NOT FOR DISTRIBUTION IN OR INTO OR TO INVESTORS IN THE UNITED STATES WHO ARE NOT QUALIFIED INSTITUTIONAL BUYERS WITHIN THE MEANING OF RULE 144A UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT").

THE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE PRACTICE STATEMENT LETTER AND EXPRESSES NO OPINIONS WHATSOEVER AS TO THE MERITS OF THE PROPOSALS AS PRESENTED TO NOTEHOLDERS IN THE PRACTICE STATEMENT LETTER. THIS PRACTICE STATEMENT LETTER IS BEING DELIVERED TO HOLDERS OF THE NOTES SOLELY AT THE INSTIGATION OF THE ISSUER WITHOUT THE PRIOR APPROVAL OR CONSENT OF THE TRUSTEE. THE TRUSTEE THEREFORE MAKES NO ASSESSMENT OF THE IMPACT OF THE PROPOSALS AS PRESENTED TO NOTEHOLDERS, EITHER AS A CLASS OR AS INDIVIDUALS.

From: **DTEK FINANCE PLC**

To: The Scheme Creditors
(as defined in paragraph 1.3 below)

18 November 2016

Dear Sir/Madam

PROPOSED SCHEME OF ARRANGEMENT IN RELATION TO DTEK FINANCE PLC (THE "COMPANY") UNDER PART 26 OF THE COMPANIES ACT 2006

1. PURPOSE OF THIS LETTER

1.1 The Company is sending you this letter in accordance with the practice statement issued on 15 April 2002 (the "**Practice Statement**") by the Chancery Division of the High Court of Justice of England and Wales (the "**Court**"), in relation to a proposed scheme of arrangement under Part 26 of the Companies Act 2006 between the Company and the Scheme Creditors (as defined in paragraph 1.3 below) (the "**Scheme**"). The purpose of this letter is to inform you of:

(a) the Company's intention to apply to the Court at the Royal Courts of Justice, 7 Rolls Building, Fetter Lane, London EC4A 7NL at a Court hearing to be held on 2 December 2016 (the "**Convening Hearing**") for an order granting the Company certain directions in relation to the Scheme including permission to convene a meeting of the Scheme Creditors (the "**Scheme Meeting**") for the purpose of considering and, if thought fit, approving the Scheme;

(b) the objectives of the Scheme;

(c) the basis on which the Company considers that the Court has jurisdiction as regards the Scheme; and

(d) the proposed class composition of Scheme Creditors for the Scheme Meeting that the Company proposes to convene for the purpose of voting on the Scheme.

1.2 You are being contacted as the Company believes that you are or may be:

(a) a holder (a "**2013 Noteholder**") of US$ 750 million 7.875% senior notes due 4 April 2018 (Regulation S Notes ISIN: USG2941DAA03 and Rule 144A Notes ISIN: US23339BAA70) (CUSIP Regulation S Notes G2941D AA0 and Regulation 144A Notes 23339B AA7) (the "**2013 Notes**") which were issued by the Company pursuant to an indenture dated 4 April 2013 and a supplemental indenture dated 30 April 2013 ("**2013 Indenture**") and of which US$ 805,748,437.50 aggregate principal amount is currently outstanding; and/or

(b) a holder (a "**2015 Noteholder**") of US$ 160 million 10.375% senior notes due 28 March 2018 (Regulation S Notes ISIN: USG2941DAB85) (CUSIP G2941D AB8) (the "**2015 Notes**"), which were issued by the Company pursuant to an indenture dated 28 April 2015 ("**2015 Indenture**") in accordance with the 2015 Scheme (as defined in paragraph 4.2 below) and of

which approximately US$ 159,204,508.19 aggregate principal amount is currently outstanding.

(together, the 2013 Noteholders and the 2015 Noteholders are the "**Noteholders**", the 2013 Notes and the 2015 Notes are the "**Notes**", and the 2013 Indenture and the 2015 Indenture are the "**Indentures**")).

1.3 A person who is a Noteholder will be a scheme creditor (each a "**Scheme Creditor**" and together, the "**Scheme Creditors**") for the purposes of the Scheme in addition to GLAS Trust Corporation Limited as trustee of the Notes (which is a Scheme Creditor solely in its capacity as the beneficiary of the covenants to repay principal and interest on the Notes pursuant to the Indentures), (the "**Trustee**").

1.4 This letter is being sent to the Scheme Creditors via the Depository Trust Company ("**DTC**"), Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream**" and together with DTC and Euroclear, the "**Clearing Systems**"). In addition, an electronic copy of this letter shall also be made available to all Scheme Creditors by Lucid Issuer Services Limited (in its capacity as information agent under the Scheme, the "**Information Agent**") at www.lucid-is.com/dtek (the "**Scheme Website**") and will be generally available for inspection at the offices of the Information Agent at the address set out in paragraph 17 below. This letter will also be published on the Group's website and will be publicly available.

1.5 If you have assigned, sold or otherwise transferred your interest in the Notes or intend to do so before the Scheme Meeting, you are requested to forward a copy of this letter to the person or persons to whom you have assigned, sold or otherwise transferred your interest in the Notes.

1.6 Terms not defined in this letter shall have the meaning given to them in the terms and conditions of the Notes.

2. LOCK-UP FEE

2.1 **Your attention is drawn in particular to paragraphs 2.2 to 2.4 and schedule 4 of this letter which set out the timeline and process for Noteholders to qualify for, and become entitled to, the Lock-up Fee (as defined herein).**

2.2 In summary, to become entitled to the Lock-up Fee (as defined herein), a Noteholder must: (i) sign or accede to the Lock-up Agreement (as defined herein) and return a scanned copy of the signed accession deed (as set out in schedule 4 of this letter) via email or fax to the Information Agent by not later than 5 p.m. (London time) on 1 December 2016 (ii) complete and submit to either Euroclear or Clearstream a valid voting instruction in favour of the Scheme; (iii) submit an account holder letter in favour of the Scheme to the Information Agent by 16 December 2016; and (iv) not have breached any provision of the Lock-up Agreement (as defined herein). **The full form Lock-up Agreement is available on the Scheme Website.** If a Scheme Creditor has questions regarding this arrangement, please contact the Information Agent, Rothschild, the Company's financial advisers or Latham & Watkins (London) LLP, the Company's legal advisers, using the details set out in paragraph 17 below.

2.3 The Lock-up Fee will be paid to eligible Noteholders within 3 business days of the Restructuring Effective Date to the Euroclear/Clearstream account of the Account Holder who completed the steps set out in paragraph 2.2 above.

2.4 The Company has been negotiating the terms of the Lock-up Agreement with the Steering Committee (as defined herein) and its legal and financial advisers. As a result of such negotiations, as at the date of this letter Noteholders which together hold approximately 33% by value of the principal amount outstanding of the Notes have entered into the Lock-up Agreement dated 18 November 2016.

2.5 You are also referred in this context to paragraph 12 of this letter which summarizes the Lock-up Agreement to which Noteholders will need to accede in order to qualify for the Lock-up Fee. A copy of the Lock-up Agreement is available on the Scheme Website.

3. BACKGROUND TO AND REASONS FOR THE SCHEME

3.1 The Company is part of the DTEK Energy group (the "**Group**") and is a wholly-owned subsidiary of DTEK Energy B.V. ("**DEBV**").

The Group and its liquidity position

3.2 The Group operates the largest privately-owned energy company in Ukraine as measured by metric tons of coal produced, net output of electricity and electricity distributed. Its businesses form a vertically integrated production chain across three principal segments: (i) coal mining; (ii) power generation; and (iii) electricity distribution and sales. The Group's power generation subsidiaries generate and sell electricity directly to end-customers in Ukraine, and the Group exports coal and electricity, to customers (*inter alia*) in Europe, India, Canada, Turkey and Algeria.

3.3 The deteriorating geopolitical and economic situation in Ukraine since 2014 has led to: (i) the disruption and/or suspension of operations at some of the Company's production assets; (ii) a decline in market conditions and energy consumption in Ukraine; (iii) a substantial contraction of credit supply and extremely limited access to financial markets; (iv) an increase in the share of the delinquent retail customers for the supplied electricity and heat, where the highest concentration of delinquent accounts was located in certain parts of the Donetsk and Luhansk regions of Ukraine that are temporarily occupied (the "**ATO Zone**"); and (v) insufficient level of the average power tariffs set by the state controlled regulator (NERC) for the Group's power generation subsidiaries in 2016 which fell short of the level needed to cover finance costs and costs associated with the expected import of coal.

3.4 As a result of hostilities in the ATO Zone, operations at certain of the Group's production facilities located in or near the ATO Zone have been temporarily suspended since mid-2014 and production at other coal mining assets located in that region has been reduced. The transportation networks the Group uses to transport coal and equipment within and from the ATO Zone have been severely disrupted as a result of the ongoing military activity and arbitrary stoppages and seizures. In January 2015, the Crimea State Council voted to expropriate the Crimean assets of the Group's subsidiary, DTEK Krymenergo PJSC. Immediately prior to its expropriation, DTEK Krymenergo PJSC distributed approximately 8.1% of the Group's total electricity distribution volume in 2014. The Group's businesses which were affected by the ATO Zone accounted for 8.5% of power generation, 32% of power distribution and 22% of coal mining volumes during the six-month period ending on 30 June 2016.

3.5 Since 2014, coal production decreased substantially, by 22.7% during the twelve-month period ending on 31 December 2015 (compared with the twelve-month period ending on 31 December 2014) and by a further 0.8% during the six-month period ending on 30 June 2016 (compared to the six-month period ending on 30 June 2015). Continuous shortages of liquidity have had a negative impact on the coal segment and prevented the Group from acquiring and repairing its mine equipment, which has had a negative impact on productivity and operations.

3.6 The Group's electricity generation has also decreased substantially since 2014, decreasing by 20.1% during the twelve-month period ending on 31 December 2015 (compared to the twelve-month period ending on 31 December 2014) and a further decrease of 7% during the six-month period ending on 30 June 2016 (compared to the six-month period ending on 30 June 2015). This decrease in electricity generation was due to a decline in electricity consumption in Ukraine, export restrictions and military activity, resulting in the destruction of power and transport infrastructure. Electricity transmission has also declined significantly since 2014, namely by 16.2% during the twelve-month period ending on 31 December 2015 (compared to the twelve-month period ending on 31 December 2014) and by a further 0.9% during the six-month period ending on 30 June 2016 (compared to the six-month period ending on 30 June 2015).

3.7 The deteriorating geopolitical environment in the Group's core geographic region has led to a sharp decline in overall trading activity, market demand and macroeconomic outlook. Based on the prevailing exchange rates of the National Bank of Ukraine as at 30 June 2016 and 31 December 2015, approximately 98% and 95% respectively of the Group's borrowings were denominated in U.S. dollars, Euros and Russian Rubles, whereas approximately 94% and 93% respectively of its revenues in 2015 and during the six-month period ending 30 June 2016 respectively were generated in Hryvnia. Therefore, the 52%, 36% and 9% devaluation of the Hryvnia against the U.S. dollar, the Euro and the Russian Ruble, respectively, in 2015 and further devaluation of approximately 4%, 5% and 17% of the

Hryvnia against the U.S. dollar, the Euro and the Russian Ruble, respectively, for the six-month period ending on 30 June 2016 has adversely impacted the Group's ability to service its indebtedness.

3.8 As at 30 June 2016, the Group had significant balances receivable from and prepayments made to the Ukrainian Government and entities dependant on the government financing, including prepaid income taxes of UAH 233 million, net VAT recoverable of UAH 1,260 million, heat tariff compensation of UAH 485 million and receivables from Energorynok, and various water and heat supply companies of UAH 6,222 million and UAH 1,652 million, respectively. It is not clear when these payments will be made as they are dependent upon the availability of state funds.

3.9 The electricity tariff for the Group's TPPs reached an average of approximately UAH 994per MWh in the six month period ending 30 June 2016. Payment discipline of the WEM operator (which passes payments to the Group from end-consumers) has also deteriorated during the period: actual payments were approximately 5% below the contracted level, making the effective TPP tariff (adjusted for non-payments from Energorynok SE) as low as approximately UAH 944 per MWh. The power generation tariffs for the six-month period ending 30 June 2016 did not cover the Group's finance costs which resulted in significant net operating losses for the power generation subsidiaries despite the approximately 5% increase for the six-month period ending 30 June 2016 in US$ terms.

3.10 As a result of the factors described in paragraphs 3.3 to 3.9 above, the Group has been operating with a severely constrained liquidity position since the second half of 2015 with weekly average available cash balances during the period from January 2016 to June 2016 fluctuating mostly between US$ 13.4 million and US$ 75.8 million year to date. Shortfalls in the operating cash inflows of the Group effectively have been financed by a reduction of payments associated with capital investments and the use of previously accumulated capital stock that negatively influenced the capital base of the Group and its EBITDA. The deferral of tax payments and non-payment or late payments to the Group's suppliers have also taken place. None of these are sustainable even for a short period of time and the Group companies clearly have tested the limits of funding working capital by stretching operating expenses.

3.11 Accordingly, given the Group's deteriorating liquidity position and cash-flow projections, since 2015 it has been in active discussions with its creditors in relation to a holistic restructuring of the Group's financial indebtedness (the "**Restructuring**"), which includes the Notes (the "**Notes Restructuring**") (see paragraphs 4.5 to 4.7 below) and the Bank Facilities (as defined in paragraph 5.1 and further described in paragraphs 5.1 to 5.5 below).

3.12 As part of the Restructuring, the Company will, among other things, reschedule the maturities of the Notes in anticipation that in due course the domestic and international capital and debt markets will reopen for Ukraine-based borrower groups and the Group's operations and financial performance will be restored to a level that will allow it to again access such markets.

4. THE COMPANY

4.1 The Company was incorporated under the laws of England and Wales as a public limited company for the purpose of facilitating capital raising on behalf of the Group. The Company has never been, and is not currently, an operating company.

4.2 DTEK Finance B.V. issued US$ 500 million 9.50% Guaranteed Senior Notes due 2015 in 2010 (the "**2010 Notes**") and used the proceeds therefrom to repay certain bank and secured debt, and for other general corporate purposes. On 28 April 2015, the 2010 Notes were exchanged for the 2015 Notes pursuant to a English scheme of arrangement which had the support of an overwhelming majority of the 2015 Noteholders and was sanctioned by the Court on 27 April 2015 (the "**2015 Scheme**"). Pursuant to the 2015 Scheme, the Company issued the 2015 Notes.

4.3 Additionally, the Company issued the 2013 Notes and used the proceeds to repay certain amounts of the Group's public corporate debt, as well as for other general corporate purposes.

4.4 The Notes are unsecured obligations of the Company ranking *pari passu* between themselves and are guaranteed on a joint and several basis by the same Ukrainian operating subsidiaries and certain non-Ukrainian Group entities, including DEBV, as listed at Schedule 1 (together, the Ukrainian operating subsidiaries being the "**Sureties**" and the non-Ukrainian Group entities being the "**Guarantors**").

Standstill Scheme of the Notes

4.5 On 28 March 2016, an interest payment was due on the 2015 Notes in the amount of US$ 8.3 million (the "**March Coupon**") and on 4 April 2016, an interest payment was due on the 2013 Notes in the amount of US$ 29.5 million (the "**April Coupon**"). Due to the Group's poor financial position and based on the Company's available cash, it was expected that the Company would be unable to pay the March Coupon by 26 April 2016 (being the expiry date of the 30 day grace period in respect of the March Coupon) and unable to pay the April Coupon by 4 May 2016 (being the expiry date of the 30 day grace period in respect of the April Coupon). Accordingly, in order to prevent the occurrence of a payment event of default under the Notes which would give rise to the right to accelerate the Notes, the Company applied to the Court to implement a standstill of the Notes by way of an English scheme of arrangement, which was subsequently sanctioned by the Court and became binding on all Noteholders on 26 April 2016 (the "**Standstill Scheme**").

4.6 Amongst other things, the Standstill Scheme provided a moratorium on enforcement action by Noteholders in respect of any events of default under the Notes until the termination of the Standstill Scheme on 28 October 2016 (unless certain early termination events under the Standstill Scheme occur) (the "**Standstill**"). The Standstill maintained the stability of the Group while the Group negotiated with, among others, the ad hoc committee of Noteholders (the "**Steering Committee**"), on the terms of the Restructuring. On 28 October 2016, the Standstill expired. Consequently, certain capitalised interest under the Standstill Scheme is due and payable, and further payment defaults have occurred arising from the non-payment of interest on the 2015 Notes and 2013 Notes on 28 September 2016 and 4 October 2016 respectively ("**Payment Defaults**").

4.7 On 18 November 2016, a binding heads of terms for the Notes Restructuring (the "**Noteholder Term Sheet**") was agreed with the Steering Committee (see paragraph 11 below and Schedule 2 for details of those specific terms).

5. BANK FACILITIES

5.1 As at 30 September 2016, the Group had outstanding bank debt facilities (the "**Bank Facilities**") with a number of international and Ukrainian commercial banks and Russian/Ukrainian state and commercial banks (the "**Bank Lenders**") with an aggregate amount of approximately US$ 1,238 million (including the crystallised early termination amount under the hedging transactions, but excluding the Essential Credit Lines in the amount of approximately US$ 34.6 million and as set out in Schedule 3). This amount excludes approximately US$ 28 million of deferred conditional payments in relation to the transfer of US$ 436 million of debts to the Obukhovskaya Mine Office, where such transaction completed on 22 September 2016.

5.2 As a result of the severe cash-flow shortfalls described above, since July 2015 the Group has failed to make certain principal and interest payments in full under its Bank Facilities. As a consequence, as at 30 September 2016, interest payment defaults under the Bank Facilities totalling approximately US$ 90.7 million and interim instalment payment defaults together with principal payment defaults at maturity under the Bank Facilities totalling approximately US$ 597.3 million have occurred. Principal payment defaults at maturity have occurred in the amount of approximately US$ 69.6 million. For the avoidance of doubt, the cross-default provisions in the Indentures were not and have not been triggered by any of these payment defaults under the Bank Facilities.

5.3 On 21 September 2016, DEBV entered into a contractual standstill arrangement (the "**Bank Standstill**") with more than 75% of the Bank Lenders as at that date. The Bank Standstill provided a moratorium on enforcement action by the Bank Lenders who signed the Bank Standstill in respect of any events of default under the Bank Facilities until the termination of the Bank Standstill on 28 January 2017 (unless certain early termination events under the Bank Standstill occur). The terms of the Bank Standstill are materially the same as the terms provided to the Noteholders under the Standstill Scheme, except for certain additional interest payment undertakings, restrictions on the incurrence of indebtedness and further reporting obligations. In order to preserve equitable treatment of the Bank Lenders and the Noteholders, until the expiry of the Standstill Scheme, the Company provided these improved terms to the Noteholders in accordance with a deed poll dated 4 October 2016 signed by the Company. Under the Bank Standstill, the relevant Bank Lenders are stood still until 28 January 2017 provided that the Bank Standstill is not terminated early upon the occurrence of particular events. In

addition, each relevant Bank Lender also has a unilateral right to terminate their obligations at any time on or after 28 October 2016 under the Bank Standstill. As at the date of this letter, the Bank Standstill has not been terminated and is still in effect.

5.4 All other Bank Lenders who have not signed the Bank Standstill have been operating and continue to operate broadly in accordance with the general terms of the Bank Standstill and have not to date taken any enforcement action that they may be entitled to take pursuant to the terms of the Bank Facilities to the detriment of the Restructuring.

5.5 Following the Bank Standstill becoming effective, the Group has been progressing negotiations on the terms of the Restructuring with respect to the Bank Facilities. On 21 October 2016, as part of the continuing discussions with the Bank Lenders, the Group met with the co-ordinating committee of the Bank Lenders (the "**Bank Committee**") and their legal and financial advisers to discuss the terms of the Restructuring as it would apply to the Bank Facilities.

5.6 At such meeting, the Group discussed with the Bank Committee a proposal on the terms of the Restructuring applicable to the Bank Facilities, the material terms of which are set out below (the "**Banks' Proposal**").

5.7 Key features of the Banks' Proposal include:

(a) no "haircut" of principal indebtedness;

(b) the Bank Facilities are to be reprofiled at par into a single or an number of facilities and/or other similar debt instruments as may be agreed with the Banking Lenders with a final maturity in June 2023 (the "**New Facility**");

(c) contractual amortization including a sizeable balloon repayment at maturity;

(d) a quarterly or semi-annual cash sweep to repay the principal debt under the New Facility provided that the Group has a minimum cash balance of US$ 110 million both before and after such sweep payment (based on available cash balances);

(e) existing security, guarantees and sureties granted in favour of the Bank Lenders under the Bank Facilities will remain in place and there will be an additional pledge from a Group company or companies over an offshore bank account in respect of the cash sweep; and

(f) other terms with respect to dividends restrictions, covenant package and undertakings, and governance and monitoring will be materially on the same terms as the Noteholder Term Sheet.

5.8 As at the date of this letter, negotiations between the Group and Bank Lenders are still ongoing but have been progressing significantly. It is anticipated that the final term sheet as agreed with the Bank Lenders will have substantially similar terms to or will be equitable with those contained in the Noteholder Term Sheet. Accordingly, the Group anticipates that these terms will be finalised in the near future and, in any event, prior to the expiration of the Bank Standstill.

6. IMPLEMENTATION OF THE RESTRUCTURING

6.1 The Company and the Group are conscious of their duties to act in the best interests of all creditors and accordingly are in continuous communication with the Bank Committee and Steering Committee in order to take all steps necessary to effect the Restructuring, which is satisfactory to all its stakeholders, including the Noteholders and the Bank Lenders.

6.2 Given the expiry of the Standstill Scheme on 28 October 2016, the Group's continued constrained liquidity position and the outstanding Payment Defaults, it is crucial for the Notes Restructuring to be agreed with the Noteholders and implemented as soon as possible.

6.3 Accordingly, the Company has sent this letter today in order for the Scheme to be sanctioned as soon after 28 October 2016 as is possible. The Company notes that the main terms of the Noteholder Term Sheet were previously made publicly available on Wednesday 26 October 2016 by the Company via a

market-leading news provider which is available to market participants. As at the date of this letter, the Company is not aware of the existence of any dissentient Noteholders with regard to the terms of the proposed Scheme. In addition, the Company has agreed the Noteholder Term Sheet and a lock-up agreement (the "**Lock-up Agreement**") with the Steering Committee and their legal and financial advisers. On 18 November 2016, the Company entered into the Lock-up Agreement with Noteholders (including the Steering Committee) representing approximately 33% of the outstanding Notes. The key terms and principles of the Lock-up Agreement are set out in paragraph 12 below. The Lock-up Agreement is binding on those Noteholders who execute the agreement, which includes certain standstill provisions described in paragraphs 12.6 and 12.7 below.

6.4 Although the Scheme is a standalone process governing the restructuring of the Company's indebtedness solely with respect to the Noteholders, the Company and the Group consider that the Scheme in fact constitutes a critical stage of the holistic Restructuring, with the restructuring of the Bank Facilities constituting another, subsequent, stage. If the Scheme is not implemented, the failure of the Company to restructure its indebtedness with respect to its Noteholders would be fatal to the broader Restructuring and the continuing economic viability of the Company and the Group.

6.5 As a result of the Payment Defaults, subsequent acceleration or enforcement action may be taken against the Company, and consequently if this occurs, the Company will likely need to seek formal protective action from its creditors through the commencement of administration in England and Wales. Likewise some or all of the Sureties and Guarantors, and other members of the Group, will enter into voluntary or involuntary insolvency and other protective procedures in their relevant jurisdictions, which is likely to interrupt all of the Group's operations. In these circumstances, the directors believe that there will be significant destruction of value to those companies. Further, there are a number of practical and economic barriers which would prevent the Scheme Creditors from realising any meaningful value of the assets of the Sureties in a Ukrainian insolvency procedure, which would severely impact creditor recoveries in such a scenario.

6.6 The Company considers that if it enters insolvency proceedings, the Company will not be able to repay its creditors (including the Scheme Creditors) and, in actual fact, the Company engaged a firm to carry out detailed financial analysis which shows that recoveries would be extremely low in this scenario. The amounts and timing of distributions to its creditors would be very uncertain. However under the Restructuring, the Group anticipates that it will be able to repay the full principal amount outstanding to its creditors in accordance with the terms of the Noteholder Term Sheet and the Banks' Proposal and ultimately restore the Group's financial position and continued operations. The Company therefore intends to propose a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 as further described in this letter.

7. THE CONVENING HEARING

7.1 The Company intends to apply to the Court for permission to convene the Scheme Meeting at the Convening Hearing, currently scheduled for 2 December 2016 in the Companies Court, Royal Courts of Justice, 7 Rolls Building, Fetter Lane, London EC4A 1NL.

8. JURISDICTION

8.1 The Company considers that the Court has jurisdiction in relation to the Scheme on the basis that the Company is incorporated under the laws of England and Wales. Furthermore, a material number of Scheme Creditors are domiciled in England and Wales.

8.2 On this basis, the Company considers that the Court has jurisdiction in relation to the Scheme.

8.3 As the Notes are governed by New York law, the Company intends to make an application under Chapter 15, Title 11 of the United States Bankruptcy Code for the Scheme and the effects of the same to be recognised in the United States.

9. WHO WILL BE AFFECTED BY THE SCHEME?

9.1 The Scheme will affect Scheme Creditors. All Scheme Creditors (including those who do not vote in favour of the Scheme or those who do not vote at all in the Scheme) will be bound by the terms of the Scheme, along with the Company, if the Scheme is successful.

9.2 To avoid double counting in respect of the Scheme claims, the Trustee has confirmed that it will not exercise any voting rights to which it may be entitled as a Scheme Creditor.

10. THE OBJECTIVE OF THE SCHEME

10.1 The objective of the Scheme is to implement the terms agreed with the Steering Committee in relation to the Notes Restructuring. Further details of the Scheme will be set out in the explanatory statement (the "**Explanatory Statement**") to be provided in connection with the Scheme, which will be made available to Scheme Creditors shortly after the Convening Hearing (provided that the Court gives its permission to convene the Scheme Meeting).

11. NOTEHOLDER TERM SHEET

11.1 As referred to at paragraph 4.7 above, the Steering Committee agreed to the terms of the Noteholder Term Sheet on 18 November 2016. The key terms of the Noteholder Term Sheet (which are set out in full in Schedule 2) are as follows:

Restructuring fee

11.2 If the Scheme is sanctioned, all Noteholders (whether or not they qualified for a Lock-Up Fee) will be entitled to receive a fee of 0.75% of the outstanding principal of their holding of Existing Notes (including accrued and capitalized PIK interest) as at the Scheme record date, payable within 3 business days following the the date upon the Notes Restructuring becoming effective (the "**Restructuring Effective Date**") (the "**Restructuring Fee**").

Lock-up fee

11.3 If the Scheme is sanctioned, all Noteholders who: (i) hold Locked-up Notes (as defined in the Lock-up Agreement) on 15 December 2016; (ii) complete and submit to either Euroclear or Clearstream a valid voting instruction in favour of the Scheme; and (iii) submit an Account Holder Letter in favour of the Scheme to the Information Agent by 16 December 2016, shall be paid the Lock-up Fee (as defined in the Lock-up Agreement) in addition to the Restructuring Fee, within 3 Business Days following the Restructuring Effective Date.

Maturity

11.4 The Notes will be cancelled and replaced by a single note in the total aggregate principal amount of US$ 894,799,200[1] plus all interest capitalised or deferred and unpaid under the Standstill Scheme and interest accrued or deferred and unpaid between 28 October and the Restructuring Effective Date (excluding any default interest, fees or charges of similar effect) and any amount which the Bank Lenders swap/exchange into it (as described in paragraph 11.19 below) with a final maturity of 31 December 2024 (the "**New Notes**").

Amortisation

11.5 There will be contractual amortisation with the outstanding principal amount of the New Notes to be repaid in two equal instalments on 29 December 2023 and 31 December 2024. There is no makewhole provision, i.e. repayment at par of the New Notes may be made at any time without penalty, however a premium will apply to the compulsory repayment and/or prepayment of the New Notes during specified periods.

Interest rate

[1] This amount consists of US$ 750,000,000 and US$ 144,799, 200 as US$ 15 200 800 of the US$160m 10.375% March 2018 Notes were cancelled

11.6 The coupon of the New Notes is 10.75% p.a. with interest paid in cash quarterly and step-up in time, starting at 5.5% p.a. in 2017 (from the date that the Scheme is sanctioned) and 2018, 6.5% p.a. in 2019, 7.5% in 2020, 8.5% in 2021, 9.5% in 2022 and 2023, and 10.75% p.a. in 2024 in accordance with the terms of the New Notes. The amount equal to 10.75% p.a. minus the applicable cash payment interest rate for each year will be capitalised and compounded on a quarterly basis.

Cash sweep

11.7 There will be no cash sweep applicable to the New Notes.

Prepayment of the New Notes

11.8 Buybacks of the New Notes will be permitted without consent of the holders of the New Notes.

Optional Redemption

11.9 Customary optional redemption provisions from the Notes shall apply.

11.10 Optional redemption to be permitted with a premium, starting at a redemption price equal to 105.375% prior to 2020, 104.03125% in 2020, 102.6875% in 2021 and 100% from 2022 onwards, in each case, of the outstanding principal amount of the New Notes including capitalised and accrued interest.

Dividends

11.11 Dividends will be permitted subject to the following conditions at the time of payment:

(a) the net debt to EBITDA leverage ratio of the Group is below 1.5:1 both pre and post payment of the dividend;

(b) the proposed dividend payment shall not exceed 50% of consolidated net income of the Group in the year covered by the most recent annual financial statements prior to the dividend payment;

(c) the proposed dividend payment shall only be paid out of available cash of the Group in excess of US$ 110 million both pre and post payment of the dividend; and

(d) the entire outstanding aggregate principal amount of the Bank Facilities has been restructured in full and (ii) 50% of the indebtedness issued to refinance the Bank Facilities (including any Indebtedness under the Bank Facilities which is exchanged into the New Notes in accordance with the mechanism set out below in paragraph 11.19) must have been repaid at the relevant time and the average bond price must be at least 93% of the par value (such par amount including accrued and capitalised PIK interest) on 75% of trading days in the last 90 calendar day period prior to such dividend payment.

Capital expenditure

11.12 The Group shall not incur any capital expenditure other than Permitted Capital Expenditure (as defined in the Noteholder Term Sheet).

New debt incurrence

11.13 The Group may incur new additional indebtedness of up to a maximum aggregate amount of US$ 100 million, with a further maximum aggregate amount of US$ 200 million permitted if the Group's consolidated leverage ratio falls below prescribed thresholds as set out and subject to conditions in the Covenants attached as an appendix to the Noteholder Term Sheet.

Security, guarantees and sureties

11.14 The existing guarantees and sureties in respect of the Notes will be cancelled and replaced by guarantees and sureties from the same Guarantors and Sureties to secure the New Notes. There will be

no additional guarantees or sureties other than in accordance with the material subsidiary provision in the Notes, the threshold of which will be amended from 10% to 5%.

11.15 There will be an additional pledge from DEBV in respect of the receivable arising from the intercompany loans from DEBV to DTEK Oil & Gas B.V. ("**DTEK O&G**") (the "**DTEK O&G Receivable**"), which is subject to certain conditions.

DTEK O&G undertakings

11.16 DTEK O&G to transfer 25% of the share capital of PJSC Naftogazydobuvannya ("**NGD**") to a Dutch special purpose vehicle (**"SPV"**), with such SPV to become a co-obligor under the DTEK O&G Receivable.

11.17 Additional covenants and undertakings will apply to the SPV and DTEK O&G for the benefit of the Noteholders

11.18 The DTEK O&G Receivable documentation shall be amended to include:

(a) an increase in the interest rate of 1% p.a. in 2020 and further additional 1% p.a. in 2022 payable at maturity;

(b) that the proceeds of prepayment or repayment of the DTEK O&G Receivable at maturity shall be applied to repay the New Notes;

(c) the covenants and undertakings described in the Noteholder Term Sheet; and

(d) a provision that any amendment to the DTEK O&G Receivable documentation shall require the prior written consent of the Noteholders (other than if such amendments are required or arise as a matter of law or regulation or amendments of a technical nature which are not to the detriment of the Noteholders).

Any breach of any undertakings in respect of the DTEK O&G Receivable in the Noteholder Term Sheet, other than the requirement to maintain minimum reserves of 2P of 132.3 millions of barrels of oil equivalent, shall trigger a cross-default under the New Notes Indenture subject to any applicable grace and cure period as may be agreed in the DTEK O&G Receivable documentation.

Swap of Bank Facilities to New Notes

11.19 During the period commencing on or about the date on which the Explanatory Statement is published and on or around the date falling three days in advance of the date on which the Court considers whether to sanction the Scheme, a Bank Lender may exchange some or all of its indebtedness under the Bank Facilities for New Notes at par on or just after the Restructuring Effective Date. The maximum total aggregate amount of indebtedness which can be exchanged is US$ 300 million and if the total amount to be swapped amounts to more than US$300 million, such amounts will be exchanged on a pro rata basis to ensure that this does not exceed US$300 million.

Standstill

11.20 There will be a standstill of the Notes in line with the standstill terms of the Standstill Scheme, to be effective from the date of sanction of the Scheme until the Restructuring Effective Date.

Releases

11.21 The Scheme will contain the customary mutual releases.

Amendments to the Banks' Proposal and related documentation

11.22 The Steering Committee shall be authorised, if the scheme is approved, to amend the New Notes Documents on behalf of the Noteholders as a result of the Company's negotiations with the Bank Lenders in certain specified circumstances but can also require the Company to run a consent solicitation process to seek the approval of 75% by value of Noteholders.

Composition of the Steering Committee

11.23 To ensure the effectiveness of the provision set out in paragraph 11.22 above, no member of the Steering Committee may resign prior to the Long Stop Date (as defined in the Lock-up Agreement), or if any member wishes to resign an alternative must be appointed in their place.

11.24 DEBV will provide an indemnity in favour of the members of the Noteholder Committee and will release all claims that it may have against the members of the Noteholder Committee to cover such period.

Governing law and clearing of the New Notes

11.25 The New Notes will be governed by New York law and will be issued in global registered form and deposited with a common depositary for Euroclear and Clearstream. **The New Notes will not be eligible for settlement in the Depositary Trust Company. In order to receive New Notes, all Noteholders who hold positions in DTC will be required to move their positions into Euroclear or Clearstream. Any New Notes which cannot be issued to Noteholders shall be issued to and held by Lucid Issuer Services Limited on trust for the relevant Noteholder for a period of one year from the date that the Scheme becomes effective.**

12. LOCK-UP AGREEMENT

12.1 The key provisions of the Lock-up Agreement referred to in section 2 above are as follows:

Accession to the Lock-up Agreement and Lock-up Fee

12.2 A Noteholder can accede to the Lock-up Agreement at any time until 1 December 2016; by executing an accession deed in the form set out in Schedule 2 of this letter, and sending the same to the Information Agent at which point it will assume the same obligations and become entitled to the same rights under the Lock-up Agreement as if it had been an original party.

12.3 **To receive the Lock-up Fee, a Noteholder must:** (i) hold Locked-up Notes (as defined in the Lock-up Agreement) as at 15 December 2016; (ii) complete and submit to either Euroclear or Clearstream a valid voting instruction in favour of the Scheme; (iii) submit an account holder letter in favour of the Scheme to the Information Agent by 16 December 2016; and (iv) not have breached any provision of the Lock-up Agreement (as defined herein). **The full form Lock-up Agreement is available on the Scheme Website.**

Long Stop Date (27 January 2017)

12.4 Unless otherwise agreed between the relevant parties, the Lock-up Agreement will terminate and cease to have effect automatically on 27 January 2017 (unless extended) if the Restructuring Effective Date does not occur by on or before 27 January 2017 (or such extended date) (unless terminated earlier).

Noteholder Term Sheet

12.5 The Noteholder Term Sheet is appended to the Lock-up Agreement.

Standstill of the Noteholders

12.6 To provide a stable platform from which to implement the Notes Restructuring, the Noteholders who are party to the Lock-up Agreement agree to a moratorium on enforcement action, which is in line with the terms of the Standstill Scheme.

12.7 From the date of the Lock-up Agreement (or, if later, the date when a Noteholder accedes to the Lock-up Agreement) until termination of the same, the terms of the Standstill Scheme which are included in the Lock-up Agreement will govern the relationship between those Noteholders who are party to the Lock-up Agreement and the Group, notwithstanding the termination of the Standstill Scheme on 28 October 2016.

Support the Notes Restructuring

12.8 Each party to the Lock-up Agreement must take all reasonable steps required of it to support the Notes Restructuring, including (among other things) to provide necessary consents, vote in favour of any action and support any court application to implement the Notes Restructuring, and make all necessary securities and other filings and announcements in connection with matters contemplated by the Lock-up Agreement as and when necessary to comply with applicable law. No party may instruct a third party to take or refrain from taking any action that would be inconsistent with the terms of the Lock-up Agreement, or encourage, assist or support any action which would breach or be inconsistent with the Lock-up Agreement, or delay, impede or prevent the implementation or consummation of the Notes Restructuring.

Lock-up for Noteholders

12.9 Noteholders party to the Lock-up Agreement will not be permitted to sell or transfer their Locked-up Notes from the date of the Lock-up Agreement (or, if later, the date when they accede to the Lock-up Agreement) until the earlier of: (i) the date of the meeting of the Noteholders to vote on the Scheme (which will contain further standstill provisions in respect of the Notes); and (ii) termination of the Lock-up Agreement in accordance with the terms of the Lock-up Agreement, unless any such purchaser or transferee of such Notes accedes to and agrees to be bound by the Lock-up Agreement.

13. THE SCHEME MEETING AND THE PROPOSED VOTING CLASS

13.1 Under the terms of the Practice Statement it is the responsibility of the Company to formulate the class or classes of creditors for the purpose of convening meetings to consider and, if thought fit, approve the Scheme.

13.2 If the rights of creditors are so different or would be affected so differently by the Scheme as to make it impossible for them to consult together with a view to their common interest, they must be divided into separate classes and a separate meeting must be held for each class of creditor.

13.3 The Company has considered the rights of the Scheme Creditors against the Company in the absence of the Scheme and the rights of the Scheme Creditors under the proposed Scheme. Having considered these rights, the Company has concluded that it is appropriate that the Scheme Creditors vote in a single meeting of creditors.

13.4 The Company considers that the existing rights of the Scheme Creditors against the Company are not so dissimilar as to make it impossible for them to consult together with a view to a common interest, in that:

(a) As at the date of this letter, the moratorium provided for under the Standstill Scheme has expired and there is no moratorium with the Scheme Creditors in relation to the Payment Defaults. As a result, the Trustee is entitled to take steps to enforce each of the Notes at its discretion or if instructed by the Noteholders of at least 25% in principal amount of each of the respective Notes outstanding.

(b) If either of the Notes are accelerated as a result of the Payment Defaults, a cross-default event of default will occur under the terms of the other Notes. Upon the occurrence of any event of default under one of the Notes that is continuing, the Trustee of those Notes may, at its discretion and shall, if so instructed by the holders of at least 25% in principal amount of those Notes outstanding, accelerate those Notes, whereupon those Notes will be immediately due and payable, and the Trustee will become entitled to take steps to enforce those Notes at its discretion or if instructed by the Noteholders of at least 25% in principal amount of those Notes outstanding.

(c) If the circumstances outlined in the preceding subparagraphs occur, it is likely that the Company will enter administration in England and Wales or will be placed into liquidation proceedings by its creditors. In the event of the formal insolvency of the Company, the rights of the Scheme Creditors will be the same as unsecured creditors of the Company ranking *pari passu* between themselves.

13.5 In addition, the rights to be conferred on Scheme Creditors under the Scheme are the same. There is no differential treatment of the 2013 and 2015 Noteholders under the Scheme. Rather, the 2013 and 2015

Noteholders will be treated in the same way under the Scheme. In particular, if the Scheme becomes effective, the 2013 and 2015 Noteholders will each benefit from the same economic terms in the form of the New Notes.

13.6 Since 1 February 2016, the Company has been paying a transaction work fee to the Steering Committee in an aggregate amount of US$ 100,000 per month, which will continue until the Long Stop Date (as defined in the Lock-up Agreement), in addition to the payment of the costs incurred by the Steering Committee's legal and financial advisers. This fee has been fixed by reference to the amount of work likely to be involved by the members of the Steering Committee in working on the Restructuring as compensation for time spent and, in any case the Company considers that this fee is not sufficiently material to require Scheme Creditors who are entitled to receive this fee to be placed into a separate class from those who do not receive such a fee.

13.7 For these reasons, the Company considers that the rights of the Scheme Creditors are the same, or alternatively are not so dissimilar as to make it impossible for them to consult together with a view to a common interest.

13.8 Accordingly, it is proposed that a single meeting of the Scheme Creditors is convened for the purposes of considering and, if the Scheme Creditors think fit, approving the Scheme.

13.9 Under the provisions of Part 26 of the Companies Act 2006, for the Scheme to become effective:

(a) it must be approved by a majority in number, representing at least 75% in value, of each class of Scheme Creditors present and voting (either in person or by proxy) at the relevant meeting ordered to be summoned by the Court;

(b) it must be sanctioned by the Court at a subsequent Court hearing; and

(c) an office copy of the order sanctioning the Scheme must be delivered to the Registrar of Companies for England and Wales.

14. SCHEME CREDITOR ISSUES

14.1 As noted in paragraph 7.1, the Convening Hearing is expected to take place on 2 December 2016.

14.2 If you disagree with the Company's proposals regarding the convening of the Scheme Meeting outlined above (including the proposed composition of the voting class), wish to raise any other issue in relation to the constitution of the Scheme Meeting or any other matters that otherwise affect the conduct of the Scheme Meeting, or disagree with the Company's conclusion that the Court has jurisdiction to sanction the Scheme, you should write to Latham & Watkins (London) LLP as soon as practicable using the contact details below under paragraph 17 below setting out your concerns.

14.3 Please note that if the Scheme is approved at the Scheme Meeting, it will still be possible for Scheme Creditors to raise objections on the question of class and jurisdiction (as well as other matters) at a subsequent Court hearing to sanction the Scheme which is anticipated to be held on 21 December 2016. However, in that event, the Court is likely to expect Scheme Creditors to show good reason why they did not object to the constitution of the classes at an earlier stage.

15. SCHEME WEBSITE

15.1 The Information Agent has set up the Scheme Website (www.lucid-is.com/dtek) to disseminate information about the Scheme and to facilitate the implementation of the Scheme. Scheme Creditors may download documents relating to the Scheme from the Scheme Website once they have registered on the Scheme Website.

15.2 If a Scheme Creditor encounters any technical difficulties in accessing any Scheme Documentation (as defined below) via the Scheme Website, please contact the Information Agent using the details set out in paragraph 17 below. If a Scheme Creditor has questions of a general nature regarding the Scheme, please contact Rothschild, the Company's financial advisers or Latham & Watkins (London) LLP, the Company's legal advisers, using the details set out in paragraph 17 below. Physical copies of the

Scheme Documentation (as defined in paragraph 16.1 below) will be available from Latham & Watkins (London) LLP and the Information Agent at the address listed at paragraph 17 below.

16. NEXT STEPS

16.1 As noted above, we anticipate that the Convening Hearing will take place on 2 December 2016. Scheme Creditors will be notified in advance if there is a change to the proposed date. Shortly following the Convening Hearing, Scheme Creditors will be provided with certain documents in connection with the Scheme. The documents will be comprised of:

(a) a copy of the scheme of arrangement; and

(b) the Explanatory Statement required to be provided pursuant to section 897 of the Companies Act 2006 (which will include a notice setting out the relevant details for the Scheme Meeting),

(together, the "**Scheme Documentation**").

16.2 The Scheme Documentation will be made available by the Information Agent to the Scheme Creditors via the Scheme Website.

16.3 The Scheme Documentation will be uploaded to the Scheme Website and a notice in this regard will be circulated to Scheme Creditors via the Clearing Systems and the Irish Stock Exchange on or around 2 December 2016.

16.4 Assuming that the Court orders that the Scheme Meeting be convened by the Company, the proposed date on which the Scheme Meeting will be held is 19 December 2016.

17. CONTACT DETAILS AND FURTHER INFORMATION

If you have any questions in relation to this letter or the Scheme, please contact the Information Agent or the Company's legal advisers using the contact details below:

Lucid Issuer Services Limited, as the Information Agent

Email: dtek@lucid-is.com
Scheme Website: www.lucid-is.com/dtek

In London:
Tankerton Works
12 Argyle Walk, Kings Cross,
London WC1H 8HA
Telephone: +44 20 7704 0880

Rothschild, as the Company's financial advisers

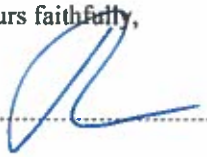
Email: project.genesis@rothschild.com

Latham & Watkins (London) LLP, as the Company's legal advisers

Email: John.Houghton@lw.com
Marc.Hecht@lw.com

In London:
99 Bishopsgate
London, EC2M 3XF
United Kingdom
Telephone: +44 20 7710 1000

Yours faithfully,



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Mr. Anton Mishyn
Attorney
Authorised signatory of the Company

cc:

GLAS Trust Corporation Limited
45 Ludgate Hill
London EC4M 7JU
United Kingdom

SCHEDULE 1

GUARANTORS AND SURETIES

1. DTEK Holdings Limited
2. DTEK Energy B.V.
3. DTEK Trading Limited
4. DTEK Investments Limited
5. DTEK Trading LLC
6. DTEK Skhidenergo LLC
7. DTEK Pavlogradugol PrJSC
8. DTEK Mine Komsomolets Donbassa PrJSC
9. Tehrempostavka LLC
10. DTEK Power Grid LLC
11. DTEK Energy LLC
12. DTEK Dobropolyeugol LLC
13. DTEK Rovenkyanthracite LLC
14. DTEK Sverdlovanthracite LLC
15. DTEK Dniproenergo PJSC
16. DTEK Zakhidenergo PJSC
17. Kyivenergo PJSC
18. DTEK Energougol Ene PrJSC
19. DTEK Trading SA

SCHEDULE 2

BINDING RESTRUCTURING HEADS OF TERMS

*This does not constitute an offer to sell or the solicitation of an offer to buy securities of DTEK Finance PLC (the "**Scheme Company**") or any other person. Capitalised terms have the meaning given to them in the Existing Notes indentures (as amended and supplemented by the terms set out in Appendix 2 to these Heads of Terms) and the Lock-up Agreement unless otherwise defined in this document including Appendix 1.*

KEY TERMS FOR THE NEW NOTES:

New Notes:

Existing US$750m 7.875% April 2018 Notes and US$160m 10.375% March 2018 Notes (the "**Existing Notes**") to be cancelled and replaced by a new single note in the aggregate principal amount of:

(a) US$ 894,799,200[2];

(b) all capitalized interest accrued or deferred and unpaid under the Existing Notes standstill scheme of arrangement (the "**Standstill Scheme**") and interest accrued or deferred and unpaid between 28 October and Restructuring Effective Date (excluding any default interest, fees or charges or related interest, fees or charges of similar effect) which will be rolled into the New Notes (as defined below); and

(c) any amount the Bank Lenders (as defined below) elect to swap their Existing Bank Debt exposure up to a maximum aggregate amount of US$300m in principal amount (plus any interest that has accrued or capitalized prior to the date of such exchange) into additional notes at par (in accordance with the mechanism set out below (*Swap of Existing Bank Debt for New Notes*)),

with a final maturity of 31 December 2024 (the "**New Notes**").

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

New Notes Amortisation:

The outstanding principal amount of the New Notes to be fully repaid in two instalments as follows: 50% on 29 December 2023 and 50% on 31 December 2024.

New Notes Step Up Coupon:

The New Note coupon shall be 10.75% p.a. which shall be payable as follows:

5.5% p.a. shall be paid in cash quarterly from the date on which the Restructuring Scheme is sanctioned by the Court until 31 December 2018.

6.5% p.a. shall be paid in cash quarterly from 1 January 2019 until 31 December 2019.

7.5% p.a. shall be paid in cash quarterly from 1 January 2020 until 31 December 2020.

8.5% p.a. shall be paid in cash quarterly from 1 January 2021 until 31 December

[2] This amount consists of US$750,000,000 of the 7.875% April 2018 Notes and US$144,799,200 of the 10.375% March 2018 Notes, as Notes in the amount of US$15,200,800 of the US$160m 10.375% March 2018 Notes (which were previously held by Restricted Subsidiaries) were cancelled pursuant to the Standstill Scheme.

2021.

9.5% p.a. shall be paid in cash quarterly from 1 January 2022 until 31 December 2023.

10.75% p.a. shall be paid in cash quarterly from 1 January 2024 until 31 December 2024.

Any interest unpaid in accordance with the above will PIK and compound on a quarterly basis. The Scheme Company will have the option to pay any such amount in cash rather than PIK provided that it notifies the Trustee no later than 20 Business Days prior to the commencement of the relevant quarter.

Prepayments of New Notes

Bond purchases

Bond purchases to be permitted in any manner without consent, provided all such New Notes shall then be delivered to the Trustee for cancellation and shall be cancelled by the Trustee not later than 20 Business Days after the date of the buy-back.

Redemption

Optional redemption

Customary optional redemption provisions from Existing Notes shall apply (e.g. Section 3.08 of the Existing Notes indentures (*Redemption for Changes in Taxes*)).

Optional redemption of the New Notes in whole or in part to be permitted as follows:

(a) Prior to 31 December 2019 the New Notes can be called at a redemption price equal to 105.375% (par plus 1/2 of the 10.75% coupon);

(b) from 1 January 2020 to 31 December 2020 the New Notes can be called at a redemption price equal to 104.03125% (par plus 3/8 of 10.75% coupon);

(c) from 1 January 2021 to 31 December 2021 the New Notes can be called at a redemption price equal to 102.6875% (par plus 1/4 of 10.75% coupon); and

(d) from 1 January 2022 onwards, a redemption price equal to 100%,

of the outstanding principal amount of the Notes as at the date of redemption which amount shall include accrued and capitalized PIK interest thereon to the date fixed for redemption.

Dividends

Dividends to be permitted and to be paid on or about 30 April each year (based on latest annual financial statements), in each case, subject to the following conditions at the time of payment:

(a) net debt to EBITDA leverage ratio of the Group must be less than 1.5:1 both prior to, and after, any such dividend payment based on the most recent annual consolidated financial statements prior to the dividend payment;

(b) the proposed dividend payment shall not exceed 50% of consolidated net income of the Group in the year covered by the most recent annual financial statements prior to the dividend payment;

(c) the proposed dividend payment shall only be paid out of available cash of the Group in excess of US$110m, ensuring that any such dividend

does not cause available cash to fall below US$110m; and

(d) 50% of the Existing Bank Debt owing to the bank lenders by the Group ("**Bank Lenders**") as at the date hereof which shall include, for the avoidance of doubt, any debt owing to the Bank Lenders which is subsequently exchanged into the New Notes in accordance with the mechanism set out below (*Swap of Existing Bank Debt for New Notes*) having been repaid, and the average bond price quoted on Bloomberg Finance LP being at least 93% of par value (such par amount including, for the avoidance of doubt, accrued and capitalized PIK interest) on 75% of trading days over a 90 day period prior to the contemplated dividend payment.

Lock-up Fee

If the Restructuring Scheme is sanctioned, all Noteholders who: (i) hold Locked-up Notes on the Record Date; (ii) complete and submit to either Euroclear or Clearstream a valid voting instruction in favour of the Restructuring Scheme; and (iii) submit an Account Holder Letter in favour of the Restructuring Scheme to the Information Agent by 16 December 2016, shall be paid the Lock-up Fee (as defined in the Lock-up Agreement) in addition to the Restructuring Fee, within 3 Business Days following the Restructuring Effective Date.

Restructuring Fee

If the Restructuring Scheme is sanctioned, all Noteholders (whether or not they qualified for a Lock-Up Fee) will be entitled to receive a fee of 0.75% of the outstanding principal of their holding of Existing Notes (including accrued and capitalized PIK interest) as at the Restructuring Scheme record date, payable within 3 business days following the Restructuring Effective Date (the "**Restructuring Fee**").

Covenant Package / Undertakings

CAPEX undertaking

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

Covenants

The New Notes covenant package shall consist of:

(a) the terms set out in Appendix 2 to these Heads of Terms[3]; and

(b) such other conforming or technical amendments as may be required and as set out in the definitive documentation.

Governance / Monitoring

No board representation.

Information/reporting requirements in Standstill Scheme no longer apply.

Scheme Company to publish on the Group's website the following:

(a) unaudited consolidated balance sheet, cashflow statement and profit & loss account of the Group on a quarterly basis within 60 days of the last day of the quarter to which such financials relate with the first such information being provided no later than 31 May 2017 and covering the first quarter of 2017; and

[3] To the extent there is any irreconcilable discrepancy between what is set forth in these Heads of Terms and Appendix 2, Appendix 2 shall govern.

(b) an operating report of the Group in the form set out in Appendix 3 to these Heads of Terms or as otherwise agreed between the parties, on a quarterly basis within 60 days of the last day of the quarter to which such report relates with the first such information being provided no later than 31 May 2017 and covering the first quarter of 2017.

Bank Lenders' existing security

Existing Security currently granted to all Bank Lenders to remain in place and may be shared between the Bank Lenders as they think fit, including turning over recoveries from any enforcement of such Security between themselves.

No additional Security to be granted in favour of the Bank Lenders, except a pledge over the cash sweep bank account(s).

Bank Lenders' existing guarantees/suretyships

No bank facility will benefit from increased guarantor or suretyship coverage as a result of the restructuring of the Existing Bank Debt save that where an Existing Bank Debt facility includes an undertaking or covenant equivalent to the Guarantor Coverage Covenant (*as defined below*), such facility may receive the same proportional enhancement.

Noteholders' existing guarantees/suretyships

Existing guarantees and sureties currently granted for the benefit of the Noteholders to remain in place and no additional guarantees or sureties save that the existing definition of "Significant Subsidiary" shall be amended such that "10%" shall be changed to "5%" ("**Guarantor Coverage Covenant**").

Noteholders' security

Security package and protections set out below to be provided solely for the benefit of the Noteholders by no later than the date falling 90 days after the Restructuring Effective Date:

(a) DTEK Oil & Gas shall transfer to a wholly-owned, Netherlands incorporated, special purpose vehicle ("**SPV**") 25% of the entire issued share capital of PJSC Naftogazvydobuvannya ("**NGD**"). The draft articles of association of the SPV shall be provided to the Noteholder Committee Advisors 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 the SPV shall be limited to the restricted activities of the SPV;

(c) SPV shall become a co-obligor with DTEK Oil & Gas under the DTEK O&G Receivable;

(d) DEBV shall grant a security assignment under English law over the DTEK O&G Receivable in favour of the Noteholders.

SPV/ DTEK Oil & Gas Undertakings/Covenants

1. SPV shall undertake not to:

(a) dispose of and/or grant any pledge over SPV's shareholding in NGD;

(b) incur any Indebtedness other than in order to repay or refinance the DTEK O&G Receivable in whole (but not in part);

(c) dilute or change in any way the existing share capital of NGD which is divided into one million seven hundred eleven thousand nine hundred and seventy (1,711,970) ordinary registered shares save for a proposed increase of the share capital of NGD in the amount of USD 305,000 which shall not result in the SPV's shareholding in NGD being diluted in any

percentage amount; or

(d) enter into any business activity or contract other than as envisaged by these Heads of Terms.

2. In addition:

(a) DTEK Oil & Gas shall refrain from disposing of and/or granting any pledge over its shareholding in SPV;

(b) Net debt to EBITDA leverage ratio of NGD must be less than 2.5:1 which shall be confirmed to the Trustee by an independent party on an annual basis with the first reporting period being from 1 January 2017 to 31 December 2017 with such confirmation to be provided not later than 120 days following the end of each reporting period;

(c) NGD to maintain minimum proven hydrocarbon reserves of 98.7 millions of barrels of oil equivalent and 2P of 132.3 millions of barrels of oil equivalent which shall be confirmed to the Trustee by an independent party on an annual basis with the first reporting period covering 31 December 2017 with such confirmation to be provided not later than 120 days following the end of each reporting period;

(d) DTEK Oil & Gas shall refrain from diluting or changing in any way the existing share capital of NGD which is divided into one million seven hundred eleven thousand nine hundred and seventy (1,711,970) ordinary registered shares save for a proposed increase of the share capital of NGD in the amount of USD 305,000 which shall not result in the SPV's shareholding in NGD being diluted in any percentage amount; and

(e) DTEK Oil & Gas and SPV shall each deliver, on an annual basis within 120 days following such year end, a director's certificate to the Trustee confirming compliance with 1(a)-(d) and 2 (a) and (d) immediately above with the first such certificate to be delivered not later than 30 April 2018.

Amendments to the DTEK O&G Receivable

The DTEK O&G Receivable documentation shall be amended and restated to include, *inter alia:*

(a) an increase in the interest rate of 1% p.a. in 2020 and further additional 1% p.a. in 2022 payable at maturity;

(b) a pledge that the proceeds of prepayment or repayment of the DTEK O&G Receivable at maturity shall be applied to repay the New Notes;

(c) the covenants and undertakings described herein; and

(d) a provision that any amendment to the DTEK O&G Receivable documentation shall require the prior written consent of the Trustee (acting on behalf of Noteholders representing in excess of 50% by value of the New Notes) (other than if such amendments are required or arise as a matter of law or regulation or amendments of a technical nature which are not to the detriment of the Noteholders).

Any breach of any undertakings in respect of the DTEK O&G Receivable in these Heads of Terms, other than the requirement to maintain minimum reserves of 2P of 132.3 millions of barrels of oil equivalent, shall trigger a cross-default under the New Notes Indenture subject to any applicable grace and cure period

as may be agreed in the DTEK O&G Receivable documentation.

Implementation	Single class scheme of arrangement of the Existing Notes. Chapter 15 recognition in US. Ancillary definitive documentation in respect of the Restructuring.
Governing Law	New Notes Indenture to be governed by New York law and these Heads of Terms to be governed by English law.
Excluded Bank Facilities	Oschadbank Facilities and ECA Facilities to be maintained outside the scope of the Restructuring.
Lock-up Agreement	Standstill of the Existing Notes and continuation of the terms contained in the Standstill Scheme and Deed Poll as per the terms of the Lock-up Agreement until the Restructuring Effective Date. This Heads of Terms is to be appended to a Lock-up Agreement between the Scheme Company and more than 30% by value of the holders of the Existing Notes.
Intercreditor Agreement	The Scheme Company, the Noteholders and the Bank Lenders, shall discuss the entry into an intercreditor agreement.
Cash sweep	For banks only, subject to minimum cash balance of US$110m (based on average unrestricted cash balances and cash equivalents, tested on a quarterly basis). For the avoidance of doubt, the cash used in relation to the cash sweep shall exclude: (i) any cash received as a prepayment or repayment of the DTEK O&G Receivable and (ii) any cash received from DTEK Oil & Gas, SPV, Actovent Investments Limited, Wolford Holdings Limited and NGD. A pledge over the cash sweep bank account(s) will be granted in favour of the Bank Lenders.
Swap of Existing Bank Debt for New Notes	Subject to (i) the Scheme Company and the obligors of the Existing Bank Debt electing (in their sole discretion) to offer Bank Lenders the opportunity to swap some or all of their indebtedness under their Existing Bank Debt for New Notes, and (ii) compliance with applicable securities laws, the Maximum Exchange Amount (*as defined below*) and the Maximum Exchange Restriction (*as defined below*), each Bank Lender may, subject to the terms and conditions of any such offer, elect to swap some or all of its indebtedness under its Existing Bank Debt for New Notes at par on or about the Restructuring Effective Date. A maximum aggregate principal amount of up to US$300m of Existing Bank Debt (the "**Maximum Exchange Amount**") will be eligible for the swap, provided that to the extent Bank Lenders elect to swap Existing Bank Debt in an aggregate amount in excess of the Maximum Exchange Amount, Existing Bank Debt tendered for exchange will be accepted on a pro rata basis (the "**Maximum Exchange Restriction**").
Releases	The Restructuring Scheme shall contain customary mutual releases of legal claims.
Amendments to the New Note Documents	The Restructuring Scheme shall provide that the Noteholder Committee is authorised (but without any liability attaching to the Noteholder Committee or its individual members) to take such decisions, actions or steps as are necessary as a result of the Scheme Company's negotiations with the Bank Lenders to amend the New Note Documents as follows: (a) If the effect of the Scheme Company's negotiations with the Bank Lenders, in the opinion of members of the Noteholder Committee holding in excess of 75% by value of the aggregate New Notes held by the Noteholder Committee, does not improve the position of the Bank Lenders to the detriment of the Noteholders under the Restructuring and

is not inconsistent with these Heads of Terms, but requires minor amendments to be made to the New Note Documents, the New Notes shall be amended accordingly notwithstanding that the Restructuring Scheme may have been sanctioned by the Court at such time.

(b) If the effect of the Scheme Company's negotiations with the Bank Lenders, in the opinion of members of the Noteholder Committee holding in excess of 75% by value of the aggregate New Notes held by the Noteholder Committee, does materially improve the position of the Bank Lenders to the material detriment of the Noteholders under the Restructuring or is inconsistent with these Heads of Terms, the substance of such terms shall be extended to the Noteholders and the New Note Documents shall be amended accordingly, notwithstanding that the Restructuring Scheme may have been sanctioned by the Court at such time.

(c) If the effect of the Scheme Company's negotiations with the Bank Lenders, in the opinion of members of the Noteholder Committee holding in excess of 75% by value of the aggregate New Notes held by the Noteholder Committee does materially improve the position of the Bank Lenders to the material detriment of the Noteholders under the Restructuring or is inconsistent with these Heads of Terms, the Noteholder Committee may in its sole discretion as an alternative to the steps set out in (b) above require that the Scheme Company seeks the approval of the Noteholders pursuant to a consent solicitation process in order to effect any requisite amendment of the New Note Documents. The Restructuring Scheme shall contain all necessary provisions to ensure that the consents required under such consent solicitation is holders of the New Notes holding more than 75% in principal amount of the New Notes.

Changes to composition of Noteholder Committee

No member of the Noteholder Committee may resign as a member of the Noteholder Committee at any time prior to the Long Stop Date.

The customary deed of release to be provided in the Scheme will be in a form agreed by the Noteholder 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 Noteholder Committee arising in respect of amendments made in accordance with (a) and (b) in the preceding section.

DEBV shall provide an indemnity to cover any liabilities of the Noteholder Committee in connection with the Scheme, as a result of the continuing role of the Noteholder Committee in the period between the Restructuring Effective Date and the date on which the restructuring of the Bank Lenders is implemented.

The commitment hereunder of the members of the Noteholder 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 Noteholder Committee

The Noteholder Committee shall continue to receive the agreed work fee, plus reasonable and documented travel and accommodation expenses relating to the Restructuring, until the earlier of the date on which (a) the restructuring of the Bank Lenders is implemented and (b) the Noteholder Committee is dissolved.

APPENDIX 1
DEFINITIONS

"**Additional Regulatory Capital Expenditure**" means any Capital Expenditure (other than any Business Plan Capital Expenditure) that is required to be incurred by the Parent Guarantor or any Restricted Subsidiary:

(a) under privatization, concession, asset lease or similar agreements (1) between the Parent Guarantor or such Restricted Subsidiary and Ukraine (directly or through any authorized agency or instrumentality thereof;

(b) by applicable law, regulation or any other regulatory act;

(c) any written order, demand, regulation, claim, request or communication by any regulatory authority:

(d) that is or will be directly or indirectly compensated by the Ukrainian government or any other regulatory or administrative authority (including, but not limited to, by way of tariff and financial support) within a period of not more than five years from the date of such Capital Expenditure.

"**Business Plan**" means the financial and production business plan model named "DTEK_fin_model_for_advisors-05-09-2016.xlsb" in respect of the Group that covers the period from the year 2016 up to and including 2030 that was prepared by the Group for the purposes of the long-term Restructuring and was shared with the financial advisers of the creditors of the Group on 5 September 2016.

"**Business Plan Capital Expenditure**" for any fiscal year means any Capital Expenditure in an amount not to exceed the aggregate amount in UAH equivalent based on the average exchange rate for such fiscal year calculated using the daily official exchange rates of the National Bank of Ukraine during that fiscal year indicated below (with such splits of UAH and USD being indicative):

For the fiscal year ending	**Business Plan Capital Expenditure**[4]
December 31, 2017	UAH 6,621.2 million, plus USD 238.7 million
December 31, 2018	UAH 6,630.8 million, plus USD 234.3 million
December 31, 2019	UAH 6,326.9 million, plus USD 221.2 million
December 31, 2020	UAH 6,196.5 million, plus USD 215.0 million
December 31, 2021	UAH 8,206.1 million, plus USD 282.3 million
December 31, 2022	UAH 9,203.0 million, plus USD 308.1 million
December 31, 2023	UAH 10,309.5 million, plus USD 335.8 million
December 31, 2024	UAH 10,845.5 million, plus USD 343.7 million

"**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 consented to by the Noteholders of at least 25% of the aggregate principal amount of the then outstanding New Notes (including, without limitation, Additional Notes, if any) voting as a single class.

[4] Splits of Capital Expenditure in the "Business Plan Capital Expenditure" column between UAH and USD reflects the assumption retained at the date of the Business Plan and is an indication (as at the date of the Business Plan) of the split of currency driver underlying the Capital Expenditure.

"**Court**" means the High Court of Justice of England and Wales;

"**Deed Poll**" means the deed poll entered into by the Scheme Company on 4 October 2016 in favour of the Noteholders;

"**DTEK Oil & Gas**" means at any time DTEK Oil & Gas B.V. and all of its Subsidiaries.

"**DTEK O&G Receivable**" 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 DEBV; 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 DEBV.

"**ECA Facilities**" means:

(a) EUR 9,921,598.68 Export Credit Facility Agreement dated 9 November 2011 (as amended from time to time) between UniCredit Bank Czech Republic, a.s. (as lender) and DTEK Holdings Limited (as borrower); and

(b) US$ 5,086,299.88 Facility Agreement dated 26 February 2013 (as amended from time to time) between Deutsche Bank A.G. Hong Kong Branch (as lender) and DTEK Holdings Limited (as borrower).

"**Existing Bank Debt**" means all present, contingent and future moneys, debts and liabilities due (but, for the avoidance of doubt, excluding any default rate, penalties, fines or similar payments that have accrued prior to the Restructuring), owing or incurred from time to time by the Group or any member of the Group to the Bank Lenders prior to the date of this Agreement

"**Group**" means at any time DEBV and all of its Subsidiaries.

"**Lock-up Agreement**" means the lock up agreement between the Scheme Company, DEBV and certain Noteholders.

"**New Note Documents**" means the New Notes Indenture and these Heads of Terms.

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

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

"**Noteholder Committee**" means the ad hoc committee of Noteholders from time to time.

"**Oschadbank Facilities**" means the revolving credit lines between DTEK Zakhidenergo PJSC and Oschadbank dated 4 September 2015 as amended, restated, refinanced or replaced with any other credit line(s) with Oschadbank.

"**Permitted Capital Expenditure**" means each of the following:

(a) Business Plan Capital Expenditure;

(b) Additional Regulatory Capital Expenditure;

(c) 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 any year may be carried forward and used by the Group in the following year in addition to the Permitted Carry Forward Amount permitted for that year; and

(d) Consent Capital Expenditure.

"**Permitted Carry Forward Amounts**" for any fiscal year means the lesser of (x) the Business Plan Capital Expenditure for the immediately preceding fiscal year less the actual Capital Expenditure incurred in the immediately preceding fiscal year (other than any Additional Regulatory Capital Expenditure and any Consent Capital Expenditure) and (y) the amount of Permitted Carry Forward Capital Expenditure indicated below in UAH equivalent based on the average exchange rate for such fiscal year calculated using the daily official exchange rates of the National Bank of Ukraine during that fiscal year (with such splits of UAH and USD being indicative):

For the fiscal year ending	**Permitted Carry Forward Capital Expenditure**[5]
December 31, 2017	UAH 1,036.6 million, plus USD 37.4 million
December 31, 2018	UAH 1,655.3 million, plus USD 58.5 million
December 31, 2019	UAH 994.6 million, plus USD 34.8 million
December 31, 2020	UAH 949.0 million, plus USD 32.9 million
December 31, 2021	UAH 619.6 million, plus USD 21.3 million
December 31, 2022	UAH 820.6 million, plus USD 27.5 million
December 31, 2023	UAH 920.3 million, plus USD 30.0 million
December 31, 2024	UAH 1,030.9 million, plus USD 32.7 million

"**Regulatory Capital Expenditure**" means:

(a) any Capital Expenditure incurred by the Group in accordance with the Group's annual investment programme which has been approved by the National Electricity Regulatory Commission of Ukraine from time to time; and

(b) any Capital Expenditure which must be incurred by the Group pursuant to the requirements of the National Electricity Regulatory Commission of Ukraine from time to time or any other similar government or regulatory authority, including, but not limited to, obligations assumed pursuant to privatisation / concession / asset lease or similar agreements entered into as at the date of this Head of Terms.

"**Restructuring**" means the restructuring of the financial indebtedness of the Group with respect to the holders of the Existing Notes on the terms set forth in this document.

"**Restructuring Completion**" means the completion of the Restructuring, including the completion of the New Notes issuance, the effectiveness of the Restructuring Transaction Security, and amendment and restatement of the guarantees and suretyships in relation to the New Notes.

"**Restructuring Effective Date** means the date on which the Restructuring Completion occurs as notified in writing by the Scheme Company to the Noteholder Committee's legal and financial advisors, the Trustee and the Noteholders.

[5] Splits of Capital Expenditure in the "Permitted Carry Forward Capital Expenditure" column between UAH and USD reflects the assumption retained at the date of the Business Plan and is an indication (as at the date of the Business Plan) of the split of currency driver underlying the Capital Expenditure.

"**Restructuring Scheme**" means a scheme of arrangement under English law initiated by the Scheme Company in respect of the Existing Notes for the purpose of implementing these Heads of Terms;

"**Restructuring Transaction Security**" means:

(a) the Security to be granted in favour of the Noteholders in accordance with the Restructuring;

(b) any other document entered into at any time by any member of the Group creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as Security for any of the New 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.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

APPENDIX 2

ARTICLE 1
DEFINITIONS

Section 1.01 *Definitions*.

"**Acquired Debt**" means, with respect to any specified Person, Indebtedness of any other Person existing at the time such other Person is merged, consolidated, amalgamated or otherwise combined with or into, or becomes a Restricted Subsidiary of, such specified Person.

"**Additional Regulatory Capital Expenditure**" means any Capital Expenditure (other than any Business Plan Capital Expenditure) that is required to be incurred by the Parent Guarantor or any Restricted Subsidiary:

(1) under privatization, concession, asset lease or similar agreements between the Parent Guarantor or such Restricted Subsidiary and Ukraine (directly or through any authorized agency or instrumentality thereof);

(2) by applicable law, regulation or any other regulatory act;

(3) by any written order, demand, regulation, claim, request or communication by any regulatory authority; or

(4) that is or will be directly or indirectly compensated by the Ukranian government or any other regulatory or administrative authority (including, but not limited to, by way of tariff and financial support) within a period of not more than five years from the date of such Capital Expenditure.

"**Asset Sale**" means any sale, lease, transfer or other disposal in a transaction or series of related transactions by the Parent Guarantor or any Restricted Subsidiary of all or any of the Equity Interests of any Subsidiary of the Parent Guarantor or any other property or assets of the Parent Guarantor or any Restricted Subsidiary and the issuance by any Restricted Subsidiary of Equity Interests; provided that "Asset Sale" shall not include:

(1) sales, leases, transfers or other disposals of inventory, stock-in-trade, goods, services and other current assets (including accounts receivable) in the ordinary course of business;

(2) dispositions by the Parent or any Restricted Subsidiary of assets or Equity Interests in a single transaction or a series of related transactions with an aggregate Fair Market Value of less than $5.0 million;

(3) any transfers of assets or transfer or issuances of Equity Interests to, between or among the Parent Guarantor and/or any Restricted Subsidiary;

(4) a disposition by the Parent or any Restricted Subsidiary of damaged, obsolete or worn-out equipment or equipment that is no longer useful in the conduct of business of the Parent or any Restricted Subsidiary and that is disposed in each case in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of the Parent Guarantor, no longer economically practicable to maintain or useful in the conduct of the business of the Group);

(5) the granting of any Lien not prohibited by this Indenture and dispositions in connection with a Permitted Lien;

(6) dispositions in accordance with a transaction governed by and in accordance with the first and third paragraphs of Section 5.01 or a transaction in accordance with Section 4.18;

(7) a Restricted Payment that is permitted by Section 4.06 and any Permitted Investment;

(8) the sale or other disposition of cash and Cash Equivalents;

(9) licenses and sublicenses by the Parent or any Restricted Subsidiary of software or intellectual property in the ordinary course of business so long as such licenses or sublicenses do not prohibit the licensor or sublicensor from using such software or intellectual property;

(10) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business; and

(11) any lease of assets without a transfer of title corresponding to such assets (*orenda*) in the ordinary course of business.

"**Available Cash**" means the amount of bank balances payable on demand that would appear on a consolidated balance sheet of the Parent Guarantor prepared in accordance with IFRS on the date of determination, excluding any restricted cash as determined in accordance with IFRS.

"**Business Plan Capital Expenditure**" for any fiscal year means any Capital Expenditure in an amount not to exceed the aggregate amount in UAH equivalent based on the average exchange rate for such fiscal year calculated using daily official exchange rates of the National Bank of Ukraine during that fiscal year indicated below (with such split of UAH and USD being indicative).

(a) For the fiscal year ending	(b) Business Plan Capital Expenditure
(c) December 31, 2017	(d) UAH 6,621.2 million, plus USD 238.7 million
(e) December 31, 2018	(f) UAH 6,630.8 million, plus USD 234.3 million
(g) December 31, 2019	(h) UAH 6,326.9 million, plus USD 221.2 million
(i) December 31, 2020	(j) UAH 6,196.5 million, plus USD 215.0 million
(k) December 31, 2021	(l) UAH 8,206.1 million, plus USD 282.3 million
(m) December 31, 2022	(n) UAH 9,203.0 million, plus USD 308.1 million
(o) December 31, 2023	(p) UAH 10,309.5 million, plus USD 335.8 million
(q) December 31, 2024	(r) UAH 10,845.5 million, plus USD 343.7 million

"**Capital Expenditure**" means any expenditure which would be treated as capital expenditure under IFRS or any obligation in respect of such expenditure.

"**Cash Equivalents**" means:

(1) Hryvnia, Russian Roubles, euro, U.S. dollars and British pound sterling;

(2) securities issued or directly and fully guaranteed or insured by the government of any of the United States of America or any member state of the European Union or Ukraine or any agency or instrumentality of any of the foregoing (provided that the full faith and credit of the relevant jurisdiction is pledged in support thereof) or by

any European Union central bank, and in each case having maturities of not more than one year from the date of acquisition;

(3) certificates of deposit, time deposits and money market deposits denominated in Hryvnia, Russian Roubles, euro, U.S. dollars or British pound sterling with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with a commercial bank or trust company (or with any Ukraine-based Subsidiary of such commercial bank or trust company) which commercial bank or trust company has one of the three highest rating categories obtainable from Moody's, Fitch or S&P, or with any Ukrainian commercial bank or trust company having one of the two highest rating categories obtainable by Ukrainian banks from Moody's, Fitch or S&P;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) of this definition above entered into with any commercial bank or trust company (or with any Ukraine-based Subsidiary of such commercial bank or trust company) which commercial bank or trust company has one of the three highest rating categories obtainable from Moody's, Fitch or S&P, or with any Ukrainian commercial bank or trust company having one of the two highest rating categories obtainable by Ukrainian banks from Moody's, Fitch or S&P;

(5) commercial paper having a rating at the time of the investment of at least "P-1" from Moody's or "A-1" from S&P (or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term debt obligations, an equivalent rating) and in each case maturing within one year after the date of acquisition; and

(6) money market funds at least 95.0% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition.

"**Clearstream**" means Clearstream Banking, *société anonyme*, and its successors.

"**Consent Capital Expenditure**" means any Capital Expenditure consented to by the Holders of at least 25% of the aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class.

"**Deleveraging Transaction Indebtedness**" means the Indebtedness described in Appendix D (*Deleveraging Transaction Indebtedness*).

"**Essential Credit Facilities**" means (i) the EUR 9,921,598.68 Export Credit Facility Agreement dated 9 November 2011 between DTEK Holdings Ltd and the lender thereto, in an aggregate principal amount not to exceed EUR 9,921,598.68 (including any refinancings thereof), (ii) the USD 5,086,299.88 Facility Agreement dated 26 February 2013 between DTEK Holdings Ltd and the lender thereto, in an aggregate principal amount not to exceed USD 5,086,299.88 (including any refinancings thereof) and (iii) the UAH 800,000,000 Facility Agreement dated 4 September 2015 between DTEK Zakhidenergo PJSC and the lender thereto, in an aggregate principal amount not to exceed UAH 800,000,000 (including any refinancings thereof), in each case as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (subject in each case to the limitations on aggregate principal amount of each such facility (including any replacements or refinancings thereof) set forth in this definition).

"**Exchanged Credit Facilities Amounts**" means the principal amount of Indebtedness under Existing Credit Facilities that has been exchanged for Notes.

"**Existing Credit Facilities**" means, as amended from time to time on or prior to November 16, 2016 and as in effect on November 17, 2016 (i) $25,605,236.5 facility agreement dated 2 April 2015 between DTEK Holdings Limited (as borrower) and the lenders party thereto; (ii) $375,000,000 facility agreement dated 7 August 2013 between, among others, DTEK Trading S.A (as borrower) and the lenders party thereto; (iii) €416,000,000 facility agreement dated 5 October 2012 between, among others, DTEK Holdings Limited (as borrower) and the lenders party thereto; (iv) €30,000,000 facility agreement dated 30 September 2011 between DTEK Holdings Limited (as borrower) and the lenders party thereto; (v) RUB 10,000,000,000 facility agreement dated 28 September 2011 between, among others, DTEK Holdings Limited (as borrower) and the lenders party thereto; (vi) $100,000,000 facility agreement dated 23 December 2013 between DTEK Trading LLC, DTEK Pavlogradugol PJSC, DTEK Skhidenergo LLC and the lenders party thereto; (vii) UAH 529,375,000 facility agreement dated 29 November 2012 between DTEK Skhidenergo LLC (as borrower) and the lenders party thereto; (viii) ISDA master agreement dated 19 December 2011 between Party A thereunder and DTEK Holdings Ltd as Party B and three cross currency swap transactions thereunder, evidenced separately by a confirmation dated 21 December 2011, a confirmation dated 18 January 2012 and a confirmation dated 31 January 2012 as amended by the Swap Amendment Agreement (as defined in the consent solicitation memorandum dated 17 June 2016) between DTEK Holdings Ltd and Party A thereunder; (ix) €13,845,115 termination agreement dated 2 July 2015 between DTEK Investments Limited (as borrower) and the lenders party thereto; and (x) up to RUB 5,350,000,000 facility agreement (Facility A) dated 7 August 2013 between DTEK Investments Limited (as borrower) and the lenders party thereto.

"**Existing Guarantor Coverage Ratios**" means provisions of the Existing Credit Facilities requiring the provision of guarantees:

(i) to maintain specified guarantor coverage ratios, or

(ii) if any individual Person that is a member of the Group exceeds specified thresholds of revenue, assets or other metrics;

provided, that if any Restricted Subsidiary that is not a Subsidiary Guarantor is required to become a Subsidiary Guarantor under the provisions of Section 4.15 as a result of such Restricted Subsidiary representing greater than five percent (5%) but not greater than ten percent (10%) of the total consolidated assets, proportionate share of total assets or consolidated income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle referred to in the definition of "Significant Subsidiary", then

(x) each such specified guarantor coverage ratio shall be deemed to be increased in proportion to the proportion of the Parent Guarantor's revenue, assets or other metric that is used for the calculation of such specified guarantor coverage ratio that is represented by such Restricted Subsidiary, and

(y) each such specified threshold shall be deemed to be decreased to one-half of the amount or percentage of such specified threshold.

"**Fair Market Value**" means, with respect to any property, asset or Investment, the fair market value of such property, asset or Investment at the time of the event requiring such determination, as determined in good faith by the senior management of the Parent Guarantor or of the relevant Subsidiary of the Parent Guarantor, as applicable, or, with respect to any property, asset or Investment in excess of $5.0 million (other than cash or Cash Equivalents), as determined in good faith by the Board of Directors of the Parent Guarantor.

"**Indebtedness**" means, without duplication, with respect to any specified Person, any indebtedness of such Person, whether or not contingent (including, without limitation, guarantees):

(1) in respect of moneys borrowed or raised;

(2) evidenced by bonds, notes, debentures, loan stock or similar instruments or letters of credit (or reimbursement agreements in respect thereof), excluding letters of credit or similar instruments supporting (i) trade payables (including any financial liabilities that constitute restructured trade payables) or (ii) obligations funding the acquisition of equipment or other tangible assets, in each case in the ordinary course of business that are not overdue by 45 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted;

(3) in respect of bankers' acceptances;

(4) in respect of the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable (including any financial liabilities that constitute restructured trade payables);

(5) representing Capital Lease Obligations or Attributable Indebtedness;

(6) representing net obligations under Hedging Obligations (the amounts of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time);

(7) all Disqualified Stock of such Person valued at the greater of its voluntary maximum fixed repurchase price and involuntary maximum fixed repurchase price but excluding accrued dividends; and

(8) Preferred Stock of any Subsidiary of the Parent Guarantor, excluding accrued dividends;

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with IFRS and, in addition, the term "Indebtedness" of a specified Person includes all indebtedness of any other Person secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, any guarantee by the specified Person of any Indebtedness of any other Person, and the amount of any Indebtedness outstanding as of any date shall be the accreted value thereof, in the case of any Indebtedness issued with original issue discount and the principal amount thereof, in the case of any other Indebtedness; provided that for the avoidance of doubt the term "Indebtedness" does not include trade payables, current liabilities (other than short-term debt and the current portion of long-term debt), retirement benefit obligations or investment obligations pursuant to concession or long-term lease agreements entered into with respect to assets leased by the Group from the Ukrainian government.

"**Maturity Date**" means December 31, 2024.

"**Parent Guarantor**" means DTEK Energy B.V., a company organized under the laws of The Netherlands.

"**Permitted Business**" means any business which is the same as any of the following businesses of the Parent Guarantor and Restricted Subsidiaries on the Issue Date: (i) coal mining and related coal exploration and development, (ii) heat and power generation, (iii) electricity transmission and distribution and (iv) any business related, ancillary or complementary to the foregoing.

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

Capital Expenditure and any Consent Capital Expenditure) and (y) the amount of Permitted Carry Forward Capital Expenditure indicated below in UAH equivalent based on the average exchange rate for such fiscal year calculated using daily official exchange rates of the National Bank of Ukraine during that fiscal year (with such splits of UAH and USD being indicative).

(s)	For the fiscal year ending	(t)	Permitted Carry Forward Capital Expenditure
(u)	December 31, 2017	(v)	UAH 1,036.6 million, plus USD 37.4 million
(w)	December 31, 2018	(x)	UAH 1,655.3 million, plus USD 58.5 million
(y)	December 31, 2019	(z)	UAH 994.6 million, plus USD 34.8 million
(aa)	December 31, 2020	(bb)	UAH 949.0 million, plus USD 32.9 million
(cc)	December 31, 2021	(dd)	UAH 619.6 million, plus USD 21.3 million
(ee)	December 31, 2022	(ff)	UAH 820.6 million, plus USD 27.5 million
(gg)	December 31, 2023	(hh)	UAH 920.3 million, plus USD 30.0 million
(ii)	December 31, 2024	(jj)	UAH 1,030.9 million, plus USD 32.7 million

"**Permitted Investments**" means:

(1) any Investment in the Parent Guarantor or in a Restricted Subsidiary (including in any Equity Interests of a Restricted Subsidiary);

(2) any Investment in cash or in Cash Equivalents;

(3) any Investment by the Parent Guarantor or a Restricted Subsidiary in a Person if as a result of such Investment such Person becomes a Restricted Subsidiary or such Person, in one transaction or a series of substantially concurrent related transactions, is merged, consolidated or amalgamated with or into, transfers or conveys substantially all of its assets to, or is liquidated into, the Parent Guarantor or a Restricted Subsidiary;

(4) Investments in stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Parent Guarantor or any Restricted Subsidiary or in satisfaction of judgments or administrative or tribunal decisions or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of a debtor;

(5) Investments in receivables owing to the Parent Guarantor or any Restricted Subsidiary, if created or acquired in the ordinary course of business;

(6) Investments represented by Hedging Obligations that are incurred for the purpose of fixing, hedging, swapping or managing interest rate, commodity price or foreign currency exchange rate risk, and not for speculative purposes;

(7) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made in compliance with Section 4.07;

(8) any purchases or repurchases of Notes;

(9) advances, loans or extensions of credit to suppliers in the ordinary course of business;

(10) Investments received in satisfaction of judgments;

(11) extensions of credit in the nature of accounts receivable or notes receivable arising in the sale or lease of goods in the ordinary course of business;

(12) any guarantee of Indebtedness permitted to be incurred by Section 4.05; and

(13) any Investment or cash payment in an amount not to exceed $4.0 million in the aggregate in any calendar month (when taken together with all other Investments made pursuant to this clause (13) in such calendar month); and

(14) Investments acquired after the Issue Date as a result of the acquisition by the Parent Guarantor or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into any member of the Group in a transaction that is not prohibited by Article 5 after the Issue Date; *provided* that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation.

"**Permitted Lien**" means:

(1) any Lien in respect of Indebtedness created by a Person prior to it becoming a Subsidiary of the Parent Guarantor or a Restricted Subsidiary, provided that such Lien was not created in contemplation thereof or in connection therewith;

(2) any Lien on property (including Capital Stock) existing at the time of acquisition of such property by the Parent Guarantor or any Restricted Subsidiary, provided that such Lien was not created in contemplation of such acquisition or in connection therewith;

(3) any Lien in favor of the Parent Guarantor or any Restricted Subsidiary;

(4) any Lien created to secure liabilities under letters of credit or bank guarantees issued in connection with the acquisition and disposal of inventory, stock in trade, goods, services and other current assets (and, in each case, the proceeds thereof) in the ordinary course of business;

(5) any Lien in respect of Hedging Obligations that are incurred under clause (5) of the second paragraph of Section 4.05 for the purpose of fixing, hedging or swapping interest rate, commodity price or foreign currency exchange rate risk, and not for speculative purposes, and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in interest rates, commodity prices or foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) any Lien arising in the ordinary course of banking transactions (including, without limitation, sale and repurchase transactions and share, loan and bond lending transactions), *provided* that the Lien is limited to the assets which are the subject of the relevant transaction, and any netting or set-off arrangements entered into by the Parent Guarantor or any Restricted Subsidiary for the purpose of netting debit and credit balances;

(7) any Lien in existence on the Issue Date;

(8) judgment or attachment liens against the Parent Guarantor or any Restricted Subsidiary not giving rise to an Event of Default;

(9) any Lien securing Permitted Refinancing Indebtedness, *provided* such Lien shall be limited to (a) all or part of the same property and assets that secured the Indebtedness being refinanced or (b) property and assets having an aggregate book value less than or equal to the property and assets which originally secured the Indebtedness being refinanced;

(10) any Lien for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with IFRS has been made therefor;

(11) any Lien imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(12) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(13) any Lien on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(14) any Lien on cash, Cash Equivalents or other property or assets used to defease or to satisfy and discharge Indebtedness; provided that such defeasance or satisfaction and discharge is not prohibited by this Indenture;

(15) any Lien to secure the performance of statutory obligations, insurance, surety or appeal bonds, workers compensation obligations, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations);

(16) any encumbrance or restriction with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) any extension, renewal or replacement in whole or in part of any Lien referred to in the foregoing paragraphs (1) through (16), inclusive, provided, however, that (i) the principal amount of Indebtedness secured thereby shall not exceed the principal amount of Indebtedness so secured at the time immediately preceding the time of such extension, renewal or replacement, and (ii) such extension, renewal or replacement shall be limited to all or a part of the assets which were covered by the Lien so extended, renewed or replaced;

(18) any Lien securing Indebtedness under clauses (10) or (11) of the second paragraph of Section 4.05; *provided* that, the aggregate book value of the assets (as reflected in the audited consolidated balance sheet for the Parent Guarantor as of the end of the most recent fiscal year or, if any such assets have been acquired since the date of such balance sheet, the cost of such acquired assets) subject to Liens incurred or existing pursuant to this clause (18) does not in the aggregate exceed 200.0% of the aggregate principal amount of Indebtedness secured by such Liens; and

(19) any Lien securing Indebtedness under clause (9) of the second paragraph of Section 4.05.

"**Permitted Refinancing Indebtedness**" means any Indebtedness of the Parent Guarantor or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to renew, refund, extend, refinance, replace, defease or discharge other Indebtedness of the Parent Guarantor or any of its Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased, refunded or discharged (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has (a) a final maturity date equal to or later than (i) the final maturity date of the Indebtedness being extended, refinanced, renewed, replaced, defeased, refunded or discharged or (ii) 91 days after the maturity date of the Notes and (b) a Weighted Average Life to Maturity that is equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, renewed, replaced, defeased, refunded or discharged;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased, refunded or discharged is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) if the Indebtedness being extended, refinanced, renewed, replaced, defeased, refunded or discharged is Indebtedness of the Issuer or a Guarantor, such Permitted Refinancing Indebtedness is incurred only by the Issuer or a Guarantor.

"**Restricted Payment Conditions**" means, at the time of such Restricted Payment, (a) after giving pro forma effect to such Restricted Payment as if such Restricted Payment had been made at the beginning of the most recently ended LTM Period prior to the date of such Restricted Payment, the Consolidated Leverage Ratio would not be greater than 1.5 to 1.0, (b) after giving pro forma effect to such Restricted Payment, Available Cash would be greater than $110.0 million, (c) (x) the Existing Credit Facilities have been exchanged, or renewed, refunded, refinanced, replaced, defeased or discharged, in full and (y) Restructured Credit Facilities have been repaid (and commitments thereunder terminated, if applicable) in an amount equal to or greater than 50% of the sum of (i) the aggregate principal amount of Indebtedness funded under Restructured Credit Facilities plus (ii) the Exchanged Credit Facilities Amounts and (d) the average trading price of the Notes as quoted by Bloomberg Finance LP has been at least 93.0% of the par value (including, for the avoidance of doubt, capitalized interest) of the Notes on 75% of the 90 calendar days immediately preceding the date of such Restricted Payment.

"**Restructured Credit Facilities**" means any Permitted Refinancing Indebtedness (other than Additional Notes) issued in exchange for, or the net proceeds of which are used to renew, refund, extend, refinance, replace, defease or discharge, the Existing Credit Facilities, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"**Significant Subsidiary**" means any Restricted Subsidiary which meets any of the following conditions:

(1) the Parent Guarantor and the Restricted Subsidiaries' investments in and advances to such Subsidiary exceed five percent (5%) of the total consolidated assets of the Parent Guarantor and the Restricted Subsidiaries as of the end of the most recently completed financial year; or the Parent Guarantor and the Restricted Subsidiaries'

proportionate share of the total assets (after intercompany eliminations) of such Restricted Subsidiary exceeds five percent (5%) of the total consolidated assets of the Parent Guarantor and the Restricted Subsidiaries as of the end of the most recently completed financial year; or

(2) the Parent Guarantor and the Restricted Subsidiaries' equity in the consolidated income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of such Restricted Subsidiary exceeds five percent (5%) of such consolidated income of the Parent Guarantor and the Restricted Subsidiaries for the most recently completed financial year.

"**Unrestricted Subsidiary**" means any Subsidiary of the Parent Guarantor and its direct or indirect Subsidiaries that is designated at any time by the Board of Directors of the Parent Guarantor as an Unrestricted Subsidiary, but only if such designation and the related Investment of the Parent Guarantor in such Subsidiary complies with the limitations of Section 4.06, and if:

(1) no Default or Event of Default will have occurred and be continuing or would otherwise result therefrom;

(2) after giving effect to such designation, the Consolidated Leverage Ratio would not be greater than 3.0 to 1.0;

(3) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation and at all times thereafter, consist of non-recourse debt to the Parent Guarantor or any Restricted Subsidiary (other than recourse to the Equity Interests of an Unrestricted Subsidiary);

(4) neither such Subsidiary nor any of its Subsidiaries are party to any agreement, contract, arrangement or understanding with the Parent Guarantor, the Issuer or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding (a) are no less favorable to the Parent Guarantor or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Parent Guarantor or (b) are (or at the time of entering into the contract, agreement, arrangement, understanding or obligation would have been) otherwise permitted under Section 4.09;

(5) each of such Subsidiary and its Subsidiaries is a Person with respect to which neither the Parent Guarantor nor any Restricted Subsidiary has any direct or indirect obligation (A) to subscribe for additional Equity Interests of such Person or (B) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

(6) neither such Subsidiary nor any of its Subsidiaries owns any Equity Interests or Indebtedness of, or has any Investment in or owns or holds any Lien on any property of, the Parent Guarantor or any other Subsidiary of the Parent Guarantor which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(7) such designation is consented to by the Holders of at least 90% of the aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes).

ARTICLE 4
COVENANTS

Section 4.01 *Payment of Notes.*

No later than 10 a.m. (London time) on the Business Day prior to a payment date, the Issuer shall pay or cause to be paid the principal of, interest and premium and Additional Amounts, if any, on the Notes in the manner provided in the Notes. Principal, interest, premium and Additional Amounts, if any, shall be considered paid on the date due if the Principal Paying Agent, receives such payment by such time in the manner provided in the Notes. Principal, premium, if any, Additional Amounts, if any, and interest shall be considered paid on the date due if the Issuer holds, in an account with the Paying Agent, if other than the Issuer or a Subsidiary thereof, by 10 a.m. (London time) on the Business Day prior to the due date, money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, Additional Amounts, if any, and interest then due.

Principal of, interest, premium and Additional Amounts, if any, on Global Notes will be payable at the corporate trust office or agency of the Paying Agent. All payments on the Global Notes will be made by transfer of immediately available funds to an account of the Holder of the Global Notes in accordance with instructions given by that Holder.

Principal of, interest, premium and Additional Amounts, if any, on any Definitive Registered Notes will be payable at the corporate trust office or agency of any Paying Agent in any location required to be maintained for such purposes pursuant to Section 2.03. In addition, interest on Definitive Registered Notes may be paid by check mailed to the person entitled thereto as shown on the Register for such Definitive Registered Notes.

The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02 *Maintenance of Office or Agency.*

The Issuer shall maintain the offices and agencies specified in Section 2.03. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the corporate trust office of the Trustee.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however,* that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York, the City of London and Luxembourg for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuer hereby designates the corporate trust office of the Trustee (the address of which is specified in Section 12.01) as one such office or agency of the Issuer in accordance with Section 2.03.

Section 4.03 *Compliance Certificate.*

(a) The Issuer shall deliver to the Trustee, within 90 days after the end of each fiscal year (without the need for any request by the Trustee), and within 21 days of a request, an Officer's Certificate stating that a review of the activities of the Issuer, the Parent Guarantor and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Issuer

has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge, the Issuer has kept, observed, performed and fulfilled each and every covenant and is not (and has not been since the date of the last such certificate, or if none, since the Issue Date) in Default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, interest or Additional Amounts, if any, on, the Notes is prohibited or if such event has occurred, a description of the event and what action the Issuer is taking or proposes to take with respect thereto.

(b) The Issuer shall, so long as any of the Notes are outstanding, deliver to the Trustee, promptly, in any case within 15 days, upon the Issuer becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

Section 4.04 *Stay, Extension and Usury Laws.*

Each of the Issuer and the Guarantors covenants (to the extent that it may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and each of the Issuer and any Guarantor (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.05 *Limitation on Indebtedness.*

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (individually and collectively, to **"incur")** any Indebtedness (including Acquired Debt).

Notwithstanding the preceding paragraph, the Parent Guarantor and its Restricted Subsidiaries may incur the following items of Indebtedness (collectively, **"Permitted Indebtedness"):**

(1) Indebtedness of the Parent Guarantor owing to and held by any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary owing to and held by any of the Parent Guarantor or any other Restricted Subsidiary; *provided, however*, that:

(a) in the case of Indebtedness of the Issuer or a Guarantor owing to and held by a non-Guarantor Restricted Subsidiary, such Indebtedness of the Issuer or such Guarantor is expressly subordinated in right of payment (whether at Stated Maturity, acceleration or otherwise) to the prior payment in full in cash of all obligations with respect to the Notes or Notes Guarantees, as applicable; and

(b) (i) any subsequent issuance or transfer of Equity Interests or any other event which results in any such Indebtedness being beneficially held by a Person other than the Parent Guarantor or a Restricted Subsidiary and (ii) any sale or other transfer of any such Indebtedness to a Person other than the Parent Guarantor or a Restricted Subsidiary shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the issuer or borrower thereof which is not permitted under this clause (1);

(2) Indebtedness of the Issuer and the Guarantors represented by the Notes issued on the Issue Date and the Notes Guarantees, respectively;

(3) Indebtedness outstanding on the Issue Date;

(4) Permitted Refinancing Indebtedness incurred in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted under clauses (2), (3), or (4) of this paragraph;

(5) Hedging Obligations that are incurred for the purpose of fixing, hedging, swapping or managing interest rate, commodity price or foreign currency exchange rate risk, and not for speculative purposes not to exceed $75.0 million at any time outstanding;

(6) Indebtedness in respect of workers' compensation claims, self-insurance obligations, bankers' acceptances, performance, surety or appeal bonds or completion guarantees provided in the ordinary course of business and not in connection with the borrowing of money or the obtaining of advances of credit;

(7) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds; *provided* that such Indebtedness is extinguished within five Business Days of incurrence;

(8) Indebtedness representing the guarantee by the Parent Guarantor or any Restricted Subsidiary of (i) Indebtedness incurred under clauses (10) and (11) of this paragraph, (ii) Indebtedness under Restructured Credit Facilities; *provided* that in the case of this subclause (ii) such guarantee would have been required by the Existing Guarantor Coverage Ratios and (iii) Permitted Refinancing Indebtedness incurred in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge, any Essential Credit Facilities;

(9) (x) Indebtedness in respect of any customary cash management or netting or setting off arrangements in the ordinary course of business and (y) Indebtedness in respect of customary cash pooling arrangements in the ordinary course of business; *provided*, that, in the case of this subclause (y), (i) such Indebtedness is secured over funds deposited with such financial institution by another member of the Group (the "**Depositor**"), and (ii) the Parent Guarantor or Restricted Subsidiary, as the case may be, and the Depositor are co-obligors in respect of such Indebtedness;

(10) Indebtedness not to exceed $100.0 million in the aggregate at any time outstanding; and

(11) Indebtedness with a maturity of less than one year not to exceed (a) $100.0 million in the aggregate at any time outstanding if on the Transaction Date, and after giving effect to the incurrence of such Indebtedness, on a pro forma basis, the Consolidated Leverage Ratio would not be greater than 2.5 to 1.0, or (b) $200.0 million in the aggregate at any time outstanding if on the Transaction Date, and after giving effect to the incurrence of such Indebtedness, on a pro forma basis, the Consolidated Leverage Ratio would not be greater than 2.0 to 1.0.

For purposes of determining compliance with this Section 4.05, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (11) above, the Parent Guarantor will be permitted to classify such item of Indebtedness at the time of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this Section 4.05.

Accrual of interest, accrual of dividends, amortization of debt discount, the accretion of accreted value, the payment of interest in the form of additional Indebtedness and the payment of dividends on Preferred Stock or Disqualified Stock in the form of additional shares of Preferred Stock or Disqualified Stock, the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of redemption or the making of a mandatory offer to purchase such Indebtedness and the reclassification of preferred stock as Indebtedness due to a change in accounting principles will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.05.

For purposes of determining compliance with any U.S. dollar denominated restriction on the incurrence of Indebtedness, the U.S. dollar equivalent principal amount of Indebtedness denominated in a currency other than U.S. dollars shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term Indebtedness, or first committed, in the case of revolving credit Indebtedness; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than U.S. dollars, and such refinancing would cause the applicable U.S. dollar dominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar dominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced (plus all accrued interest on the Indebtedness being refinanced and the amount of all expenses and premiums incurred in connection therewith), *provided* that if any such Indebtedness denominated in a different currency is subject to a currency agreement (with respect to U.S. dollars) covering principal amounts payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. dollars will be adjusted to take into account the effect of such agreement. The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing. Notwithstanding any other provision of this Section 4.05, other than with respect to Indebtedness under Section 4.05(5) the maximum amount of Indebtedness that the Parent Guarantor or any Restricted Subsidiary may incur pursuant to this Section 4.05 shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount or liquidation preference of the Indebtedness, in the case of any other Indebtedness;

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(a) the Fair Market Value of such assets at the date of determination; and

(b) the amount of such Indebtedness of the other Person.

For purposes of determining compliance with this Section 4.05, guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the amount of such Indebtedness; *provided* that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.05.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur any Indebtedness that is or purports to be by its terms (or by the terms of any agreement governing such Indebtedness) subordinated to any other Indebtedness of the Parent Guarantor or of such Restricted Subsidiary, as the case may be, unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinate to the Notes or the Notes Guarantee, to the same extent and in the same manner as such Indebtedness is subordinated to such other Indebtedness of the Parent Guarantor or such Restricted Subsidiary, as the case may be. For purposes of the foregoing, no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Parent Guarantor or any Restricted Subsidiary solely by virtue of being unsecured or secured by a junior priority lien or by virtue of the fact that the holders of such Indebtedness have entered into intercreditor agreements or other arrangements giving one or more of such holders priority over the other holders in the collateral held by them.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise, or permit to exist, any Indebtedness of the Parent Guarantor or any Restricted Subsidiary owing to any direct or indirect shareholder or Affiliate of the Parent Guarantor or any Restricted Subsidiary (other than the Parent Guarantor or any Restricted Subsidiary) other than (i) Indebtedness that (x) is Subordinated Indebtedness and (y) by the terms of the agreement or instrument governing such Indebtedness, (1) does not permit any amortization, redemption or other repayment of principal or any sinking fund payment and (2) does not permit payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts, in each case for so long as the Notes are outstanding; (ii) Hedging Obligations; (iii) Indebtedness permitted to be incurred under this Section 4.05 owing to and held by Affiliates of the Parent Guarantor that are commercial banks; and (iv) any Indebtedness representing the balance deferred and unpaid of the purchase price of any property; *provided*, that the transaction or transactions in which the Parent Guarantor or the relevant Restricted Subsidiary purchases such property is on terms that are no less favorable to the Parent Guarantor or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction by it with a Person that is not an Affiliate of the Parent Guarantor.

Section 4.06 *Limitation on Restricted Payments*.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary, directly or indirectly, to:

(1) declare or pay any dividend or make any other payment or distribution on account of the Parent Guarantor's or any Restricted Subsidiaries' Equity Interests of (including, without limitation, any payment in connection with any merger or consolidation involving the Parent Guarantor or any Restricted Subsidiary) or to the direct or indirect holders of Equity Interests of the Parent Guarantor or any Restricted Subsidiary in their capacity as such, in each case, other than dividends, payments or distributions payable in Equity Interests (other than Disqualified Stock) of the Parent Guarantor or payable to the Parent Guarantor or any Restricted Subsidiary;

(2) purchase, redeem, defease or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Parent Guarantor or any Restricted Subsidiary) any Equity Interests of the Parent Guarantor, any Parent, or any Restricted Subsidiary (other than, in each case, any such Equity Interests owned by the Parent Guarantor or any Restricted Subsidiary);

(3) make any payment on or with respect to, or purchase, redeem, defease, set-off or otherwise acquire or retire for value, any Indebtedness (excluding (x) intercompany Indebtedness between or among the Parent Guarantor and any Restricted Subsidiary or (y) payments, purchases, redemptions, set-off or other acquisition or retirement for value of (i) the Existing Credit Facilities (including any capitalized interest); *provided*, that any such payment, purchase, redemption, defeasance, set-off, acquisition or retirement is made solely for purposes of refinancing such Existing Credit Facilities as Restructured Credit Facilities, (ii) the Restructured Credit Facilities, (iii) the Essential Credit Facilities, (iv) Deleveraging Transaction Indebtedness and (v) Indebtedness under clauses (2), (5), (6), (7), (8), (9), (10) or (11) of the second paragraph of Section 4.05); or

(4) make any Restricted Investment,

(all such payments and other actions set forth in clauses (1) through (4) of this paragraph being collectively referred to as "**Restricted Payments**"), unless, at the time and after giving effect to such Restricted Payment,

(I) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(II) the Restricted Payment Conditions are satisfied; and

(III) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Parent Guarantor and the Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (2), (3)(ii), (4) and (5) of the second paragraph of this Section 4.06), shall not exceed the sum (the **"Restricted Payments Basket")** (without duplication) of:

(a) 50% of the Consolidated Net Income of the Parent Guarantor for the period (taken as one accounting period) beginning on January 1, 2017 and ending at the end of the Parent Guarantor's then most recently ended fiscal six-month period for which internal financial statements are available prior to the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit);

(b) 100% of the aggregate net cash proceeds (including Cash Equivalents) received by the Parent Guarantor from the issue or sale (other than to a Subsidiary of the Parent Guarantor) of, or from capital contributions with respect to, Equity Interests of the Parent Guarantor (other than Disqualified Stock) after the Issue Date, other than any such proceeds or assets received from a Subsidiary of the Parent Guarantor;

(c) 100% of the aggregate principal amount of Indebtedness (other than Subordinated Indebtedness) of the Parent Guarantor or any Restricted Subsidiary incurred subsequent to the Issue Date (other than to a Subsidiary of the Parent Guarantor) that has been converted or exchanged into Equity Interests (other than Disqualified Stock) of the Parent Guarantor (less the amount of any cash, or other property, distributed by the Parent Guarantor upon such exchange or conversion);

(d) 100% of the aggregate net cash and Cash Equivalents received by the Parent Guarantor or any Restricted Subsidiary since the Issue Date (to the extent not included in Consolidated Net Income) from a Restricted Investment made after the Issue Date (up to the amount of such Restricted Investment), whether through interest payments, principal payments, dividends or other distributions and payments or the sale or other disposition thereof (other than a sale as disposition made to a Subsidiary of the Parent Guarantor);

(e) to the extent that any Restricted Investment that was made after the Issue Date and reduced the Restricted Payments Basket is made in an entity that subsequently becomes a Restricted Subsidiary or is subsequently sold for cash, the amount of such Restricted Investment;

(f) to the extent that any Unrestricted Subsidiary of the Parent Guarantor designated as such after the Issue Date is redesignated as a Restricted Subsidiary after the Issue Date, the lesser of (x) the Fair Market Value of the Parent Guarantor's interest in such Subsidiary as of the date of such redesignation and (y) the aggregate amount of the Restricted Investments in such Subsidiary prior to such redesignation to the extent such investments reduced the Restricted Payments Basket (less any return on such investment received by the Parent Guarantor and/or any Restricted Subsidiaries prior to such redesignation, to the extent such return on investment increased the Restricted Payments Basket); and

(g) 100% of any dividends received in cash by the Parent Guarantor or a Restricted Subsidiary after the Issue Date from an Unrestricted Subsidiary of the Parent Guarantor, to the extent that such dividends were not otherwise included in the Consolidated Net Income of the Parent Guarantor for such period.

The first paragraph of this Section 4.06 will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or the giving of the redemption notice, as the case may be, if at the date of declaration or notice the dividend or redemption payment would have complied with the provisions of this Indenture;

(2) (x) the redemption, repurchase, retirement or other acquisition for value of any Indebtedness of the Parent Guarantor or any Restricted Subsidiary (a) in exchange for, on a cashless basis, Equity Interests (other than Disqualified Stock) of the Parent Guarantor or from the substantially concurrent contribution to the common equity capital of the Parent Guarantor (*provided* that such increase in equity shall not be taken into account for purposes of clause (III)(b) of the first paragraph of this Section 4.06) or (b) in exchange for, on a cashless basis, Permitted Refinancing Indebtedness which refinances such Indebtedness permitted to be incurred under Section 4.05, or (y) the redemption, repurchase, retirement or other acquisition for value of any Equity Interests of the Parent Guarantor or any Restricted Subsidiary in exchange for, on a cashless basis, Equity Interests (other than Disqualified Stock) of such Person (*provided* that such newly issued equity shall not be taken into account for purposes of clause (III)(b) of the first paragraph of this Section 4.06);

(3) the payment of any dividend (or in the case of a partnership or limited liability company, any similar distribution) by a Restricted Subsidiary (i) to the holders of its Equity Interests on a *pro rata* basis and (ii) as required by Ukrainian law to minority shareholders or the Ukrainian government (represented by any relevant authority or agency);

(4) the repurchase of Equity Interests deemed to occur upon the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options;

(5) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Parent Guarantor or any preferred stock of any Restricted Subsidiary issued on or after the Issue Date in accordance with Section 4.05; and

(6) payments of cash, dividends, distributions, advances or other Restricted Payments by the Parent Guarantor or any of its Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person.

The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Parent Guarantor or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment.

Section 4.07 *Limitation on Sales of Assets and Subsidiary Stock.*

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, make any Asset Sale unless:

(1) the Parent Guarantor or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (including as to the value of all non-cash consideration), measured as of the date of the definitive agreement with respect to such Asset Sale, of the assets or Equity Interests issued or sold or otherwise disposed of;

(2) (i) with respect to any Asset Sale involving Equity Interests or other property or assets involving aggregate consideration in excess of $25.0 million, the Parent Guarantor delivers to the Trustee a Director's Certificate certifying that such Asset Sale complies with clause (1) above and (x) a resolution of the majority of the Disinterested Directors of the Parent Guarantor's board of directors with respect to such Asset Sale resolving that such Asset Sale complies with clause (1) above, (y) if there are no Disinterested Directors of the Parent Guarantor's board of directors with respect to such Asset Sale or there are insufficient Disinterested Directors of the Parent Guarantor's board of directors with respect to such Asset Sale to form a quorum for passing a resolution as required under the articles of association of the Parent Guarantor, a resolution of the majority of the Disinterested Directors of the Parent Guarantor's supervisory board with respect to such Asset Sale (or in the event that there is

only one such Disinterested Director, by the resolution of such Disinterested Director) resolving that such Asset Sale complies with (1) above, and (z) if there are no such Disinterested Directors of the Parent Guarantor's supervisory board with respect to such Asset Sale, a written opinion issued by an Independent Appraiser that such Asset Sale complies with (1) above, (ii) with respect to any Asset Sale involving Equity Interests or other property or assets involving aggregate consideration in excess of $50.0 million, the Parent Guarantor delivers to the Trustee a written opinion issued by an Independent Appraiser that such Asset Sale complies with clause (1) above and (iii) with respect to any Asset Sale involving Equity Interests or other property or assets involving aggregate consideration in excess of $100.0 million, the Holders of at least 40% of the aggregate principal amount of the then outstanding Notes (including Additional Notes, if any), voting as a single class, consent to and approve such Asset Sale; and

(3) at least 75% of the consideration thereof received in the Asset Sale by the Parent Guarantor or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Parent Guarantor's most recent consolidated balance sheet, of the Parent Guarantor or any Restricted Subsidiary (other than contingent liabilities and liabilities that are Subordinated Indebtedness) that is assumed by the transferee of any such assets pursuant to a customary novation, set-off or indemnity agreement that releases the Parent Guarantor or such Restricted Subsidiary from or indemnifies against further liability;

(b) any securities, notes or other obligations received by the Parent Guarantor or any such Restricted Subsidiary from such transferee that are contemporaneously, subject to ordinary settlement periods, converted by the Parent Guarantor or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion; and

(c) any Equity Interests or assets of the kind referred to in clause (1) of the next paragraph of this Section 4.07.

Within 180 days after the receipt of any Net Available Cash from an Asset Sale, the Parent Guarantor (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Available Cash to:

(1) invest in properties and assets to replace the properties and assets that were the subject of the Asset Sale or in properties and assets that will be used or are useful in a Permitted Business or in Equity Interests of a Person engaged in a Permitted Business;

(2) make a capital expenditure permitted under Section 4.19;

(3) repay in whole or in part Restructured Credit Facilities or the Essential Credit Facilities;

(4) make an Asset Sale Offer in accordance with the procedures described below; and/or

(5) do any combination of the foregoing clauses.

Pending the final application of any such Net Available Cash, the Parent Guarantor or any Restricted Subsidiary may temporarily reduce revolving credit borrowing or otherwise invest such Net Available Cash in any manner that is not prohibited by the terms of this Indenture.

If any legally binding agreement to invest such Net Available Cash is terminated or the performance of such agreement is delayed for reasons outside the control of the Parent Guarantor or any Restricted Subsidiary, then the Parent Guarantor or relevant Restricted Subsidiary may, within 90 days of such termination or delay or within six months of such Asset Sale, whichever is later, invest such net cash proceeds as provided in the second paragraph of this Section 4.07.

Any Net Available Cash from Asset Sales that is not applied or invested as provided in the preceding paragraph will be deemed to constitute **"Excess Proceeds."** If the aggregate amount of Excess Proceeds exceeds $50.0 million, the Issuer will be required to make an offer (an **"Asset Sale Offer")** to all holders of Notes to purchase, prepay or redeem the maximum principal amount of Notes that may be purchased, prepaid or redeemed out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase, prepayment or redemption and the amount of all fees and expenses, including premiums incurred in connection therewith, in accordance with the procedures set forth in this Indenture. Upon receiving notice of the Asset Sale Offer, holders may elect to tender their Notes in whole or in part in integral multiples of $1 (*provided* that no Note of less than $2,000 may remain outstanding thereafter), in exchange for cash. To the extent that the aggregate amount of Notes so validly tendered and not properly withdrawn pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose not prohibited by this Indenture. If the aggregate principal amount of Notes surrendered by holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased on a pro rata basis on the basis of the aggregate principal amount of Notes tendered or required to be prepaid. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.07, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.07 by virtue thereof.

Section 4.08 *Limitation on Lines of Business.*

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, engage in any business other than a Permitted Business.

Section 4.09 *Limitation on Affiliate Transactions*.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of their properties or assets to, or purchase any properties or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Parent Guarantor (each, an **"Affiliate Transaction"**), unless:

(1) such Affiliate Transaction is on terms that are no less favorable to the Parent Guarantor or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction by it with a Person that is not an Affiliate of the Parent Guarantor; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions by the Parent Guarantor or any Restricted Subsidiary involving aggregate consideration in excess of $25.0 million, the Parent Guarantor delivers to the Trustee a Director's Certificate certifying that such transaction or transactions comply with clause (1) above and (a) a resolution of the majority of the Disinterested Directors of the Parent Guarantor's board of directors with respect to such transaction or transactions resolving that such transaction or transactions comply with clause (1) above, (b) if there are no Disinterested Directors of the Parent Guarantor's board of directors with respect to such transaction or transactions or there are insufficient Disinterested Directors of the Parent Guarantor's board of directors with respect to such transaction or transactions to form a quorum for passing a resolution as required under the articles of association of the Parent Guarantor, a resolution of the majority of the Disinterested Directors of the Parent Guarantor's supervisory board with respect to such transaction or transactions (or in the event that there is only one such Disinterested Director,

by the resolution of such Disinterested Director) resolving that such transaction or transactions comply with clause (1) above, and (c) if there are no Disinterested Directors of the Parent Guarantor's supervisory board with respect to such transaction or transactions, a written opinion issued by an Independent Appraiser that such sale, lease, transfer or other disposal of assets is fair to the Parent Guarantor or the relevant Restricted Subsidiary from financial point of view; and

(3) with respect to any Affiliate Transaction or series of related Affiliate Transactions by the Parent Guarantor or any Restricted Subsidiary involving aggregate consideration in excess of $50.0 million, the Parent Guarantor will deliver to the Trustee a written opinion issued by an Independent Appraiser that such Affiliate Transaction is fair to the Parent Guarantor or the relevant Restricted Subsidiary from a financial point of view; and

(4) with respect to any Affiliate Transaction or series of related Affiliate Transactions by the Parent Guarantor or any Restricted Subsidiary involving aggregate consideration in excess of $100.0 million, Holders of at least 40% of the aggregate principal amount of then outstanding Notes (including without limitation, Additional Notes, if any) voting as a single class, consent to and approve such Affiliate Transaction or series of related Affiliate Transactions.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the first paragraph of this Section 4.09:

(1) customary directors' fees, indemnification and similar arrangements (including the payment of directors' and officers' insurance premiums), consulting fees, employee salaries, bonuses, employment agreements and arrangements, compensation or employee benefit arrangements, including stock options or legal fees of officers, directors, employees or consultants of the Parent Guarantor or any Restricted Subsidiary in the ordinary course of business, and payments with respect thereto;

(2) issuances or sales of Equity Interests (other than Disqualified Stock) of the Parent Guarantor;

(3) any transactions between or among the Parent Guarantor and/or the Restricted Subsidiaries;

(4) Restricted Payments that are permitted by Section 4.06 or Permitted Investments;

(5) transactions pursuant to written agreements existing on the Issue Date or any amendment, modification or supplement thereto or replacement thereof, *provided* that following such amendment, modification, supplement or replacement the terms of any such agreement or arrangement so amended, modified, supplemented or replaced are not, taken as a whole, more disadvantageous to the holders of Notes and to the Parent Guarantor and the Restricted Subsidiaries, as applicable, than the original agreement or arrangement as in effect on the Issue Date; and

(6) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with this Indenture, which are fair to the Parent Guarantor or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors of the Parent Guarantor or the senior management of the Parent Guarantor or the relevant Restricted Subsidiary, as applicable, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party.

Section 4.10 *Limitations on Activities of the Issuer*.

The Issuer will not engage in any business activity or undertake any other activity or obligations except activities and obligations relating to or required by the issuance of the Notes (including Additional Notes, if any); the issuance of other debt securities on the international capital markets by the Issuer, the Parent Guarantor

or any Restricted Subsidiary; the raising of bank financing in the international loan markets by the Issuer, the Parent Guarantor or any Restricted Subsidiary; and actions incidental thereto, including without limitation lending or otherwise advancing the proceeds thereof to the Parent Guarantor or any Restricted Subsidiary, paying dividends and making other payments to the Parent Guarantor or any Restricted Subsidiary, making payments in respect of the Notes and establishing and maintaining its legal existence and otherwise take actions to comply with the terms of this Indenture.

Section 4.11 *Listing*.

The Issuer will use its reasonable best efforts to effect and, if the Issuer so succeeds, maintain the listing of the Notes on the Global Exchange Market or another international securities exchange for so long as the Notes are outstanding.

Section 4.12 *Limitation on Restrictions on Distributions from Restricted Subsidiaries*.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any such Restricted Subsidiary to:

(1) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Capital Stock or any other interest or participation in, or measured by, its profits, in each case, to the Parent Guarantor or any Restricted Subsidiary;

(2) pay any Indebtedness owed to the Parent Guarantor or any Restricted Subsidiary;

(3) make loans or advances to the Parent Guarantor or any Restricted Subsidiary; or

(4) transfer any of its properties or assets to the Parent Guarantor or any Restricted Subsidiary.

The provisions referred to in the first paragraph of this Section 4.12 will not apply to:

(1) encumbrances and restrictions imposed by the Notes, this Indenture or any Notes Guarantee;

(2) encumbrances or restrictions contained in any agreement in effect on the Issue Date and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, *provided* that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings are no more restrictive, taken as a whole, than those contained in such agreement as in effect on the Issue Date;

(3) encumbrances and restrictions: (i) that restrict in a customary manner the subletting, assignment or transfer of any properties or assets that are subject to a lease, license, conveyance or other similar agreement to which the Parent Guarantor or any Restricted Subsidiary is a party; and (ii) contained in operating leases for real property and restricting only the transfer of such real property upon the occurrence and during the continuance of a default in the payment of rent;

(4) encumbrances or restrictions contained in any agreement or other instrument of a Person acquired by the Parent Guarantor or any Restricted Subsidiary in effect at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(5) customary encumbrances or restrictions contained in contracts for sales of Capital Stock or assets with respect to the Capital Stock (including distributions in respect thereof) or assets to be sold pursuant to such contract;

(6) Liens permitted to be incurred under the provisions of Section 4.13 that limit the right of the debtor to dispose of the assets subject to such Liens;

(7) encumbrances or restrictions imposed by applicable law or regulation or by governmental licenses, concessions, franchises or permits;

(8) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) any encumbrance or restriction arising by reason of customary non-assignment provisions in agreements;

(10) encumbrances and restrictions under agreements governing other Indebtedness permitted to be incurred under Section 4.05 and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements (i) if the restrictions therein are not materially more restrictive, taken as a whole, than those contained in this Indenture, the Notes and the Note Guarantees or (ii) if such encumbrances or restrictions are not materially more disadvantageous to the holders of Notes than is customary in comparable financings (as determined in good faith by the Parent Guarantor) and either (x) the Parent Guarantor determines that such encumbrance or restriction will not materially affect the Parent Guarantor's or the Issuer's ability to make principal or interest payments on the Notes as and when they come due or (y) such encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant prescribed under the terms of such Indebtedness;

(11) encumbrances or restrictions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment) entered into with the approval of the Parent Guarantor's Board of Directors, which limitation is applicable only to the assets that are the subject of such agreements; and

(12) encumbrances or restrictions contained in any agreement or document related to Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced.

Section 4.13 *Limitation on Liens*.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, create or permit to exist any Lien (other than a Permitted Lien) upon the whole or any part of its property, assets or revenues, present or future, to secure payment of any sum due in respect of any Indebtedness of any Person.

Section 4.14 *Limitation on Designation of Unrestricted Subsidiaries*.

The Board of Directors of the Parent Guarantor may designate any Restricted Subsidiary other than the Issuer to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Parent Guarantor and the Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will reduce the amount available for Restricted Payments under the first paragraph of Section 4.06 or reduce the amount available for Investments under one or more clauses of the definition of Permitted Investments, as the Parents Guarantor shall determine. That designation will only be permitted if such Investment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Parent

Guarantor may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default.

Any designation of a Subsidiary of the Parent Guarantor as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and a Directors' Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 4.06.

Section 4.15 *Additional Guarantees*.

If, after the Issue Date, (a) any Restricted Subsidiary that was not a Guarantor on the Issue Date is or becomes a Significant Subsidiary (whether or not such Restricted Subsidiary existed on the Issue Date or was created or acquired thereafter), (b) any Restricted Subsidiary (including any newly formed or newly acquired Restricted Subsidiary (unless, otherwise already a Subsidiary Guarantor)) guarantees or provides surety or credit support in respect of any Indebtedness of the Parent Guarantor or any other Restricted Subsidiary or (c) the Parent Guarantor otherwise elects to cause any Restricted Subsidiary to become a Guarantor, then, in each case, the Parent Guarantor shall cause such Restricted Subsidiary to:

(1) execute and deliver to the Trustee a Notation of Guarantee or Deed of Surety, as applicable, in respect of its Note Guarantee and a supplemental indenture, in each case, as and to the extent required by the Trustee; and

(2) deliver to the Trustee one or more opinions of counsel in form and substance reasonably satisfactory to the Trustee that such supplemental indenture, notation of guarantee and/or deed of surety (a) has been duly authorized, executed and delivered by such Restricted Subsidiary and (b) constitutes a valid and legally binding obligation of such Restricted Subsidiary enforceable in accordance with its terms;

provided, *however*, that (i) the foregoing provisions of this paragraph will not apply to any guarantee or surety given to a bank or trust company organized in Ukraine, any member state of the European Union or any commercial banking institution that is a member of the U.S. Federal Reserve System, (or any branch, subsidiary or Affiliate thereof), in each case, having combined capital and surplus and undivided profits of not less than $500 million, whose indebtedness has a rating, at the time such guarantee was given, of at least A or the equivalent thereof by S&P and at least A2 or the equivalent thereof by Moody's, in connection with the operation of cash management programs established for its benefit or that of the Parent Guarantor or any Restricted Subsidiary and (ii) with respect to the requirements of clause (a) of this paragraph only, the failure by such Restricted Subsidiary to execute and deliver to the Trustee a Notation of Guarantee or Deed of Surety and deliver to the Trustee one or more opinions of counsel shall not be a Default under the Indenture if (a) such Notation of Guarantee or Deed of Surety is executed and delivered and such opinions of counsel are delivered within 90 calendar days of the issuance of the audited consolidated balance sheet and audited consolidated income statements of the Parent Guarantor as of and for the most recent fiscal year, (b) the Parent Guarantor and the Restricted Subsidiaries have used their reasonable best efforts to provide such Notation of Guarantee or Deed of Surety or (c) such Restricted Subsidiary cannot provide a guarantee of the Notes as a result of applicable law, rule or regulation.

The provisions of Sections 10.02 and 10.05 shall apply with respect to the provisions of this Section 4.15.

Any Notes Guarantee by a Restricted Subsidiary shall provide by its terms that it shall be automatically and unconditionally released and discharged in the circumstances set for Section 10.04.

Section 4.16 *Reports to Holders*.

The Parent Guarantor will furnish the Trustee with the following:

(1) within 120 days after the end of each of the Parent Guarantor's fiscal years beginning with the fiscal year ended December 31, 2016, an annual report containing:

(a) information with a level of detail that is substantially comparable in all material respects to the sections in the Offering Memorandum entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," and

(b) the audited consolidated balance sheet of the Parent Guarantor as of the end of the most recent fiscal year and audited consolidated income statements and statements of cash flow of the Parent Guarantor for the most recent two fiscal years, including appropriate footnotes to such financial statements, and the report of the Auditors on the financial statements;

(2) within 90 days following the end of the first half of each fiscal year of the Parent Guarantor beginning with the six-months ended June 30, 2017, half-year financial statements containing the Parent Guarantor's unaudited condensed consolidated balance sheet as of the end of such half-year and unaudited condensed consolidated income statements and statements of cash flow for the most recent half-year and the comparable period in the prior year, together with condensed footnote disclosure (*provided* that if Parent Guarantor provides similar information to its shareholders on a quarterly basis it shall also provide such quarterly information to the Trustee);

(3) within 60 days following the end of each fiscal quarter of the Parent Guarantor, quarterly reports in the form attached to the Indenture as Appendix B *(Form of Quarterly Operational Report)* and Appendix C (*Form of Quarterly Financial Report*);

(4) as soon as practicable after their date of publication, every balance sheet, profit and loss account, report or other notice, statement or circular issued (or which under any legal or contractual obligation should be issued) to the members or holders of debentures or creditors (or any class of them) of the Issuer in their capacity as such at the time of the actual (or legally or contractually required) issue or publication thereof and procure that the same are made available for inspection by Noteholders at the specified offices of the Agents as soon as practicable thereafter;

(5) promptly after the occurrence of any material acquisition, disposition, restructuring affecting the Issuer, Parent Guarantor or any Significant Subsidiary, senior management changes at the Parent Guarantor, incurrence of debt for borrowed money or Equity Offering or change in Auditors, a report containing a description of such event or transaction, including in the case of any such debt incurrence or Equity Offering, an as adjusted or pro forma statement of capitalization giving effect thereto; and

(6) promptly after the making of any Restricted Payment under clause (III) of the first paragraph of Section 4.06, an Officer's Certificate stating (a)(i) the Consolidated Leverage Ratio after giving pro forma effect to such Restricted Payment as if such Restricted Payment had been made at the beginning of the most recently ended LTM Period prior to the date of such Restricted Payment, and showing in reasonable detail the calculation of the Consolidated Leverage Ratio, including the arithmetic computation of each component of the Consolidated Leverage Ratio, (ii) the amount of Net Available Cash after giving effect to such Restricted Payment, (iii) the aggregate principal amount outstanding under the Restructured Credit Facilities immediately prior to such Restricted Payment and (iv) the average trading price of the Notes as quoted by Bloomberg Finance LP on the 90 calendar days immediately preceding the date of such Restricted Payment and (b) that no Default or Event of Default has occurred and is continuing or occurred as a result of such Restricted Payment..

If the Parent Guarantor has designated any of its Subsidiaries as Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries constitute Significant Subsidiaries of the Parent Guarantor, then the annual and half-yearly information required by clauses (1) and (2) of the preceding paragraph of this Section 4.16 shall include in the footnotes thereto, a summary of the financial condition and results of operations of the Parent Guarantor and the Restricted Subsidiaries separate from the financial condition and results of operations of such Unrestricted Subsidiaries of the Parent Guarantor.

In addition, so long as the Notes remain "restricted securities" within the meaning of Rule 501 under the Securities Act and during any period during which the Parent Guarantor is not subject to Section 13 or 15(d) of the U.S. Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), the Parent Guarantor shall furnish to the holders of Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

All financial statement information required under this Section 4.16 shall be prepared on a consistent basis in accordance with IFRS.

Contemporaneously with the provision of each report discussed above, the Parent Guarantor will also (1) post such report on the Parent Guarantor's website and (2) for so long as the Notes are admitted to trading on the Global Exchange Market and the rules of such exchange so require, make the above information available through the offices of the Paying Agent in the United Kingdom.

Within two Business Days after release of each annual and semi-annual report, the Parent Guarantor will hold a publicly accessible conference call to discuss such reports and the results of operations for the relevant reporting period (including a reasonable time period for questions and answers). Details regarding access to such conference call will be posted at least 48 hours prior to the commencement of such call on the Parent Guarantor's website.

Section 4.17 *Payment of Additional Amounts*.

All payments made by the Issuer or any Guarantor or a successor of any of the foregoing (each, a **"Payor")** under, or with respect to, the Notes or any Notes Guarantee will be made free and clear of and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (collectively, **"Taxes")** imposed, levied, collected or assessed by or on behalf of (1) The Netherlands, the Republic of Cyprus, the United Kingdom, Ukraine or any political subdivision or governmental authority thereof or therein having power to tax, (2) any jurisdiction from or through which payment on the Notes or such Notes Guarantee is made by or on behalf of a Payor, or any political subdivision or governmental authority thereof or therein having the power to tax or (3) any other jurisdiction in which a Payor is organized or otherwise resident for tax purposes, or any political or governmental authority thereof or therein having the power to tax (each of clause (1), (2) and (3), a **"Relevant Taxing Jurisdiction"),** unless the withholding or deduction of such Taxes is then required by law or the interpretation or administration thereof.

If any deduction or withholding for, or on account of, any Taxes of any Relevant Taxing Jurisdiction will at any time be required from any payments made with respect to the Notes or the Notes Guarantees, including payments of principal, redemption price, interest or premium, if any, the Payor will pay (together with such payments) such additional amounts (the **"Additional Amounts")** as may be necessary in order that the net amounts received in respect of such payments by each Holder, after such withholding or deduction (including any such deduction or withholding from such Additional Amounts), will not be less than the amounts which would have been received in respect of such payments in the absence of such withholding or deduction; *provided, however,* that no such Additional Amounts will be payable with respect to:

(1) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Holder or beneficial owner (or between a fiduciary, settlor, beneficiary, member, partner or shareholder of, or possessor of power over, such Holder or beneficial owner, if such Holder or beneficial owner is an estate, trust, partnership or corporation) and the Relevant Taxing Jurisdiction (other than the mere receipt of such

payment or the ownership or holding of such Note or enforcement of rights thereunder or under a Notes Guarantee thereof or the receipt of payments in respect thereof);

(2) any estate, inheritance, gift, sales, excise, transfer, personal property tax or similar tax, assessment or governmental charge;

(3) any Taxes payable otherwise than by deduction or withholding from payments on or in respect of any Note or Note Guarantee;

(4) any Taxes which would not have been imposed, payable or due if the Notes were held in definitive registered form **("Definitive Registered Notes")** and the presentation of Definitive Registered Notes for payment had occurred within 30 days after the date such payment was due and payable or was provided for, whichever is later, except for Additional Amounts with respect to Taxes that would have been imposed had the Holder presented the Note for payment within such 30-day period;

(5) any Taxes that are imposed or withheld by reason of the failure of the Holder or beneficial owner of a Note to comply, at the Payor's reasonable request, with certification, information or other reporting requirements concerning the nationality, residence or identity of the Holder or such beneficial owner if such compliance is required or imposed by a statute, treaty or regulation or administrative practice of the taxing jurisdiction as a precondition to exemption from all or part of such Tax;

(6) any taxes withheld, deducted or imposed on a payment to an individual and required to be made pursuant to the European Council Directive 2003/48/EC (the **"EU Savings Tax Directive")** or any other directive implementing the conclusions of ECOFIN Council Meeting of 26 and 27 November 2000, or any law implementing or complying with, or introduced to conform to, such directive (including any successor provision);

(7) any Taxes which could have been avoided by the presentation (where presentation is required) of the relevant Note to another Paying Agent in a member state of the European Union;

(8) any taxes withheld or deducted pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any amended or successor version of such Sections), any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements entered into in connection with the implementation thereof; or

(9) any combination of the above.

Also, such Additional Amounts will not be payable with respect to any payment of principal of (or premium, if any, on) or interest on such Note to any Holder who is a fiduciary or partnership or any person other than the sole beneficial owner of such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual Holder of such Note.

The Payor will (1) make any required withholding or deduction and (2) remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Payor will use all reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes and will provide such certified copies to the Trustee. The Payor will attach to each certified copy a certificate stating (x) that the amount of withholding Taxes evidenced by the certified copy was paid in connection with payments in respect of the principal amount of Notes then outstanding and (y) the amount of such withholding Taxes paid per $1,000 principal amount of the Notes. Copies of such documentation will be available for inspection during ordinary business hours at the

office of the Trustee by the holders of Notes upon request and will be made available at the offices of the Paying Agent located in the United Kingdom.

If the Payor conducts business in any jurisdiction (an **"Additional Taxing Jurisdiction")** other than a Relevant Taxing Jurisdiction and, as a result, is required by the law of such Additional Taxing Jurisdiction to deduct or withhold any amount on account of taxes imposed by such Additional Taxing Jurisdiction from payments under the Notes or any Notes Guarantee thereof, as the case may be, which would not have been required to be so deducted or withheld but for such conduct of business in such Additional Taxing Jurisdiction, the Additional Amounts provision described above shall be considered to apply to such holders as if references in such provision to **"Taxes"** included taxes imposed by way of deduction or withholding by any such Additional Taxing Jurisdiction (or any political subdivision thereof or taxing authority therein).

At least 30 days prior to each date on which any payment under or with respect to the Notes or any Notes Guarantee thereof is due and payable (unless such obligation to pay Additional Amounts arises before or after the 30th day prior to such date, in which case it shall be promptly thereafter), if the Payor will be obligated to pay Additional Amounts with respect to such payment, the Payor will deliver to the Trustee a Director's Certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and will set forth such other information necessary to enable the Paying Agents to pay such Additional Amounts to holders of Notes on the payment date. Each such Director's Certificate shall be relied upon by the Trustee without further enquiry until receipt of a further Director's Certificate addressing such matters. The Issuer will provide the Trustee with documentation reasonably satisfactory to the Trustee evidencing the payment of Additional Amounts. The Issuer will promptly publish a notice in accordance with the procedures set forth in Section 12.01 stating that such Additional Amounts will be payable and describing the obligation to pay such amount.

The Payor will pay any stamp, issue, registration, documentary, value added, excise, property or other similar taxes and other duties (including interest and penalties) imposed by a Relevant Taxing Jurisdiction that are payable in respect of the creation, issue, offering, execution or enforcement of the Notes, or any documentation with respect thereto or the receipt of any payments with respect to the Notes or any Notes Guarantee thereof (limited, in the case of any such Taxes in respect of the receipt of any payments with respect to the Notes or any Note Guarantee, to Taxes not excluded under clauses (1) through (2) or (4) through (8) above).

The foregoing obligations will survive any termination, defeasance or discharge of this Indenture and will apply *mutatis mutandis* to any jurisdiction in which any (1) successor Person to a Payor is organized or (2) Subsidiary of the Parent Guarantor which becomes a Subsidiary Guarantor after the Issue Date is organized or, in each case, any political subdivision or taxing authority or agency thereof or therein.

Whenever in this Indenture there is mentioned, in any context, (1) the payment of principal, premium, if any, or interest, (2) redemption prices or purchase prices in connection with the redemption or purchase of Notes or (3) any other amount payable under or with respect to any Note or Notes Guarantee thereof, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof:

Section 4.18 *Change of Control*.

If a Change of Control occurs, each Holder will have the right to require the Issuer to repurchase all or any part of such Holder's Notes (in principal amount equal to $200,000 or an integral multiples of $1,000 in excess thereof) at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control, the Issuer will mail a notice (the **"Change of Control Offer")** to each holder with a copy to the Trustee stating:

(1) that a Change of Control has occurred and that such Holder has the right to require the Issuer to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal

amount thereof plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date) (the **"Change of Control Payment");**

(2) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed) (the **"Change of Control Payment Date");** and

(3) procedures determined by the Issuer, consistent with this Indenture, that a Holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes (in principal amount equal to $200,000 or integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with a Director's Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuer.

The Paying Agent will promptly pay to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes and the Registrar will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will either publicly announce, or mail a notice to each holder (with a copy to the Trustee) confirming, the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment
Date.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest, if any, will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to holders who tender pursuant to the Change of Control Offer.

The Change of Control provisions of this Section 4.18 will be applicable whether or not any other provisions of this Indenture are applicable.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to Section 3.07 unless and until there is a default in payment of the applicable redemption price.

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the U.S. Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 4.18. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations described in this Indenture by virtue thereof.

The Issuer will publish notices relating to the Change of Control Offer in accordance with Section 11.01.

Section 4.19 *Restrictions on Capital Expenditure.*

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, incur any Capital Expenditures other than:

(a) Business Plan Capital Expenditure;

(b) Additional Regulatory Capital Expenditure;

(c) (i) any Permitted Carry Forward Amounts for the fiscal year in which such Capital Expenditure is incurred and (ii) any unused Permitted Carry Forward Amounts for the immediately preceding fiscal year; and

(d) any Consent Capital Expenditure.

Section 4.20 *Restrictions on Location of Available Cash and Cash Pooling.*

The Parent Guarantor shall ensure, and shall procure that each Restricted Subsidiary shall ensure, that at all times at least 20% of Available Cash shall be deposited in one or more accounts, with commercial banks that are not Affiliates of the Parent Guarantor, outside of Ukraine; *provided*, that the Parent Guarantor shall use its commercially reasonable efforts to make such deposits or to cause such deposits to be made with commercial banks that have one of the three highest rating categories obtainable from Moody's, Fitch or S&P.

The Parent Guarantor will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into or maintain any arrangements with any Affiliate of the Parent Guarantor in respect of cash pooling unless each Group member party to such cash pooling arrangements incurs Indebtedness under clause (9) of the second paragraph of Section 4.05 in connection with such arrangements.

APPENDIX 3

FORM OF QUARTERLY OPERATIONAL REPORT

DTEK quarterly operational reporting

		Period name [ ]	Previous period name [ ]	
	Units	**Total**	**Total**	**Movement**
Coal Mining				
Run of mine less consumed on site	kT	-	-	-
Raw coal sales to DTEK	kT	-	-	-
Movement in raw coal stocks at mine	kT	-	-	-
Raw coal sent to processing plants	kT	-	-	-
Coal concentrate produced	kT	-	-	-
Movement in concentrate stocks	kT	-	-	-
Coal concentrate sales	**kT**	-	-	-
Coal concentrate recovery percentage	**%**	-	-	-
Coal concentrate Sales				
DTEK sales	kT	-	-	-
Ukrainian 3rd party sales	kT	-	-	-
SCM sales	kT	-	-	-
Export sales	kT	-	-	-
Total coal concentrate sales	kT	-	-	-
Coal imports	KT	-	-	-
Coal stocks at power plants as of the end of the reporting period	KT	-	-	-
Generation				
Electricity output TPPs (excluding Kyivenergo & ATO)	mln kWH	-	-	-
Electtricity for export	mln kWH	-	-	-
Average tariff, accrual method (excluding Kyivenergo & Zuivska)	UAH/ kWH	-	-	-
Pow er generation paid in line w ith contract for electricity suppllied during period	%	-	-	-
Heat generation (Kyivenergo)	kGcal	-	-	-
Distribution				
Electicity purchased from pool*	mln kWH	-	-	-
Electrictiy transmission - Household*	mln kWH	-	-	-
Electrictiy transmission - Corporate*	mln kWH	-	-	-
Average tariff received*	UAH/ kWH	-	-	-
Supply paid in line w ith contract*	%	-	-	-

* - excluding non controlled territory

SCHEDULE 3

ESSENTIAL CREDIT LINES

1. The EUR 9,921,598.68 Export Credit Facility Agreement dated 9 November 2011 between DTEK Holdings Ltd and the lender thereto, in an amount not to exceed EUR 9,921,598.68;

2. The USD 5,086,299.88 Facility Agreement dated 26 February 2013 between DTEK Holdings Ltd and the lender thereto, in an amount not to exceed USD 5,086,299.88; and

3. The UAH 800,000,000 Facility Agreement dated 4 September 2015 between DTEK Zakhidenergo PJSC and the lender thereto, in an amount not to exceed UAH 800,000,000;

in each case as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (subject in each case to the limitations on amounts available under each such facility (including any replacements or refinancings thereof) set forth in this definition.

SCHEDULE 4

LOCK-UP ACCESSION DEED

To: DTEK Finance PLC
c/o Lucid Issuer Services Limited
Tankerton Works, 12 Argyle Walk, Kings Cross, London WC1H 8HA
Email: dtek@lucid-is.com
Fax: +44 20 3004 1590

From: [INSERT NAME OF ADDITIONAL CONSENTING NOTEHOLDER] (the "**Acceding Party**")

Date:

Dear Sirs

DTEK FINANCE PLC and others – Lock-up Agreement dated [●] 2016 (the "Agreement")

1. We refer to the Agreement. This deed is an Accession Deed as defined in the Agreement. Except as otherwise defined herein, terms defined in the Agreement have the same meaning when used in this Accession Deed.

2. We agree, for the benefit of each Party, to be a Consenting Noteholder under the Agreement and to be bound by the terms of the Agreement as a Consenting Noteholder.

3. We make the representations and warranties set out in Clause 4 (*Representations*) of the Lock-up Agreement :

Clearing System through which the Notes are held: [●]

Clearing System Account Holder Name: [●]

Clearing System Account Holder Number: [●]

Principal at Issue Amount of Locked-Up Notes held by it as at the date of this Notice[6]

4. The Acceding Party, as a Consenting Noteholder, makes each of the representations as set out in Clause 4 (*Representations*) to the other Parties to the Agreement on the date of this Accession Deed.

5. The Acceding Party confirms that it is domiciled in [England and Wales/the EU/a non-EU jurisdiction/the US].

6. The Acceding Party confirms that it has an account with Euroclear and/or Clearstream.

[6] Additional Consenting Noteholder to insert the principal amount of the Notes held as at the date of the Accession Deed.

7. The contact details of the Consenting Noteholder for any communication or document to be made or delivered under or in connection with the Agreement are as follows:

   Address: [●]

   Email: [●]

   For the attention of: [●]

8. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. We would request that you treat the existence and contents of this deed with the utmost confidence and that you do not disclose these to any person without our prior written consent.

Executed and delivered as a deed by:

Consenting Noteholder

Acting by:

_____