



Claim No: CR-2021-000682

CR-2021-000682

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF
ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

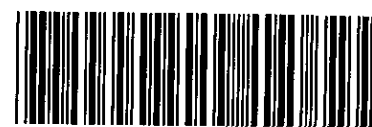
IN THE MATTER OF DTEK FINANCE PLC
AND IN THE MATTER OF THE COMPANIES ACT 2006

Before Sir Alastair Norris

Date 14 May 2021

ORDER

SATURDAY



RM 15/05/2021 #49
COMPANIES HOUSE

UPON THE APPLICATION by Part 8 Claim Form of DTEK Finance PLC (the “**Scheme Company**”), a company incorporated in England and Wales with company number 08422508, whose registered office is 5th Floor, 25 Park Lane, London W1K 1RA, United Kingdom by a Part 8 Claim Form dated 9 April 2021 (the “**Claim Form**”)

AND UPON HEARING Tom Smith QC and Georgina Peters for the Scheme Company, David Allison QC for an ad hoc group of the Notes Scheme Creditors and Hilary Stonefrost for Gazprombank (Switzerland) Limited, a Bank Scheme Creditor

AND UPON READING the Claim Form and the evidence filed in support thereof

AND UPON the Court sanctioning the scheme of arrangement of a company known as DTEK Energy B.V., by Order of this date in the proceedings (**Claim No: CR-2021-000681**)

IT IS ORDERED THAT:

1. The Court hereby sanctions the scheme of arrangement in respect of the Scheme Company as set out in the Schedule hereto.
2. The Scheme Company deliver a copy of this Order to the Registrar of Companies for England and Wales.

**IN THE HIGH COURT OF JUSTICE
2021-000682**

Claim No. CR-

**BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

Before Sir Alastair Norris

Date 14 May 2021

IN THE MATTER OF DTEK FINANCE PLC

AND IN THE MATTER OF THE COMPANIES ACT 2006

ORDER

The Court sent this order and sealed copies for service to:-

Latham & Watkins (London) LLP

99 Bishopsgate, London, EC2M 3XF

FAO: John Houghton, Ed Kempson, Tom Davies and Husni Almousli

Tel: (+44) 20 7710 1000

Solicitors for the Applicant Company

THE SCHEME DOCUMENT

Claim No. CR-2021-000681

Claim No. CR-2021-000682

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)**

IN THE MATTER OF THE COMPANIES ACT 2006

**SCHEMES OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)**

between

DTEK ENERGY B.V.

DTEK FINANCE PLC

and their respective

**SCHEME CREDITORS
(as hereinafter defined)**

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DEFINITIONS AND INTERPRETATION

1. In this Scheme Document, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

“Account Holder” means any person recorded directly in the records of a Clearing System as holding an interest in any Existing Notes in an account with the relevant Clearing System either for its own account or on behalf of its client.

“Ad Hoc Groups” means the Bank Ad Hoc Group and the Noteholder Ad Hoc Group.

“Agency Agreement” means the agency agreement in respect of the New DOG Notes, to be entered into by NGDH, GLAS USA LLC as Registrar and Transfer Agent (as defined therein), GLAS Trust Company LLC as Principal Paying Agent (as defined therein) and the New DOG Notes Trustee.

“Bank Ad Hoc Group” means the ad hoc committee of Bank Scheme Creditors as at the date of the Explanatory Statement which initially formed in April 2020.

“Bank Scheme” means the scheme of arrangement in respect of DEBV under Part 26 of the Companies Act 2006 in the form set out in this Scheme Document subject to any modification, addition or condition approved or imposed by the Court or approved in accordance with the terms of this Scheme Document.

“Bank Scheme Claim” means, in respect of the Bank Scheme, any claim in respect of any Liability of DEBV and any other Bank Scheme Facility Obligor to any person arising directly or indirectly in relation to, or arising out of or in connection with, an interest in the Bank Scheme Facilities or the Bank Scheme Facility Documents (and including any Liability of DEBV or any other Bank Scheme Facility Obligor in respect of loss or damage suffered or incurred, whether directly or indirectly, as a result of or in connection with, such Liability), arising on or before the Voting Record Time (including, for the avoidance of doubt, any interest accruing on, or accretions arising in respect of, such claims up to and including the Voting Record Time).

“Bank Scheme Creditors” has the meaning given to that term in Recital (G).

“Bank Scheme Facilities” means:

- (a) the CHF 20.3 Million Facility;
- (b) the EUR 30 Million Facility;
- (c) the New Club Facilities;
- (d) the RUB 5.35 Billion Facility;
- (e) the RUB 10 Billion Facility;
- (f) the US\$ 39.3 Million Facility;
- (g) the US\$ 62.5 Million Facility;
- (h) the US\$ 178.4 Million Facility;
- (i) the US\$ 375 Million Facility;
- (j) the Override Agreement; and

(k) the Interim Override Agreement.

“Bank Scheme Facility Agents” means each of:

- (a) Gazprombank (Switzerland) Ltd in its capacity as agent under the CHF 20.3 Million Facility;
- (b) the EUR 30 Million Facility Agent;
- (c) Global Loan Agency Services Limited in its capacity as agent under the New Club Facilities;
- (d) Global Loan Agency Services Limited in its capacity as agent under the RUB 5.35 Billion Facility;
- (e) Global Loan Agency Services Limited in its capacity as agent under the RUB 10 Billion Facility;
- (f) Global Loan Agency Services Limited in its capacity as agent under the US\$ 178.4 Million Facility;
- (g) Deutsche Bank AG, Amsterdam Branch in its capacity as agent under the US\$ 375 Million Facility;
- (h) GLAS in its capacity as restructuring agent under the Override Agreement; and
- (i) Global Loan Agency Services Limited in its capacity as agent under the Interim Override Agreement.

“Bank Scheme Facility Borrower” means, in respect of any Bank Scheme Facility, any person which is, or is expressed to be, a borrower (whether as an original borrower or as an additional borrower) in respect of that Bank Scheme Facility.

“Bank Scheme Facility Documents” means the Bank Scheme Facilities, the Bank Scheme Facility Guarantees, the Bank Scheme Facility Suretyships and the Bank Scheme Facility Security Documents and any other document referred to or defined as a “Finance Document” under or pursuant to any of the foregoing.

“Bank Scheme Facility Global Deed of Release” means the English law governed global deed of novation, release and exchange in respect of the Bank Scheme Facility Documents, to be entered into by, among others, the Bank Scheme Facility Obligors and the Bank Scheme Facility Agents.

“Bank Scheme Facility Guarantee” means any guarantee given by a Bank Scheme Facility Guarantor in respect of any Bank Scheme Facility prior to the date of this Scheme Document.

“Bank Scheme Facility Guarantors” means any person which is, or is expressed to be, a guarantor (whether individually or on a joint and several basis) in respect of any Bank Scheme Facility including (without limitation) DEBV, DTEK Holdings Limited, DTEK Investments Limited, DTEK Trading Limited and DTEK Trading SA.

“Bank Scheme Facility Instruction Letter” means each of the instruction letters described in Part 4 (*Bank Scheme Facility Instruction Letters*) of Schedule 1 (*Restructuring Documents*) and substantially in the form attached at Schedule 7 (*Form of Bank Scheme Facility Instruction Letter*).

“Bank Scheme Facility Obligors” means each of:

- (a) DEBV;
- (b) the Bank Scheme Facility Borrowers;
- (c) the Bank Scheme Facility Guarantors;
- (d) the Bank Scheme Facility Sureties;
- (e) the Bank Scheme Facility Security Providers;
- (f) any other person specified as an “Obligor” in any Bank Scheme Facility Document.

“Bank Scheme Facility Security Agents” means each of:

- (a) Deutsche Bank AG, Amsterdam Branch in its capacity as security agent under the US\$ 375 Million Facility; and
- (b) GLAS in its capacity as pledgee under the Common Transaction Security Documents (as defined in the Override Agreement).

“Bank Scheme Facility Security Documents” means (i) a Dutch law governed pledge of collection account receivables dated 7 August 2013 entered into by, among others, DTEK Trading SA in connection with the US\$ 375 Million Facility; (ii) an English law governed assignment deed relating to certain material contracts dated 7 August 2013 entered into by, among others, DTEK Trading SA in connection with the US\$ 375 Million Facility and (iii) a pledge over certain cash sweep accounts dated 29 March 2017 entered into by, among others, DTEK Investments Limited and DTEK Holdings Limited in connection with the Override Agreement.

“Bank Scheme Facility Security Providers” means any person which is, or is expressed to be, a provider of security in respect of any Bank Scheme Facility including (without limitation) DTEK Investments Limited, DTEK Holdings Limited and DTEK Trading SA.

“Bank Scheme Facility Sureties” means any person which is, or is expressed to be, a surety (whether individually or on a joint and several basis) in respect of any of the Bank Scheme Facilities including (without limitation) DTEK Trading LLC, DTEK Pavlohradcoal PrJSC, Miner’s Light JSC, Corum Group LLC, LLC “Corum Druzhkovka Machine-Building Plant”, DTEK Energy LLC, DTEK Skhidenergo LLC, Tehrempostavka LLC, DTEK Dniproenergy JSC, DTEK Dobropolyeugol LLC and DTEK Westenergy JSC.

“Bank Scheme Facility Suretyship” means each agreement or deed of suretyship relating to any of the Bank Scheme Facilities entered into by a Bank Scheme Facility Surety prior to the date of this Scheme Document.

“Bank Scheme Meeting” means the meeting of the Bank Scheme Creditors to vote on the Bank Scheme convened pursuant to an order of the Court (and any adjournment of such meeting).

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

“CHF 20.3 Million Facility” means the English law governed CHF 20,316,962.66 amended and restated facility agreement dated 18 November 2019 (as amended and restated from time to time) between, among others, DTEK Holdings Limited (as borrower) and DEBV (as parent and guarantor).

“Clearing System” means Clearstream, Luxembourg and Euroclear.

“Clearstream, Luxembourg” means Clearstream Banking, *société anonyme*.

“Closing Agenda” means the closing agenda agreed prior to the Restructuring Effective Date by each of the Scheme Companies, the Ad Hoc Groups and GLAS (with such agreement to be confirmed in writing by the legal advisers to such parties) setting out the steps to complete the Restructuring, including the satisfaction of the relevant conditions precedent and execution of the Restructuring Documents.

“Common Depositary” has the meaning given to that term in Recital (E)(ii).

“Companies Act” means the Companies Act 2006.

“Court” means the High Court of Justice of England and Wales.

“Current Development Receivables” means the following aggregate amounts owing from DOG Development to DOG (and other members of the DOG Group, as applicable) in respect of the Existing DOG Development Asset Sale, which shall be an amount not less than:

- (a) if Kosul is a member of the DOG Group as at the Restructuring Effective Date, US\$ 75,877,600; or
- (b) if Kosul is a member of the DOG Development Group as at the Restructuring Effective Date, US\$ 80,992,600.

“Current Development Receivables Intercompany Agreement” means the English law governed intercompany loan agreement relating to, and setting out the terms of, the Current Development Receivables, to be entered into by DOG and DOG Development.

“DBV” means DTEK B.V.

“DEBV” means DTEK Energy B.V., a company incorporated under the laws of the Netherlands with registered number 34334895, having its registered office at Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam.

“Deed of Release” means the deed of waiver and release substantially in the form set out in Schedule 2 (*Form of Deed of Release*).

“Deed of Release and Discharge (Existing Notes) (Dutch law)” means the Dutch law governed release agreement in respect of the pledge of account bank receivables dated 29 March 2017 to be entered into between the Existing Notes Security Agent and DEBV.

“Deed of Release and Discharge (Existing Notes) (English law)” means the English law deed of release and discharge in respect of Existing Notes Suretyships to be entered into by the Existing Notes Trustee and DFPLC.

“Deed of Release and Discharge (Existing Notes) (NY law)” means the New York law release agreement in relation to the Indenture and the Existing Notes Guarantees in the form of an Indenture Guarantee (as defined in the Indenture) to be entered into by DFPLC and the Existing Notes Trustee.

“Deed of Undertaking” means the deed of undertaking substantially in the form set out in Schedule 3 (*Form of Deed of Undertaking*).

“DFPLC” means DTEK Finance Plc, a company incorporated under the laws of England and Wales with registered number 08422508, having its registered office at Fifth Floor, 25 Park Lane, London, United Kingdom, W1K 1RA.

“DOG” means DTEK Oil & Gas B.V., a private company with limited liability incorporated under the laws of the Netherlands with registered number 34284942, having its registered office at Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam.

“DOG Development” means DTEK Oil & Gas Development B.V.

“DOG Development Group” means DOG Development and its Subsidiaries or Affiliates (each such term as defined in the New DOG Notes Trust Deed).

“DOG Group” means DOG and its Subsidiaries.

“DOG Holdings” means DTEK Oil & Gas Holdings B.V.

“DOG Termination Deed” means the deed of exchange, release and discharge in relation to, among other things, the termination of the Existing DOG Receivables Agreements, to be entered into by, among others, NGDH.

“Dutch Release Agreement (US\$ 375 Million Facility)” means the Dutch law governed release agreement in respect of the disclosed pledge of collection account receivables dated 7 August 2013 to be entered into between DTEK Trading SA and the security agent under the US\$ 375 Million Facility.

“EUR 30 Million Facility” means the English law governed EUR 30,000,000 facility agreement dated 29 October 2010 (as amended and restated from time to time and as amended, varied, overridden and supplemented by the Override Agreement) between, among others, DTEK Holdings Limited (as original borrower), DTEK Trading Limited and DTEK Investments Limited (as additional borrowers) and DEBV (as company and original guarantor).

“EUR 30 Million Facility Agent” means the agent under the EUR 30 Million Facility Agent.

“Euroclear” means Euroclear Bank S.A./N.V. as operator of the Euroclear clearing system.

“Existing DOG Development Asset Sale” means the sale and transfer in 2020 of the following companies from the DOG Group to the DOG Development Group:

- (a) NGR B.V.;
- (a) Naftogazrazrobotka LLC;
- (b) DTEK Oil&Gas LLC;
- (c) Oil&Gas Systems LLC;
- (d) Oil&Gas Energy LLC;
- (e) Oil&Gas Geoexploring LLC;
- (f) Oil&Gas Global Extraction B.V.;
- (g) Oil&Gas Global Development B.V.;
- (h) Oil& Gas Innovation Stream B.V.; and
- (i) Investecogaz LLC.

“Existing DOG Receivables” means the financial indebtedness incurred by NGDH as borrower and DOG as guarantor pursuant to the Existing DOG Receivables Agreements.

“Existing DOG Receivables Agreements” means the following agreements:

- a) the amended and restated US\$ 316 million intercompany loan agreement dated 28 March 2017 between DEBV as lender, NGDH as borrower and DOG as guarantor; and
- b) the amended and restated EUR 160 million intercompany loan agreement dated 28 March 2017 between DEBV as lender, NGDH as borrower and DOG as guarantor.

“Existing Noteholder” means a person who is the beneficial owner of and/or the owner of the ultimate economic interest in any of the Existing Notes as at the Voting Record Time, whose interests in the Existing Notes are held through records maintained in book-entry form by the relevant Clearing System.

“Existing Notes” means the 10.75 per cent. Senior PIK Toggle Notes due 31 December 2024 issued by DFPLC pursuant to the Indenture.

“Existing Notes Documents” means the Indenture, the Existing Notes Security Documents, the Existing Notes Guarantees and the Existing Notes Suretyships.

“Existing Notes Guarantees” means any guarantee given by an Existing Notes Guarantor in respect of the Existing Notes prior to the date of this Scheme Document.

“Existing Notes Guarantors” means any person which is, or is expressed to be, a guarantor (whether individually or on a joint and several basis) in respect of the Existing Notes including (without limitation) DEBV, DTEK Holdings Limited, DTEK Investments Limited, DTEK Trading Limited and DTEK Trading SA.

“Existing Notes Instruction Letter” means the letter substantially in the form set out in Schedule 6 (*Form of Existing Notes Instruction Letter*).

“Existing Notes Issuer Cancellation Notice” means the written request to the Existing Notes Trustee to cancel the Existing Notes and to enter into the Deed of Release and Discharge (Existing Notes) (NY law), to be delivered by DFPLC.

“Existing Notes Obligors” means:

- (a) DFPLC;
- (b) the Existing Notes Guarantors;
- (c) the Existing Notes Sureties; and
- (d) the Existing Notes Security Providers.

“Existing Notes Paying Agent” means The Bank of New York Mellon, London Branch as paying agent under the Existing Notes.

“Existing Notes Security” means the security created pursuant to the Existing Notes Security Documents.

“Existing Notes Security Agent” means GLAS in its capacity as security agent under the Existing Notes Documents and any successor thereto as provided thereunder.

“Existing Notes Security Documents” means (i) a Dutch law governed pledge of account bank receivables entered into by DEBV, among others, on 28 March 2017 and (ii) an English law governed deed of assignment over the Existing DOG Receivables entered into by DEBV, among others, on 28 March 2017, in each instance with respect to the Existing Notes.

“Existing Notes Security Provider” means any person which is, or is expressed to be, a provider of security in respect of the Existing Notes including (without limitation) DEBV.

“Existing Notes Sureties” means any person which is, or is expressed to be, a surety (whether individually or on a joint and several basis) in respect of the Existing Notes including (without limitation) Corum Group LLC, DTEK Dobropolyeugol LLC, DTEK Energy LLC, DTEK Pavlohradcoal PrJSC, DTEK Skhidenergo LLC, DTEK Trading LLC, LLC “Corum Druzhkovka Machine-Building Plant”, DTEK Dniproenergy JSC, DTEK Westenergy JSC, Miner’s Light JSC and Tehrempostavka LLC.

“Existing Notes Suretyships” means each agreement or deed of suretyship relating to the Existing Notes entered into by any of the Existing Notes Sureties prior to the date of this Scheme Document.

“Existing Notes Trustee” means GLAS in its capacity as trustee under the Indenture and any successor thereto as provided thereunder.

“Existing Notes Trustee Cancellation Notice” means the written notice to the Common Depositary and the Clearing Systems confirming the cancellation of the Existing Notes, to be delivered by the Existing Notes Trustee.

“Explanatory Statement” means the explanatory statement dated 16 April 2021 which relates to the Schemes.

“GLAS” means GLAS Trust Corporation Limited.

“Global Notes” has the meaning given to that term in Recital (E)(ii).

“Group” means DEBV and its Subsidiaries, including for the avoidance of doubt DFPLC.

“Group Company” means a member of the Group.

“Guarantees” means the Bank Scheme Facility Guarantees and the Existing Notes Guarantees.

“Guarantors” means the Bank Scheme Facility Guarantors and the Existing Notes Guarantors.

“Holdco” means DTEK Energy Holdings B.V., a private company with limited liability incorporated and existing under the laws of the Netherlands, having its registered seat in Amsterdam (the Netherlands) and its business office at Strawinskylaan 1531, Tower B, Level 15 grid TB-15-046/089, 1077 XX Amsterdam (the Netherlands).

“Indenture” means the indenture dated 29 December 2016 and made between, among others, DFPLC as issuer and the Existing Notes Trustee, pursuant to which the Existing Notes were issued.

“Information Agent” means GLAS Specialist Services Limited.

“Instruction Letters” means each Bank Scheme Facility Instruction Letter and the Existing Notes Instruction Letter.

“Interest Capitalisation Agreement” means the English law governed interest capitalisation agreement in respect of the Bank Scheme Facilities, to be entered into by, among others, the Bank Scheme Facility Borrowers expressed to be a party thereto.

“Interim Override Agreement” means the English law governed interim override agreement dated 18 November 2019 between, among others, DTEK Holdings Limited (as borrower), DEBV (as parent and original guarantor) and Global Loan Agency Services Limited (as agent).

“Irish Stock Exchange” means the Irish Stock Exchange plc.

“Kosul” means Kosul LLC, a limited liability company incorporated under the laws of Ukraine with identification code 38453810 and having its registered address at 04119, Ukraine, Kyiv, Sim'i Khokhlovykh street, house 8, building №20D.

“Liability” or **“Liabilities”** means any debt, liability or obligation of a person whether it is present, future, prospective or contingent, whether it is fixed or undetermined, whether or not it involves the payment of money or performance of an act or obligation and whether it arises at common law, in equity or by statute, in England and Wales or any other jurisdiction, or in any manner whatsoever.

“Lock-up Agreement” means the lock-up agreement dated 26 March 2021 and entered into between, among others, the Scheme Companies and certain Scheme Creditors pursuant to which those Scheme Creditors agreed, amongst other things and subject to certain conditions, to vote their Scheme Claims in favour of the relevant Scheme.

“Mandatory Exchange Notice” means the notice to be delivered to all Existing Noteholders by DFPLC confirming the Existing Noteholders' New Notes Entitlements.

“New Club Facilities” means the English law governed EUR 71,677,390.47 and USD 39,677,357.08 term facilities agreement dated 18 November 2019 (as amended and/or restated from time to time and as amended, varied, overridden and supplemented by the Interim Override Agreement).

“New Common Depositary” means a depositary common to Euroclear and Clearstream, Luxembourg which shall include each person who is then a Common Depositary.

“New DEBV Noteholders” means the holders of the New DEBV Notes.

“New DEBV Notes” means the new notes to be issued by DFPLC pursuant to the New DEBV Notes Indenture in accordance with the Schemes, which will be divided into two pools, the first of which (**“Pool A”**) will consist of New DEBV Notes with the aggregate principal amount equivalent to (a) the aggregate principal amount of the Existing Notes plus all accrued and unpaid interest thereon (calculated in accordance with Clause 26) less (b) the aggregate principal amount of the New DOG Notes (i.e., US\$ 425,000,000), and the second of which (**“Pool B”**) will consist of New DEBV Notes with the aggregate principal amount equivalent to the aggregate principal amount of the Bank Scheme Facilities plus all accrued and unpaid interest thereon (calculated in accordance with Clause 26).

“New DEBV Notes Agents” means the New DEBV Notes Paying Agent, the New DEBV Notes Registrar and the New DEBV Notes Transfer Agent.

“New DEBV Notes Documents” means the New DEBV Notes Indenture and the Term Sheet.

“New DEBV Notes Entitlement” means the entitlement of each Scheme Creditor to receive New DEBV Notes issued by DFPLC pursuant to the Schemes.

“New DEBV Notes Guarantees” means the new guarantees to be entered into by the New DEBV Notes Guarantors in respect of the New DEBV Notes in connection with the Restructuring.

“New DEBV Notes Guarantors” means each of Holdco, DEBV, DTEK Holdings Limited, DTEK Investments Limited, DTEK Trading SA and DTEK Trading Limited.

“New DEBV Notes Indenture” means the new indenture to be entered into in connection with the Restructuring, pursuant to which the New DEBV Notes will be issued.

“New DEBV Notes Paying Agent” means GLAS Trust Company LLC in its capacity as paying agent under the New DEBV Notes Indenture.

“New DEBV Notes Registrar” means GLAS USA LLC in its capacity as registrar in respect of the New DEBV Notes.

“New DEBV Notes Share Pledge” means the Dutch law deed of pledge to be entered into in connection with the Restructuring by Holdco in favour of the New DEBV Notes Trustee (to hold on trust for the secured parties under the New DEBV Notes Indenture), pursuant to which Holdco grants a share pledge over the entire share capital of DEBV.

“New DEBV Notes Security Agent” means GLAS Trust Corporation Limited in its capacity as security agent in respect of the New DEBV Notes.

“New DEBV Notes Security Provider” means Holdco.

“New DEBV Notes Sureties” means DTEK Energy LLC, DTEK Pavlohradcoal PrJSC, DTEK Dobropolyeugol LLC, DTEK Luhans'ka TPS LLC, DTEK Kurahivs'ka TPS LLC, Remtehpostavka LLC, DTEK Kurahivska CPP LLC, Tehrempostavka LLC, DTEK Skhidenergo LLC, DTEK Dniproenergy JSC, DTEK Westenergy JSC, DTEK Trading LLC, Corum Group LLC, "Corum Druzhkovka Machine-Building Plant" and Miner's Light JSC.

“New DEBV Notes Suretyships” means the new suretyship agreements to be entered into by the New DEBV Notes Sureties in respect of the New DEBV Notes in connection with the Restructuring.

“New DEBV Notes Transfer Agent” means GLAS USA LLC in its capacity as transfer agent in respect of the New DEBV Notes.

“New DEBV Notes Trustee” means GLAS Trust Company LLC in its capacity as trustee under the New DEBV Notes Indenture.

“New DOG Noteholders” means the holders of the New DOG Notes.

“New DOG Notes” means US\$ 425,000,000 of senior secured notes due 2026 to be issued by NGDH pursuant to the New DOG Notes Trust Deed in accordance with the Schemes.

“New DOG Notes Account Declaration of Trust Deed” means the accounts declaration of trust deed to be entered into in connection with the Restructuring by, among others, GLAS as accounts trustee, DOG as beneficiary and NGDH as issuer.

“New DOG Notes Agents” means the New DOG Notes Paying Agent, the New DOG Notes Registrar and the New DOG Notes Transfer Agent.

“New DOG Notes Bank Account Pledge” means the agreement to be entered into in connection with the Restructuring pursuant to which DOG will grant a charge over all amounts credited to a specified trust account from time to time in favour of the New DOG Notes Security Agent.

“New DOG Notes Deed of Assignment” means the English law assignment agreement to be entered into in connection with the Restructuring pursuant to which DOG will assign all of its rights in the Current Development Receivables in favour of the New DOG Notes Security Agent.

“New DOG Notes Deed of Subordination” means the deed of subordination to be entered into in connection with the Restructuring by, among others, NGDH and the Original Junior Creditors and Original Debtors as defined therein.

“New DOG Notes Entitlement” means the entitlement of each Notes Scheme Creditor to receive New DOG Notes issued by NGDH pursuant to the Notes Scheme.

“New DOG Notes Guarantees” means the new guarantees to be entered into by the New DOG Notes Guarantors in respect of the New DOG Notes in connection with the Restructuring.

“New DOG Notes Guarantors” means each of DOG and Oil & Gas Overseas Trading B.V.

“New DOG Notes Paying Agent” means GLAS Trust Company LLC in its capacity as principal paying agent in respect of the New DOG Notes.

“New DOG Notes Registrar” means GLAS USA LLC in its capacity as registrar in respect of the New DOG Notes.

“New DOG Notes Security Agent” means GLAS Trust Corporation Limited in its capacity as security agent under the New DOG Notes Trust Deed.

“New DOG Notes Security Provider” means DOG.

“New DOG Notes Sureties” means each of Naftogazvydobuvannya PJSC, LLC NGD Holdings, Kosul (solely to the extent that it is a member of the DOG Group as of the Restructuring Effective Date) and LLC Oil and Gas Exploitation.

“New DOG Notes Suretyships” means the new suretyship agreements to be entered into by the New DOG Notes Sureties in respect of the New DOG Notes in connection with the Restructuring.

“New DOG Notes Transfer Agent” means GLAS USA LLC in its capacity as transfer agent in respect of the New DOG Notes.

“New DOG Notes Trust Deed” means the English law trust deed to be entered into in connection with the Restructuring, pursuant to which the New DOG Notes are constituted.

“New DOG Notes Trustee” means GLAS Trustees Limited in its capacity as trustee under the New DOG Notes Trust Deed.

“New Global Notes” means, individually and collectively, the global notes to be deposited with or on behalf of and registered in the name of the New Common Depositary or its nominee with respect to the New DEBV Notes and the New DOG Notes.

“New Noteholders” means the New DEBV Noteholders and the New DOG Noteholders.

“New Notes” means the New DEBV Notes and the New DOG Notes.

“New Notes Documents” means:

- (a) each of the documents listed in Part 1 (*New Notes Documents*) of Schedule 1 (*Restructuring Documents*); and
- (b) any other document, agreement or instrument necessary or desirable to give effect to the New Notes.

“New Notes Entitlement” means the New DEBV Notes Entitlement and the New DOG Notes Entitlement.

“New Notes Guarantees” means the New DEBV Notes Guarantees and the New DOG Notes Guarantees.

“New Notes Guarantors” means the New DEBV Notes Guarantors and the New DOG Notes Guarantors.

“New Notes Security” means the New DEBV Notes Share Pledge, the New DOG Notes Bank Account Pledge and the New DOG Notes Deed of Assignment.

“New Notes Security Providers” means the New DEBV Notes Security Provider and the New DOG Notes Security Provider.

“New Notes Sureties” means the New DEBV Notes Sureties and the New DOG Notes Sureties.

“New Notes Suretyships” means the New DEBV Notes Suretyships and the New DOG Notes Suretyships.

“NGDH” means NGD Holdings B.V., a company incorporated in the Netherlands with company number 65943112 and registered address Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam, the Netherlands.

“Noteholder Ad Hoc Group” means the ad hoc committee of Existing Noteholders as at the date of the Explanatory Statement which initially formed in April 2020.

“Notes Scheme” means the scheme of arrangement in respect of DFPLC under Part 26 of the Companies Act 2006 in the form set out in this Scheme Document subject to any modification, addition or condition approved or imposed by the Court or approved in accordance with the terms of this Scheme Document.

“Notes Scheme Claim” means, in respect of the Notes Scheme, any claim in respect of any Liability of DFPLC and any other Existing Notes Obligor to any person arising directly or indirectly in relation to, or arising out of or in connection with, an interest in the Existing Notes or the Existing Notes Documents (and including any Liability of DFPLC or any other Existing Notes Obligor in respect of loss or damage suffered or incurred, whether directly or indirectly, as a result of or in connection with, such Liability), arising on or before the Voting Record Time (including, for the avoidance of doubt, any interest accruing on, or accretions arising in respect of, such claims up to and including the Voting Record Time), excluding any Liability of DFPLC to the Existing Notes Trustee under the Indenture other than in respect of the covenants to repay principal and interest on the Existing Notes pursuant to the Indenture.

“Notes Scheme Creditors” has the meaning given to that term in Recital (H).

“Notes Scheme Meeting” means the meeting of the Notes Scheme Creditors to vote on the Notes Scheme convened pursuant to an order of the Court (and any adjournment of such meeting).

“Other Lenders” means JSC ALFA-BANK and Sberbank of Russia.

“Other Lenders Restructurings” means the restructurings with each of the Other Lenders outside the parameters of the Restructuring which are under negotiation between the Group and the Other Lenders as at the date of this Scheme Document.

“Override Agreement” means the English law governed override agreement dated 29 March 2017 (as amended and restated from time to time) between, among others, DEBV (as parent),

GLAS (as restructuring agent) and the US\$ 375 Million Facility Agent (as PXF agent and PXF security agent).

“**Pool A**” has the meaning given to that term in the definition of “New DEBV Notes”.

“**Pool B**” has the meaning given to that term in the definition of “New DEBV Notes”.

“**Proceeding**” means any process, suit, action, legal or other proceeding including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, distraint, restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment or enforcement of any security.

“**Registrar of Companies**” means the Registrar of Companies of England and Wales.

“**Released Parties**” has the meaning given to that term in the Deed of Release.

“**Restructuring**” means the restructuring of the Bank Scheme Facilities and the Existing Notes to be implemented in accordance with the Restructuring Documents pursuant to the Schemes.

“**Restructuring Agent**” means GLAS in its capacity as the restructuring agent under the Override Agreement and pledgee under the Common Transaction Security Documents (as defined in the Override Agreement).

“**Restructuring Documents**” means:

- (a) the documents to be entered into in connection with the Restructuring in each case as listed and more particularly described in Schedule 1 (*Restructuring Documents*); and
- (b) any other document, agreement or instrument necessary or desirable to implement the Restructuring.

“**Restructuring Effective Date**” means the date on which the Restructuring Effective Date Notice is issued by the Scheme Companies to the Scheme Creditors and the other Transaction Parties in accordance with Clause 16(c).

“**Restructuring Effective Date Notice**” means the notice to be issued by the Scheme Companies to the Scheme Creditors and the other Transaction Parties in accordance with Clause 16(c) and substantially in the form set out at Schedule 5 (*Form of Restructuring Effective Date Notice*).

“**Rothschild Fee Letter**” means the fee letter between, among others, the Group and Rothschild dated 24 July 2020.

“**RUB 5.35 Billion Facility**” means the English law governed RUB 5,350,000,000 facility agreement dated 7 August 2013 (as amended and restated from time to time) between, among others, DTEK Holdings Limited (as borrower), DEBV (as parent and guarantor) and Global Loan Agency Services Limited (as agent).

“**RUB 10 Billion Facility**” means the English law governed RUB 10,000,000,000 facility agreement dated 28 September 2011 (as amended and restated from time to time) between, among others, DTEK Holdings Limited (as borrower) and the lenders party thereto.

“**Schemes**” means the Bank Scheme and the Notes Scheme.

“**Scheme Claim**” means any Bank Scheme Claim or Notes Scheme Claim.

“Scheme Consideration” means the entitlement of a Scheme Creditor pursuant to the Schemes, being:

- (a) in the case of the Scheme Creditors, the New DEBV Notes Entitlement;
- (b) in the case of the Notes Scheme Creditors only, the New DOG Notes Entitlement; and
- (c) to those Scheme Creditors that are eligible under the terms of the Lock-up Agreement, the Transaction Fee.

“Scheme Companies” means DEBV and DFPLC and **“Scheme Company”** means either one of them.

“Scheme Creditors” means the Bank Scheme Creditors in respect of the Bank Scheme and the Notes Scheme Creditors in respect of the Notes Scheme (each a **“Scheme Creditor”**).

“Scheme Effective Date” means the time and date on which office copies of the orders of the Court sanctioning the Schemes under Section 899 of the Companies Act have been delivered to the Registrar of Companies.

“Scheme Effective Date Notice” means the notice to be issued by the Scheme Companies to the Scheme Creditors and the other Transaction Parties in accordance with Clause 15 and substantially in the form set out at Schedule 4 (*Form of Scheme Effective Date Notice*).

“Scheme Longstop Date” means 30 May 2021, or such other date as may be agreed in writing between the Scheme Companies and the Ad Hoc Groups.

“Scheme Meetings” means the Bank Scheme Meeting and the Notes Scheme Meeting.

“Subsidiary” means an entity in respect of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting rights, voting capital or similar rights of ownership, and “control” for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

“Termination Documents (Bank Scheme Facilities)” means each of the documents listed in Part 2 (*Termination Documents (Bank Scheme Facilities)*) of Schedule 1 (*Restructuring Documents*).

“Termination Documents (Existing Notes)” means each of the documents listed in Part 3 (*Termination Documents (Existing Notes)*) of Schedule 1 (*Restructuring Documents*).

“Term Sheet” means the binding heads of terms for the Restructuring agreed between the Group and the Ad Hoc Groups on 26 March 2021 and set out in Schedule 8 (*Term Sheet*).

“Transaction Fee” means an amount equal to 2.0 per cent. of the sum of the aggregate principal amount outstanding of the New DEBV Notes on the Restructuring Effective Date, payable in accordance with the Lock-up Agreement on the Restructuring Effective Date.

“Transaction Parties” means each person which is (or which is expressed to be) a party to the Restructuring Documents.

“Undertaking Transaction Parties” means each of:

- (a) GLAS;
- (b) GLAS Trustees Limited;

- (c) GLAS USA LLC;
- (d) GLAS Trust Company LLC;
- (e) Global Loan Agency Services Limited;
- (f) the Bank Scheme Facility Obligors other than DEBV expressed to be a party to the Bank Scheme Facility Global Deed of Release;
- (g) the Existing Notes Guarantors;
- (h) the Existing Notes Sureties;
- (i) NGDH;
- (j) the New Notes Guarantors;
- (k) the New Notes Sureties;
- (l) the New Notes Security Providers;
- (m) Oil&Gas Innovation Stream B.V.;
- (n) DTEK Oil & Gas LLC;
- (o) DOG Development;
- (p) DOG Holdings;
- (q) ELEKTRONALADKA LLC;
- (r) CORUM TRADING LLC;
- (s) MINE BILOZERS'KA ALC;
- (t) PERSHOTRAVENSKYI REPAIR AND ENGINEERING PLANT LLC;
- (u) DTEK PAVLOHRADSKA CPP LLC;
- (v) DTEK DOBROPILSKA CPP JSC;
- (w) DTEK ZHOVTNEVA CPP JSC;
- (x) DTEK SCIENTIFIC AND PROJECT CENTRE LLC;
- (y) INTERENERGOSERVICE LLC;
- (z) DTEK POWER B.V.;
- (aa) GPL POWER LIMITED;
- (bb) GPL INGEN POWER LIMITED;
- (cc) DTEK POWER TRADE LLC;
- (dd) CORUM REPAIR LLC;
- (ee) CORUM MINESPECIALBUILD LLC;

(ff) PrJSC “DOBROTVIR TPS -2”; and

(gg) MINERS NEWS PUBLISHING HOUSE LLC.

“**US\$ 39.3 Million Facility**” means the English law governed US\$ facility agreement dated 29 March 2017 (as amended and/or restated from time to time and as amended, varied, overridden and supplemented by the Override Agreement) between, among others, DTEK Investments Limited (as borrower) and DEBV (as parent guarantor).

“**US\$ 62.5 Million Facility**” means the English law governed US\$ facility agreement dated 29 March 2017 (as amended and/or restated from time to time and as amended, varied, overridden and supplemented by the Override Agreement) between, among others, DTEK Investments Limited (as borrower) and DEBV (as parent guarantor).

“**US\$ 178.4 Million Facility**” means the English law governed US\$ 178,419,097 facility agreement dated 24 February 2017 (as amended and/or restated from time to time and as amended, varied, overridden and supplemented by the Override Agreement) between, among others, DTEK Holdings Limited (as borrower) and DEBV (as parent and original guarantor).

“**US\$ 375 Million Facility**” means the English law governed US\$ 375,000,000 facility agreement dated 7 August 2013 (as amended and/or restated from time to time and as amended, varied, overridden and supplemented by the Override Agreement) between, among others, DTEK Trading SA (as borrower) and DEBV (as parent and guarantor).

“**US\$ 375 Million Facility Agent**” means Deutsche Bank AG, Amsterdam Branch, in its capacity as agent and security agent under the US\$ 375 Million Facility.

“**Voting Record Time**” means 5:00 p.m. (London time) on 5 May 2021.

2. In this Scheme, unless the context otherwise requires or otherwise expressly provides:

- (a) references to Recitals, Clauses, Sub-clauses and Schedules are references to recitals, clauses, sub-clauses and schedules of this Scheme;
- (b) references to a person include a reference to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;
- (c) references to any “**Scheme Creditor**”, “**Transaction Party**”, “**Bank Scheme Facility Agent**”, “**Bank Scheme Facility Security Agent**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations and, in the case of any Bank Scheme Facility Agent or Bank Scheme Facility Security Agent, any person for the time being appointed as facility agent or security agent in accordance with the relevant Bank Scheme Facility Document;
- (d) references to a statute, statutory provision or regulatory rule or guidance include references to the same as subsequently modified, amended or re-enacted from time to time;
- (e) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto;
- (f) the singular includes the plural and vice versa and words importing one gender shall include all genders;

- (g) references to “rights” include all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present, future and contingent);
- (h) references to “including” shall be construed as references to “including without limitation” and “include”, “includes” and “included” shall be construed accordingly;
- (i) where the Scheme Company is required to consider under the relevant Scheme whether an act, document, step or matter has a material adverse effect on the interests of any Scheme Creditor, it shall only need to consider the interest of its Scheme Creditors as a class and not their personal circumstances or interests;
- (j) to the extent that there is any conflict or inconsistency between the terms of this Scheme Document and the Explanatory Statement, the terms of this Scheme Document shall prevail;
- (k) headings to Recitals, Clauses, Sub-clauses and Schedules are for ease of reference only and shall not affect the interpretation of this Scheme;
- (l) references to a period of days shall include Saturdays, Sundays and public holidays and where the date which is the final day of a period of days is not a Business Day, that date will be adjusted so that it is the first following day which is a Business Day;
- (m) references to “Dollar”, to “US\$” or to “\$” are references to the lawful currency from time to time of the United States of America;
- (n) references to the “RUB”, “Russian Ruble” or “Ruble” are references to the lawful currency from time to time of Russia; and
- (o) references to time shall be to London time (Greenwich Mean Time or British Summer Time, as appropriate).

RECITALS

Scheme Companies

- (A) DEBV is a legal entity incorporated under the laws of the Netherlands as a private limited liability company with registration number 34334895, having its registered office at Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam.

As at the date hereof, the share capital of DEBV is EUR 30,000 divided into 3,000 shares of EUR 10 each.

- (B) DFPLC is a legal entity incorporated under the laws of England and Wales as a public company limited by shares with registration number 08422508, having its registered office at 5th Floor, 25 Park Lane, London W1K 1RA, United Kingdom.

As at the date hereof, the share capital of DFPLC is £50,000 divided into 50,000 ordinary shares with a par value of £1 each, all of which have been issued and are fully paid up.

The Purpose and Nature of the Schemes

- (C) The purpose of each of the Schemes is to effect a compromise and arrangement between each Scheme Company and its Scheme Creditors. In summary, the compromises and arrangements consist of the irrevocable cancellation of the Existing Notes and the irrevocable release and discharge of the Bank Scheme Facilities and the Existing DOG Receivables in consideration for (x) the New DEBV Notes being issued to each of the Scheme Creditors in the amount of their New DEBV Notes Entitlement and (y) the New DOG Notes being issued to each of the Notes Scheme Creditors in the amount of their New DOG Notes Entitlement.
- (D) For ease of understanding, the Bank Scheme and the Notes Scheme are each set out in this document (the “**Scheme Document**”) rather than separately. References to Scheme Creditors shall be references to the Scheme Creditors under each of the Schemes.

Notes Issued by DFPLC

- (E) The Existing Notes are held under arrangements whereby:
- (i) the Existing Notes have been constituted by the Indenture with the trustee being the Existing Notes Trustee;
 - (ii) global notes represent the Existing Notes (the “**Global Notes**”) and are held by the common depositary (or its nominee) as the registered holder of the Existing Notes issued in whole or in part in global form (the “**Common Depositary**”);
 - (iii) interests in the Existing Notes while represented by the Global Notes are held by the Existing Noteholders under systems designed to facilitate paperless transactions;
 - (iv) the systems designed to facilitate paperless transactions involve interests in the Existing Notes being held by Account Holders;
 - (v) each Account Holder may be holding interests in the Existing Notes on behalf of one or more Existing Noteholders; and
 - (vi) in the circumstances set out in the terms and conditions relating to the Existing Notes, Existing Noteholders may exchange their book-entry interests in any Existing Note for definitive notes.

Certain Events of Default (as defined in the Indenture) have occurred and are outstanding under the Existing Notes.

References in this Scheme Document to Existing Notes being held by an Existing Noteholder shall be treated for all purposes as references to the interest held by the relevant Existing Noteholder in the relevant Global Note.

Pursuant to the terms of the Notes Scheme, the Existing Notes will be cancelled and replaced by the New Notes which will be issued in global form and will not be exchanged into definitive form under or pursuant to this Scheme Document.

Scheme Consideration

- (F) In the case of Notes Scheme Creditors, references in this Scheme Document to any Scheme Consideration being paid to a person shall be treated for all purposes as references to that person being paid or receiving the relevant Scheme Consideration directly or indirectly through one or more intermediaries in accordance with the rules and procedures of the relevant Clearing System.

The Bank Scheme Creditors

- (G) The Bank Scheme Creditors comprise each of the following persons (each, a “**Bank Scheme Creditor**”):
- (i) the lenders under the CHF 20.3 Million Facility;
 - (ii) the lenders under the EUR 30 Million Facility;
 - (iii) the lenders under the New Club Facilities;
 - (iv) the lenders under the RUB 5.35 Billion Facility;
 - (v) the lenders under the RUB 10 Billion Facility;
 - (vi) the lenders under the US\$ 39.3 Million Facility;
 - (vii) the lenders under the US\$ 62.5 Million Facility;
 - (viii) the lenders under the US\$ 178.4 Million Facility; and
 - (ix) the lenders under the US\$ 375 Million Facility.

The Notes Scheme Creditors

- (H) The Notes Scheme Creditors comprise each of the following persons (each, a “**Notes Scheme Creditor**”):
- (i) the direct creditors in respect of the Notes Scheme Claims, being (i) the Common Depositary, (ii) the Existing Notes Trustee solely in its capacity as the beneficiary of the covenant to repay principal and pay interest on the Existing Notes pursuant to the Indenture and (iii) the Existing Notes Security Agent solely in its capacity as party to and beneficiary of the Existing Notes Guarantees, the Existing Notes Suretyships and the Existing Notes Security Documents; and
 - (ii) the contingent creditors holding a beneficial interest in the Notes Scheme Claims, being the Existing Noteholders whether as direct participants holding an account with the Common Depositary or the Clearing Systems, as indirect participants holding a book-

entry interest in the Existing Notes held by or through a direct participant or otherwise as the persons with the ultimate economic interest in the Existing Notes.

- (I) Insofar as it relates to the Existing Notes Trustee, any reference in this Scheme Document to the Scheme Creditors authorising, directing or instructing the Existing Notes Trustee (whether on its own or as part of a wider group) will be treated for all purposes as an authorisation, direction or instruction of the Existing Notes Trustee in its capacity as a Scheme Creditor to the Existing Notes Trustee in its capacity as the trustee under the Indenture to the extent that it is entitled to do so in accordance with the terms of this Scheme Document. In addition, any references in this Scheme Document to the Scheme Creditors authorising, directing or instructing any other person (including the Existing Notes Security Agent) shall, as regards the Existing Notes Trustee, be treated for all purposes as an authorisation, direction or instruction given by the Existing Notes Trustee on the instructions of the relevant Existing Noteholders.
- (J) In relation to voting at the Notes Scheme Meeting:
 - (i) Each of the Existing Notes Trustee, the Existing Notes Security Agent and the Common Depositary has agreed not to vote in respect of the Existing Notes at the Notes Scheme Meeting; and
 - (ii) the Common Depositary has confirmed that it did not receive, nor was it requested to solicit, any instructions to vote from Clearstream, Luxembourg and Euroclear in respect of the Existing Notes at the Notes Scheme Meeting.
- (K) Existing Noteholders are entitled to vote at the Notes Scheme Meeting in respect of each of their Existing Notes. Existing Noteholders have been invited to instruct their Account Holders as to how they wish to vote in respect of their Existing Notes.

THE SCHEMES

Application and Effectiveness of the Schemes

1. The compromise and arrangement effected by each of the Schemes shall apply to all relevant Scheme Claims and bind all relevant Scheme Creditors.
2. Subject to Clause 3 below, each of the Schemes shall become effective on the Scheme Effective Date and all of the right, title and interest of Scheme Creditors to Scheme Claims shall be subject to the compromise and arrangement set out in the relevant Scheme.
3. The effectiveness of each Scheme is conditional upon the other Scheme becoming effective so that, if a Scheme does not become effective in accordance with its terms, the other Scheme shall not become effective. Accordingly the Scheme Effective Date shall not occur in relation to one Scheme without also occurring in relation to the other Scheme.
4. On and from the Scheme Effective Date (or as soon as reasonably practicable or desirable thereafter for the purposes of implementing the Schemes), the steps set out in Clauses 15 to 16 will occur provided however that no Restructuring Document shall become effective until the occurrence of the Restructuring Effective Date. If the Restructuring Effective Date does not occur on or before the Scheme Longstop Date, the terms of and the obligations on the parties under or pursuant to the Schemes shall lapse and the compromise and arrangement provided by the Schemes shall be of no effect.
5. The Schemes shall also extend to, and so from the Scheme Effective Date shall bind, the Undertaking Transaction Parties, who have each executed and delivered a deed of undertaking in favour of the Court, the Scheme Companies and the Scheme Creditors pursuant to which they have undertaken and agreed to, amongst other matters, be bound by the terms of the Schemes and to take, or procure the taking of, all such actions as are required or necessary and/or desirable to implement the Schemes in accordance with their terms.

Instructions, Authorisations and Directions

6. On and from the Scheme Effective Date, in consideration of the rights of the Scheme Creditors under the Schemes and notwithstanding any term of any other document:
 - (a) in relation to the Bank Scheme:
 - (i) the Bank Scheme Creditors (with GLAS or any Scheme Company signing any relevant document, pursuant to and in accordance with Clause 9 or Clause 10 (as applicable), on their behalf) hereby agree to, and irrevocably request, and to the extent they are entitled to do so, instruct, authorise and direct (as applicable) each of:
 - (A) the Scheme Companies;
 - (B) the Bank Scheme Facility Agents;
 - (C) the Bank Scheme Facility Security Agents;
 - (D) the New DEBV Notes Trustee;
 - (E) the New DEBV Notes Security Agent;
 - (F) each of the New DEBV Notes Agents; and

(G) each other Transaction Party,

to:

- (1) execute and deliver (whether as a deed or otherwise) all documents (including, without limitation, the Restructuring Documents), and do all acts or things, as may be necessary or desirable to be executed and delivered or done by it for the purposes of giving effect to the terms of the Schemes;
- (2) release each and every right and obligation of any Bank Scheme Creditor, any Bank Scheme Facility Agent and any Bank Scheme Security Agent to take any action in respect of any Event of Default (as such term is defined in the Bank Scheme Facilities, as applicable); and
- (3) waive each and every Event of Default (as such term is defined in the Bank Scheme Facilities, as applicable) of whatever nature and regardless of when it occurred;

(b) in relation to the Notes Scheme:

(i) the Notes Scheme Creditors (with GLAS or any Scheme Company signing any relevant document, pursuant to Clause 9 or Clause 10 (as applicable), on their behalf) hereby agree to, and irrevocably request, and to the extent they are entitled to do so, instruct, authorise and direct (as applicable) each of:

- (A) the Scheme Companies;
- (B) the Existing Notes Trustee;
- (C) the Existing Notes Security Agent;
- (D) the Existing Notes Paying Agent;
- (E) the New DEBV Notes Trustee;
- (F) the New DOG Notes Trustee;
- (G) the New DEBV Notes Security Agent;
- (H) the New DOG Notes Security Agent;
- (I) each of the New DEBV Notes Agents;
- (J) each of the New DOG Notes Agents; and
- (K) each other Transaction Party,

to:

- (1) execute and deliver (whether as a deed or otherwise) all documents (including, without limitation, the Restructuring Documents), and do all acts or things, as may be necessary or desirable to be executed and delivered or done by it for the purposes of giving effect to the terms of the Schemes;

- (2) release each and every right and obligation of any Notes Scheme Creditor, the Existing Notes Trustee and the Existing Notes Security Agent to take any action in respect of any Event of Default (as such term is defined in the Indenture), pursuant to and in accordance with the Deed of Release and Discharge (Existing Notes) (NY law); and
 - (3) waive each and every Event of Default (as such term is defined in the Indenture) of whatever nature and regardless of when it occurred, pursuant to and in accordance with the Deed of Release and Discharge (Existing Notes) (NY law); and
- (c) in relation to each Scheme:
 - (i) the Scheme Creditors hereby agree to, and irrevocably request, and to the extent they are entitled to do so, instruct, authorise and direct (as applicable) the Scheme Companies and each other Transaction Party to perform each of its obligations arising under the relevant Scheme and each Restructuring Document;
 - (ii) the Bank Scheme Creditors hereby acknowledge and agree that any action taken by the Scheme Companies or any Transaction Party in accordance with the Schemes or the Restructuring Documents will not constitute a breach of the Bank Scheme Facilities or the Restructuring Documents;
 - (iii) the Notes Scheme Creditors hereby acknowledge and agree that any action taken by the Scheme Companies or any Transaction Party in accordance with the Schemes or the Restructuring Documents will not constitute a breach of the Existing Notes Documents or the Restructuring Documents; and
 - (iv) the Scheme Creditors hereby agree to, and irrevocably instruct, authorise and direct the Scheme Companies, the New DEBV Notes Trustee, the New DEBV Notes Security Agent and (in the case of the Notes Scheme Creditors) the New DOG Notes Trustee and/or the New DOG Notes Security Agent (as applicable) to execute and deliver, or otherwise procure to be executed and delivered, all such documents, and do or procure to be done all such acts or things as may be necessary or desirable to be executed or done to cause:
 - (A) the New Notes Sureties to execute and enter into the New Notes Suretyships;
 - (B) the New Notes Guarantors to execute and enter into the New Notes Guarantees;
 - (C) the New Notes Security Providers to execute and enter into the New Notes Security; and
 - (D) the Transaction Parties to execute, enter into, and perform the transactions contemplated by, the Restructuring Documents to which they are expressed to be a party.
- 7. The directions, instructions and authorisations granted under Clause 6 shall be treated, for all purposes whatsoever and without limitation, as having been granted by deed.
- 8. The directions, instructions and authorisations granted under Clause 6 are granted by a Scheme Creditor in respect of all and any of its capacities under:

- (a) each Restructuring Document;
- (b) in respect of the Bank Scheme Creditors only, each Bank Scheme Facility Document; and
- (c) in respect of the Notes Scheme Creditors only, each Existing Notes Document,

in each case to which it is, or it is expressed to be, a party.

Grant of Authority

9. Each of the Scheme Creditors hereby irrevocably authorises and instructs GLAS on and from the Scheme Effective Date to enter into, execute and deliver as a deed (or otherwise) on behalf of that Scheme Creditor (including any person to whom a Scheme Creditor has transferred its rights in respect of its Scheme Claim after the Voting Record Time) (to the extent applicable):

- (a) the Deed of Release;
- (b) in the case of the Notes Scheme Creditors only, the Existing Notes Instruction Letter;
- (c) in the case of the Bank Scheme Creditors only, each Bank Scheme Facility Instruction Letter; and
- (d) in the case of the Bank Scheme Creditors only, the Bank Scheme Facility Global Deed of Release,

provided that, in the case of paragraphs (a) to (d) above, GLAS shall not be authorised and instructed on behalf of (i) any Bank Scheme Creditor in its capacity as a Bank Scheme Facility Agent or a Bank Scheme Facility Security Agent or (ii) the Bank Scheme Creditor in respect of the CHF 20.3 Million Facility in any capacity.

10. In addition to the authority granted and instruction given pursuant to Clause 9 above, each of the Scheme Creditors hereby irrevocably authorises the Scheme Companies (acting severally) on and from the Scheme Effective Date to, on behalf of that Scheme Creditor (including any person to whom a Scheme Creditor has transferred its rights in respect of its Scheme Claim after the Voting Record Time) (to the extent applicable):

- (a) enter into, execute and deliver as a deed (or otherwise):
 - (i) the Deed of Release;
 - (ii) all applicable Restructuring Documents; and
 - (iii) any and all such other documents that either Scheme Company or the Existing Notes Trustee reasonably considers necessary to give effect to the terms of the relevant Scheme;
- (b) complete any blanks (including, without limitation, any bank account details and notice provisions), any schedules and any signature blocks in the Restructuring Documents and to make such other minor or technical amendments to those as the Scheme Companies, acting reasonably, consider necessary or desirable (A) to ensure that they reflect the terms of the Schemes and document the rights and obligations of the Scheme Creditors under the Schemes; and (B) which are not materially prejudicial to any Scheme Creditor;
- (c) take whatever action is necessary to ensure that the books and records of the Clearing Systems are updated to reflect the terms of the Schemes; and

- (d) carry out any related or ancillary actions required to implement the Schemes and/or enter into and perform any and all such other documents that the Scheme Companies reasonably consider necessary to give effect to the terms of the Schemes and the Restructuring Documents.
- 11. The authorities and instructions granted under Clause 9 and Clause 10 shall be treated, for all purposes whatsoever and without limitation, as having been granted by deed.
 - 12. The Scheme Creditors ratify whatever the Scheme Companies and GLAS may lawfully do in their name or on their behalf in exercising the powers described above.
 - 13. Each of the Deed of Release and the Instruction Letters to be executed pursuant to the authority conferred by Clause 9 or Clause 10 of this Scheme Document shall be substantially in the form attached as an appendix hereto, subject to completion of any missing details and blanks or amendments of a solely technical nature (which may be done by either of the Scheme Companies) and any modification approved or imposed by the Court in accordance with Clause 34 or as permitted pursuant to Clause 22.
 - 14. Except where otherwise specified in Clauses 9 and Clause 10, the authorities and instructions granted under Clause 9 and Clause 10 are granted by a Scheme Creditor in respect of all and any of its capacities under:
 - (a) each Restructuring Document;
 - (b) in respect of the Bank Scheme Creditors only, each Bank Scheme Facility Document; and
 - (c) in respect of the Notes Scheme Creditors only, each Existing Notes Document,in each case to which it is, or it is expressed to be, a party.

Implementation of Arrangements with Scheme Creditors

- 15. Promptly after the Scheme Companies are satisfied (acting reasonably) that the Scheme Effective Date has occurred, the Scheme Companies shall deliver to the Scheme Creditors, via the Information Agent, and the other Transaction Parties the Scheme Effective Date Notice.
- 16. Upon delivery of the Scheme Effective Date Notice in accordance with Clause 15 (but prior to the Scheme Long Stop Date), the following steps shall take effect in the order set out below, each step to be completed as soon as reasonably practicable following the completion of the previous step:
 - (a) GLAS (on its behalf and on behalf of the applicable Scheme Creditors in accordance with the authority granted under the Schemes) and each of the Scheme Companies (on its behalf and, if applicable, on behalf of the applicable Scheme Creditors in accordance with the authority granted under the Schemes) shall execute and deliver (whether as a deed or otherwise) the Deed of Release, upon which the Deed of Release shall immediately become effective in accordance with its terms;
 - (b) subject to Clause 22, the steps set out in the Closing Agenda shall occur in the order set out therein, each step to be completed as soon as reasonably practicable following the completion of the previous step unless otherwise indicated in the Closing Agenda; and
 - (c) the Scheme Companies will issue to the Scheme Creditors and the other Transaction Parties the Restructuring Effective Date Notice, in accordance with and by the means set out in Clause 41 of this Scheme Document.

17. In relation to Clause 16(b) and in order to effect the steps and transactions contemplated in the Closing Agenda or otherwise required in connection with the Schemes:
- (a) GLAS will (on behalf of the applicable Scheme Creditors in accordance with the authority granted under the Schemes), execute and deliver (whether as a deed or otherwise):
 - (i) each Instruction Letter; and
 - (ii) the Bank Scheme Facility Global Deed of Release;
 - (b) each Scheme Company will (on its behalf and/or on behalf of the applicable Scheme Creditors in accordance with the authority granted under the Schemes):
 - (i) execute and deliver (whether as a deed or otherwise) the Restructuring Documents to which they are a party and any and all other documents that the Scheme Companies reasonably consider necessary to give effect to the terms of the Schemes; and
 - (ii) where applicable and to the extent legally permitted, procure the execution of the Restructuring Documents to which other Transaction Parties (which are not Undertaking Transaction Parties) are party, by such other Transaction Parties; and
 - (c) each Undertaking Transaction Party will:
 - (i) execute and deliver (whether as a deed or otherwise) the Restructuring Documents to which they are a party and any and all other documents necessary to give effect to the terms of the Schemes; and
 - (ii) where applicable and to the extent legally permitted, procure the execution of the Restructuring Documents, to which other Transaction Parties (which are not Undertaking Transaction Parties) are party, by such other Transaction Parties,
- in each case in accordance with their respective undertakings.
18. The Scheme Companies shall deliver (or, where applicable and to the extent legally permitted, shall procure delivery of) all instructions or notices and take any actions necessary or desirable in order to give effect to the steps set out in Clause 16.
19. At all times from the Scheme Effective Date, provided that the Restructuring Effective Date occurs prior to the Scheme Longstop Date, the Scheme Companies and the Scheme Creditors will take all necessary steps to comply with the terms set out in the Term Sheet (provided that such steps have not already been completed).
20. In the event that a step set out in the Closing Agenda does not occur then, unless expressly stated otherwise in the Closing Agenda, all other steps in the Closing Agenda will be deemed not to have occurred and any actions taken under or pursuant to Clause 16(b) shall have no valid or binding legal effect.
21. The Scheme Companies will use all reasonable endeavours and take all steps to ensure that all of the steps in Clause 16 occur and that all of the conditions precedent (if any) to the Restructuring Documents are satisfied and/or waived as soon as reasonably practicable after the Scheme Effective Date.

22. The arrangements set out in Clause 16 (including, for the avoidance of doubt, the arrangements set out in the Closing Agenda) may be amended or supplemented as agreed between the Scheme Companies' and the Ad Hoc Groups' legal advisers in any manner necessary in order to facilitate the occurrence of the Restructuring Effective Date.
23. The execution of the Restructuring Documents to which it is a party and the performance of its other obligations under this Scheme Document will discharge each Scheme Company's obligation to the relevant Scheme Creditors under the relevant Scheme.
24. On and from the Restructuring Effective Date (but subject to the other provisions of this Scheme Document) each Scheme Creditor shall be entitled to the rights and benefits accruing to that Scheme Creditor under this Scheme Document and the Restructuring Documents (to the extent they are a party) and all of the existing rights and benefits of the Scheme Creditors in respect of the Scheme Companies shall be subject and limited to the compromises and arrangements provided by this Scheme Document and the Restructuring Documents.

New Notes Entitlements

25. On the Restructuring Effective Date:
 - (a) the New DEBV Notes in Pool A will be issued to the Existing Noteholders *pro rata* to their holdings of the Existing Notes;
 - (b) the New DEBV Notes in Pool B will be issued to the Bank Scheme Creditors *pro rata* to their drawn commitments under the Bank Scheme Facilities; and
 - (c) the New DOG Notes will be issued to the Existing Noteholders *pro rata* to their holdings of the Existing Notes,

with each Scheme Creditor's New Notes Entitlement to be rounded down to the nearest US\$ 1.
26. The New DEBV Notes will be issued in the aggregate principal amount equal to the sum of:
 - (a) the total principal amount outstanding under the Existing Notes; *plus*
 - (b) the total principal amount outstanding under the Bank Scheme Facilities; *plus*
 - (c) the amount of all accrued and unpaid interest under the Existing Notes and the Bank Scheme Facilities (excluding any default interest and penalties (if any) (which will be deemed to be discharged and released on the Restructuring Effective Date)) as of the Restructuring Effective Date, provided that:
 - (i) during the period commencing on 1 February 2021 and ending on 30 April 2021, interest under the Existing Notes and under the Bank Scheme Facilities shall be deemed to accrue at 5.0 per cent. per annum (1.5 per cent. of which will be payable in cash on the first interest payment date under the New DEBV Notes (the "**1.5 per cent. Cash Interest**")); and
 - (ii) during the period commencing on 1 May 2021 and ending on the Restructuring Effective Date, the interest rate under the Existing Notes and Bank Scheme Facilities shall revert to the applicable contractual rate, provided that, if each of the Interest Variation Extension Conditions (as defined in the Term Sheet) is satisfied, the interest rate under the Existing Notes and Bank Scheme Facilities in such period shall be as set out in paragraph (ii) above; *less*
 - (d) the amount of the 1.5 per cent. Cash Interest; *less*

- (e) the total principal amount outstanding under the New DOG Notes as of the Restructuring Effective Date.

Voting Record Time

- 27. All Scheme Claims shall be determined as at the Voting Record Time, including, for the avoidance of doubt, any Scheme Creditor's New Notes Entitlement.

Assignments or Transfers

- 28. None of the Scheme Companies, the Existing Notes Trustee, the Existing Notes Security Agent, the Bank Scheme Facility Agents or the Bank Scheme Facility Security Agents shall:
 - (a) be under any obligation to recognise any assignment or transfer of any Scheme Claim after the Voting Record Time, provided that where a Scheme Company has received from the relevant parties notice in writing of such assignment or transfer, that Scheme Company may, in its absolute sole discretion and subject to the production of such other evidence as it may require and to any other terms and conditions which it may render necessary or desirable, agree to recognise such assignment or transfer for the purposes of its respective Scheme (and it shall be a term of such recognition that the assignee or transferee of a Scheme Claim so recognised by the relevant Scheme Company shall be bound by the terms of the relevant Scheme and for the purposes of the relevant Scheme shall be a Scheme Creditor); and
 - (b) except where otherwise stated herein, have any obligations hereunder to any person other than a Scheme Creditor.
- 29. Any successors, assignees or transferees of a Scheme Creditor after the Voting Record Time shall be bound by the terms of the Schemes and will be a Scheme Creditor for the purposes of the Schemes.

Stay of Proceedings

- 30. None of the Scheme Creditors shall commence or continue, or instruct, direct or authorise any other person to commence or continue, any Proceedings against a Scheme Company in respect of, arising from or relating to a Scheme Claim after the Scheme Effective Date, provided that if the Restructuring Effective Date does not occur on or before the Scheme Longstop Date this Clause 30 shall cease to apply with effect from the Scheme Longstop Date and be of no further effect. For the avoidance of doubt, this clause shall not prohibit a Scheme Creditor from commencing or continuing, or instructing, directing or authorising any other person to commence or continue, any Proceeding against any Scheme Company or its property in any jurisdiction whatsoever relating to and subject to the terms of the Restructuring Documents.
- 31. Nothing in Clause 30 shall extinguish or otherwise affect the rights of the Scheme Creditors, including (without limitation) any rights of the Scheme Creditors to take any action or commence any proceedings in respect of any liability arising from any fraud or wilful misconduct.

Costs

- 32. The Scheme Companies shall pay, or procure the payment of, in full, all costs, charges, expenses and disbursements incurred by:
 - (a) them in connection with the negotiation, preparation and implementation of this Scheme as and when they arise, including, but not limited to, the costs of holding the Scheme Meetings, the costs of obtaining the sanction of the Court of the Schemes and

the costs of placing the notices (if any) required by the Schemes, subject to receipt of all necessary invoices; and

- (b) subject to Clause 33, the Information Agent, the Existing Notes Trustee, the Existing Notes Paying Agent, the Existing Notes Security Agent, the Bank Scheme Facility Agents, the Bank Scheme Facility Security Agents, GLAS in its capacity as attorney for certain of the Scheme Creditors in accordance with the authority granted pursuant to this Scheme Document and their respective agents and advisers in connection with the negotiation, preparation and implementation of the Schemes. The Scheme Companies shall pay, or procure the payment of, all such fees and expenses by no later than the Restructuring Effective Date, subject to receipt of all necessary invoices.
33. For the avoidance of doubt, the success fee under the Rothschild Fee Letter shall only be payable upon entry into a 'Transaction' (as defined therein) in accordance with the terms of the Rothschild Fee Letter, subject to receipt of all necessary invoices.

Modifications

34. Each of the Scheme Companies may, at any hearing of the Court to sanction the relevant Scheme, consent on behalf of all relevant Scheme Creditors to any modification of the relevant Scheme and/or any of the Restructuring Documents or any terms or conditions which the Court may think fit to approve or impose and which are necessary or desirable for the implementation of the Schemes but excluding in each case any modification that could reasonably be expected to directly or indirectly have a materially adverse effect on the interests of any Scheme Creditor.
35. The Ad Hoc Groups are authorised (but without any Liability attaching to either Ad Hoc Group or any of the individual members of either Ad Hoc Group) to take such decisions, actions or steps as are necessary as a result of the Other Lenders Restructurings to amend the New DEBV Notes Documents as follows:
- (a) if the effect of the Other Lenders Restructurings, in the reasonable opinion of members of the Ad Hoc Groups holding in excess of 75 per cent. by value of the aggregate New DEBV Notes held by the Ad Hoc Groups, does not improve the position of the Other Lenders to the detriment of the New DEBV Noteholders under the Restructuring and is not inconsistent with the Term Sheet, but requires minor amendments to be made to the New DEBV Notes Documents, the New DEBV Notes Documents shall be amended accordingly notwithstanding that the Schemes may have been sanctioned by the Court at such time; or
 - (b) if the effect of the Other Lenders Restructurings, in the reasonable opinion of members of the Ad Hoc Groups holding in excess of 75 per cent. by value of the aggregate New DEBV Notes held by the Ad Hoc Groups, does materially improve the position of the Other Lenders to the material detriment of the New DEBV Noteholders or is inconsistent with the Term Sheet, the Ad Hoc Groups may in their sole discretion require that the Group seeks the approval of the New DEBV Noteholders pursuant to a consent solicitation process in order to effect any requisite amendment to the New DEBV Notes Documents. Notwithstanding the terms of the New DEBV Notes, the approval threshold for such consent solicitation will be holders of the New DEBV Notes holding 75 per cent. or more in principal amount of the New DEBV Notes.
36. For the purpose of Clause 35 above, the Scheme Creditors acknowledge and agree that any restructuring of the Other Lenders on terms substantially similar to those set out in appendix 2 to the Term Sheet shall not improve the position of the Other Lenders to the detriment of the New DEBV Noteholders under the Restructuring, will not be inconsistent with the Term Sheet, and will not require there to be made, or entitle any party to make, any amendments to the New DEBV Notes Documents.

37. No Scheme Creditor shall be entitled to challenge the validity of any act done or omitted to be done in good faith by the Ad Hoc Groups (or any member thereof) in connection with their actions or omissions pursuant to the authority granted to them under Clause 35 above in accordance with the provisions of this Scheme Document or the exercise by the Ad Hoc Groups (or any member thereof) (or any of their respective authorised signatories, agents, employees and/or delegates) in good faith of any power conferred upon them for the purposes of this Scheme Document if exercised in accordance with the provisions of the Schemes.
38. The Ad Hoc Groups (or any member thereof) shall not be liable for any cost, loss or liability in connection with the Schemes.
39. Nothing in this Scheme Document shall prevent the modification of any of the Restructuring Documents in accordance with their respective terms.

Obligations on Dates other than a Business Day

40. If any sum is due or obligation is to be performed under the terms of this Scheme Document on a day other than a Business Day, the relevant payment shall be made, or obligation performed, on the next Business Day.

Notices

41. Any notice or other written communication to be given under or in relation to this Scheme Document (including any service of process in connection with a breach of this Scheme Document) (other than any Account Holder Letter, which is to be delivered in accordance with the instructions contained therein) shall be given in writing and shall be deemed to have been duly given if it is delivered by hand, pre-paid first class post, airmail, fax or electronically to:

- (a) in the case of DEBV:

DTEK Energy B.V.
Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089
1077XX Amsterdam

Email: amber@dtek.com
Attention of: the board of directors

with a copy to:

Latham & Watkins
99 Bishopsgate, London EC2M 3XF

Email: projectamber.lwteam@lw.com
Attention of: John Houghton, Tom Davies, Husni Almousli

- (b) in the case of DFPLC:

DTEK Finance plc
Fifth Floor
25 Park Lane
London W1K 1RA
United Kingdom

Email: amber@dtek.com
Attention of: the board of directors

with a copy to:

Latham & Watkins
99 Bishopsgate, London EC2M 3XF

Email: projectamber.lwteam@lw.com

Attention of: John Houghton, Tom Davies, Husni Almousli

- (c) in the case of a Scheme Creditor, to the Information Agent at GLAS Specialist Services Limited, 45 Ludgate Hill, London EC4M 7JU, marked for the attention of Katie Lacey at email address lm@glas.agency;
 - (d) in the case of the Existing Notes Trustee:

GLAS Trust Corporation Limited
45 Ludgate Hill
London EC4M 7JU
United Kingdom
Fax: +44 203 070 0113
Attention: Transaction Management Group
Email: tes@glas.agency
 - (e) in the case of the Information Agent:

GLAS Specialist Services Limited
45 Ludgate Hill
London EC4M 7JU
Email: lm@glas.agency
Telephone: +44 (0) 20 3597 2940
Attention of: Liability Management
 - (f) in the case of any other person, any address, fax number or email address set forth for that person in any agreement entered into in connection with this Scheme Document or the last known address, fax number or email address according to the Scheme Companies.
42. Any notice or other written communication to be given under or in relation to this Scheme Document (other than any Account Holder Letter which is to be delivered in accordance with the instructions contained therein) shall be deemed to have been delivered and served:
- (a) if delivered by hand, when actually received provided that, if such receipt occurs after 5:00 p.m. in the place of receipt, the following Business Day;
 - (b) if sent by pre-paid first class post or airmail, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise the seventh Business Day after posting;
 - (c) if sent electronically or by fax, when actually received in readable form provided that, if such receipt in readable form occurs after 5:00 p.m. in the place of receipt, the following Business Day; and
 - (d) if by advertisement, on the date of publication.
43. In proving service, it shall be sufficient proof, in the case of a notice sent by pre-paid first class post or airmail, that the envelope was properly stamped, addressed and placed in the post.

44. The accidental omission to send any notice, written communication or other document in accordance with Clauses 41 to 43 or the non-receipt of any such notice by any Scheme Creditor shall not affect the provisions of this Scheme Document.
45. Notwithstanding any provision to the contrary contained in this Scheme Document:
- (a) while the Existing Notes are represented by Global Notes and held with the Common Depositary, notice to the Existing Noteholders may be given instead by delivery of the notice to the Clearing System and such notices shall be deemed to have been given to the Existing Noteholders on the date of delivery to the Clearing System;
 - (b) the Existing Notes Trustee may approve some other method of giving notice to the Existing Noteholders of the relevant Existing Notes if, in its opinion, that other method is reasonable having regard to market practice then prevailing and to the requirements of any stock exchange on which the relevant Existing Notes are then listed and provided that notice of that other method is given to the Existing Noteholders in the manner required by that Existing Notes Trustee; and
 - (c) a copy of each notice given in accordance with this Clause shall be provided to the Irish Stock Exchange for so long as the Existing Notes are listed on the Irish Stock Exchange and the relevant regulations so require.

Governing Law and Jurisdiction

46. The operative terms of this Scheme Document and any non-contractual obligations arising out of or in connection with the Schemes shall be governed by and construed in accordance with the laws of England and Wales. The Scheme Creditors hereby agree that the Court shall have exclusive jurisdiction to hear and determine any suit, action or Proceeding and to settle any dispute which arises out of or in connection with the terms of the Schemes or their implementation or out of any action taken or omitted to be taken under the Schemes or in connection with the administration of the Schemes and for such purposes the Scheme Creditors irrevocably submit to the jurisdiction of the Court, provided, however, that nothing in this Clause shall affect the validity of other provisions determining governing law and jurisdiction as between the Scheme Companies and any of the Scheme Creditors, whether contained in contract or otherwise.
47. The terms of the Schemes and the obligations imposed on the Scheme Companies hereunder shall take effect subject to any prohibition or condition imposed by applicable law.
48. If at any time any provision of the Schemes is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability in such jurisdiction of any other provision of the Schemes nor the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Schemes, shall be affected or impaired.

Dated this seventh day of May 2021

SCHEDULE 1
RESTRUCTURING DOCUMENTS

Part 1: New Notes Documents

1. Mandatory Exchange Notice
2. The New DEBV Notes Indenture
3. New DOG Notes Trust Deed
4. The New Global Notes
5. The Agency Agreement
6. The New DEBV Notes Guarantees
7. The New DEBV Notes Suretyships
8. The New DEBV Notes Share Pledge
9. The New DOG Notes Guarantees
10. The New DOG Notes Suretyships
11. The Current Development Receivables Intercompany Agreement
12. The New DOG Notes Bank Account Pledge
13. The New DOG Notes Account Declaration of Trust Deed
14. The New DOG Notes Deed of Assignment
15. The New DOG Notes Deed of Subordination
16. Any notices, acknowledgements and other deliverables that are referred to in, or would be customary or incidental in connection with, the documents listed at paragraphs 1-15 above

Part 2: Termination Documents (Bank Scheme Facilities)

1. The Bank Scheme Facility Global Deed of Release
2. The Dutch Release Agreement (US\$ 375 Million Facility)
3. The Interest Capitalisation Agreement
4. Any notices, acknowledgements and other deliverables that are referred to in, or would be customary or incidental in connection with, the documents listed at paragraphs 1-3 above

Part 3: Termination Documents (Existing Notes)

1. The Existing Notes Issuer Cancellation Notice
2. The Existing Notes Trustee Cancellation Notice
3. The Deed of Release and Discharge (Existing Notes) (NY law)

4. The Deed of Release and Discharge (Existing Notes) (English law)
5. The Deed of Release and Discharge (Existing Notes) (Dutch law)
6. The DOG Termination Deed
7. Any notices, acknowledgements and other deliverables that are referred to in, or would be customary or incidental in connection with, the documents listed at paragraphs 1 to 6 above

Part 4: Bank Scheme Facility Instruction Letters

1. In relation to the US\$ 375 Million Facility, a letter of instruction to Deutsche Bank AG, Amsterdam Branch from the relevant Bank Scheme Creditors instructing it to:
 - a. execute the Bank Scheme Facility Global Deed of Release in its capacity as agent and security agent; and
 - b. execute the Dutch Release Agreement (US\$ 375 Million Facility) in its capacity as agent and security agent
2. In relation to the Override Agreement, a letter of instruction to the Restructuring Agent from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as restructuring agent
3. In relation to the EUR 30 Million Facility, a letter of instruction to the EUR 30 Million Facility Agent from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
4. In relation to the New Club Facilities, a letter of instruction to Global Loan Agency Services Limited from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
5. In relation to the RUB 5.35 Billion Facility, a letter of instruction to Global Loan Agency Services Limited from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
6. In relation to the RUB 10 Billion Facility, a letter of instruction to Global Loan Agency Services Limited from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
7. In relation to the US\$ 178.4 Million Facility, a letter of instruction to Global Loan Agency Services Limited from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
8. In relation to the Interim Override Agreement, a letter of instruction to Global Loan Agency Services Limited from the relevant Bank Scheme Creditors instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
9. In relation to the CHF 20.3 Million Facility, a letter of instruction to Gazprombank (Switzerland) Ltd from the relevant Bank Scheme Creditor instructing it to execute the Bank Scheme Facility Global Deed of Release in its capacity as agent
10. Any other letter of instruction to any person which at the relevant time acts as agent or security agent or other similar capacity in relation to any Bank Scheme Facility

SCHEDULE 2
FORM OF DEED OF RELEASE

DEED OF RELEASE

DATED [•] 2021

by

DTEK ENERGY B.V.

and

DTEK FINANCE PLC

and

GLAS TRUST CORPORATION LIMITED

and

THE SCHEME CREDITORS

in favour of

THE RELEASED PARTIES

THIS DEED is dated [●] 2021 and is made by:

- (1) **DTEK ENERGY B.V.** of Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam;
- (2) **DTEK FINANCE PLC** of 5th Floor, 25 Park Lane, London W1K 1RA;
- (3) **THE SCHEME CREDITORS** (as defined below), acting by [●] pursuant to the authority conferred upon [●] by the Scheme Creditors under the Scheme Document (as defined below); and
- (4) **GLAS TRUST CORPORATION LIMITED** of 45 Ludgate Hill, London EC4M 7JU (the “Existing Notes Trustee”)

In favour of

- (5) **THE RELEASED PARTIES** (as defined below).

BACKGROUND

- (A) The Scheme Companies have entered into the Schemes with the Scheme Creditors.
- (B) [●] is authorised, pursuant to the authority conferred upon it by the Scheme Creditors under the document in which the terms of the Schemes are contained (the “**Scheme Document**”), to execute and deliver this Deed on behalf of each of the Scheme Creditors.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions In this Deed:

“**Ad Hoc Groups**” has the meaning given to such term in the Scheme Document.

“**Adviser Released Party**” means the persons listed at Part 2 of Appendix 1 of this Deed.

“**Claim**” means any action, claim, demand, right, remedy, litigation action, cause of action, attachment, order, proceeding, stay or set-off whatsoever or howsoever arising, whether present, future, prospective or contingent, whether or not presently known to the parties or to the law, whether or not for a fixed or unliquidated amount, whether or not matured or unmatured, whether or not suspected or unsuspected, whether or not involving the payment of money or the performance of an act or obligation, whether arising in tort, contract or bailment, at common law, in equity or by statute, enactment or court order, in England and Wales or in any other jurisdiction or in any other manner whatsoever.

“**Explanatory Statement**” means the explanatory statement dated 16 April 2021 of the Scheme Companies circulated to the Scheme Creditors in connection with the Schemes pursuant to section 897 of the Companies Act.

“**Holding Company**” means, in relation to a person or entity, any other person or entity in respect of which it is a Subsidiary.

“**Indenture**” has the meaning given to such term in the Scheme Document.

“Liabilities” has the meaning given to such term in the Scheme Document.

“Related Parties” means a party’s parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors.

“Released Parties” means the Adviser Released Parties and the Transaction Released Parties.

“Restructuring” has the meaning given to such term in the Scheme Document.

“Schemes” means the schemes of arrangement in respect of the Scheme Companies under Part 26 of the Companies Act 2006 between each Scheme Company and the relevant Scheme Creditors as sanctioned by the Court on or about the date of this Deed.

“Scheme Creditor” has the meaning given to such term in the Scheme Document.

“Subsidiary” has the meaning given to such term in the Scheme Document.

“Transaction Released Parties” means the persons listed at Part 1 of Appendix 1 of this Deed.

1.2 Construction

- (a) Capitalised terms defined in the Scheme Document have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) In this Deed, unless the context otherwise requires or otherwise expressly provides:
 - (i) references to Clauses are references to Clauses of this Deed;
 - (ii) references to a person include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;
 - (iii) references to a statute or statutory provision include references to the same as subsequently modified, amended or re-enacted from time to time;
 - (iv) the singular includes the plural and vice versa and words importing one gender shall include all genders; and
 - (v) headings to Clauses are for ease of reference only and shall not affect the interpretation of this Deed.

2. WAIVER AND RELEASE

2.1 With effect from the Scheme Effective Date and without prejudice to the provisions of the Scheme Document, each Scheme Creditor (on their own behalf and on behalf of any person to whom they may have transferred their Scheme Claims after the Voting Record Time) on behalf of themselves and on behalf of their Related Parties (other than the Existing Notes Trustee and other than the Ad Hoc Groups in respect of 2.1(d)) hereby irrevocably and unconditionally:

- (a) waives, releases and discharges fully and absolutely all Liabilities of the Released Parties, in each case that were ever owed, may be owing to or may hereafter become owing to it or any of its Related Parties or any person to whom that Scheme Creditor may have transferred its Scheme Claim after the Voting Record Time, in any capacity whatsoever by or from all and any Released Party whatsoever, whensoever or howsoever arising, in relation to or in connection with or by reason of or resulting directly or indirectly from a Released Party’s participation in the preparation,

discussions, negotiation, sanction, execution or implementation of the Schemes and/or the Restructuring and all and any documentation ancillary or related thereto;

- (b) waives, releases and discharges fully and absolutely each and every Claim which the Scheme Creditors, their Related Parties or any person to whom a Scheme Creditor may have transferred its Scheme Claim after the Voting Record Time ever had, may have or may hereafter have against a Released Party in any capacity whatsoever and whatsoever, whensoever or howsoever arising, in relation to or in connection with or by reason of or resulting directly or indirectly from a Released Party's participation in the preparation, discussions, negotiation, sanction, execution or implementation of the Schemes and/or the Restructuring and all and any documentation ancillary or related thereto;
- (c) discharge the Existing Notes Trustee, the Existing Notes Security Agent, the Bank Scheme Facility Agents and the Bank Scheme Security Agents from all Liabilities incurred under the Indenture (including, without limitation, any liabilities arising from any non-compliance with section 7.09 of the Indenture), the Existing Notes, the Bank Scheme Facilities and the Schemes (as applicable), and agree to hold harmless the Existing Notes Trustee, the Existing Notes Security Agent, the Bank Scheme Facility Agents and the Bank Scheme Security Agents from and against all losses, liabilities, damages, costs, charges and expenses which may arise as part of the Schemes, the Restructuring or the preparation, negotiation or implementation of the Schemes or the Restructuring; and
- (d) waives, releases and discharges, fully and absolutely, all Liabilities of the Ad Hoc Groups and waives each and every Claim which the Scheme Creditors may have against the Ad Hoc Groups in respect of any modification made to the terms of the Schemes in accordance with paragraph 35 of the Scheme Document.

2.2 With effect from the date of this Deed and without prejudice to the provisions of the Scheme Document, each Scheme Company hereby irrevocably and unconditionally:

- (a) waives, releases and discharges fully and absolutely all Liabilities of the Released Parties (other than that Scheme Company), in each case that were ever owed, may be owing to or may hereafter become owing to it, in any capacity whatsoever by or from all and any Released Party whatsoever, whensoever or howsoever arising, in relation to or in connection with or by reason of or resulting directly or indirectly from a Released Party's participation in the preparation, discussions, negotiation, sanction, execution or implementation of the Schemes and/or the Restructuring and all and any documentation ancillary or related thereto;
- (b) waives each and every Claim which that Scheme Company ever had, may have or may hereafter have against a Released Party (other than that Scheme Company) in any capacity whatsoever and whatsoever, whensoever or howsoever arising, in relation to or in connection with or by reason of or resulting directly or indirectly from a Released Party's participation in the preparation, discussions, negotiation, sanction, execution or implementation of the Schemes and/or the Restructuring and all and any documentation ancillary or related thereto;
- (c) waives, releases and discharges fully and absolutely, all Liabilities of the Ad Hoc Groups and waives each and every Claim which that Scheme Company may have against the Ad Hoc Groups in respect of any modification made to the terms of the Schemes in accordance with paragraph 35 of the Scheme Document; and
- (d) discharges the Existing Notes Trustee, the Existing Notes Security Agent, the Bank Scheme Facility Agents and the Bank Scheme Security Agents from all Liabilities

incurred under the Indenture (including, without limitation, any Liabilities arising from any non-compliance with section 7.09 of the Indenture), the Existing Notes, the Bank Scheme Facilities and the Schemes (as applicable), and agrees to hold harmless the Existing Notes Trustee, the Existing Notes Security Agent, the Bank Scheme Facility Agents and the Bank Scheme Security Agents from and against all losses, liabilities, damages, costs, charges and expenses which may arise as part of the Schemes, the Restructuring or the preparation, negotiation or implementation of the Schemes or the Restructuring.

- 2.3 Each of the Scheme Creditors discharges GLAS from any and all Liabilities which it may incur as a result of signing any documents on behalf of the applicable Scheme Creditors pursuant to the authority granted to it under the Scheme Document and agrees to hold harmless GLAS from and against any and all losses, liabilities, damages, costs, charges and expenses which may arise as part of the Schemes.
- 2.4 Each release, waiver and discharge effected by the terms of Clauses 2.1 to 2.3 above shall not extend to:
- (a) any Liability of any Adviser Released Party arising under or relating to a duty of care to such Adviser Released Party's client or arising under a duty of care to another person which has been expressly accepted or acknowledged in writing by that Adviser Released Party;
 - (b) any Liability arising out of or resulting from gross negligence, wilful default or fraud of the Released Party seeking to rely on the release, waiver or discharge (or any Claim relating to such Liability); and
 - (c) any Liability in respect of the Lock-up Agreement.
- 2.5 Nothing in this Deed shall release, waive or discharge any Liability of any person under the Restructuring Documents.

3. FURTHER ASSURANCES

The Scheme Companies and the Scheme Creditors (other than the Existing Notes Trustee) will take whatever action is reasonably necessary to achieve the waiver, release and discharge referred to in Clause 2 (*Waiver and Release*).

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 4.1 Other than as provided in Clause 4.2 below, a person who is not party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 4.2 A Released Party may rely on and enforce the terms of this Deed.

5. GOVERNING LAW AND JURISDICTION

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it.

This Deed has been entered into and delivered as a deed on the date stated at the beginning of this Deed.

APPENDIX 1

RELEASED PARTIES

PART 1

TRANSACTION RELEASED PARTIES

1. The Scheme Companies, the Group Companies and each of their former and current directors, members, officers and representatives.
2. The Bank Scheme Facility Agents (with respect to the EUR 30 Million Facility Agent, the EUR 30 Million Facility Agent as of the date of this Deed).
3. The Bank Scheme Facility Security Agents.
4. GLAS Trust Corporation Limited in its capacity as Existing Notes Trustee.
5. GLAS Trust Corporation Limited in its capacity as Existing Notes Security Agent.
6. GLAS Trust Corporation Limited in its capacity as attorney for certain of the Scheme Creditors pursuant to the authority granted to it under the Scheme Document.
7. The Bank of New York Mellon, London Branch in its capacity as Existing Notes Paying Agent.
8. The Bank of New York Mellon, London Branch in its capacity as transfer agent for the Existing Notes.
9. The Bank of New York Mellon (Luxembourg) S.A. in its capacity as registrar for the Existing Notes.
10. Each member of each Ad Hoc Group.
11. The lender under the CHF 20.3 Million Facility as of the date of this Deed.
12. DBV.

PART 2

ADVISER RELEASED PARTIES

1. Rothschild & Cie.
2. Latham & Watkins LLP and Latham & Watkins (London) LLP.
3. Dechert LLP.
4. IMEPOWER Ltd.
5. Hogan Lovells International LLP.
6. Houlihan Lokey EMEA, LLP.
7. Grant Thornton UK LLP.
8. The Information Agent.
9. McDermott, Will & Emery (UK) LLP.
10. Asters Law Firm Attorneys' Partnership.
11. Sayenko Kharenko Attorneys Office.
12. Finpoint LLC.
13. Any of the foregoing's partners, employees and affiliated partnerships and the partners and employees of such affiliated partnerships and their respective Subsidiaries and Holding Companies and any local counsel engaged by any of the foregoing on behalf of their client or by the client directly in connection with all or any of the Schemes and the Restructuring.

SIGNATORIES

SCHEME CREDITORS

EXECUTED AND DELIVERED AS A DEED by)
[●])
)
acting on behalf of the Scheme Creditors)
pursuant to the authority conferred on [●])
for this purpose under the Scheme Document)

acting by Authorised Signatory in the presence of

DEBV

EXECUTED AND DELIVERED AS A DEED by)
DTEK ENERGY B.V.)
)

acting by Authorised Signatory in the presence of

DFPLC

EXECUTED AND DELIVERED AS A DEED by)
DTEK FINANCE PLC)
)

acting by Authorised Signatory in the presence of

EXISTING NOTES TRUSTEE

EXECUTED AND DELIVERED AS A DEED by)
GLAS TRUST CORPORATION LIMITED)
)

acting by Authorised Signatory in the presence of

SCHEDULE 3

FORM OF DEED OF UNDERTAKING

This **DEED OF UNDERTAKING** is executed on _____ 2021 by _____ (the "**Undertaking Transaction Party**") on its own behalf. Terms used but not defined in this undertaking shall, unless otherwise stated, have the meanings given to them in the document (the "**Scheme Document**") containing the terms of the schemes of arrangement in respect of DTEK Energy B.V. ("**DEBV**") and DTEK Finance plc ("**DFPLC**" and, together with DEBV, the "**Scheme Companies**") under Part 26 of the Companies Act 2006 between each Scheme Company and its Scheme Creditors (the "**Scheme**") as set out in the explanatory statement furnished by the Scheme Companies to the Scheme Creditors pursuant to section 897 of the Companies Act 2006 (the "**Explanatory Statement**").

Subject to the conditions set forth below having been satisfied, the Undertaking Transaction Party **hereby irrevocably** (and, for the avoidance of any doubt, severally) undertakes to the Scheme Companies, to each of the Scheme Creditors and to the Court to:

- (a) agree to be bound by the terms of the Schemes;
- (b) execute, deliver and complete and be bound by the Restructuring Documents to which it is a party and procure, to the extent legally permitted, that each other Undertaking Transaction Party executes, delivers and completes and is bound by the Restructuring Documents to which they are a party; and
- (c) to the extent legally permitted, negotiate, settle and/or execute any other agreement, letter or other document and do or procure to be done all such acts and things as may be necessary or desirable for the purposes of giving effect to the Schemes and/or implementing the Restructuring.

This Deed is conditional upon and shall not become effective until the Scheme Effective Date.

If the Restructuring Effective Date does not occur on or before the Scheme Longstop Date, this Deed shall automatically terminate, upon which any and all obligations and liabilities of the Scheme Companies and the Undertaking Party under this Deed shall be released and discharged in full and none of the Scheme Creditors or the Court or any other party shall be entitled thereafter to enforce any of the terms of this Deed against any Scheme Company or the Undertaking Party.

The Undertaking Transaction Party enters into the obligations in this Deed for the benefit of the Scheme Creditors and the obligations in this Deed shall be enforceable by the Scheme Creditors.

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

IN WITNESS whereof this document has been executed as a deed and delivered on the date first stated above.

EXECUTION PAGE

THE UNDERTAKING TRANSACTION PARTY

Executed and delivered as a deed by

_____ on behalf of the Undertaking Transaction Party

By:

in the presence of:

Signature of Witness

Name:

Address:

Occupation:

SCHEDULE 4

FORM OF SCHEME EFFECTIVE DATE NOTICE

To: THE SCHEME CREDITORS AND THE OTHER TRANSACTION PARTIES

**From: DTEK ENERGY B.V.
DTEK FINANCE PLC**

(the "Scheme Companies")

Date: []

Schemes of arrangement in respect of the Scheme Companies under Part 26 of the Companies Act 2006 (the "Schemes")

1. We refer to the Schemes. This is the Scheme Effective Date Notice as contemplated by clause 15 of the document containing the terms of the Schemes (the "**Scheme Document**").
2. Capitalised terms defined in the Scheme Document have the same meaning when used in this letter.
2. By an order dated [13] May 2021, the Court sanctioned the Schemes.
3. We hereby confirm that the Scheme Effective Date is *[insert time and date that Schemes were delivered to the Registrar of Companies]*.

This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully,

DTEK ENERGY B.V.

DTEK FINANCE PLC

SCHEDULE 5

FORM OF RESTRUCTURING EFFECTIVE DATE NOTICE

To: THE SCHEME CREDITORS AND THE OTHER TRANSACTION PARTIES

**From: DTEK ENERGY B.V.
DTEK FINANCE PLC**

(the “Scheme Companies”)

Date: []

Schemes of arrangement in respect of the Scheme Companies under Part 26 of the Companies Act 2006 (the “Schemes”)

1. We refer to the Schemes. This is the Restructuring Effective Date Notice as contemplated by clause 16(c) of the document containing the terms of the Schemes (the “**Scheme Document**”).
2. Capitalised terms defined in the Scheme Document have the same meaning when used in this letter.
3. We hereby confirm that the Restructuring Effective Date is *[insert date of letter]*.

This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully,

DTEK ENERGY B.V.

DTEK FINANCE PLC

SCHEDULE 6

FORM OF EXISTING NOTES INSTRUCTION LETTER

From: The Notes Scheme Creditors acting by GLAS Trust Corporation Limited ("**GLAS**") as appointed pursuant to the Scheme Document (as defined below)

To: GLAS Corporation Trust Limited (acting as "**Existing Notes Trustee**" and "**Existing Notes Security Agent**")

_____ 2021

Dear Sirs,

1. DTEK Energy B.V. ("**DEBV**") and DTEK Finance plc ("**DFPLC**") and, together with DEBV, the "**Scheme Companies**") proposed inter-conditional schemes of arrangement under Part 26 of the Companies Act 2006 between each Scheme Company and its Scheme Creditors (the "**Schemes**") as set out in the explanatory statement furnished by the Scheme Companies to the Scheme Creditors on 16 April 2021 pursuant to section 897 of the Companies Act 2006 (the "**Explanatory Statement**"). The Schemes were sanctioned by the Court on [13 May] 2021.
2. Terms used but not defined in this Instruction Letter shall, unless otherwise stated, have the meanings given to them in the document containing the terms of the Schemes (the "**Scheme Document**").
3. Pursuant to clause 9 of the Scheme Document, each of the Notes Scheme Creditors (other than the Existing Notes Trustee) has irrevocably instructed and authorised GLAS from the Scheme Effective Date to execute this Instruction Letter and deliver it to the Existing Notes Trustee and the Existing Notes Security Agent on behalf of the Notes Scheme Creditors (other than the Existing Notes Trustee).
4. The undersigned (being GLAS on behalf of each of the Notes Scheme Creditors (other than the Existing Notes Trustee) pursuant to the authority granted by clause 9 of the Scheme Document) hereby instructs each of the Existing Notes Trustee and the Existing Notes Security Agent (to the extent applicable) pursuant to the terms of the Scheme Document to accelerate the Existing Notes and enforce the Existing Notes Security over the Existing DOG Receivables (in each case pursuant to, and in the manner contemplated by, the DOG Termination Deed), cancel the Existing Notes, the Existing Notes Guarantees and the Existing Notes Suretyships (in each case in accordance with the applicable Termination Documents (Existing Notes)) and to execute all of the Restructuring Documents (to which it is a party) that will implement the Restructuring on the terms set out in the Term Sheet.
5. The undersigned (being GLAS on behalf of each of the Notes Scheme Creditors (other than the Existing Notes Trustee) pursuant to the authority granted by clause 9 of the Scheme Document) hereby instructs the Existing Notes Trustee (to the extent applicable) pursuant to the terms of the Notes Scheme to waive each and every Event of Default (as such term is defined in the Indenture) pursuant to the Deed of Release and Discharge (Existing Notes) (NY law).

6. The undersigned (being GLAS on behalf of each of the Notes Scheme Creditors (other than the Existing Notes Trustee) pursuant to the authority granted by clause 9 of the Scheme Document) hereby instruct and direct each of the Existing Notes Trustee and the Existing Notes Security Agent to execute, or otherwise procure to be executed, all such documents, and do or procure to be done all such acts or things as may be necessary or desirable to be done to cause the New Notes Guarantors and New Notes Sureties (as applicable) to enter into the New Notes Guarantees and New Notes Suretyships (as applicable).
7. Each signatory hereto shall do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Instruction Letter.
8. This Instruction Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
9. This Instruction Letter and any non-contractual obligations arising out of or in connection with this Instruction Letter shall be governed by, and construed in accordance with, the laws of England and Wales and each of the Notes Scheme Creditors hereby agree that the Court shall have the exclusive jurisdiction to hear and determine any claim, action, proceeding or dispute (whether contractual or non-contractual) arising out of or in connection with this Instruction Letter and, for such purposes, each of the Notes Scheme Creditors irrevocably submit to the jurisdiction of the Court.

Yours faithfully,

Signed:.....

For and on behalf of

**THE NOTES SCHEME CREDITORS (other than the Existing Notes Trustee) by
GLAS Trust Corporation Limited**

pursuant to the irrevocable instructions and authorisations of the Notes Scheme Creditors (other than the Existing Notes Trustee) under clause 9 of the Scheme Document and without personal liability

SCHEDULE 7

FORM OF BANK SCHEME FACILITY INSTRUCTION LETTER

From: Lenders (as defined below) acting by [] (“**Authorised Person**”) as appointed pursuant to the Scheme Document (as defined below)

To: [] acting as [restructuring] agent [and security agent] under the Agreement (as defined below) (the “**Agent**” [and “**Security Agent**”])

Date: _____ 2021

Dear Sirs,

1. DTEK Energy B.V. (“**DEBV**”) and DTEK Finance plc (“**DFPLC**” and, together with DEBV, the “**Scheme Companies**”) proposed inter-conditional schemes of arrangement under Part 26 of the Companies Act 2006 between each Scheme Company and its Scheme Creditors (the “**Schemes**”) as set out in the explanatory statement furnished by the Scheme Companies to the Scheme Creditors on 16 April 2021 pursuant to section 897 of the Companies Act 2006 (the “**Explanatory Statement**”). The Schemes were sanctioned by the Court on [13 May] 2021.
2. Terms used but not defined in this Instruction Letter shall, unless otherwise stated, have the meanings given to them in the document containing the terms of the Schemes (the “**Scheme Document**”).
3. Pursuant to [clause 9] / [clause 10] of the Scheme Document, each of the lenders under [*insert description of the relevant Bank Scheme Facility*] (the “**Lenders**” and the “**Agreement**”, respectively) has irrevocably instructed and authorised the Authorised Person from the Scheme Effective Date to execute this Instruction Letter and deliver it to the Agent [and the Security Agent] on behalf of the Lenders.
4. The undersigned (being the Authorised Person on behalf of each of the Lenders pursuant to the authority granted by [clause 9] / [clause 10] of the Scheme Document) hereby instructs [each of] the Agent [and the Security Agent] (to the extent applicable) pursuant to the terms of the Scheme Document to execute all of the Restructuring Documents (to which it is a party) that will implement the Restructuring on the terms set out in the Term Sheet, including to execute [the Interest Capitalisation Agreement]/[the Bank Scheme Facility Global Deed of Release]/[the Dutch Release Agreement (US\$ 375 Million Facility)] and any notices, acknowledges and other deliverables as would be customary in connection therewith.
5. Each signatory hereto shall do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Instruction Letter.
6. This Instruction Letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
7. This Instruction Letter and any non-contractual obligations arising out of or in connection with this Instruction Letter shall be governed by, and construed in accordance with, the laws of England and Wales and each of the Lenders hereby agree that the Court shall have the exclusive jurisdiction to hear and determine any claim, action, proceeding or dispute (whether contractual or non-contractual) arising out of or in connection with this Instruction Letter and, for such purposes, each of the Lenders irrevocably submit to the jurisdiction of the Court.

Yours faithfully,

Signed:.....

For and on behalf of

[] by

[Authorised Person]

pursuant to the irrevocable instructions and authorisations of the Lenders under the Scheme Document
and without personal liability

RESTRUCTURING TERM SHEET

This Restructuring Term Sheet does not constitute an offer to sell or the solicitation of an offer to buy securities of DTEK Finance PLC or any other person. Capitalised terms used but not defined have the meaning given to them in the Indenture unless otherwise defined in Appendix 1, Appendix 2 or the Lock-up Agreement. This Restructuring Term Sheet is not intended to be legally binding, except pursuant to and in accordance with the Lock-up Agreement, and shall at all times be subject to terms of the Lock-up Agreement.

1. OVERVIEW

Allocation of the New DOG Notes and the New DEBV Notes:

The New DEBV Notes will be divided into two pools, the first of which (“**Pool A**”) will consist of New DEBV Notes with the aggregate principal amount equivalent to (a) the aggregate principal amount of the Existing Notes plus all accrued and unpaid interest thereon (calculated as set forth herein) *less* (b) the aggregate principal amount of the New DOG Notes (i.e., \$425,000,000), and the second of which (“**Pool B**”) will consist of New DEBV Notes with the aggregate principal amount equivalent to the aggregate principal amount of the Existing Loans plus all accrued and unpaid interest thereon (calculated as set forth herein). On the Restructuring Effective Date:

1. the New DEBV Notes in Pool A will be issued to the Existing Noteholders *pro rata* to their holdings of the Existing Notes;
2. the New DEBV Notes in Pool B will be issued to the Bank Lenders *pro rata* to their drawn commitments under the Existing Loans; and
3. the New DOG Notes will be issued to the Existing Noteholders *pro rata* to their holdings of the Existing Notes.

Existing Loans and Existing Notes documentation

Existing Loans and Existing Notes will be treated as contemplated in the Restructuring Steps Plan.

2. KEY TERMS FOR THE NEW DOG NOTES

New DOG Notes Issuer	NGD Holdings B.V., a company incorporated in The Netherlands with company number and 65943112 and registered address Strawinskylaan 1531, Tower B, Level 15, grid TB-15-046/089, 1077XX Amsterdam, The Netherlands.
The DOG Parent Group and the DOG Group	DTEK Oil & Gas Holdings B.V. (the “ DOG Parent ”) and its subsidiaries are referred to in this Restructuring Term Sheet as the “ DOG Parent Group ” and DTEK Oil & Gas B.V. (“ DOG ”) and its subsidiaries are referred to in this Restructuring Term Sheet as the “ DOG Group ”.
The Initial New DOG Notes Guarantors	<ol style="list-style-type: none">1. DOG;2. Naftogazvydobuvannya PJSC (“NGD”);3. LLC NGD Holdings (“LLC Holdings”);4. Oil & Gas Overseas Trading B.V. (“Overseas Trading”);5. LLC Kosul (“Kosul”), solely to the extent that Kosul is a member of the DOG Group as of the Restructuring Effective Date; and6. LLC Oil and Gas Exploitation (“Exploitation”), <p>DOG, NGD, LLC Holdings, Overseas Trading, Kosul (subject to the proviso above) and Exploitation together being the “Initial New DOG Notes Guarantors”.</p>
New DOG Notes	\$425,000,000 senior secured notes due 2026.
Restructuring and Exchange	On the Restructuring Effective Date, each eligible holder of Existing Notes shall receive a principal amount of New DOG Notes <i>pro rata</i> to their holdings of Existing Notes.
New DOG Notes Final Maturity Date	31 December 2026, subject to scheduled amortisation and early redemption in certain circumstances, as set out more fully below in this Restructuring Term Sheet.
Interest	The rate of interest applicable to the New DOG Notes shall be 6.75% <i>per annum</i> .
Interest Payment Dates	Interest on the New DOG Notes will be payable semi-annually in arrear on June 30 and December 31 in each year, with the first interest payment date falling on June 30, 2021. Interest will accrue from the date of issue of the New DOG Notes (being the Restructuring Effective Date) and will be payable in cash. Interest will not be capable of deferral and will not be paid in kind.

Denomination and settlement	The New DOG Notes will be issued in minimum denominations of \$2,000 and in integral multiples of \$1 in excess thereof. The New DOG Notes will be subject to customary settlement arrangements at Clearstream Banking SA and Euroclear Bank SA/NV.
Ranking	<p>The New DOG Notes and the New DOG Notes Guarantees (as defined below) will:</p> <ul style="list-style-type: none"> • be general, senior obligations of the New DOG Notes Issuer and each New DOG Notes Guarantor, secured by first-ranking security interests in the Collateral as set forth under “Collateral” below; • rank equally in right of payment with all the New DOG Notes Issuer’s and each New DOG Notes Guarantor’s existing and future senior indebtedness; • rank senior in right of payment to all the New DOG Notes Issuer’s and each New DOG Notes Guarantor’s existing and future indebtedness that is subordinated in right of payment to the New DOG Notes; and • be effectively senior to all the New DOG Notes Issuer’s and New DOG Notes Guarantor’s existing and future unsecured indebtedness to the extent of the value of the Collateral.
New DOG Notes Guarantees	<p>The New DOG Notes will be guaranteed (each, a “New DOG Notes Guarantee”)¹ on a senior basis and jointly and severally by:</p> <ol style="list-style-type: none"> 1. the Initial New DOG Notes Guarantors; and 2. any members of the DOG Parent Group which become guarantors in accordance with the terms hereof (the “Additional New DOG Notes Guarantors”), <p>together, the “New DOG Notes Guarantors”.</p>
Additional New DOG Notes Guarantors, Material DOG Companies and Guarantor Coverage	<p>The DOG Parent, the New DOG Notes Issuer and each New DOG Notes Guarantor shall procure that any and all future members of the DOG Group become Additional New DOG Notes Guarantors (among other things, by entering into a New DOG Notes Guarantee) as soon as reasonably practicable after any such entity becomes a member of the DOG Group.</p> <p><i>Guarantor Coverage Test</i></p>

¹ In the case of any entity incorporated in Ukraine, such New DOG Notes Guarantee will be granted pursuant to a Deed of Surety.

1. The DOG Parent, upon becoming a Material DOG Company (as defined below), shall become an Additional New DOG Notes Guarantor.
2. The DOG Parent shall procure that any Material DOG Company (including Wolford Holdings Limited), other than the DOG Parent, becomes an Additional New DOG Notes Guarantor; and
3. DOG shall procure that the stand-alone EBITDA of the New DOG Notes Issuer and the New DOG Notes Guarantors taken together equals or exceeds 75% of the consolidated EBITDA of the DOG Parent Group (excluding for these purposes any Excluded Subsidiaries (as defined below)), tested annually as of 31 December (from and including 31 December 2020) (each such date, a “**Test Date**”) by reference to the consolidated audited financial statements for the DOG Parent, which financial statements shall be required to be delivered to the New DOG Notes Trustee by no later than 150 days following the end of each financial year (i.e. 31 December) as set out in the “Information / Disclosure Obligations” below,

(1), (2) and (3) together, the “**Guarantor Coverage Test**”.

“**Material DOG Company**” means any member of the DOG Parent Group (other than any member of the DOG Group or any Excluded Subsidiary) that, on a stand-alone basis (and excluding intragroup operations and financial results of its subsidiaries), represents more than 10% of the total consolidated EBITDA of the DOG Parent Group (excluding the EBITDA of any Excluded Subsidiaries) as at any Test Date, provided however, that notwithstanding the foregoing, none of Exploitation, Overseas Trading, Geoexploring nor any “OpCo” (as such term is defined in Appendix 3) will be deemed to be an “Excluded Subsidiary”.

“**Excluded Subsidiary**” means any member of the DOG Parent Group (other than any member of the DOG Group) in which the DOG Parent, together with one or more of its Affiliates, owns, directly or indirectly, less than 75% of the share capital; *provided, however*, that any such member that, from time to time, holds any Licence (as defined below) or any other licence on the same (or substantially similar) terms as any Licence in respect of the same field(s) that is/are, or were at one time, the subject of such Licence shall be deemed not to be an Excluded Subsidiary.

Notwithstanding any other provision of this Restructuring Term Sheet the provisions of Appendix 3 shall apply and the steps and transactions set out therein shall not be restricted.

If, as at any Test Date, any Material DOG Company or any other member of the DOG Parent Group is required to become an Additional New DOG Notes Guarantor for the purposes of satisfying the

Guarantor Coverage Test, the DOG Parent shall enter into, or the DOG Parent shall procure that such entity enters into, a New DOG Notes Guarantee (and satisfies such other related requirements in respect of an accession of a New DOG Notes Guarantor as shall be set out in the trust deed for the New DOG Notes (the “**New DOG Notes Trust Deed**”) in each case, promptly, and in any event, by no later than 150 days following such Test Date (the “**Guarantee Deadline**”).

DOG shall deliver to the New DOG Notes Trustee a compliance certificate at the same time as the delivery of the DOG Parent’s audited financial statements certifying (a) its calculations of EBITDA (including on a consolidated and standalone basis), (b) the list of Material DOG Companies, and (c) its compliance with (i) the Guarantor Coverage Test as of the Guarantee Deadline, (ii) all other requirements set out herein with respect to the provision of guarantees, and (iii) the Consolidated Leverage Ratio set out below in respect of Additional New DOG Notes Guarantors.

Consolidated Leverage Ratio Test – New DOG Notes Guarantor Accession

The DOG Parent shall also procure that if it, any other Material DOG Company, or any other member of the DOG Parent Group is required to become an Additional New DOG Notes Guarantor at any time after the Restructuring Effective Date for the purposes of satisfying the requirements set out hereunder, as of the earlier of (i) the first date on which all such Additional New DOG Notes Guarantors have entered into a New DOG Notes Guarantee and (ii) the Guarantee Deadline applicable to such Additional New DOG Notes Guarantors (such earlier date, the “**Relevant Accession Date**”), the Consolidated Leverage Ratio, without double counting, of (x) the New DOG Notes Issuer *plus* (y) all New DOG Notes Guarantors (including any Additional New DOG Notes Guarantors as of or prior to the Relevant Accession Date) ((x) and (y) together, the “**DOG Restricted Group**”) shall not exceed 3:1. For these purposes “**Consolidated Leverage Ratio**” means, as at the Relevant Accession Date, the ratio of (i) the Total Debt of the DOG Restricted Group on the Relevant Accession Date to (ii) the Consolidated EBITDA of the DOG Restricted Group for the most recent financial year for which audited financial statements are available. The definitions of ‘Total Debt’ and ‘Consolidated EBITDA’ to be agreed.

Collateral

With effect on and from the Restructuring Effective Date, DOG shall, and shall procure that any other member of the DOG Group shall, pledge all of its/their rights in respect of receivables in the total aggregate amount of either (i) US\$75,877,600, if Kosul remains a member of the DOG Group as of the Restructuring Effective Date or (ii) US\$80,992,600, if Kosul has been transferred to DTEK Oil & Gas Development B.V. (“**Development B.V.**”) prior to the Restructuring Effective Date (the “**Current Development Receivables**”), owing to it or any member of the DOG Group by Development B.V., resulting

from the sale of assets by DOG (or any other member of the DOG Group) to Development B.V. (the “**Development Asset Sale**”) which completed prior to the Restructuring Effective Date.

In addition, DOG will, and will procure that any other member of the DOG Group will, grant security over all of its rights in respect of any receivables (the “**Future Development Receivables**”, together with the Current Development Receivables, the “**Development Receivables**”) that may be owed to it or any other member of the DOG Group by Development B.V. (or any Affiliate of Development B.V.) that result from any Development Asset Sale by DOG (or any other member of the DOG Group) to Development B.V. (or any Affiliate of Development B.V.) set out in paragraphs 2, 3, 4 and 5 of Appendix 3 of this Restructuring Term Sheet that completes at any time after the Restructuring Effective Date. No other Development Asset Sale shall be permitted.

In respect of any Future Development Receivables (excluding any Future Development Receivables in respect of Kosul), DOG shall procure that an independent valuation is undertaken in respect of the same by a DOG Independent Valuer, prepared in accordance with the Valuation Standards and provided to the New DOG Notes Trustee within 60 days of such Development Asset Sale and the amount of the Future Development Receivables shall be the amount adjudged to be *the fair market value in such independent valuation*. Promptly following the completion of any Development Asset Sale after the Restructuring Effective Date, the New DOG Notes Issuer shall publicly announce (i) that such sale has occurred, (ii) the consideration for such sale, and (iii) that an equivalent amount of Future Development Receivables will be secured in favour of the New DOG Notes Security Agent.

“**DOG Independent Valuer**” means any one of:

- (a) Wood Mackenzie;
- (b) Alvarez & Marsal;
- (c) Duff & Phelps;
- (d) Ernst & Young;
- (e) Deloitte;
- (f) KPMG
- (g) PricewaterhouseCoopers,

in each case, appointed pursuant to the terms of engagement agreed between the Noteholders’ Committee and DOG prior to the Restructuring Effective Date. Prior to the Restructuring Effective Date,

any DOG Independent Valuer will owe a duty of care to the Noteholders' Committee and following the Restructuring Effective Date, any DOG Independent Valuer will owe a duty of care to the New DOG Notes Trustee.

"Valuation Standards" means such standards as are agreed between the Noteholders' Committee and DOG prior to the Restructuring Effective Date and to be documented in the New DOG Notes Trust Deed.

Security Undertakings

The following terms will apply with respect to the Development Receivables:

- the Development Receivables to be fully documented pursuant to a written agreement governed by English law²;
- Development B.V. to confirm its consent to the pledge and to confirm the existence of the Development Receivables, the amount, due date, and that they are not subject to any right of set-off or counterclaim;
- no amendments, waivers, set-off, counterclaim, termination or other discharge under or of the Development Receivables without the consent of the holders of the New DOG Notes (the **"New DOG Noteholders"**);
- any proceeds in respect of the Development Receivables, including any interest payments received thereunder, to be paid into a trust account of the New DOG Notes Security Agent in favour of DOG and secured in favour of the New DOG Notes Security Agent and applied to redeem the New DOG Notes (the terms of which redemption will be agreed in the definitive documentation); and
- the form and governing law of the pledge and the related documentation of the Development Receivables to be satisfactory to the Noteholders' Committee in their sole discretion, and to be subject to customary legal opinion coverage to be delivered at closing.

Subordination

The DOG Parent shall procure that each of its Affiliates that is not a part of the DOG Restricted Group and which is owed any financial indebtedness by any member of the DOG Restricted Group shall

² The following commercial terms shall apply to the Current Development Receivables: (i) principal amount: as per the definition of Current Development Receivables, (ii) interest rate: 5.78%, (iii) maturity date: maturity date of the New DOG Notes, (iv) amortisation schedule: single bullet payment on maturity, (v) interest payment: all interest shall be payable at maturity, and (vi) mandatory prepayment / acceleration: acceleration only upon the acceleration of the New DOG Notes; *no mandatory prepayment*. The commercial terms set out in (iii) to (vi) above will also apply to any Future Development Receivables and the interest rate will be calculated by reference to applicable arm's length interest rates for loans and bonds with comparable maturities for corporate borrowers with comparable credit ratings.

execute a deed of subordination and agree that such amounts shall be subordinated to the amounts owing under the New DOG Notes, provided that, for the avoidance of doubt, payments in respect of ordinary course trade payables will be permitted in the absence of an Event of Default which is continuing and, provided further that, the DOG Receivables will be released, discharged and terminated on the Restructuring Effective Date as contemplated in the Restructuring Steps Plan.

Scheduled Mandatory Early Redemption

The New DOG Notes Issuer shall redeem the New DOG Notes at par on the following dates and in the following amounts:

1. 31 December 2023: a principal amount equal to \$50,000,000, plus accrued and unpaid interest;
2. 31 December 2024: a principal amount equal to \$50,000,000, plus accrued and unpaid interest;
3. 31 December 2025: a principal amount equal to \$50,000,000, plus accrued and unpaid interest; and
4. 31 December 2026: 100% of principal amount of the New DOG Notes then outstanding, plus accrued and unpaid interest.

Optional Redemption

The New DOG Notes Issuer may redeem an additional principal amount of up to \$50,000,000 of the New DOG Notes then outstanding on 31 December of any year, commencing on 31 December 2021. The New DOG Notes which are so redeemed shall be redeemed at par (together with accrued and unpaid interest, if any).

Additional amounts

Any payments with respect to the New DOG Notes and the New DOG Notes Guarantees will be made without withholding or deduction for any taxes or other governmental charges, except to the extent required by law. If withholding or deduction is required by law, the New DOG Notes Issuer and the New DOG Notes Guarantors will pay additional amounts so that the net amount received by holders of New DOG Notes is no less than they would have received in the absence of such withholding or deduction.

Change of Control

Upon the occurrence of a Change of Control at any time, any New DOG Noteholder will have the right to require the New DOG Notes Issuer to repurchase the New DOG Notes held by such New DOG Noteholder at a price equal to 101% of the principal amount thereof together with accrued and unpaid interest and certain other amounts, if any, to the date of repurchase.

“Change of Control” means:

- the Permitted Holders (taken together as a group) cease to own (directly or beneficially), or to have the power to vote or direct the voting of, Voting Stock representing more than 50% of the

voting power of the total outstanding Voting Stock of the DOG Parent;

- the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Covered Group taken as a whole to any Person (including any “person” or “group” (as such terms are used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act)) other than a Permitted Holder;
- DOG ceasing to own 100% of the entire issued share capital of the New DOG Notes Issuer.
- The DOG Parent ceasing to own 75% of the entire issued share capital of DOG.
- DTEK B.V. ceasing to own 75% of the entire issued share capital of the DOG Parent.

Each of “**Permitted Holder**”, “**Person**” and “**Voting Stock**”, and any related definition, has the meaning given to it in the Indenture.

NGD / DTEK Oil & Gas LLC The DOG Parent shall procure that:

1. all arrangements by and between NGD, DTEK Oil & Gas LLC and D.Trading shall be on arm’s-length terms, provided that,
 - a. as promptly as practicable but no later than 3 months after the Restructuring Effective Date, no DTEK entity, including, but not limited to, DTEK Oil&Gas LLC, will be engaged in gas trading arrangements as an intermediary between NGD and D.Trading;
 - b. by 1 January 2022 all gas hedging arrangements between NGD and DTEK Oil&Gas LLC shall cease; and
 - c. all fees payable by NGD under the services contracts between DTEK Oil&Gas LLC and NGD shall not exceed an annual cap (in an amount to be agreed); and
2. Mr. Schurov shall be transferred from DTEK Oil&Gas LLC to the DOG Parent.

DOG Restricted Group Covenants

The terms and conditions relating to the New DOG Notes are to be negotiated in good faith and to the satisfaction of DOG and the Noteholders’ Committee and, among other things, will restrict the ability of the DOG Restricted Group to take certain actions, which may include:

- grant liens or engaging in layering;

- incur additional indebtedness;
- make investments or other restricted payments;
- engage in transactions with Affiliates;
- dispose of assets;
- pay dividends or make other distributions or purchase or redeem issued share capital;
- enter into agreements that restrict the ability of it or of any of its subsidiaries to pay dividends or make other distributions ;
- consolidate, merge or transfer assets or subsidiaries;
- issue or sell shares;
- grant guarantees;
- impairment of security;
- maintenance of licences and authorisations;
- restrictions on hedging;
- incorporation of subsidiaries, or acquisition of shares;
- designate unrestricted subsidiaries; and
- scope of business,

in each case above, subject to thresholds, qualifications and carve-outs to be agreed, including, where applicable, those customary for emerging markets issuers in the oil and gas industry.

In addition, the DOG Restricted Group will be subject to a number of affirmative covenants to be negotiated in good faith and to the satisfaction of DOG and the Noteholders' Committee, which may include:

- maintenance of authorisations;
- maintenance of property;
- payment of taxes etc.
- ranking;
- maintenance of insurance;
- maintenance of listing and rating;
- environmental compliance; and
- change of business,

in each case above, subject to thresholds, qualifications and carve-outs to be agreed, including, where applicable, those customary for emerging markets issuers in the oil and gas industry and acceptable to the Noteholders' Committee.

Covered Group

The DOG Parent and each of its subsidiaries from time to time, other than any Excluded Subsidiary (each such subsidiary, a "**Covered Subsidiary**").

Additional limitations on the Covered Group

The DOG Parent shall procure that:

- no share capital of any Covered Subsidiary shall be sold or otherwise transferred to any person, except to the extent that such Covered Subsidiary does not cease to be a Covered Subsidiary immediately following such sale or transfer;
- no Covered Subsidiary shall be merged, de-merged, consolidated, spun-off, or amalgamated into any other person, except to the extent that the entity formed by or resulting from such merger, de-merger, consolidation, spin-off, or amalgamation is a Covered Subsidiary immediately following such merger, de-merger, consolidation, spin-off or amalgamation;
- no member of the Covered Group shall, in one or a series of related transactions, sell or otherwise transfer all or substantially all of its assets, except to another member of the Covered Group, it being understood that for purposes hereof, the term "all or substantially all" will be interpreted in accordance with New York law;
- no member of the Covered Group shall engage in transactions with Affiliates (unless on arms' length terms);
- no Licence shall be sold, assigned or otherwise transferred, except to a member of the Covered Group; and
- none of the current or future business activities of any member of the Covered Group that are permitted under a Licence shall be transferred except to another member of the Covered Group.

"**Licence**" means each licence detailed in Schedule 6 of the Lock-up Agreement, and, in each case, (a) any amendment, modification, variation, restatement, renewal, extension, supplement, replacement or substitution of any such licence and (b) any licences (or similar arrangements) which are entered into (or obtained) by any member of the DOG Parent Group after the Restructuring Effective Date which are ancillary, derivative or supplemental to, or required to be entered into pursuant to, a licence held by any member of the DOG Parent Group in respect of any field as at the Restructuring Effective Date.

Information / Disclosure Obligations

DOG shall be subject to customary disclosure and information obligations, including, but not limited to, the following:

- publication of consolidated audited financial statements for the DOG Group within 150 days after the end of each financial year;
- publication of semi-annual consolidated unaudited financial statements for the DOG Group within 90 days after the end of the second quarter of each financial year;
- publication of compliance certificates with each of the financial statements;
- scheduling of semi-annual and annual management disclosure call; and
- publication of semi-annual and annual operational updates.

Each of the financial statements published above shall be accompanied by a report of the relevant auditors (by any Big 4 Firm or any other acceptable auditors to be pre-agreed).

In addition, DOG shall publish or procure the publication of consolidated audited financial statements of each of (i) the DOG Parent and (ii) Development B.V. within 150 days after the end of each financial year.

The New DOG Notes Issuer shall also ensure that all information required under applicable listing rules are complied with at all times.

Contemporaneously with the above, DOG shall notify a regulatory news service confirming the publication of such information.

Events of Default

The terms and conditions relating to the New DOG Notes are to be negotiated in good faith and to the satisfaction of DOG and the Noteholders' Committee and may include the following events of default:

non-payment;

breach of certain limitation on liens and mergers;

breach of other obligations;

cross-default and cross-acceleration;

enforcement proceedings;

enforcement of security;

judgement default;

insolvency;

winding-up and analogous insolvency proceedings;

nationalisation;

authorisation and consents;

illegality;

security or guarantees ceasing to be in full force and effect;

actions undermining guarantees and repudiation; and

certain analogous events.

in each case above, subject to thresholds, qualifications, carve-outs and/or grace periods to be agreed.

Voting and Extraordinary Resolution

Customary voting and meeting procedures for English law-governed bonds to apply, save in respect of core “money” terms as detailed below. The quorum in respect of Extraordinary Resolutions shall be 66 2/3%, save that at any adjourned meeting the quorum shall be 25%. Any Extraordinary Resolution shall require the approval of at least 66 2/3% of holders present and voting at the meeting. The quorum and approval thresholds in respect of directions given by holders to accelerate the New DOG Notes or enforce any security will be set at 25%. In addition, any amendment of core “money” terms will require the affirmative vote of holders representing at least 90% of the total principal amount of the New DOG Notes.

The New DOG Noteholders shall be entitled to require the removal and replacement of the New DOG Notes Trustee (with the identity of the replacement New DOG Notes Trustee at the election of the New DOG Noteholders) pursuant to an Extraordinary Resolution.

Customary disenfranchisement provisions shall apply in respect of New DOG Notes held or on behalf of DTEK B.V. or any of its shareholders or Affiliates.

Listing

The New DOG Notes Issuer shall use reasonable best efforts to obtain a listing for the New DOG Notes on the Global Exchange Market (the “GEM”) of the Irish Stock Exchange plc, trading as Euronext Dublin (“ISE”) prior to the first interest payment date in respect of the New DOG Notes and shall use reasonable best efforts to maintain the same for so long as any of the New DOG Notes are outstanding. Customary tax gross up provisions will be included in the New DOG Notes Trust Deed in case such listing has not been achieved by the first interest payment date.

Rating	On and with effect from six months following the Restructuring Effective Date, the New DOG Notes Issuer shall obtain and maintain ratings in respect of the New DOG Notes from at least one of S&P, Fitch or Moody's.
Transfer restrictions	The New DOG Notes will not be registered under the US Securities Act and thus are subject to restrictions on transferability and resale and with similar trading characteristics as the Existing Notes (including Reg S and Rule 144A).
New DOG Notes Trustee	GLAS Trustees Limited.
Registrar and Transfer Agent	GLAS USA LLC.
Paying Agent	GLAS Trust Company LLC.
Security Agent	GLAS Trust Corporation Limited.
Governing Law	English law

3. KEY TERMS FOR THE NEW DEBV NOTES:

DEBV Group	DEBV Parent and its direct and indirect subsidiaries.
New DEBV Notes:	<p>The Existing Notes and the Existing Loans to be cancelled (and all rights and obligations of the parties thereunder shall be terminated) and replaced by one or more senior secured notes, issued by DTEK Finance Plc (the “New DEBV Notes Issuer”) in the aggregate principal amount equal to the sum of:</p> <ul style="list-style-type: none">(a) the total principal amount outstanding under the Existing Notes; <i>plus</i>(b) the total principal amount outstanding under the Existing Loans; <i>plus</i>(c)<ul style="list-style-type: none">(i) subject to (ii) and (iii) below, the amount of all accrued and unpaid interest under the Existing Notes and the Existing Loans (excluding any default interest and penalties (if any) (which will be deemed to be discharged and released on the Restructuring Effective Date)) as of the Restructuring Effective Date;(ii) during the period commencing on 1 February 2021 and ending on 30 April 2021, interest under the Existing Notes and under the Existing Loans shall be deemed to accrue at 5.0% p.a. (1.5% of which will be payable in cash on the date specified herein (the “1.5% Cash Interest”)); and(iii) during the period commencing on 1 May 2021 and ending on the Restructuring Effective Date, the interest rate under the Existing Notes and Existing Loans shall revert to the applicable contractual rate, provided that, if each of the Interest Variation Extension Conditions is satisfied, the interest rate under the Existing Notes and Existing Loans in such period shall be as set out in paragraph (ii) above; <i>less</i>(d) the amount of the 1.5% Cash Interest; <i>less</i>(e) the total principal amount outstanding under the New DOG Notes as of the Restructuring Effective Date, <p>with a final maturity on the New DEBV Notes Final Maturity Date (the “New DEBV Notes”).</p>

Minimum denomination of the New DEBV Notes to be US\$2,000 and integral multiples of US\$1.

**New DEBV Notes
Amortisation:**

On and from the interest payment date that falls on 30 June 2022, in each calendar year the New DEBV Notes Issuer shall redeem at par, pro rata an aggregate principal amount of the New DEBV Notes equal to \$20,000,000 in two equal semi-annual payments falling on 30 June and 31 December of each year, provided that on the New DEBV Notes Final Maturity Date the DEBV Parent shall redeem pro rata the New DEBV Notes in full.

Interest Payment Dates

Interest, whether cash or PIK, shall be paid quarterly on 31 March, 30 June, 30 September and 31 December each year, provided that the first interest payment date shall fall on 31 July 2021.

New DEBV Notes Coupon:

The interest rate and form of payment for the New DEBV Notes shall be as follows:

From the Restructuring Effective Date through and including 31 December 2021:

(a) 1.5% p.a. shall be paid in cash; and

(b) 3.5% p.a. shall be paid in PIK or, at the election of the New DEBV Notes Issuer, in cash or in some combination of cash and/or PIK (the “3.5% Interest”).

The 1.5% Cash Interest shall also be payable in full in cash on the first interest payment date under the New DEBV Notes.

On and after 1 January 2022 until the New DEBV Notes Final Maturity Date:

7.0% p.a. shall be paid in cash, provided that the New DEBV Notes Issuer shall have the option to elect to partially PIK the interest for the next ensuing interest period subject to the following conditions:

- (a) at least 3.5% p.a. shall be payable in cash in each quarter;
- (b) such option may only be exercised by the New DEBV Notes Issuer with respect to four interest periods during the term of the New DEBV Notes;
- (c) the New DEBV Notes Issuer may not exercise the option in consecutive quarters; and
- (d) a Qualified Resolution has approved the use of such option in advance,

(such option exercisable on and after 1 January 2022 until the New DEBV Notes Final Maturity Date, the “**Partial PIK Option**”).

For any quarter in respect of which the New DEBV Notes Issuer has exercised the Partial PIK Option, the interest rate of the New DEBV Notes shall increase by 0.5% to 7.5% p.a. for the duration of that quarter only.

Any interest that has been paid as PIK pursuant to the Partial PIK Option:

- (a) will compound on a quarterly basis; and
- (b) shall be repaid by the New DEBV Notes Issuer at par (plus all accrued and unpaid interest thereon) at the first possible opportunity from Available Excess Cash and in priority to any Note Purchases.

The New DEBV Notes Issuer must notify the Indenture Trustee in writing by no later than **20** Business Days prior to the commencement of the relevant quarter if it intends (i) prior to 31 December 2021, to pay any amount of the 3.5% Interest in cash and, if so, the quantum it intends to pay as cash and PIK or (ii) on or after 1 January 2022, to exercise the Partial PIK Option, in each case, for such quarter and the quantum it intends to pay as PIK.

Note Purchases

Subject to the provisions relating to repayment of PIK interest in the section titled “**New DEBV Notes Coupon**” above, the DEBV Group shall use all Available Excess Cash as of the end of each semi-annual period to make a tender offer for the New DEBV Notes, provided that, if the Available Excess Cash for any semi-annual period does not exceed US\$1 million, there shall be no requirement to conduct a tender offer for such period, but instead the amount of such Available Excess Cash shall be carried forward and used for the tender offer for the next semi-annual period (to the extent such amount plus the Available Excess Cash for the next semi-annual period exceeds US\$1 million) and shall not be used to redeem the New DEBV Notes at par (see ‘Mandatory Redemption’ below). Pricing for such offer shall be determined by way of a public reverse Dutch auction, with the DEBV Group being under no obligation to pay the same purchase price for all New DEBV Notes tendered and accepted for purchase. The DEBV Group may set a cap on the price at which New DEBV Notes will be accepted in a tender offer, which cap shall not be less than par. The tender offer shall be structured in accordance with applicable securities laws. The DEBV Group shall publicly announce the launch and the results of each tender offer and shall, promptly following the completion of any tender offer, deliver to the Indenture Trustee and make available on the DEBV Group website details of all bids received and the price at which all New DEBV Notes were purchased in such tender offer.

Any Affiliates of the New DEBV Notes Issuer or controlling shareholder that hold any New DEBV Notes shall be excluded from participating in any such Note Purchase.

All New DEBV Notes purchased under this provision shall be delivered to the Indenture Trustee for cancellation and shall be cancelled by the Indenture Trustee not later than 20 Business Days after the date of the repurchase.

Mandatory Redemption

The DEBV Group shall use any amounts of Available Excess Cash that remain following completion of each reverse Dutch auction process (as set out above at "Note Purchases") to redeem the New DEBV Notes pro rata at par plus accrued and unpaid interest, except as provided under "Note Purchases" above. All New DEBV Notes so redeemed shall be delivered to the Indenture Trustee for cancellation and shall be cancelled by the Indenture Trustee not later than 20 Business Days after the date of the redemption.

Dividends

All dividends payable outside of the DEBV Group to be prohibited until the New DEBV Notes are redeemed in full.

**Covenant Package /
Undertakings**

CAPEX undertaking

The DEBV Group shall not incur any Capital Expenditure other than Permitted Capital Expenditure.

Future Business undertaking

The DEBV Parent shall procure that the following business activities shall not be undertaken by DTEK B.V. or any of its subsidiaries unless such business activities are undertaken by a member of the DEBV Group, except to the extent prohibited by applicable law or regulation:

- (a) all existing business activities carried on by the DEBV Group as of the Restructuring Effective Date;
- (b) all existing and future business activities that utilize the asset base of the DEBV Group existing as of the Restructuring Effective Date, including its grid connections;
- (c) all business activities that utilize the existing and future real estate of the DEBV Group;
- (d) all other future business activities of the DEBV Group that utilise the existing or future assets of the DEBV Group, including (without limitation) those relating to:
 - a. energy storage;
 - b. ancillary services;

- c. data storage and related systems operations;
- d. hydrogen;
- e. balancing services;
- f. new generation capacity (including, but not limited to, gas peaker plants and small modular reactors); and
- g. carbon capture and storage,

(the “**Future Business Lines**”).

Covenants

The New DEBV Notes covenant package shall consist of the covenant package under the Indenture, as modified by the following additional restrictions, among others, subject to carve outs to be agreed:

- (a) **Additional Asset Sale Limitations.** Additional requirements that (i) 90% of the consideration in respect of any Asset Sale must be in cash (for the avoidance of doubt, debt forgiveness or set-off is not to be considered “cash” for the purposes of this covenant); (ii) with respect to any Asset Sale involving assets being sold for (a) aggregate consideration of US\$2m or more, Qualified Resolution; (b) aggregate consideration of US\$5m or more, valuation to be determined by a DEBV Independent Valuer (as set out in the section below); and (c) aggregate consideration of US\$25m or more, prior approval of a simple majority of noteholders required; (iii) reinvestment right to be limited to true replacement assets of a like-kind or other property or assets that will be used in the business of the DEBV Group (taking into account the run-off nature of the DEBV Group); (iv) limited 120-day reinvestment period; (v) definition of “Asset Sale” to be amended to (a) delete the exclusion of transactions with an aggregate fair market value of less than \$5m, and replace it with an annual basket for disposals and payments, which shall include all amounts under paragraph (e)(i) below, not to exceed US\$17.5m annually (of which a maximum of US\$5m can be used for disposals) in aggregate in respect of applicable social initiatives (provided that no payments to Affiliates shall be permitted within such US\$17.5m basket); (b) to capture a transaction or series of related or similar transactions; and (c) to clarify that related transactions shall not be deemed to be unrelated solely as a result of the passage of time. Asset Sale proceeds to be reinvested within the 120-day reinvestment period, used to purchase New DEBV Notes (in the manner set out above at “Note Purchases”), or redeem New DEBV Notes at par.

Proceeds of an Asset Sale are not in any event to be used to repay pari debt.

- (b) Additional Affiliate Transaction Limitations. Additional limitations to include, Qualified Resolution (US\$2m or more), fairness opinion from a DEBV Independent Valuer (US\$5 million or more), and prior approval of a simple majority of *noteholders required if aggregate consideration is equal to or greater than US\$25m in a single/related transaction (for the avoidance of doubt, transactions shall not be deemed to be unrelated solely as a result of the passage of time);* removal of cross-carve-out with respect to Restricted Payments and Permitted Investments. The definition of "Affiliate," when used in connection with the New DEBV Notes Issuer, the DEBV Parent or any Restricted Subsidiary, to include the shareholder's family members and relatives, any current member of senior management of DTEK B.V. or any subsidiary of DTEK B.V. or any person that was a member of senior management of DTEK B.V. or any subsidiary of DTEK B.V. within the 3 years prior to the relevant date of determination.
- (c) Additional Limitations on Indebtedness. (i) general Indebtedness basket of US\$30m for current business activities; (ii) a US\$100m Indebtedness basket for the development of Future Business Lines (provided that, for the avoidance of doubt, the incurrence of Indebtedness thereunder shall be subject to approval by a Qualified Resolution); (iii) Hedging Obligations basket of US\$20m (provided that, for the avoidance of doubt, any hedging arrangements with D.Trading shall be subject to approval by a Qualified Resolution in the manner described under "Governance / Monitoring" below); (iv) an additional Hedging Obligations basket of US\$20m subject to (a) the occurrence of ENTSO-E synchronisation; and (b) the approval by a Qualified Resolution; (v) Indebtedness with a maturity of less than one year not to exceed (a) US\$50m in the aggregate where after incurrence of such Indebtedness, the Consolidated Leverage Ratio would be no greater than 1.5, or (b) US\$100m in the aggregate where after incurrence of such Indebtedness, the Consolidated Leverage Ratio would be no greater than 1.0; (vi) a Permitted Refinancing Indebtedness basket, and (vii) a basket in an aggregate amount equal to the total amount of principal and accrued interest outstanding under the Oschadbank Facility once such indebtedness has repaid or prepaid in full.
- (d) Restrictions on Further Equity Issuances. In furtherance of the pledge of all of the equity in the DEBV Parent, there shall be a prohibition on the issuance of any additional equity of any type by it, whether common, preferred or otherwise, whether to Affiliates or to third parties. There shall also be a

prohibition on any further issuance of equity by any subsidiary of the DEBV Parent, whether common, preferred or otherwise, whether to Affiliates (other than to any member of the DEBV Group) or to third parties. Any changes to the capital structure of the DEBV Parent will require the consent of the majority noteholders.

- (e) No Restricted Payments. Generally, no restricted payments or dividends shall be made to equityholders until the New DEBV Notes are paid in full, provided that there shall be no restrictions on payments of dividends to any member of the DEBV Group or as may be required by Ukrainian law. Additional limitations to the definition of Permitted Investments including (i) the replacement of the US\$4m monthly basket with the US\$17.5m annual aggregate basket that is described in paragraph (a)(v)(a) above regarding Additional Asset Sale Limitations, and (ii) an absolute restriction on the purchase or repurchase of New DEBV Notes by any member of the DEBV Group save in accordance with the above sections titled “Note Purchases” and/or “Mandatory Redemption”.
- (f) Valuation. “Fair Market Value” with respect to any property, asset or investment in excess of US\$5 million under the New DEBV Notes Indenture shall be determined by an independent appraiser from a DEBV Independent Valuer in accordance with the Valuation Standards. Such independent appraiser and/or its affiliates shall not otherwise have any conflicts of interest in respect of the New DEBV Notes Issuer or any of its Affiliates.
- (g) No Acquisitions Absent Majority Noteholders’ Consent. The DEBV Parent shall not, and shall not permit any of its subsidiaries to, directly or indirectly, acquire (i) a controlling interest over the equity in any Person or (ii) all or substantially all of the assets of any Person, or any line of business, unit or division thereof, absent a Qualified Resolution (US\$2 million or more), a fairness opinion from a DEBV Independent Valuer (US\$5 million or more) and prior approval of a simple majority of noteholders (US\$25m or more).
- (h) Other. Elimination of certain New DEBV Notes Issuer flexibility with respect to covenants, including without limitation the ability to reclassify covenant basket usage, certain cross-carve-outs (e.g., restricted payments and permitted investments cross-carve-outs in the affiliate transactions and asset disposition covenants), the scheduling of all items being grandfathered into the New DEBV Notes Indenture (e.g., existing liens, debts and investments), and tightening of certain thresholds under various general usage

and other baskets to be discussed, in each case above, subject to thresholds, qualifiers and carve-outs to be agreed.

Events of Default / Remedies *Events of Default*

- (a) Reduced Thresholds for Certain Events of Defaults. Event of Default triggers for cross-default to be reduced to US\$10m and for judgments to be reduced to \$25m, with a carve out for any judgement(s) which exist or may result from events and circumstances existing as at the Restructuring Effective Date (subject to an aggregate cap of UAH1.25bn) and any restructured judgments, and to include voluntary and any wind-down or insolvency proceeding for any significant subsidiary.
- (b) Additional Events of Default. Additional Events of Default may include, among others, (i) government seizure of material assets, (ii) failure to deliver any Compliance Certificate or any inaccuracy in any Compliance Certificate in any material respect, and (iii) violation of any applicable sanctions.

Governance / Monitoring *Independent Supervisory Board Member*

The Noteholders' Committee and Lenders' Committee shall propose to DEBV Parent at least two eligible candidates for the position of Independent Member on or prior to 31 March 2021 and will propose a third eligible candidate by not later than the Restructuring Effective Date. The DEBV Parent shall procure that the Independent Member is appointed to the Supervisory Board on or before the Restructuring Effective Date. The DEBV Parent shall procure that directors' & officers' insurance cover is obtained for the Independent Member with the same coverage as that obtained for all other members of the Supervisory Board and shall indemnify the Independent Member in respect of all third party claims (except for claims or losses resulting from the Independent Member's fraud or gross negligence, and on such other terms as shall be agreed in good faith).

Each of the following reserved matters shall be referred to the Supervisory Board in advance and will be subject to a Qualified Resolution:

- (a) any Asset Sale or series of Asset Sales or asset purchases by any member of the DEBV Group, in each case, with aggregate consideration of US\$2m or more;
- (b) any Affiliate Transaction by any member of the DEBV Group with aggregate consideration of US\$2m or more;
- (c) any amendments to the contractual and commercial arrangements between the D.Trading Group and the DEBV Parent, provided that technical and non-commercial

amendments to the arrangements may be approved without reference to the Independent Member;

- (d) any Consent Capital Expenditure; and
- (e) any increase in the contingent liability under the guarantee provided by the DEBV Parent as part of the Sberbank Restructuring or any amendment to the underlying facility to which the guarantee relates and which adversely affects DEBV Parent's interests under the guarantee which the DEBV Parent has any consent right over,

in each case above, subject to thresholds, qualifications and carve-outs to be agreed and, for the avoidance of doubt, excluding transactions between members of the DEBV Group (the “**Independent Member Reserved Matters**”).

The Articles of Association of the DEBV Parent will be amended to provide for the appointment of the Independent Member and the mechanism required to give effect to the Independent Member Reserved Matters and the Independent Member's related veto rights (by way of a Qualified Resolution), including that the Supervisory Board shall not be able to decide on any Independent Member Reserved Matter without the Independent Member being present at any meeting of the Supervisory Board or signing any related written resolutions or voting ballot or voting through the Supervisory Board portal.

The Supervisory Board shall meet at least quarterly and the quorum for any meeting of the Supervisory Board shall be contingent upon the participation of the Independent Member, provided that, if any meeting of the Supervisory Board at which no Independent Member Reserved Matter is discussed is inquorate as a result of the absence of the Independent Member (i) if, at such time, there is no Independent Member as a result of his/her death or incapacitation, such meeting shall be deemed to be quorate and may proceed, and (ii) in any other circumstances, a second meeting may be called by not less than 3 business days' notice and the quorum for any such second meeting (at which no Independent Member Reserved Matter is discussed) shall not be contingent upon the participation of the Independent Member. If the Independent Member is absent from (i) three (3) consecutive scheduled and properly notified meetings of the Supervisory Board, or (ii) two (2) consecutive scheduled and properly notified meetings of the Supervisory Board that are at least 10 business days apart, or (iii) upon the death, incapacitation or resignation of the Independent Member, the DEBV Parent may (and shall in respect of the death, incapacitation or resignation of the Independent Member) (i) replace such Independent Member with any other candidate proposed by the Existing Noteholders and the Bank Lenders prior to the Restructuring

Effective Date or (ii) if no such candidate is available, pursuant to the following process:

- (a) GLAS Specialist Services Limited will be appointed by the New DEBV Notes Issuer or the DEBV Parent as tabulation agent (the “**Tabulation Agent**”) to run an Independent Member replacement voting process;
- (b) the Tabulation Agent shall send out a notice to Noteholders soliciting nominations for a replacement Independent Member;
- (c) Noteholders holding at least 2% of the principal amount of the New DEBV Notes will have 10 Business Days from receipt of the notice from the Tabulation Agent to propose replacement candidates (direct to Tabulation Agent, not through clearing systems);
- (d) if at the end of such period only one eligible candidate is nominated, such person shall be appointed to the Supervisory Board by the DEBV Parent within 5 Business Days.
- (e) if the Tabulation Agent receives multiple candidate nominations, it shall arrange a corporate action whereby votes are solicited through the clearing system;
- (f) the voting process will remain open for 10 Business Days from the date of the corporate action;
- (g) the two proposed eligible replacement candidates who receive the highest number of votes shall be communicated by the Tabulation Agent to the Issuer and DEBV Parent and the DEBV Parent shall appoint one of such candidates to the Supervisory Board within 5 Business Days; and
- (h) if no eligible candidate is found at the end of the process above, the process shall be repeated until an eligible candidate is found and appointed to the Supervisory Board.

The DEBV Parent will cover all costs incurred in connection with the replacement process. The Independent Member shall be entitled to participate in board meetings remotely (and shall be considered present for the purpose of establishing a quorum at any board meeting which he/she participates in remotely).

In relation to the replacement of the Independent Member where such replacement is not brought about by the death or incapacitation of the outgoing Independent Member, a replacement Independent Member shall have been selected and appointed by the processes outlined above prior to the outgoing Independent Member leaving the Supervisory Board. In relation to the replacement of the Independent Member

where such replacement is brought about by the death or incapacitation of the outgoing Independent Member, no action in relation to an Independent Member Reserved Matter shall be taken prior to a replacement Independent Member being appointed to the Supervisory Board.

It will be an Event of Default under the New DEBV Notes Indenture if any member of the DEBV Group takes any action in relation to an Independent Member Reserved Matter without the approval of a Qualified Resolution, subject to a grace period not to exceed 30 days, applicable only in cases where the violation was in good faith and capable of remedy.

Compliance certificates

A representative of the DEBV Parent shall provide a compliance certificate to the Indenture Trustee, to be furnished quarterly, in a form to be attached to the New DEBV Notes Indenture, as to compliance with all covenants under the New DEBV Notes Indenture and compliance with its obligation to submit all Independent Member Reserved Matters for approval by the Supervisory Board (and passing any approvals relating to an Independent Member Reserved Matter by way of Qualified Resolution), and containing representations that all information considered by the DEBV Group to be relevant (and provided to any member of the management board) relating to each such Independent Member Reserved Matter taken or proposed to be taken by the DEBV Parent or any of its subsidiaries, and any information that shall have been requested by the Independent Supervisory Board Member in connection therewith, have been provided by the DEBV Parent to such Independent Supervisory Board Member.

Failure to deliver any such Compliance Certificate, or any material inaccuracy in any such Compliance Certificate, shall constitute an Event of Default under the New DEBV Notes Indenture.

Existing Security

Existing security currently granted to all Existing Noteholders and Bank Lenders to be released and extinguished as contemplated in the Restructuring Steps Plan.

Bank Lenders' and Existing Noteholders' existing guarantees/suretyships

Existing guarantees and sureties currently granted for the benefit of the Bank Lenders and Existing Noteholders will be terminated and new guarantees and sureties will be executed.

New DEBV Notes Guarantees³

The New DEBV Notes will be guaranteed (each, a “**New DEBV Notes Guarantee**”) on a senior basis and jointly and severally by:

³ NTD: Suretyships will be provided by Ukrainian entities.

1. the entities identified in Appendix 4(A) hereto; and
2. the entities identified in Appendix 4(B) within 60 days of the Restructuring Effective Date (the “**Additional New DEBV Notes Guarantors**”),

together, the “**New DEBV Notes Guarantors**”, provided that none of the entities identified in Appendix 4(C), (which entities have begun an official liquidation procedure in their jurisdiction of incorporation as of the Restructuring Effective Date and/or are expected to commence an official liquidation procedure and/or are insolvent (each a “**Liquidation Party**”), shall be required to become a Guarantor, unless any such liquidation procedure with respect to a Liquidation Party is terminated, cancelled or refused, in which case the DEBV Parent shall procure that such Liquidation Party accedes as a Guarantor as soon as reasonably practicable thereafter.

Subject to the satisfaction of terms and conditions to be agreed, the DEBV Parent may procure the liquidation of certain Subsidiaries (to be agreed) after the Restructuring Effective Date.

**Additional New DEBV Notes
Guarantors and Guarantor
Coverage Requirements**

The DEBV Parent shall procure that any entity which becomes a member of the DEBV Group following the Restructuring Effective Date shall accede as an Additional New DEBV Notes Guarantor as soon as reasonably practicable after it becomes a member of the DEBV Group.

New DEBV Notes security

Security package and protections set out below to be provided solely for the benefit of the New DEBV Noteholders :

- (a) DTEK B.V. shall transfer to a wholly-owned, newly incorporated in the Netherlands, special purpose vehicle (“**Holdco**”) 100% of the entire issued share capital of the DEBV Parent. The draft articles of association of Holdco shall be provided to the Noteholders’ Committee’s Counsel and the Bank Lenders for review and comment and the final version of the articles of association shall incorporate any reasonable comments provided thereby;
- (b) the corporate object clause in the articles of association of Holdco shall be limited to the restricted activities of Holdco;
- (c) Holdco shall become a guarantor of the New DEBV Notes;
- (d) Holdco shall grant a security pledge under Dutch law over its 100% shareholding of the DEBV Parent in favour of the Indenture Trustee (to hold on trust for the Secured Parties).

**Holdco
Undertakings/Covenants**

Holdco shall be limited in its activities by standard holding company covenants and undertakings (subject to certain carve-outs relating to de

minimis administrative matters), and in particular will undertake not to:

- (a) dispose of and/or grant any pledge over Holdco's shareholding in the DEBV Parent;
- (b) incur any Indebtedness under one or more loans for general corporate purposes, except for subordinated Indebtedness in an aggregate amount not exceeding US\$200,000.00 per annum (or the equivalent in other currencies);
- (c) dilute or change in any way the existing share capital of the DEBV Parent; or
- (d) enter into any business activity or contract other than as envisaged by this Restructuring Term Sheet.

Listing	The New DEBV Notes Issuer shall use reasonable best efforts to obtain a listing for the New DEBV Notes on the Global Exchange Market (the "GEM") of the Irish Stock Exchange plc, trading as Euronext Dublin ("ISE") prior to the first interest payment date in respect of the New DEBV Notes and shall use reasonable best efforts to maintain the same for so long as any of the New DEBV Notes are outstanding. Customary tax gross up provisions will be included in the Indenture in case such listing has not been achieved by the first interest payment date.
Rating	On and with effect from six months following the Restructuring Effective Date, the New DEBV Notes Issuer shall obtain and maintain ratings in respect of the New DEBV Notes from at least one of S&P, Fitch or Moody's.
Indenture Trustee and Paying Agent	GLAS Trust Company LLC
Registrar and Transfer Agent	GLAS USA LLC
Governing Law	New DEBV Notes Indenture to be governed by New York law.
Jurisdiction	The provisions of the Existing Notes Indenture are to be replicated.
Excluded Bank Facilities	Oschadbank Facilities to be maintained outside the scope of the Restructuring.
Amendments to the New DEBV Notes Documents	The Schemes shall provide that the Noteholders' Committee and Lenders' Committee are authorized (but without any liability attaching to the Noteholders' Committee, the Lenders' Committee or any of the individual members of either) to take such decisions, actions or steps

as are necessary as a result of the DEBV Group's negotiations with the Other Lenders to amend the New DEBV Notes Documents as follows:

- (a) If the effect of the DEBV Group's negotiations with the Other Lenders, in the reasonable opinion of members of the Noteholders' Committee and the Lenders' Committee holding in excess of 75% by value of the aggregate New DEBV Notes held by the Noteholders' Committee and Lenders' Committee, does not improve the position of the Other Lenders to the detriment of the New DEBV Noteholders under the Restructuring and is not inconsistent with this Restructuring Term Sheet, but requires minor amendments to be made to the New DEBV Notes Documents, the New DEBV Notes shall be amended accordingly notwithstanding that the Schemes may have been sanctioned by the Court at such time.
- (b) If the effect of the DEBV Group's negotiations with the Other Lenders, in the reasonable opinion of members of the Noteholders' Committee and the Lenders' Committee holding in excess of 75% by value of the aggregate New DEBV Notes held by the Noteholders' Committee and the Lenders' Committee, does materially improve the position of the Other Lenders to the material detriment of the New DEBV Noteholders or is inconsistent with this Restructuring Term Sheet, the Noteholders' Committee and the Lenders' Committee may in their sole discretion require that the DEBV Group seeks the approval of the New DEBV Noteholders pursuant to a consent solicitation process in order to effect any requisite amendment of the New DEBV Notes Documents. The Schemes shall contain all necessary provisions to ensure that the consents required under such consent solicitation are holders of the New DEBV Notes holding 75% or more in principal amount of the New DEBV Notes.

For the purpose of (a) and (b) above, the parties acknowledge and agree that any restructuring of the Other Lenders on term substantially similar to those set out in Appendix 2 shall not improve the position of the Other Lenders to the detriment of the New DEBV Noteholders under the Restructuring, will not be inconsistent with this Restructuring Term Sheet, and will not require there to be made, or entitle any party to make any amendments to the New DEBV Notes Documents.

Changes to composition of Noteholders' Committee

Subject to the terms hereof, no member of the Noteholders' Committee may resign as a member of the Noteholders' Committee at any time prior to the Long Stop Date.

The customary deed of release to be provided in the Schemes will be in a form agreed by the Noteholders' Committee and their advisors and will, in addition to covering the period up to the Restructuring Effective Date, cover any claims against any member of the

Noteholders' Committee arising in respect of amendments made in accordance with (a) in the preceding section.

The DEBV Parent shall provide an indemnity to cover any liabilities of the Noteholders' Committee as a result of the continuing role of the Noteholders' Committee in the period between the Restructuring Effective Date and the date on which the restructuring of the Other Lenders is implemented.

The commitment hereunder of the members of the Noteholders' Committee to remain as members until the Long Stop Date is contingent on the above referenced deed of release becoming effective and the above-referenced indemnity being provided.

**Continuation of
Noteholders' Committee**

The Noteholders' Committee shall receive the existing agreed work fee, plus fees and expenses of professional advisers (including legal fees), and reasonable and documented travel and accommodation expenses relating to the Restructuring from the DEBV Parent, for any month during which they are required to take any steps or actions described in 'Amendments to the New DEBV Notes Documents' above.

4. IMPLEMENTATION

Process

Two parallel and inter-conditional schemes of arrangement under Part 26 of the Companies Act 2006 (as amended):

- Scheme company: DTEK Energy B.V.
 - Scheme classes: One class of Bank Lenders.
- Scheme company: DTEK Finance PLC
 - Scheme classes: One class of Existing Noteholders.

Releases

The Schemes shall contain customary mutual releases of legal claims.

Conditions precedent to the effectiveness of the Restructuring

The terms of the existing arrangements between the DEBV Parent and the D.Trading Group are to be subject to the consent of the nominee that will become an Independent Member on the Restructuring Effective Date and all relevant agreements or other documentation will be amended by the DEBV Parent and the D.Trading Group to include all changes requested by the Independent Member if necessary or otherwise terminated if agreement with respect to such requested changes cannot be reached on or before the Restructuring Effective Date.

Certified copies of all corporate authorisations required by the members of the DEBV Group and the DOG Group for the issuance of the New DEBV Notes and the New DOG Notes and provision of guarantees/ suretyships, as well as certified copies of such entities' constitutional documents, in each case, in form and substance satisfactory to the Noteholders' Committee.

Each of the agreements and other documents necessary to implement the Restructuring being in form and substance satisfactory to the Noteholders' Committee and the Bank Lenders.

Delivery by the DEBV Group of all information required to satisfy any outstanding diligence requests from the Noteholders' Committee, the Bank Lenders or their respective advisers.

The debt arrangements between LLC NGD Holdings and FUIB to be discharged and all related security and guarantees released.

Termination of all commercial arrangements between NGD and DTEK Oil & Gas LLC.

APPENDIX 1 DEFINITIONS

“Available Excess Cash” means the excess of average available cash in any semi-annual period over and above \$50m. For the avoidance of doubt, but without double counting, the amount of Available Excess Cash shall be the amount available after:

- (a) payment of all cash interest and contractual amortisation payable in respect of the New DEBV Notes;
- (b) repayment at par of any New DEBV Notes representing interest previously paid as PIK (plus all accrued and unpaid interest thereon); and
- (c) payments of all interest and contractual amortization on the Excluded Bank Facilities,

in each case, with respect to that semi-annual period. The Available Excess Cash is to be calculated and verified by an Eligible Accounting Firm or another accountancy firm on terms approved by a Qualified Resolution within a pre-agreed fee budget.

“Bank Lenders” means all lenders under the Facilities Agreements.

“Big 4 Firm” means any of Deloitte, PricewaterhouseCoopers, Ernst & Young and KPMG solely to the extent each such entity can be deemed free of conflict and independent.

“Business Plan” means the financial and production business plan model in respect of the DEBV Group that covers the period from the year 2020 up to and including 2030 that was prepared by the DEBV Group for the purposes of the Restructuring and was shared with the advisers of the creditors of the DEBV Group in November 2020.

“Business Plan Capital Expenditure” for any fiscal year means any Capital Expenditure in an amount not to exceed the amount set out in a line item for that year in the Business Plan.

“Capital Expenditure” means any expenditure or obligation in respect of expenditure which, in accordance with generally accepted accounting principles, is treated as capital expenditure.

“Consent Capital Expenditure” means any Capital Expenditure that does not fall within (a), (b) or (c) of the definition of Permitted Capital Expenditure and that is approved by a Qualified Resolution.

“DEBV Group” means at any time Holdco and all of its subsidiaries.

“DEBV Independent Valuer” means any one of:

- (a) Wood Mackenzie;
- (b) Alvarez & Marsal;
- (c) Duff & Phelps;
- (d) Ernst & Young;
- (e) Deloitte;

(f) KPMG

(g) PricewaterhouseCoopers,

in each case, appointed pursuant to the terms of engagement agreed between the Noteholders' Committee, the Lenders' Committee and the DEBV Parent prior to the Restructuring Effective Date. A DEBV Independent Valuer will owe a duty of care to the New DEBV Notes Trustee.

"DEBV Parent" means DTEK Energy B.V.

"DOG Receivables" means the:

- (a) US\$ 316 million 7% revolving credit line due December 2023 with the outstanding principal amount of US\$ 315,520,000.00 owed by DTEK O&G to the DEBV Parent; and
- (b) €160 million 7% revolving credit line due December 2024 with the outstanding principal amount of € 79,652,135.75 owed by DTEK O&G to the DEBV Parent.

"Eligible Accounting Firm" means Deloitte or EY, solely to the extent each such entity can be deemed free of conflict and independent.

"Existing Loans" means all present, contingent and future moneys, debts and liabilities due, owing or incurred from time to time by the DEBV Group or any member of the DEBV Group under the Facilities Agreements.

"Existing Noteholder" means a person who is the beneficial owner of and/or the owner of the ultimate economic interest in the Existing Notes.

"Existing Notes" means the 10.75% Senior PIK Toggle Notes due 2024 issued under the Indenture.

"Indenture" means the indenture dated 29 December 2016 in respect of the Existing Notes.

"Independent Member" means a member of the Supervisory Board selected by the DEBV Parent from a choice of up to three candidates with appropriate credentials proposed by the Existing Noteholders and the Bank Lenders or any replacement appointed in accordance with the terms herein.

"Interest Variation Extension Conditions" means:

- (a) the Restructuring Effective Date occurs on or prior to 17 May 2021;
- (b) all corporate approvals necessary for each member of the DEBV Group and the DOG Parent Group (as required) to enter into the required transaction documentation in relation to the transactions contemplated by this Restructuring Term Sheet (except for all corporate approvals necessary for the appointment of the Independent Member and all steps required to be taken by such Independent Member as contemplated by this Restructuring Term Sheet) have been obtained (together with evidence of such fact being provided to the legal counsel of each of the Lenders' Committee and the Noteholders' Committee in form and substance reasonably to their satisfaction) by no later than 13 April 2021; and
- (c) provided that the names of at least two eligible Independent Member candidates are provided to the DEBV Parent on or by 31 March 2021, all corporate approvals necessary for the appointment of the Independent Member and all steps required to be taken by such Independent Member as

contemplated by this Restructuring Term Sheet have been obtained (together with evidence of such fact being provided to the legal counsel of each of the Lenders' Committee and the Noteholders' Committee in form and substance reasonably to their satisfaction) by no later than 13 May 2021.

"Lock-up Agreement" means the lock up agreement between the DEBV Parent, the New DEBV Notes Issuer and certain creditors.

"Long Stop Date" means 31 August 2021.

"New DEBV Notes Documents" means the New DEBV Notes Indenture and this Restructuring Term Sheet.

"New DEBV Notes Final Maturity Date" means 31 December 2027.

"New DEBV Notes Indenture" means the new indenture to be entered into on or about the Restructuring Effective Date by (among others) the DEBV Parent, the New DEBV Notes Issuer and the Indenture Trustee, pursuant to which the New DEBV Notes will be issued.

"New DEBV Noteholder" means a person who is (or will be on the Restructuring Effective Date) the beneficial owner of and/or the owner of the ultimate economic interest in the New DEBV Notes.

"Noteholders' Committee" has the meaning as set forth in the Lock-up Agreement.

"Other Lenders" means JSC ALFA-BANK and Sberbank of Russia.

"Permitted Capital Expenditure" means each of the following:

- (a) Business Plan Capital Expenditure;
- (b) Capital Expenditure in an amount not exceeding the Permitted Carry Forward Amount. The amount of any Permitted Carry Forward Amount which was not used in the previous year may be carried forward and used by the DEBV Group in the next ensuing year only;
- (c) Capital Expenditure that is (i) required by the regulator (National Energy and Utilities Regulatory Commission) or the Ukrainian government or the Ukrainian parliament to be incurred by the DEBV Group and which is reflected in corresponding regulations, resolutions or other legislative acts, save to the extent that such Capital Expenditure is included within Business Plan Capital Expenditure, or (ii) that is compensated by the Ukrainian government ("**Regulatory Capital Expenditure**"); and
- (d) Consent Capital Expenditure.

"Permitted Carry Forward Amounts" for any fiscal year means (x) the Business Plan Capital Expenditure for the immediately preceding fiscal year *less* (y) the actual Capital Expenditure incurred in the immediately preceding fiscal year (other than any Consent Capital Expenditure and any Regulatory Capital Expenditure).

"Qualified Resolution" means a positive resolution of the Supervisory Board passed with the positive approval of the Independent Member.

"Restructuring Completion" means the completion of the Restructuring, including the completion of the New DEBV Notes issuance, the effectiveness of the Restructuring Transaction Security, and provision of

the new guarantees and suretyships in relation to the New DEBV Notes, save for anything that is noted to be a condition subsequent to the Restructuring Effective Date herein.

“Restructuring Effective Date” means the date on which the Restructuring Completion occurs as notified in writing by the DEBV Parent to the Noteholders’ Committee’s and Lenders’ Committee’s legal and financial advisors, the Indenture Trustee, the Bank Lenders and the Existing Noteholders.

“Restructuring Steps Plan” means the Project Amber Restructuring Steps Plan prepared by Latham & Watkins LLP dated 26 March 2021.

“Scheme” means a scheme of arrangement under English law pursuant to Part 26 of the Companies Act 2006 (as amended);

“Restructuring Transaction Security” means:

- (a) the Security to be granted in favour of the Secured Parties as Security for any of the New DEBV Notes in accordance with the Restructuring;
- (b) any other document entered into at any time by any member of the DEBV Group creating any *guarantee, suretyship, indemnity, Security or other assurance against financial loss in favour of any* of the Secured Parties as Security for any of the New DEBV Notes; and
- (c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above.

“Secured Parties” means the New DEBV Noteholders, the Indenture Trustee and any receiver.

“Supervisory Board” means the supervisory board of the DEBV Parent.

“Ukrsotsbank Facility” means the UAH 359.4 million facility agreement dated 29 December 2011 between DTEK Skhidenergo LLC and JSC ALFA-BANK, as amended from time to time

APPENDIX 2
RESTRUCTURING OF OTHER LENDERS

Sberbank: (i) the DTEK Energy B.V. guarantee will be amended or replaced but such guarantee will remain capped at a maximum aggregate amount of US\$100 million, and (ii) DTEK Energy B.V. shall not assume any additional indebtedness in connection with such restructuring.

Alfa Bank: either (A) (i) DTEK Skhidenergo LLC (“Skhidenergo”) will transfer to the D.Trading Group all of its indebtedness under the facility agreement dated 29 December 2011 between Skhidenergo and JSC ALFA-BANK (“Alfa Bank”), as amended from time to time (the “Ukrasotsbank Facility”) in an amount of approximately US\$14m (the “Transfer”) and all guarantees and suretyships provided by members of the DEBV Group will be released and discharged and terminate, with the effect that the DEBV Group shall cease to provide any credit support for the Ukrasotsbank Facility, and (ii) Alfa Bank will expressly waive/release all/any claims it may have against the DEBV Group companies in connection with the Ukrasotsbank Facility. In consideration for the Transfer, Skhidenergo will owe the D.Trading Group an amount equal to the indebtedness so transferred (the “Subordinated Affiliate Debt”) and such Subordinated Affiliate Debt shall be expressly subordinated in right of payment to the New DEBV Notes, or (B) all of the DEBV Group’s indebtedness under the Ukrasotsbank Facility will be exchanged for New DEBV Notes at par and is irrevocably released and discharged (the “Ukrasotsbank Facility Exchange”); and (ii) all guarantees and suretyships provided by the DEBV Group in respect of the Ukrasotsbank Facility are irrevocably released and discharged and terminate. For the avoidance of doubt, the issuance and delivery of New DEBV Notes to Alfa Bank as required to effect the Ukrasotsbank Facility Exchange shall be permitted.

APPENDIX 3

1. Alfredo Trading Limited and Winburg Investment Limited are currently in the process of being liquidated.
 - such entities shall not become guarantors/sureties on the Restructuring Effective Date and such liquidation shall not be restricted under the covenants and shall not trigger an event of default.
2. Welford Holdings Limited may be liquidated and/or transferred out of the DOG Parent Group (with or without the one share it currently holds in NGD).
 - such entity shall not become a guarantor/surety on the Restructuring Effective Date and such liquidation or transfer shall not be restricted under the covenants and shall not trigger an event of default.
3. Kosul may be transferred to the Development B.V. group for consideration not less than US\$5.115 million as confirmed by an independent valuation.
 - Unless transferred to the Development B.V. group prior to the Restructuring Effective Date, such entity shall become a guarantor/surety on the Restructuring Effective Date (which guarantee/suretyship shall be terminated upon its transfer to the Development B.V. group on the proviso that (i) any financial indebtedness owed to it by any member of the DOG Restricted Group shall be subordinated to the amounts owing under the New DOG Notes, and (ii) no member of the DOG Group has any contingent liabilities on behalf of or in relation to such entity) and such transfer shall not be restricted under the covenants.
4. Exploitation shall become a guarantor/surety on the Restructuring Effective Date, provided that:
 - Exploitation may be transferred to the Development B.V. group for consideration not less than that confirmed by an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards (whereupon its guarantee/suretyship shall be terminated on the proviso that (i) any financial indebtedness owed to it by any member of the DOG Restricted Group shall be subordinated to the amounts owing under the New DOG Notes, and (ii) no member of the DOG Group has any contingent liabilities on behalf of or in relation to such entity) and such transfer shall not be restricted under the covenants; and
 - the issuance or transfer of up to and including 50% of its share capital to a third party shall not be restricted under the covenants, provided that:
 - such third party is not an Affiliate of DTEK B.V.;
 - any such sale shall be of primary equity for either new money or in consideration for shares in a company that holds a licence for oil and gas exploration and/or development activities in one or more oil and gas fields in Ukraine, the fair market value of such shares to be subject to an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards, and any cash proceeds received from any such sale shall be invested in the Development B.V. group; and
 - if/when Exploitation becomes a Material DOG Company, a holding company ("**Exploitation Holdco**") shall (either directly or indirectly through an intermediary holding company) hold the remaining equity stake held by DTEK in Exploitation, which Exploitation Holdco will be 100% owned, directly or indirectly, by Development B.V., and Exploitation Holdco will become a New DOG Notes Guarantor.

5. Overseas Trading shall become a guarantor/surety on the Restructuring Effective Date, provided that:
- Overseas Trading may be transferred to the Development B.V. group for consideration not less than that confirmed by an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards (whereupon its guarantee/suretyship shall be terminated on the proviso that (i) any financial indebtedness owed to it by any member of the DOG Restricted Group shall be subordinated to the amounts owing under the New DOG Notes, and (ii) no member of the DOG Group has any contingent liabilities in relation to such entity) and such transfer shall not be restricted under the covenants; and
 - the issuance or transfer of up to and including 50% of its share capital to a third party shall not be restricted under the covenants, provided that:
 - such third party is not an Affiliate of DTEK B.V.;
 - any such sale shall be of primary equity for either new money or in consideration for shares in a company that holds a licence for oil and gas exploration and/or development activities in one or more oil and gas fields in Ukraine, the fair market value of such shares to be subject to an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards, and any cash proceeds received from any such sale shall be invested in the Development B.V. group; and
 - if/when Overseas Trading becomes a Material DOG Company, a holding company ("**Overseas Trading Holdco**") shall (either directly or indirectly through an intermediary holding company) hold the remaining equity stake held by DTEK in Overseas Trading, which Overseas Trading Holdco will be 100% owned, directly or indirectly, by Development B.V., and Overseas Trading Holdco will become a New DOG Notes Guarantor.
6. The issuance or transfer of up to and including 50% of the share capital of Oil & Gas Geoexploring LLC ("**Geoexploring**") to a third party shall not be restricted under the covenants, provided that:
- such third party is not an Affiliate of DTEK B.V.;
 - any such sale shall be of primary equity for either new money or in consideration for shares in a company that holds a licence for oil and gas exploration and/or development activities in one or more oil and gas fields in Ukraine, the fair market value of such shares to be subject to an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards, and any cash proceeds received from any such sale shall be invested in the Development B.V. group; and
 - if/when Geoexploring becomes a Material DOG Company, a holding company ("**Geoexploring Holdco**") shall (either directly or indirectly through an intermediary holding company) hold the remaining equity stake held by DTEK in Geoexploring, which Geoexploring Holdco will be 100% owned, directly or indirectly, by Development B.V., and Geoexploring Holdco will become a New DOG Notes Guarantor.

7. Any member of the DOG Parent Group (but excluding any DOG Group entity) may establish and invest in one or more contractual joint ventures (as opposed to a joint venture that is a legal entity) with one or more third parties (which are not Affiliates of DTEK B.V.).⁴
- the establishment of, and any investment in any such contractual joint venture shall not be restricted under the covenants.
8. Any member of the DOG Parent Group (but excluding any DOG Group entity) may establish one or more special purpose vehicles (a “SPV”) which have no operating activities and de minimis assets for the sole purpose of acquiring one or more operating companies and/or an operating licence(s) from a third party or pursuant to public auctions, and in consideration for such acquisition, up to (and including) 50% of the share capital of the SPV may be issued or transferred to such third party (provided it is not an Affiliate of DTEK B.V.).
- the issuance or transfer of up to (and including) 50% of the share capital of such entity to such third party shall not be restricted under the covenants; and
 - the SPV and any such operating company held by it shall (i) not be required to grant a guarantee/suretyship at any time and (ii) not be entitled to use an existing Licence.
9. up to (and including) 50% of the share capital of any future member of the DOG Parent Group (but excluding any DOG Group entity) that has not passed state expertise and not obtained geological-economical evaluation and approval of reserves in accordance with applicable law and terms of a license may be issued and/or transferred (directly or indirectly (including through a SPV)) to one or more third parties.
- the issuance or transfer of up to (and including) 50% of the share capital of any such entity (“OpCo”) to a third party shall not be restricted under the covenants, provided that:
 - such third party is not an Affiliate of DTEK B.V.;
 - any such sale shall be of primary equity for either new money or in consideration for shares in a company that holds a licence for oil and gas exploration and/or development activities in one or more oil and gas fields in Ukraine, the fair market value of such shares to be subject to an independent valuation by a DOG Independent Valuer prepared in accordance with the Valuation Standards, and any cash proceeds received from any such sale shall be invested in the Development B.V. group;
 - if/when OpCo becomes a Material DOG Company, a holding company (“OpCo Holdco”) shall (either directly or indirectly through an intermediary holding company) hold the remaining equity stake held by DTEK in OpCo, which OpCo Holdco will be 100% owned, directly or indirectly, by Development B.V. and OpCo Holdco will become a New DOG Notes Guarantor; and
 - OpCo and OpCo Holdco shall not be entitled to use an existing Licence.

⁴ NTD: Entities will not become Excluded Subsidiaries by entering into JV agreement.

APPENDIX 4
NEW DEBV NOTES GUARANTORS

A. Entities to be added as guarantors / sureties on the Restructuring Effective Date:

DTEK ENERGY B.V.
DTEK HOLDINGS LIMITED
DTEK INVESTMENTS LIMITED
DTEK ENERGY LLC
DTEK PAVLOHRADCOAL PrJSC
DTEK DOBROPOLYEUGOL LLC
DTEK LUHANS'KA TPS LLC
DTEK KURAHIVSKA TPS LLC
REMTEHPOSTAVKA LLC
DTEK KURAHIVSKA CPP LLC
TEHREMPOSTAVKA LLC
DTEK SKHIDENERGO LLC
DTEK DNIPROENERGO JSC
DTEK WESTENERGY JSC
DTEK TRADING LLC
DTEK TRADING LIMITED
DTEK TRADING SA
CORUM GROUP LLC
LLC "CORUM DRUZHKOVKO MACHINE-BUILDING PLANT"
MINER'S LIGHT JSC

B. Entities to be added as guarantors / sureties within 60 days of the Restructuring Effective Date:

ELEKTRONALADKA LLC
CORUM TRADING LLC
MINE BILOZERS'KA ALC
PERSHOTRAVENSKYI REPAIR AND ENGINEERING PLANT LLC
DTEK PAVLOHRADSKA CPP LLC
DTEK DOBROPILSKA CPP JSC
DTEK ZHOVTNEVA CPP JSC
DTEK SCIENTIFIC AND PROJECT CENTRE LLC
INTERENERGOSERVICE LLC
DTEK POWER B.V.
GPL POWER LIMITED
GPL INGEN POWER LIMITED
DTEK POWER TRADE LLC
CORUM REPAIR LLC
CORUM MINESPECIALBUILD LLC
PrJSC "DOBROTVIR TPS -2"
MINERS NEWS PUBLISHING HOUSE LLC

C. Entities that will not be added as guarantors / sureties (subject to the terms herein):

DTEK KRYMENERGO JSC
DTEK ROVENKYANTHRACITE LLC (NCT)
DTEK SVERDLOVANTHRACITE LLC (NCT)

K.ENERGY JSC
DTEK MINE KOMSOMOLETS DONBASSA PJSC (NCT)
MOSPINO CPE LLC (NCT)