

ON
AND
HARPER FINANCE LIMITED
AND
KINTON TRADE LTD
AND
CUPRUM HOLDING LIMITED
AND
PERRY PARTNERS S.A.
AND
FOLIN UNIVERSAL TRUST REG.
AND
VOSTOK HOLDINGS LTD
AND
VOSTOK COOPER B.V.
AND
NOVA RESOURCES B.V.

SHARE EXCHANGE DEED

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THIS DEED is made on 7 December 2020

BETWEEN:

- (1) **MR. OLEG NOVACHUK**, of [REDACTED] ("ON");
- (2) **HARPER FINANCE LIMITED**, a private limited company incorporated in the British Virgin Islands under company number 410873 with registered address at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands ("**Harper**");
- (3) **KINTON TRADE LTD.**, a private limited company incorporated in the British Virgin Islands under company number 561683 with registered address at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands ("**Kinton**")
- (4) **CUPRUM HOLDING LIMITED**, a legal entity organised in the form of a limited liability company and registered under the laws of Malta with company registration number C 28661 whose registered office is at 4, V. Dimech Street, Floriana FRN 1504, Malta ("**Cuprum**");
- (5) **PERRY PARTNERS S.A.**, a private limited liability incorporated in the British Virgin Islands under company number 606416 with registered address at 3076 Sir Francis Drake's Highway, Tortola, Road Town, British Virgin Islands ("**Perry**");
- (6) **VOSTOK HOLDINGS LTD**, a company incorporated under the laws of Malta with company number C96071 and having its registered office at Level 4, The Penthouse, Suite 2, Ewropa Business Centre, Triq Dun Karm, Birkirkara, BKR 9034, Malta ("**Vostok**");
- (7) **FOLIN UNIVERSAL TRUST REG.**, a company incorporated in Liechtenstein with company number FL-0001.524.688-8 and having its registered office at c/o TTA Trevisa-Treuhand-Anstalt, Landstrasse 14, 9496 Balzers, Liechtenstein ("**Folin**");
- (8) **VOSTOK COOPER B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated in the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, whose registered office is at Strawinskylaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 73773123 ("**Holdco**"); and
- (9) **NOVA RESOURCES B.V.**, a private company with limited liability incorporated in the Netherlands, having its corporate seat in Amsterdam, whose registered office is at Strawinskylaan 1151, Tower C, Level 11, 1077 XX Amsterdam and with registered number 67335845 ("**Bidco**"),

(each a "**party**" and together the "**parties**").

INTRODUCTION

- (A) This Deed sets out the terms of the agreement between the parties for:
 - (i) the transfer of the shareholding of ON in KAZ Minerals PLC to Bidco in exchange for the issue by Bidco to ON of such number of Bidco Shares as are set

out in row A of the table in Part I of Schedule 1; the subsequent contribution of the Bidco Shares by ON to Vostok; and, following such contribution, the contribution of the Bidco Shares to Holdco by Vostok in exchange for the issue by Holdco to Vostok of the number of Holdco Shares set out in row A of the table in Part I of Schedule 1;

- (ii) the transfer of the shareholding of ON in Harper and Kinton to Bidco in exchange for the issue by Holdco to Vostok of such number of Holdco Shares as are set out in row A of the table in Part II of Schedule 1; and
 - (iii) the transfer of the shareholding of Folin in Cuprum and Perry to Bidco in exchange for the issue by Holdco to Folin of such number of Holdco Shares as are set out in row B of the table in Part II of Schedule 1.
- (B) For the avoidance of doubt the shareholdings of ON in Harper and Kinton, and of Folin in Cuprum and Perry (as are set out in the table in Part II of Schedule 1) comprise the entire issued share capital of Harper, Kinton, Cuprum and Perry.
- (C) Pursuant to an USD denominated facility agreement dated on or about the date of this Deed between, amongst others, Bidco as borrower and VTB BANK (PJSC) (the "**Bank**") as arranger, agent and security agent (the "**Facility Agreement**") and the Original Lenders (as defined therein), the Original Lenders have agreed to grant a loan facility to Bidco.
- (D) It is a condition precedent for utilising the loan facilities under the Facility Agreement that the parties enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION

1.1 In this Deed:

"**Acceptance Condition**" means, if the Offer is implemented by a Takeover Offer, the acceptance condition to that Takeover Offer, as set out in the Announcement or any subsequent offer document relating to the Offer (and as the same may be revised);

"**Announcement**" means the announcement to be released by Bidco under Rule 2.7 of the Takeover Code in connection with the Offer (as the same may be revised);

"**Bidco Shares**" means ordinary shares of one euro each in Bidco;

"**Business Day**" means a day (other than Saturdays and Sundays) on which banks in London are open for business;

"**Companies Act**" means the Companies Act 2006, as amended from time to time;

"**Cuprum Shares**" means ordinary class A shares of USD1.00 each in Cuprum;

"**Encumbrance**" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, usufruct, other

encumbrance or security interest of any kind, or another type of preferential arrangement having similar effect, or any agreement to create any of the foregoing;

"**Harper Shares**" means ordinary shares of USD1.00 each in Harper;

"**Holdco Shares**" means ordinary shares of one euro each in Holdco;

"**Investors**" means ON, Folin, Harper, Kinton, Cuprum, and Perry, and "**Investor**" means each of them;

"**Investor Shares**" means the Target Shares held by the Investors;

"**Kinton Shares**" means ordinary shares of USD1.00 each in Kinton;

"**Offer**" means the proposed recommended cash acquisition by Bidco of the entire issued and to be issued share capital of Target (other than the Investor Shares) by means of the Scheme, or should Bidco so elect, by means of a Takeover Offer;

"**Perry Shares**" means ordinary shares of USD1.00 each in Perry;

"**Scheme**" means a scheme of arrangement under Part 26 of the Companies Act between Target and the holders of Target Shares;

"**Takeover Code**" means the City Code on Takeovers and Mergers, issued by the Panel on Takeovers and Mergers, as amended from time to time;

"**Takeover Offer**" means a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act;

"**Target**" means KAZ Minerals PLC, a public limited company incorporated in England & Wales, whose registered office is at 6th Floor Cardinal Place, 100 Victoria Street, London, SW1E 5JL, with registered number 05180783; and

"**Target Shares**" means ordinary shares of GBP 0.20 each in Target.

1.2 In this Deed, a reference to:

1.2.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time whether before or after the date of this Deed and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this Deed;

1.2.2 a document is a reference to that document as modified or replaced from time to time;

1.2.3 a person includes a reference to a corporation, body corporate, association or partnership;

1.2.4 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

- 1.2.5 the singular includes the plural and vice versa (unless the context otherwise requires);
- 1.2.6 a time of day is a reference to the time in London, unless a contrary indication appears;
- 1.2.7 a clause, schedule or appendix, unless the context otherwise requires, is a reference to a clause of, schedule to or document appended to this Deed; and
- 1.2.8 the ejusdem generis principle of construction shall not apply to this Deed. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

1.3 The headings in this Deed do not affect its interpretation.

2. **CONDITIONS**

2.1 The obligations of the parties under Clause 3, are in each case conditional in all respects upon:

2.1.1 if the Offer is implemented by a Scheme, the Scheme becoming effective in accordance with its terms; or

2.1.2 if the Offer is implemented by a Takeover Offer:

(a) all conditions to that Takeover Offer (save for the Acceptance Condition), having been satisfied, or, if applicable, waived in accordance with their terms; and

(b) sufficient acceptances of that Takeover Offer having been received that, when added to the Investor Shares would satisfy the Acceptance Condition (and on the assumption that the Investor Shares were owned by Bidco when the Offer was announced),

(the "**Condition**").

2.2 If the Condition is not satisfied or waived by Bidco prior to the Long Stop Date (as defined in the Announcement), this Deed will cease to have effect on that date.

3. **SHARE EXCHANGE**

3.1 Promptly following the satisfaction or, if applicable, waiver of the Condition, each of the parties shall use all reasonable steps to effect the share transfers as set out in this Clause 3.

3.2 Promptly following the satisfaction or, if applicable, waiver of the Condition, the relevant parties shall take all of the following actions on the day the Condition is satisfied or, if applicable, waived:

- 3.2.1 ON shall unconditionally and irrevocably transfer to Bidco the number of Target Shares as is set out opposite ON's name in row A of the table in Part I of Schedule 1, with full title guarantee and free from Encumbrances;
- 3.2.2 ON shall execute a stock transfer form, in relation to the Target Shares to be transferred pursuant to sub-clause 3.2 in favour of Bidco and shall deliver the same to Bidco together with the share certificates relating to such shares; and
- 3.2.3 in consideration for the share transfers referred to in sub-clauses 3.2.1 and 3.2.2 above, subject to having obtained shareholder approval at the general meeting of Bidco, Bidco shall issue to ON such number of Bidco Shares as is set out opposite ON's name in row A of the table in Part I of Schedule 1, by means of a Dutch law governed notarial deed of issue of shares, credited as fully paid up as to its nominal value, whereby:
- (a) subsequently:
 - (i) ON shall contribute the Bidco Shares to Vostok; and
 - (ii) following such contribution, Vostok shall contribute the Bidco Shares to Holdco in exchange for which, subject to having obtained shareholder approval at the general meeting of Holdco, Holdco shall issue to Vostok such number of Holdco Shares as is set out opposite ON's name in row A of the table in Part I of Schedule 1 by means of a Dutch law governed notarial deed of issue of shares, credited as fully paid up as to its nominal value,
- whereby ON, Vostok and Holdco agree that ON shall directly transfer the Bidco Shares to Holdco; and
- (b) in furtherance to the forgoing, the Bidco Shares shall be transferred directly by ON to Holdco.
- 3.3 Promptly following the satisfaction or, if applicable, waiver of the Condition, the relevant parties shall take all of the following actions on the day the Condition is satisfied or, if applicable, waived:
- 3.3.1 ON shall unconditionally and irrevocably transfer to Bidco the number of Harper Shares and Kinton Shares as is set out opposite ON's name in row A of the table in Part II of Schedule 1, with full title guarantee and free from Encumbrances;
- 3.3.2 ON shall execute stock transfer forms, in relation to the Harper Shares and Kinton Shares to be transferred pursuant to sub-clause 3.3.1 which are held in certificated form, in favour of Bidco and shall deliver, or procure the delivery of:
- (a) the executed stock transfer form in respect of the Harper Shares, together with the share certificates relating to such shares, to the directors of Harper who shall update the share register of Harper to reflect the transfer of the Harper Shares to Bidco, and issue a new share certificate in the name of Bidco in respect of the same; and

- (b) the executed stock transfer form in respect of the Kinton Shares, together with the share certificates relating to such shares, to the directors of Kinton who shall update the share register of Kinton to reflect the transfer of the Kinton Shares to Bidco, and issue a new share certificate in the name of Bidco in respect of the same; and
 - 3.3.3 in consideration for the share transfers referred to in sub-clauses 3.3.1 and 3.3.2 above, subject to having obtained shareholder approval at the general meeting of Holdco, Holdco shall issue to Vostok the number of Holdco Shares as is set out opposite ON's name in row A of the table in Part II of Schedule 1 by means of a Dutch law governed notarial deed of issue of shares (the "**First Notarial Deed of Issue**"), credited as fully paid up as to its nominal value. For the purposes of the First Notarial Deed of Issue, the Harper Shares and Kinton Shares referred to in sub-clauses 3.3.1 and 3.3.2 above:
 - (a) shall be considered:
 - (i) firstly, to have been contributed by ON to Vostok;
 - (ii) subsequently, to have been contributed by Vostok to Holdco in consideration for the relevant Holdco Shares to be issued by Holdco to Vostok; and
 - (iii) lastly, to have been contributed by Holdco to Bidco as a share premium contribution; and
 - (b) in furtherance to the forgoing shall be transferred directly by ON to Bidco, in accordance with sub-clauses 3.3.1 and 3.3.2 above.
- 3.4 Promptly following the satisfaction, or if applicable waiver, of the Condition, the relevant parties shall take all of the following actions:
- 3.4.1 Folin shall unconditionally and irrevocably transfer to Bidco the number of Cuprum Shares and Perry Shares as is set out opposite Folin's name in row B of the table in Part II of Schedule 1, with full title guarantee and free from Encumbrances;
 - 3.4.2 Folin shall execute stock transfer forms, in relation to the Cuprum Shares and Perry Shares to be transferred pursuant to sub-clause 3.4.1 which are held in certificated form, in favour of Bidco and shall deliver, or procure the delivery of:
 - (a) the stock transfer form in respect of the Perry Shares, together with the share certificates relating to such shares, to the directors of Perry who shall update the share register of Perry to reflect the transfer of the Perry Shares to Bidco, and issue a new share certificate to Bidco in respect of the same; and
 - (b) the stock transfer form in respect of the Cuprum Shares to Bidco together with the share certificates relating to such shares; and

3.4.3 in consideration for the share transfers referred to in sub-clauses 3.4.1 and 3.4.2 above, subject to having obtained shareholder approval at the general meeting of Holdco, Holdco shall issue to Folin the number of Holdco Shares as is set out opposite Folin's name in row B of the table in Part II of Schedule 1 by means of a Dutch law governed notarial deed of issue of shares (the "**Second Notarial Deed of Issue**"), credited as fully paid up as to its nominal value. For the purposes of the Second Notarial Deed of Issue, the Cuprum Shares and Perry Shares referred to in sub-clauses 3.4.1 and 3.4.2 above:

- (a) shall be considered:
 - (i) firstly, to have been contributed by Folin to Holdco in consideration for the relevant Holdco Shares to be issued by Holdco to Folin; and
 - (ii) subsequently, to have been contributed by Holdco to Bidco as a share premium contribution; and
- (b) in furtherance to the forgoing shall be transferred directly by Folin to Bidco, in accordance with sub-clauses 3.4.1 and 3.4.2 above.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each party (other than ON) represents and warrants to the other parties that:

4.1.1 it exists and has full power to enter into and execute this Deed. All consents, approvals and authorisations required for the execution by such party of this Deed and the performance by such party of the terms of this Deed have been obtained and/or complied with and are unconditional and in full force and effect;

4.1.2 this Deed has been duly authorised, executed and delivered by it and will constitute legal, valid, binding and enforceable obligations of that party in accordance with its terms; and

4.1.3 the execution and delivery of this Deed by it and the performance by it of its obligations hereunder will not violate or conflict with any applicable law.

4.2 ON represents and warrants to the other parties that:

4.2.1 this Deed has been duly executed and delivered by him and will constitute legal, valid, binding and enforceable obligations on him in accordance with its terms; and

4.2.2 the execution and delivery of this Deed by him and the performance by him of his obligations hereunder will not violate or conflict with any applicable law or any contractual restriction binding on him or any of his assets.

4.3 ON warrants to Holdco and Bidco that as at the date of this Deed it is the sole legal and beneficial owner of the Target Shares, Harper Shares and Kinton Shares to be transferred by it pursuant to Clauses 3.2 and 3.2.3.

4.4 Folin warrants to Holdco and Bidco that as at the date of this Deed it is the sole legal and beneficial owner of the Cuprum Shares and Perry Shares to be transferred by it pursuant to Clause 3.3.1.

5. **TRANSFER TAXES**

Bidco agrees to bear and pay the cost of all stamp duty, stamp duty reserve tax and any similar transfer taxes (including any penalties, charges and interest relating to any of them) payable on or as a result of the execution of this Deed, or the stock transfer forms referred to in Clause 3 or arising as a result of the transfer of Target Shares pursuant to this Deed.

6. **POWER OF ATTORNEY**

6.1 ON gives a power of attorney pursuant to Clause 6.2 in favour of Bidco, by way of security to secure the proprietary interest of Bidco as the transferee of the Target Shares to be transferred by it pursuant to Clause 3.2. Accordingly, the power of attorney is irrevocable unless revoked with the prior written consent of Bidco, but it will expire on the date on which Bidco and/or its nominees is/are registered in the registers of members of the Target as the holder(s) of such shares.

6.2 Subject to and with effect from the satisfaction of the Condition, ON:

6.2.1 appoints Bidco as ON's attorney with full power to exercise all of ON's rights in relation to the Target Shares to be transferred by it pursuant to Clause 3.2 on ON's behalf and on such terms as Bidco shall in its absolute and unfettered discretion think fit, including to the extent applicable (but not limited to):

- (a) receiving notice of and attending and voting at all meetings, class meeting or any adjournments of any such meetings, in each case, of the Target;
- (b) approving, completing and otherwise signing or executing any requisition of any meeting, proxy or any other documents required to be signed by the registered holder of the Target Shares (if held in certificated form) or by the beneficial holder of the Target Shares (if held in uncertificated form);
- (c) dealing with and giving directions as to any moneys, securities or other benefits or notices, documents or other communications arising by right of the Target Shares or received in connection with such shares from the Target or any other person; and
- (d) doing all such other acts and things and approving, executing and delivering all such other documents as Bidco shall consider necessary or desirable for the purpose of protecting the interests, or enforcing the rights, of the registered holder of the Target Shares (if held in certificated form) or of the beneficial holder of the Target Shares (if held in uncertificated form); and

6.2.2 undertakes to ratify and confirm whatever Bidco does or purports to do in good faith in the exercise of any power conferred by this Clause.

7. **RIGHTS OF THIRD PARTIES**

Subject to this clause, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Act.

8. **GENERAL**

- 8.1 Each party shall from time to time do all such acts and execute all such documents as may be necessary in order to implement and give effect to the provisions of this Deed.
- 8.2 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same agreement.
- 8.3 No amendment shall be made to this Deed save by instrument in writing signed by all the parties.
- 8.4 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9. **NOTICES**

- 9.1 A notice under or in connection with this Deed (a "**Notice**") shall be:
 - 9.1.1 in writing;
 - 9.1.2 in the English language; and
 - 9.1.3 delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax or email to the party due to receive the Notice at the address specified in Clause 9.2 (or to another address specified by that party by not less than seven days' written notice to the other party).

9.2 The address referred to in Clause 9.1.3 is:

9.2.1 in the case of ON:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED] and
[REDACTED]

Marked for the attention of [REDACTED]

9.2.2 in the case of Harper:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED] and
[REDACTED]

Marked for the attention of [REDACTED]

9.2.3 in the case of Kinton:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.4 in the case of Cuprum:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]
and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.5 in the case of Perry:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.6 in the case of Vostok:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.7 in the case of Folin:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.8 in the case of Holdco:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.2.9 in the case of Bidco:

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

Marked for the attention of [REDACTED]

and a copy to (but such copy shall not constitute Notice):

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]
[REDACTED]

Marked for the attention of [REDACTED]

9.3 A party may change its notice details on giving notice to the other party of the change in accordance with Clauses 9.1, 9.2 and 9.4.

9.4 Unless there is evidence that it was received earlier, a Notice is deemed given:

9.4.1 if delivered personally, when left at the address referred to in Clause 9.2;

9.4.2 if sent by post, except air mail, two Business Days after posting it;

9.4.3 if sent by air mail, six Business Days after posting it;

9.4.4 if sent by fax, when confirmation of its error free transmission has been recorded by the sender's fax machine; or

9.4.5 if sent by email, when sent.

Any Notice sent outside of the hours of 9am to 5.30pm shall be deemed to be given at the start of the next Business Day.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Deed is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any matter, claim or dispute arising out of or in connection with this Deed, whether contractual or non-contractual.

10.3 Each party appoints Whitecliff Management Corporation Limited as their agent for service of process and any other documents in proceedings in England and Wales or any other proceedings in connection with this Deed. Any claim form, judgment or other notice of legal process shall be sufficiently served on the parties if delivered to such agent at the following address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Executed as a Deed by)

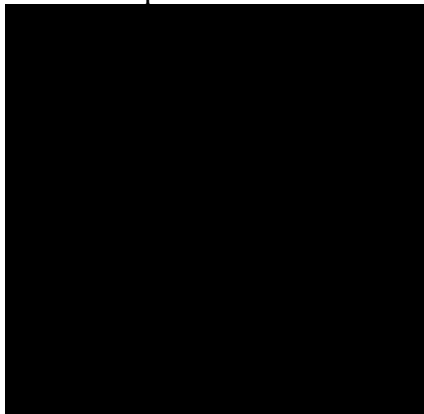
Mr. Oleg Novachuk)



Signature

Name

in the presence of:



Signature of witness

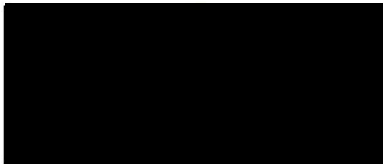
Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

Harper Finance Limited)



Signature of Director

Name of Director



Signature of witness

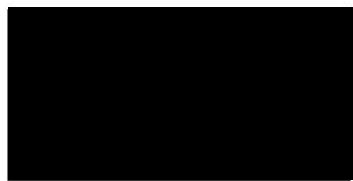
Name of witness

Address of witness

Occupation of witness

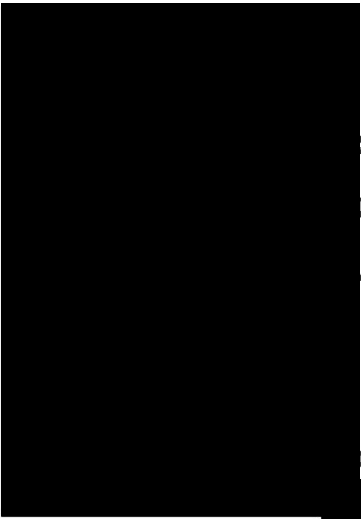
Executed as a Deed by)

Kinton Trade Ltd)



Signature of Director

Name of Director



Signature of witness

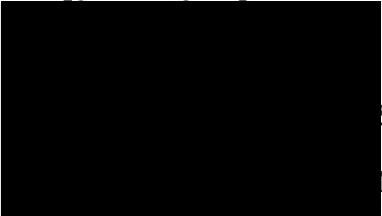
Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

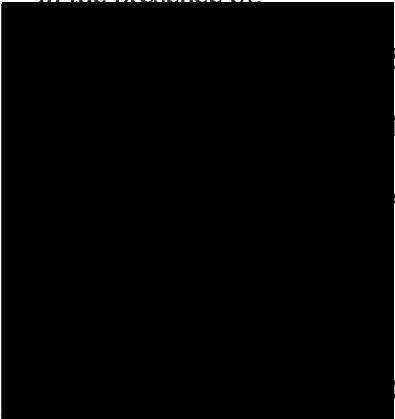
Cuprum Holding Limited)



Signature of Director

Name of Director

in the presence of:



Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

Perry Partners S.A.)



Signature of Director

Name of Director



Signature of witness

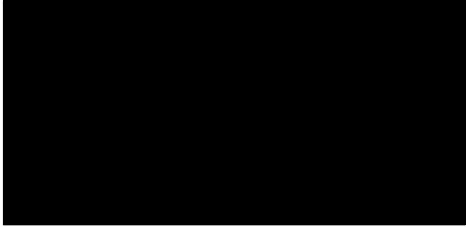
Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

Vostok Holdings Ltd)



Signature of Director

Name of Director



in the presence of:



Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

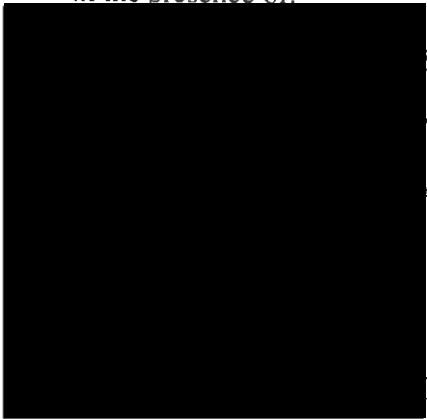
Folin Universal Trust Reg.)



Signature of Director

Name of Director

in the presence of:)



Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)

Vostok Cooper B.V.)



re of Director

f Director

in the presence of:



gnature of witness

ame of witness

ddress of witness

ccupation of witness


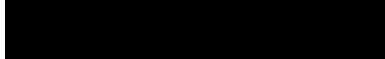
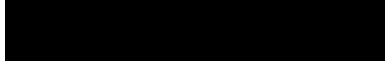
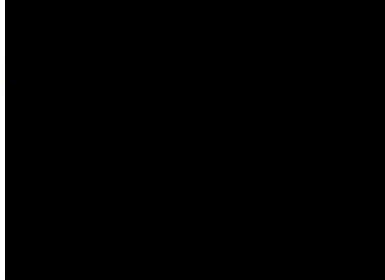
Executed as a Deed by)

Nova Resources B.V.)


Signature of Director

Name of Director


in the presence of:


Signature of witness

Name of witness

Address of witness

Occupation of witness

**SCHEDULE 1
SHAREHOLDINGS**

PART I

	Transferor	Number of Target Shares transferred to Bidco	Number of Bidco Shares to be issued to ON	Number of Holdco Shares to be issued to Vostok
A.	ON	1,848,991	18,250	18,250

PART II

	Transferor	Details of shares being transferred to Bidco	Number of Holdco Shares to be issued	Name of party Holdco Shares are issued to
A.	ON	25,000 Kinton Shares 14,368 Harper Shares	18,250	Vostok
B.	Folin	9,999 Cuprum Shares 31,070 Perry Shares	63,500	Folin