



Registration of a Charge

Company Name: **ALTUS STRATEGIES PLC**

Company Number: **10746796**



Received for filing in Electronic Format on the: **18/08/2021**

XAB5F061

Details of Charge

Date of creation: **17/08/2021**

Charge code: **1074 6796 0001**

Persons entitled: **LMH EXPLORERS S.À R.L.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10746796

Charge code: 1074 6796 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2021 and created by ALTUS STRATEGIES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2021 .

Given at Companies House, Cardiff on 19th August 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated

17 August 2021

**ALTUS STRATEGIES PLC
as Chargor**

**LMH EXPLORERS S.À R.L.
as Chargee**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic original instrument.

Norton Rose Fulbright LLP

Date: 17 August 2021

CHARGE OVER SHARES

 **NORTON ROSE FULBRIGHT**

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Deed dated 17 August 2021

PARTIES

1. **ALTUS STRATEGIES PLC** a public limited liability company incorporated under the laws of England and Wales, registration number 10746796, with its registered address at The Orchard Centre, 14 Station Road, Didcot, Oxfordshire, United Kingdom, OX11 7LL as **Chargor**
2. **LMH EXPLORERS S.À R.L.** a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B254030, with its registered address at 31-33, Avenue Pasteur, L-2311 Luxembourg, Grand Duchy of Luxembourg as **Chargee**

IT IS AGREED as follows:

INTERPRETATION

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Charged Assets means those assets which are from time to time the subject of clause 3.2 (*Fixed Charge*)

Company means Altus Royalties Limited, a private limited company incorporated under the laws of England and Wales, company number 12801964, with its registered address at The Orchard Centre, 14 Station Road, Didcot, Oxfordshire, United Kingdom, OX11 7LL

Default Rate means the rate specified in clause 6.4 (*Default interest*) of the Facility Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Dividends, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;

- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

Enforcement Time means any time at which the Chargor is or becomes entitled to exercise its rights under clause 12.2 (*Consequences of an Event of Default*) of the Facility Agreement

Facility Agreement means the acquisition loan facility agreement dated on or about the date of this Deed between the Chargor and the Chargee, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

Finance Documents means:

- (a) the Facility Agreement;
- (b) this Deed and any other Transaction Security Document; and
- (c) any other document designated as such by the Chargor and the Chargee at any time

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;

- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Party means a party to this Deed

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means the Obligations undertaken to be paid or discharged in clause 2 (*Payment of Secured Obligations*)

Security means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement

Shares means:

- (a) the shares described in Schedule 2 (*Shares*);
- (b) any other shares in the capital of the Company which are beneficially (directly or indirectly) owned by the Chargor; and
- (c) any shares acquired by the Chargor after the date of this Deed which are designated as Shares by the Chargor and the Chargee at or about the time of their acquisition

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Transaction Security means the Security created by this Deed and any other existing or future Security granted by the Chargor (or for the benefit of the Chargor) to the Chargee to secure the payment and discharge of Secured Obligations

Transaction Security Document means a document creating or evidencing Transaction Security

VAT means value added tax.

Interpretation

1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the Facility Agreement, any Finance Document, or any other document are to that document as from time to time amended, restated, novated or replaced (however fundamentally);
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa;
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Chargee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed; and
- (h) where Transaction Security and Transaction Security Documents are referred to in any provision of this Deed, in the case of any Transaction Security or Transaction Security Document which is governed by a law other than English law, such provision will only apply to the extent that the subject of such provision is not dealt with by, or is not inconsistent with, the express terms of such Transaction Security or Transaction Security Document.

- 1.3 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Chargee, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.4 It is intended that this document takes effect as a deed even though the Chargee may only execute it under hand.
- 1.5 This Deed may be executed in any number of counterparts.
- 1.6 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.

Parties and third parties

- 1.7 The Rights expressly conferred on each Receiver and each Officer of the Chargee or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.
- 1.8 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a Party.
- 1.9 The Parties may terminate this Deed or vary any of its terms without the consent of any third party. However, they must obtain consent if the termination or variation adversely affects the Rights of a Receiver or of an Officer of the Chargee or a Receiver under this Deed, but only to the extent that it has notified the Chargee that it intends to enforce that clause at the time of the termination or variation.

SECURITY

2 Payment of Secured Obligations

The Chargor will pay or otherwise discharge all Obligations from time to time owing by it to the Chargee when they become due for payment or discharge and all Obligations incurred by it to any person under or in connection with the Finance Documents.

3 Charge

Security for Secured Obligations

3.1 The charge contained in this clause 3:

- (a) is given to the Chargee;
- (b) secures the payment and discharge of the Secured Obligations; and
- (c) is given with full title guarantee.

Fixed charge

3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Shares, any Rights accruing to, derived from or otherwise connected with, the Shares (including Dividends and proceeds of Disposal) and any warrants, options, and other Rights to subscribe for, or otherwise acquire, Shares.

4 Set-off

Set-off of matured Secured Obligation

- 4.1 The Chargee may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by the Chargee) against any matured Obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either Obligation.
- 4.2 If the Obligations are in different currencies, the Chargee may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

Rights additional

4.3 These Rights are in addition to the Security conferred on the Chargee under this Deed.

5 Restrictions

Comply with restrictions

- 5.1 The Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Chargee agrees to the contrary.
- 5.2 No Security will exist over, or in relation to, any Charged Asset other than the Security constituted by this Deed.

Restrictions on Disposal

- 5.3 There will be no Disposal of any Charged Asset.

6 Perfection

General requirements

- 6.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry or otherwise), deposit all such documents and do all such other things as the Chargee may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge over the Charged Assets, subject only to such Security as the Chargee has agreed should rank in priority; and
 - (b) facilitate the enforcement of the Transaction Security, the realisation of the Charged Assets or the exercise of any Rights held by the Chargee or any Receiver under or in connection with the Transaction Security.
- 6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Transaction Security Documents.

Shares

- 6.3 The Chargor will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Chargee all certificates or other documents of title to the Shares and stock transfer forms for them, executed in blank by the Chargor;
 - (b) if required to do so by the Chargee (and to the extent that the Chargor is able to do so) amend the articles of association of the Company in the manner reasonably required by the Chargee (and procure that the Company takes, or omits to take, all such other steps as the Chargee may require) in order to enable it to enforce its Security without restriction; and
 - (c) if reasonably required to do so by the Chargee, procure that the Chargee or its nominee becomes registered as the legal owner of the Shares.

Notification

- 6.4 If, after the date of this Deed, the Chargor acquires or agrees to acquire any Shares, it will notify the Chargee as soon as reasonably practicable and will provide it with such information about the acquisition as the Chargee may reasonably require.

Subsequent Security

- 6.5 If the Chargee receives notice that any Security has been created over any of the Charged Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, the Chargee will be treated as if it had immediately opened a new account for the Chargor, and all payments received by the Chargee from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to the Chargee.

ENFORCEMENT

7 Enforcement

Time for enforcement

- 7.1 The Chargee may enforce the Transaction Security at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 7.2 The Chargee may enforce the Transaction Security by:
- (a) becoming the registered holder of the Charged Assets, selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any way it may decide; or
 - (b) appointing a Receiver of all or any part of the Charged Assets.
- 7.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Chargee may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Chargee will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Chargee will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Chargee;

- (b) in the case of credit claims, by reference to the amount actually recovered by the Chargee; and
- (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Chargee may reasonably decide.

7.4 Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

7.5 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.

7.6 The appointment of a Receiver may be made subject to such limitations as are specified by the Chargee in the appointment.

7.7 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Chargee may specify to the contrary in the appointment.

7.8 Subject to the Insolvency Legislation, the Chargee may remove or replace any Receiver.

7.9 If required by the Insolvency Legislation, a Receiver must be a person qualified to act as such under it.

Powers on enforcement

7.10 The Chargee and any Receiver will have the following powers in respect of the Charged Assets:

- (a) the powers given to an administrative receiver by the Insolvency Legislation;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if the Charged Assets were not the subject of Security and the Chargor were not in insolvency proceedings.

7.11 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

7.12 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Chargee, even in the liquidation of the Chargor.

7.13 The Chargee may from time to time determine the remuneration of any Receiver.

Third parties

7.14 A person dealing with the Chargee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

8 Application of proceeds

All money received by the Chargee or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Chargee, any Receiver or their Officers under clause 11 (*Expenses, liability and indemnity*) and all remuneration due to any Receiver under or in connection with the Transaction Security;
- (b) secondly, in or towards payment of the Secured Obligations in such order as the Chargee may determine (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

UNDERTAKINGS

9 Undertakings

- 9.1 During an Enforcement Time (and also once the Transaction Security is being enforced), the Chargee will be entitled to receive all distributions in respect of the Shares and Dividends for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargor will be entitled to receive those distributions.
- 9.2 During an Enforcement Time (and also once the Transaction Security is being enforced), but only upon written notice to the Chargor, the Chargee will be entitled to exercise all voting and other Rights in respect of the Shares and the Dividends. Otherwise, the Chargor will be entitled to exercise those Rights.
- 9.3 To the extent that the holder of those Shares is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 9.4 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Shares, and the Chargee will not in any circumstances incur any liability in respect of them.
- 9.5 The Chargor will not permit the Company to:
- (a) cancel, increase, create, issue or put under option (i) any share capital or (ii) any loan capital convertible into shares; or
 - (b) make any alteration to, grant any rights in relation to or otherwise re-organise, purchase or reduce its share capital or reserves in any way.
- 9.6 The Chargor will not convene a meeting of the Company with a view to passing a resolution that the Company be wound up.
- 9.7 The Chargor will take all steps as are necessary to preserve the value and marketability of the Charged Assets.
- 9.8 The Chargor will notify the Chargee as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Chargee under the Transaction Security. Those matters include a claim by any person to an interest in a Charged Asset.
- 9.9 The Chargor will provide to the Chargee:

- (a) such information about the Charged Assets;
- (b) such information about the extent to which it has complied with its obligations under this Deed; and
- (c) copies of such documents which create, evidence or relate to its Charged Assets,

as the Chargee may from time to time reasonably request.

- 9.10 If the Chargor does not comply with its obligations under this Deed, the Chargee may do so on the Chargor's behalf on such basis as the Chargee may reasonably decide. The Chargor will indemnify the Chargee on demand against the amount certified by the Chargee to be the cost, loss or liability suffered by it as a result of doing so.

MISCELLANEOUS

10 Duration of the Security

Continuing security

- 10.1 The Obligations of the Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

Settlements conditional

- 10.2 If any payment by the Chargor or any other security provider or any release given by the Chargee (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Chargee will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.

Section 93 Law of Property Act 1925

- 10.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

11 Expenses, liability and indemnity

Costs and expenses

- 11.1 The Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Chargee or by any Receiver in connection with the Transaction Security. This includes any costs and expenses relating to the enforcement or preservation of the Transaction Security or the Charged Assets and any amendment, waiver, consent or release required in connection with the Transaction Security.

No liability or costs

- 11.2 Neither the Chargee nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Transaction Security, except to the extent caused by its own negligence or wilful misconduct.

Indemnity to the Chargee

- 11.3 The Chargor will, on demand, indemnify each of the Chargee, a Receiver and their respective Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
- (a) anything done or omitted in the exercise of the powers conferred on it under the Transaction Security, unless it was caused by its negligence or wilful misconduct;
 - (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Transaction Security had not been granted and which was not caused by its negligence or wilful misconduct; or
 - (c) any breach by the Chargor of the Finance Documents.

12 Payments

Payments in full

- 12.1 All payments by the Chargor under the Transaction Security Documents will be made in full, without any set-off or other deduction.

Gross-up

- 12.2 If any tax or other sum must be deducted from any amount payable by the Chargor under the Transaction Security Documents, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.

VAT

- 12.3 All amounts payable by the Chargor under the Transaction Security Documents are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.

Default interest

- 12.4 If the Chargor fails to make a payment to a person under the Transaction Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).

Currency indemnity

- 12.5 No payment by the Chargor (whether under a court order or otherwise) will discharge the Obligations of the Chargor unless and until the Chargee has received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount

of the payment falls short of the amount of the Obligation concerned, the Chargee will have a separate cause of action against the Chargor for the shortfall.

Certificates and determinations

- 12.6 Any certification or determination by the Chargee of an amount payable by the Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

13 Remedies

Rights additional

- 13.1 The Rights created by this Deed are in addition to any other Rights of the Chargee against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

No waiver

- 13.2 No failure by the Chargee to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Chargee preclude its further exercise.

Partial invalidity

- 13.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

14 Power of attorney

The Chargor, by way of security, irrevocably appoints each of the Chargee and any Receiver severally to be its attorney to do anything:

- (a) which the Chargor is obliged to do under the Transaction Security Documents; or
- (b) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.

15 Notices

- 15.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other Parties.

- 15.2 It will be deemed to have been received by the relevant party on receipt at that address or fax number.
- 15.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other party.
- 15.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

16 Law and jurisdiction

Governing law

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

Jurisdiction of the English courts

- 16.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 16.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 16.4 Clause 16.2 is for the benefit of the Chargee only. As a result, the Chargee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1

Initial administrative details of the parties

Party	Address	Email Address	Attention
Chargor	14 Station Road, Didcot Oxfordshire OX11 7LL United Kingdom	s.i.poulton@altus-strategies.com	Steven Poulton
Chargee	31-33, Avenue Pasteur, L-2311 Luxembourg, Grand Duchy of Luxembourg	Simon.elbeze@la-mancha.com	Simon El Beze

Schedule 2

Shares

Name of the company	Number of shares	Class	Nominal value per share
Altus Royalties Limited	100	ORDINARY	£1

SIGNATORIES

The Chargor

Executed as a deed by

ALTUS STRATEGIES PLC

acting by:




DIRECTOR




DIRECTOR

The Chargee

LMH EXPLORERS S.À R.L.

by:

.....

Authorised signatory

SIGNATORIES

The Chargor

Executed as a deed by

ALTUS STRATEGIES PLC

acting by:

.....



DIRECTOR

.....



DIRECTOR

The Chargee

LMH EXPLORERS S.À R.L.

by:



Authorised signatory