

## SUPPLEMENTAL INDENTURE

This Supplemental Indenture (the “Supplemental Indenture”), is dated as of November 25, 2022, and has been entered into among DTEK FINANCE PLC, a company organized under the laws of England and Wales, having its registered office at 3rd Floor 11-12, St. James’s Square, London SW1Y 4LB, United Kingdom, and registered under number 8422508, as issuer (the “**Existing Issuer**”), DTEK ENERGY B.V., a company organized under the laws of The Netherlands, having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and its office at Strawinskylaan 1531, Tower B, Level 15 grid TB-15-046/089, 1077XX Amsterdam, the Netherlands and registered with the Dutch Trade Register (*Handelsregister*) of the Chamber of Commerce (*Kamer van Koophandel*) under number 34334895, as new issuer (the “**New Issuer**”) and as Parent Guarantor (the “**Parent Guarantor**”), the other Guarantors (together with the Parent Guarantor, collectively, the “**Guarantors**”) and GLAS TRUST COMPANY LLC, as trustee (the “**Trustee**”).

WHEREAS, the Existing Issuer has heretofore executed and delivered to the Trustee an indenture, dated as of May 17, 2021 (the “**Indenture**”), among the Existing Issuer, the Guarantors party thereto, the Trustee, GLAS TRUST COMPANY LLC, as Paying Agent, GLAS TRUST CORPORATION LIMITED, as the Security Agent and GLAS USA LLC, as Transfer Agent and Registrar, relating to the Existing Issuer’s 7.0/7.5% Senior Secured PIK Toggle Notes due 2027 (the “**Notes**”);

WHEREAS, subject to Section 5.01 of the Indenture and certain conditions stated therein, the Issuer may sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer in one or more related transactions, to another Person or Persons;

WHEREAS, pursuant to the Deed of Novation and Settlement dated as of November 24, 2022, between the Existing Issuer and the New Issuer, the Existing Issuer has sold, assigned, transferred, conveyed or otherwise disposed of substantially all its properties or assets to the New Issuer (the “**Transaction**”) and, as a result of the Transaction, the New Issuer assumed all of the obligations of the Existing Issuer under the Notes, the Security Documents and the Indenture;

WHEREAS, the Existing Issuer, the New Issuer and the Guarantors hereby request the Trustee to join with the Existing Issuer, the New Issuer and the Guarantors in the execution and delivery of this Supplemental Indenture in accordance with Sections 5.01, 9.01, 9.05, 13.02 and 13.03 of the Indenture, and the Parent Guarantor has furnished to the Trustee, and the Trustee has received, a Director’s Certificate and Opinion of Counsel stating, among other things, that this Supplemental Indenture is permitted by the Indenture and that (i) the Transaction does not violate the applicable terms of the Indenture, (ii) that all conditions precedent in the Indenture relating to the Transaction have been satisfied, (iii) that the Indenture, this Supplemental Indenture and the Notes are the legal, valid and binding obligations of the Existing Issuer, the New Issuer (and the Guarantors) enforceable against them in accordance with their terms and (iv) that this Supplemental Indenture complies with the provisions of the Indenture.

WHEREAS, the Transaction is approved by a Qualified Resolution.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Existing Issuer, the New Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of Notes as follows:

## **ARTICLE 1** **ASSUMPTION AND REAFFIRMATION**

### **SECTION 1.01 Assumption.**

- (a) The New Issuer hereby assumes all of the obligations of the Existing Issuer under the Notes, the Security Documents and the Indenture.
- (b) From and after the date of the Transaction, the provisions of the Indenture and any supplemental indenture, as applicable, the Notes and the Security Documents referring to the "Issuer" shall refer instead to the New Issuer and not to the Existing Issuer, except for references to the Issuer relating to its status prior to the consummation of the Transaction.
- (c) The Existing Issuer is hereby discharged from all obligations under the Notes, the Security Documents and the Indenture and any supplemental indenture, as applicable.

**SECTION 1.02 Reaffirmation.** The Guarantors acknowledge and agree that, notwithstanding the substitution of the New Issuer as the issuer of the Notes and the obligor under the Notes, the Security Documents and the Indenture, the Guarantors' respective obligations under the relevant Notes Guarantees shall continue in full force and effect.

## **ARTICLE 2** **MISCELLANEOUS**

**SECTION 2.01 Capitalized Terms.** Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

**SECTION 2.02 Effectiveness.** This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes shall be bound hereby and thereby.

**SECTION 2.03 Confirmation.** The Indenture as amended and supplemented by this Supplemental Indenture is in all respects confirmed and preserved.

**SECTION 2.04 Incorporation by Reference.** Section 13.05 of the Indenture is incorporated by reference into this Supplemental Indenture as if more fully set out herein.

**SECTION 2.05 GOVERNING LAW.** THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

**SECTION 2.06 Counterparts.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by electronic/digital transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto. Signatures of the parties hereto transmitted by electronic/digital means shall be deemed to be their original signatures for all purposes.

**SECTION 2.07 Effect of Headings.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 2.08 Trustee not Responsible.** The Trustee shall not be responsible in any manner for the validity or sufficiency of this Supplemental Indenture or for the recitals contained herein, all of which are made solely by the Existing Issuer, the New Issuer and the Guarantors.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

**DTEK FINANCE PLC**, as Existing Issuer

By: Valentyna Shvchenko  
Name: Director  
Title: Director

By: Mariya Bandura  
Name: Director  
Title: Director

**DTEK ENERGY B.V., as New Issuer**

By: \_\_\_\_\_  
Name: *Anastasiia Andriieieva*  
Title: *Director*

**DTEK ENERGY B.V., as Parent Guarantor**

By: \_\_\_\_\_  
Name: *Anastasiia Andriieieva*  
Title: *Director*

**DTEK ENERGY HOLDINGS B.V.**, as Holdco  
Guarantor

By:   
Name: Anastasija Andrijeva  
Title: Authorized representative

**DTEK HOLDINGS LIMITED, as Guarantor**

By:

Name: *Petros Petrides*

Title: *Director*

DTEK INVESTMENTS LIMITED, as Guarantor

By: Andrey  
Name: Andrey Bardelev  
Title: Director

By: J  
Name: Marianna Logachova  
Title: Director

**DTEK TRADING LIMITED**, as Guarantor

By:

Name: *Petros Petrides*  
Title: *Director*

DTEK TRADING S.A. as Guarantor

By:

Name: *Denys Negara*  
Title: *Director*

DTEK TRADING LLC, as Guarantor

By:   
Name: Sergii Andalar  
Title: Autorised signatory

DTEK SKHIDENERGO LLC, as Guarantor

By:   
Name: Sergii Andalar  
Title: Autorised signatory

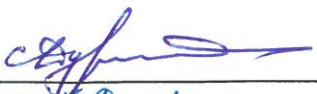
DTEK PAVLOHRADCOAL PRJSC, as Guarantor

By:   
Name: Sergii Andalar  
Title: Autorised signatory

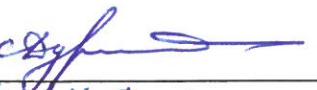
TEHREMPOSTAVKA LLC, as Guarantor

By:   
Name: Sergii Andalar  
Title: Autorised signatory

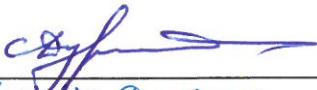
**DTEK ENERGY LLC, as Guarantor**

By:   
Name: *Sergii Dukar*  
Title: *Authorised signatory*

**DTEK DNIROENERGY JSC, as Guarantor**

By:   
Name: *Sergii Dukar*  
Title: *Authorised signatory*

**DTEK WESTENERGY JSC, as Guarantor**

By:   
Name: *Sergii Dukar*  
Title: *Authorised signatory*

**DTEK LUHANS'KA TPP LLC, as Guarantor**

By:   
Name: *Sergii Dukar*  
Title: *Authorised signatory*

DTEK KURAHIVS'KA TPP LLC, as Guarantor

By: Сергій  
Name: Sergii Dudar  
Title: Authorised signatory

REMTEHPOSTAVKA LLC, as Guarantor

By: Сергій  
Name: Sergii Dudar  
Title: Authorised signatory

ELEKTRONALADKA LLC, as Guarantor

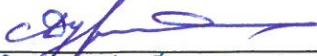
By: Сергій  
Name: Sergii Dudar  
Title: Authorised signatory

CORUM TRADING LLC, as Guarantor

By: Сергій  
Name: Sergii Dudar  
Title: Authorised signatory

By: Олег Неструєнко  
Name: Oleg Nestrenko  
Title: Director

MINE BILOZERS'KA ALC, as Guarantor

By:   
Name: *Sergii Andar*  
Title: *Authorized signatory*

PERSHOTRAVENSKYI REPAIR AND  
ENGINEERING PLANT LLC, as Guarantor

By:   
Name: *Sergii Andar*  
Title: *Authorized signatory*

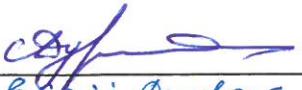
DTEK PAVLOHRADSKA CPP LLC, as  
Guarantor

By:   
Name: *Sergii Andar*  
Title: *Authorized signatory*

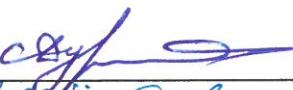
DTEK DOBROPILSKA CPP JSC, as Guarantor

By:   
Name: *Sergii Andar*  
Title: *Authorized signatory*

**DTEK RESEARCH AND DESIGN CENTRE  
LLC, as Guarantor**

By:   
Name: Serhii Rudar  
Title: Authorised signatory

**INTERENERGOSERVICE LLC, as Guarantor**

By:   
Name: Serhii Rudar  
Title: Authorised signatory

DTEK DOBOPOLYEUGOL LLC, as Guarantor

By:   
Name: Sergiu Scedar  
Title: Authorised Signatory

CORUM GROUP LLC, as Guarantor

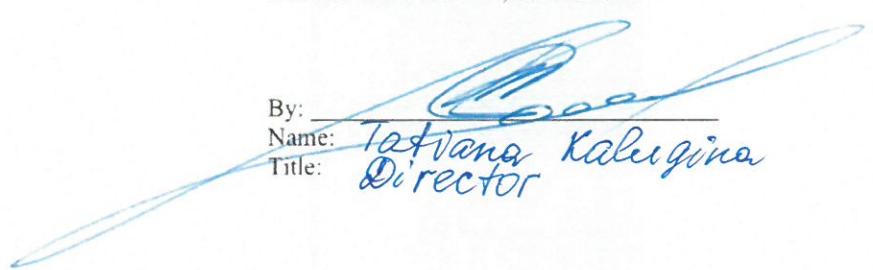
By:   
Name: Roman Faborovskiy  
Title: Acting edition in  
General director

LLC "CORUM DRUZHKOVA MACHINE-BUILDING PLANT", as Guarantor

By:

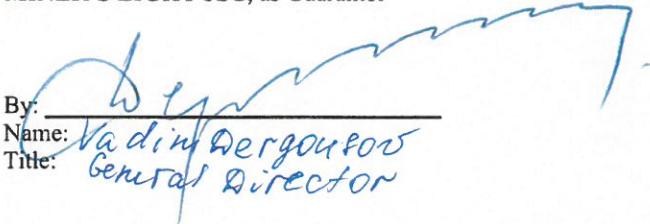
Name:

Title:

  
Tatiana Kalerina

Director

MINER'S LIGHT JSC, as Guarantor

By: 

Name: Vadim Dergousov  
Title: General Director

DTEK KURAHIVSKA CPP LCC, as Guarantor

By: Sergii Keeclar

Name: Sergii Keeclar

Title: Authorized Signatory

**DTEK POWER B.V., as Guarantor**

By: \_\_\_\_\_  
Name: *Anastasija Andreeieva*  
Title: *Authorized representative*

**GPL POWER LIMITED**, as Guarantor

By: \_\_\_\_\_

Name: *Petros Petridos*  
Title: *Director*

**GPL INGEN POWER LIMITED, as Guarantor**

By:   
Name: Petros Petrides  
Title: Director

DTEK POWER TRADE LLC, as Guarantor



By: \_\_\_\_\_

Name: Dmytro Petryk

Title: Director

CORUM REPAIR LLC, as Guarantor

By:

Name:

Title:

*Alexander*  
OLEKSANDR MYROSHNYCHENKO  
DIRECTOR

**CORUM MINESPECIALBUILD LLC**, as  
Guarantor

By: \_\_\_\_\_

Name: Oleksiy Zhytnyk  
Title: Director

PRJSC "DOBROTVIR TPS-2", as Guarantor

By:   
Name: Andrii Voznyi  
Title: Director

**"MINERS NEWS" PUBLISHING HOUSE LLC,**  
as Guarantor

By: Thor  
Name: Thor Voytse Khousky  
Title: Acting Editor in Chief

**GLAS TRUST COMPANY LLC**, as Trustee

By:   
Name: Paul Cattermole  
Title: Authorised Signatory