable commercial grounds to believe that the Mortgaged Property would be jeopardised or there is a possibility that the enforcement of the Secured Obligations is about to be hindered.

6.3 No implicit waiver

No failure to exercise, nor any delay in exercising, on the part of the Mortgagee, 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.

6.4 Authorisation

During the Security Period, upon the Mortgage over the Mortgaged Property hereby constituted having become enforceable, the Mortgagee and each of its officers and/or representatives are hereby irrevocably authorised and empowered to take any steps which may be necessary or useful in realising or otherwise dealing with the Mortgaged Property.

6.5 Writ of execution

This Agreement is a writ of execution (*titlu executoriu*), according to Romanian law, in accordance with Article 2,431 of the Romanian Civil Code.

6.6 Means of enforcement

In connection with the enforcement of this Agreement, the Mortgagee has the discretion, in order to ensure the recovery of the Secured Obligations from the Mortgagor, to the extent permitted by Romanian law, to:

- (a) instruct Sinarom, African or other relevant debtors of the Mortgagor under the Receivables to perform their respective obligations directly towards the Mortgagee or a third party designated by the Mortgagee without any prior written consent of the Mortgagor being necessary; and/or
- (b) if it allowed the Mortgagor the right to collect Receivables and Proceeds according to this Agreement, take over the original receivable title, request and obtain the payment from Sinarom, African or other relevant debtors and set off that amount against any owed Secured Obligations or, at its discretion, sell the Receivables or any part thereof and collect the price thereof, which it will set off against any owed Secured Obligations; and/or
- (c) if it suppressed the Mortgagor the right to collect the Receivables and Proceeds according to this Agreement, continue to request and obtain the payment from Sinarom, African or other relevant debtors and set off that amount against any owed Secured Obligations or, at its discretion, sell the Receivable or any part thereof and collect the price thereof, which it will set off against any owed Secured Obligations and/or
- (d) set off due moneys of the Secured Obligations against the monetary Proceeds, namely it may take over the Proceeds resulted from the Mortgaged Property on account of the Secured Obligations, the value of the Secured Obligations being reduced according to the value of the settled Proceeds; and/or
- (e) take possession (through its own means or with the help of an enforcement officer, at its choice) of the documents (if any) that prove the existence of the ownership title of the Mortgagor with respect to the entire Mortgaged Property or any part thereof; and/or
- (f) take any action that is permitted under Romanian law in order to recover the Secured Obligations, including to carry out any registration, notification or other formalities necessary or desirable to enable the Mortgagee or any third party buyer of the Mortgaged Property or of

any part thereof to take full and beneficial title to such Mortgaged Property or part thereof; and/or

- (g) obtain from the Mortgagor on demand the payment of all and any outstanding Secured Obligations; and/or
- (h) convert any amounts of money recovered in the currency of the Secured Obligations at the exchange rate charged by it and compensate these amounts against any Secured Obligations; and/or
- (i) take any action required for the enforcement of the Mortgage created over the Mortgaged Property by any means permitted under Romanian law, including public auction pursuant to the Romanian Code of Civil Procedure; and/or
- (j) utilise any combination of the methods set forth above in this Section 6.6 items (a) to (i) above for the purpose of satisfying the obligations of the Mortgagor hereunder and under the other Transaction Documents,

and the Mortgagee shall apply the proceeds of enforcement as specified under the Prepayment Agreement.

6.7 In case the Mortgaged Property is sold (and/or appropriated, as applicable) pursuant to Section 6.6 above, the excess of the purchase price (and/or appropriation value, as applicable) of the Mortgaged Property over the Secured Obligations shall be paid to the Mortgagor within 3 (three) Business Days from the irrevocable discharge in full of all the Secured Obligations. The Parties hereby agree that:

- (a) if the above mentioned payment within 3 (three) Business Days cannot be made, then the money can be submitted into an account in Romania or abroad at the disposal of the Mortgagor or of any person that may be lawfully entitled thereto; and
- (b) any fees, costs and expenses for transferring the money out of such bank account shall be paid by the Mortgagor or the relevant person lawfully entitled to such funds.

6.8 The Mortgagee may enforce this Agreement pursuant to the above provisions and the Romanian Civil Code, and pursuant to the procedures set out in the Romanian Code of Civil Procedure. None of the above clauses may be interpreted as limiting the right of the Mortgagee to seek the enforcement of this Agreement in any way permitted under Romanian law (including those set out in the Romanian Code of Civil Procedure).

6.9 **Cooperation to enforcement**

In the event of enforcement carried out under this Agreement, the Mortgagor hereby undertakes to carry out and complete any and all formalities required by Romanian law to enable the Mortgagee (and/or, as appropriate, the person(s) to whom the Mortgagee will sell or dispose of the Mortgaged Property as aforesaid) to take full and beneficial title to such assets and further undertakes not to obstruct or delay the enforcement proceedings against the Mortgaged Property or any part thereof.

7. **FURTHER ASSURANCES**

7.1 **Assurances**

The Mortgagor shall promptly do all such assurances, acts, deeds and things or execute all such documents (including any amendment to this Agreement, assignments, transfers, pledges, charges, liens, notices and instructions) and take all such action as is available to it (including making all filings and registrations) as the Mortgagee may specify (and in such form as the Mortgagee may require):

- (a) to create, register, maintain, perfect, extend or protect the Mortgage hereby created (or, as the case may be, intended to be created), which may include the execution of a charge, assignment, pledge or other Security over the Mortgaged Property, or for the exercise of any rights, powers and remedies of the Mortgagee provided by or pursuant to this Agreement, the other Transaction Documents or by law;



- (b) to confer on the Mortgagee a Security over any receivables or other assets equivalent to or similar to the Security intended to be conferred by or pursuant to the Transaction Documents; and/or
- (c) following an Event of Default, to facilitate the finalization of the enforcement on the Mortgaged Property.

7.2 Authorisations

The Mortgagor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Mortgagee of,

any Authorisation required under any law or regulation of Romania and their jurisdictions of incorporation to enable it to perform its obligations hereunder, to ensure the legality, validity, enforceability or admissibility in evidence in Romania and their jurisdiction of incorporation of this Agreement, and to enable it to own its assets and to carry on its business, trade and ordinary activities as currently conducted.

7.3 Taxes

7.3.1 The Mortgagor shall duly and punctually pay and discharge all taxes imposed upon it or the Mortgaged Property within the time period allowed without incurring penalties.

7.3.2 The Mortgagor will on demand produce and deliver to the Mortgagee all receipts and vouchers in proof of such payments.

7.4 Trade secret

All information received by the Mortgagor during the negotiation, conclusion, perfection and performance of this Agreement with respect to the Mortgagee, its professional activity, business or its clients is considered to be a trade secret. The Mortgagor hereby undertakes not to disclose such information to any third party, except for the circumstance when such disclosure is required by law or by public authorities exercising their duties and which are entitled to acquire such information and in such cases only subject to Romanian mining legislation requirements. This non-disclosure obligation of the trade secret will survive the termination of any other obligations deriving under this Agreement.

8. NOTICES

8.1 Notices under the Prepayment Agreement

Any notice made under this Agreement shall observe Clause 19 (Notices) of the Prepayment Agreement, which will apply mutatis mutandis to this Agreement or any notice given under or in connection with this Agreement.

8.2 Registration of new registered office

The Mortgagee will notify the Mortgagor as regards any change of its registered office. The Mortgagor hereby undertakes, at its own expense, to notify the Mortgagee as regards any change of its registered office and to register with the Electronic Archive any change of the registered office of a party hereto, as applicable.

9. MISCELLANEOUS

9.1 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the authorised representatives of each of the Parties.



9.2 Severability

The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder.

9.3 Successors

This Agreement is binding for the Mortgagor and its successors and shall benefit to the Mortgagee, its successors and assigns and to the ones to which this/those have transferred rights and obligations by way of novation, assignment, assignment of contract or other means provided by law. The Mortgagor shall not assign, novate or otherwise transfer all or any part of its rights or obligations under this Agreement, without written consent of the Mortgagee. The benefit of this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, by the Mortgagee (and this Mortgage shall continue for the benefit of any transferee of the Mortgagee upon any transfer by novation made by the Mortgagee with respect to any of its rights and obligations under any Transaction Documents by maintaining the same rights and priority ranking as originally created for the transferring Mortgagee, this provision being deemed to constitute express agreement (*prevedere expresa*) for the preservation of the Mortgage created hereunder in accordance with Article 1,611 of the Romanian Civil Code).

9.4 Survival of the mortgage claim (*actiune ipotecara*)

If the right to action regarding the Secured Obligations is discharged by way of limitation (*prescriptie*), the right of mortgage action shall not be discharged. The Mortgagee may pursue, in accordance with the law, the Mortgaged Property, to the extent of its value.

9.5 Governing Language

All certificates, instruments and other documents to be delivered under or supplied in connection with this Agreement shall be made in the English language or shall be accompanied by a certified Romanian translation upon which the Mortgagee shall be entitled to rely.

9.6 Schedules

Schedules from 1 to 3 hereto form an integral part of this Agreement.

9.7 Number of originals executed

This Agreement has been executed in 3 (three) originals, 1 (one) original for Mortgagor, and 2 (two) originals for the Mortgagee.

9.8 Remedies

Any non-performance, partial performance or delay in the enforcement of any right or remedy that derives from this Agreement in favour of the Mortgagee will not be regarded as a waiver of that right or remedy, nor will it stop the Mortgagee to perform its rights and remedies deriving from this Agreement or from the applicable law in the future. For the avoidance of any doubt, nothing in this Agreement shall prejudice any rights of the Mortgagee under the Prepayment Agreement (including under Clause 15.1.25 thereof)

9.9 Acknowledgement of receipt

The Mortgagor hereby represents and confirms that it received a copy of all Transaction Documents.

10. TERMINATION AND RELEASE

- 10.1 This Agreement shall terminate and the Mortgaged Property shall be discharged at the end of the Security Period upon the delivery by the Mortgagee to the Mortgagor of a written acknowledgment of satisfaction of full and final payment of all amounts and liabilities which are or may become owed under the Transaction Documents.



- 10.2 The Mortgagee shall take all reasonable actions to deregister the Security registered in the Electronic Archive after the discharge has occurred, but in any event, no later than 10 (ten) days from the date when the obligations of the Mortgagor as established in the hereby Agreement and the Transaction Documents were extinguished.

11. GOVERNING LAW AND JURISDICTION

11.1 Governing Law

This Agreement as well as the non-contractual obligations arising out of or in connection therewith shall be governed by and construed in all respects in accordance with the laws of Romania.

11.2 Jurisdiction

Any dispute and any suit, action or proceeding, which may arise out of or in connection with this Agreement as well as the non-contractual obligations arising out of or in connection therewith, will be tried by the competent Romanian court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in their respective names by their duly authorised representatives on the day and year first above written.



SCHEDULE 1. RECEIVABLES

Part I - Receivables

Name of Debtor	Number and Date of the Agreement	Total Value of Contract	Outstanding Amount	Scope of contract
Sinarom Mining Group S.R.L.	30.12.2012			working capital facilities
African Consolidated Resource S.R.L.	30.12.2012			working capital facilities

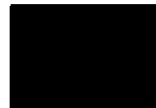
Part II – Initial Maturity Date

DATE	TYPE	GBP	USD	EUR	GBP	USD	initial due date according to agreement
1/22/2013							12/30/2013
2/4/2013							12/30/2013
3/5/2013							12/30/2013
3/26/2013							12/30/2013
4/24/2013							12/30/2013
5/20/2013							12/30/2013
5/31/2013							12/30/2013
6/27/2013							12/30/2013
8/1/2013							12/30/2013
8/29/2013							12/30/2013
9/23/2013							12/30/2013
9/27/2013							12/30/2013
10/24/2013							12/30/2013

[illegible]

[illegible]

[illegible]

[illegible]






[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

7/13/2017												12/30/2017
7/24/2017												12/30/2017
8/1/2017												12/30/2017
8/1/2017												12/30/2017
8/1/2017												
8/8/2017												12/30/2017
8/11/2017												12/30/2017
8/21/2017												12/30/2017
9/1/2017												12/30/2017
9/1/2017												
9/13/2017												12/30/2017
9/29/2017												
10/1/2017												12/30/2017
10/1/2017												
11/1/2017												
11/15/2017												



[illegible]

[illegible]

SCHEDULE 2. COMMUNICATION AND ACKNOWLEDGEMENT OF MORTGAGE ON RECEIVABLES

To/Catre: [Name of debtor / Numele debitorului]

[Address of debtor / Adresa debitorului]

Date / Data [●]

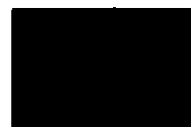
Dear Sir / Stimate Domn

Re: Contract no. [●] dated [●] regarding [●] (the "Contract")

Ref: Contract nr. [●] din data [●] cu privire la [●] ("Contractul")

1. We refer to the Movable Mortgage Agreement (the "**Mortgage Agreement**") made on [●] May 2018 between Vast Resources PLC mortgagor (the "**Mortgagor**") and Mercuria Energy Trading S.A. as secured creditor (the "**Mortgagee**"), which for the purposes of this letter shall include any transferee, assign or successor of the Mortgagee that the Mortgagee may notify to you from time to time) acting under the Prepayment Agreement dated 21 March 2018 (the "**Prepayment Agreement**").
2. We write to advise you that by the Mortgage Agreement the Mortgagor has charged in favour of the Mortgagee certain movable assets including, among others, all and any of our receivables and rights, present or future, owing by you to the Mortgagor under the Contract and any other future contracts that might be concluded with the Mortgagor, including all our claims of whatever nature deriving thereof.
3. However, subject as hereinafter mentioned, you shall continue to deal with us in respect of all claims under the Contract, until you receive written notice to the contrary from the Mortgagee. Upon notice to you from the Mortgagee, you shall fully comply with the instructions of the Mortgagee as it may notify to you.
4. The Mortgagor shall not take any Enforcement Action (as defined under the Mortgage Agreement) without the Mortgagee's prior written consent. For the avoidance of any doubt, no payment shall be made by you of any amount related to the Contract without the prior written approval of the Mortgagee and any and all receivables

1. Cu privire la Contractul de Ipoteca Mobiliara ("**Contractul de Ipoteca**") incheiat in data de [●] mai 2018 intre Vast Resources PLC in calitate de debitor ipotecar ("**Debitorul ipotecar**") si Mercuria Energy Trading S.A. in calitate de creditor ipotecar ("**Creditorul ipotecar**") care, in scopul acestei comunicari, va include orice cesionar sau succesor al Creditorului Ipotecar pe care Creditorul Ipotecar vi-l va notifica periodic) actionand in baza unui contract de prepayment in data de 21 Martie 2018 ("**Contractul de Prepayment**").
2. Va informam ca prin Contractul de Ipoteca Debitorul Ipotecar a grevat in favoarea Creditorului Ipotecar anumite bunuri mobile inclusiv, printre altele, toate si oricare dintre creantele si drepturile Debitorului Ipotecar prezente si viitoare decurgand din Contract si orice alt contract viitor care va fi incheiat cu Debitorul Ipotecar, inclusiv toate pretentiile noastre de orice natura in legatura cu acestea.
3. Cu toate acestea, veti continua sa colaborati cu noi, in termenii prevazuti mai jos, in ceea ce priveste toate pretentiile noastre decurgand din Contract, pana la primirea unei notificari scrise in sens contrar din partea Creditorului Ipotecar. Dupa momentul primirii de catre dumneavoastra a notificarii sus mentionate din partea Creditorului Ipotecar va veti conforma pe deplin instructiunilor Creditorului Ipotecar pe care vi le va notifica.
4. Debitorul Ipotecar nu va putea lua nicio Actiune de Executare (Enforcement Actions – astfel cum acest termen este definit in Contractul de Ipoteca) fara acordul prealabil scris al Creditorului Ipotecar. Pentru evitarea oricaror dubii, nu veti efectua nicio plata fara acordul scris prealabil al Creditorului Ipotecar si toate si



under the Contract shall be contingent (*supuse conditiei suspensive*) and may become due and payable only after our written approval.

oricare creante din Contract vor fi supuse conditiei suspensive si vor putea deveni datorate si de plata doar dupa aprobarea noastra scrisa.

5. This instruction and the Contract may not be altered or revoked by the Mortgagor or any other party without the prior written consent of the Mortgagee.

5. Aceasta instructiune si Contractul nu pot fi modificate sau revocate de Debitorul Ipotecar si nicio alta parte fara consimtamantul scris prealabil al Creditorului Ipotecar.

6. Communications to the Mortgagee should be sent as follows (subject to any amendments communicated by the Mortgagee to you from time to time):

6. Orice comunicari catre Creditorul Ipotecar se vor trimite la urmatoarea adresa (sau oricare alta adresa care va va fi notificata de catre Creditorul Ipotecar periodic):

Mercuria Energy Trading S.A.

Address/Adresa: 50 Rue du Rhône, 6th Floor, 1204 Geneva, Switzerland

Fax/Fax: +41 22 594 70 10

Attention/In atentia: José Leon

7. Please acknowledge receipt of this notice by signing the acknowledgment at the foot of the enclosed copy of this notice and returning it to the Mortgagee.

7. Va solicitam sa confirmati primirea acestei comunicari prin semnarea confirmarii care se afla in josul exemplarului acestei notificari atasat prezentei si sa o returnati Creditorului Ipotecar.

Yours faithfully / Cu stima

By/ Prin: _____ [signature(s) and stamp / semnatura/urile si stampila]

Mr/DI [●], duly authorised for and on behalf of / autorizat legal pentru si pe seama

Vast Resources PLC

We:

Noi:

(i) acknowledge receipt of your notice of security on dated [●] of which the above is a copy;

(i) confirmam primirea comunicarii dumneavoastra de ipoteca datata [●] a carei copie se regaseste mai sus;

(ii) confirm that we will fully comply with the terms thereof.

(ii) confirmam ca ne vom conforma pe deplin cu termenii acesteia.

Date/Data [●]

By/ Prin: _____ [signature(s) and stamp/ semnatura/urile si stampila]

Mr/DI [●]

duly authorised for and on behalf of / autorizat legal pentru si pe seama

[NAME OF DEBTOR/ NUMELE DEBITORULUI [each of Sinarom and African should have a separate acknowledgement.]]

Acknowledged and confirmed

By/ Prin: _____ [signature(s) and stamp/ *semnatura/urile si stampila*]

Mr/Dl [●]

duly authorised for and on behalf of / *autorizat legal pentru si pe seama*

Mercuria Energy Trading S.A.



SCHEDULE 3. NOTICE AND ACKNOWLEDGEMENT OF AMENDMENT

To: *Mercuria Energy Trading S.A.*

50 Rue du Rhône, 6th Floor, 1204 Geneva, Switzerland

Attn: []

Date: [●]

Re: Receivables Mortgage Agreement dated 7 June 2018

In connection with the receivables mortgage agreement dated 7

June 2018 ("**Mortgage Agreement**") between ourselves as Mortgagor and yourself in your capacity as Mortgagee, for the purpose of securing all the obligations arising under the Prepayment Agreement dated 21 March 2018, as further amended, between, *inter alios*, Sinarom Mining Group S.R.L., as seller, and yourself, as Buyer:

We hereby inform you that we have become owner of certain new Receivable/s.

Therefore, in consideration of the relevant provisions of, and of our relevant undertakings under, the Mortgage Agreement, we hereby propose that the relevant Schedule of the Mortgage Agreement is amended and shall have the form and content of the relevant Schedule attached hereto which shall enter into force from the date they are signed by the Mortgagee and the Mortgagor. For the avoidance of any doubt, the amendments to the relevant Schedule are evidenced in red colour in the relevant Schedule attached hereto.

The terms not defined herein bear the meaning given to such terms in the Mortgage Agreement.

Kindly acknowledge that you have been informed of the situation described at point 1 of this notice and that you agree the amendments provided at point 2 of this notice by signing the acknowledgment set out below and by signing the amendments made in the relevant Schedule attached hereto.

Yours faithfully,

By: _____ [signature(s) and stamp]

Mr [●], duly authorised for and on behalf of

Vast Resources Plc

We hereby acknowledge the situation described at point 1 of the notice dated [●] and we accept the amendments notified under point 2 of that notice as detailed in the Schedule attached hereto,

Yours faithfully

By: _____

Mr [●], duly authorised for and on behalf of

Mercuria Energy Trading S.A.

Date: [●]

SIGNATURES

The Mortgagor is entering into this Agreement in its own name and on its own behalf on the basis of its own analysis (and, where applicable, supported by its advisors) and fully understands and agrees with the rights and obligations (including the risks associated therewith) under this Agreement, as well as under the other documents in connection therewith. Each clause of this Agreement has been carefully read and negotiated (if and as deemed relevant by it) in order to be fully acceptable to it and each clause of this Agreement, including, without limitation, (A) each clause which is for the benefit of the Parties (other than the Mortgagor) in relation to (i) limitation of liability, (ii) right to suspend performance of obligations, as well as (B) each clause which may affect the Mortgagor in relation to (i) loss of rights or of the benefit of any term, (ii) limitation of the right to invoke any exceptions, (iii) limitation of the freedom to contract with other persons, (iv) implied renewal of the contract, (v) choice of applicable law, or (vi) choice of jurisdiction, is hereby expressly agreed and accepted by the Mortgagor, including, without limitation, Sections 2, 3, 4, 5, 6, 7, 9, 10 and 11 of this Agreement.

THE MORTGAGOR

VAST RESOURCES PLC

By: 

Name: Mr. Roy Clifford Tucker

Title: Director

MORTGAGEE

MERCURIA ENERGY TRADING SA

By:

Name:

Title:

François Sornay
Director
Mercuria Energy Trading S.A.