

30 March 2011

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SAM
MR JOHN SAMPLE
FLAT 123
SAMPLE STREET
SAMPLE STREET
SAMPLE STREET
SAMPLETOWN VIC 3030

Dear Shareholder

SHARE PURCHASE PLAN OFFER

Following the announcement of its placement of 55,555,556 million shares at an issue price of A\$0.45 per share (**Placement**), the Board of Directors is pleased to give eligible shareholders an opportunity to subscribe for new shares in Atomic Resources Limited (**Atomic**) under its Share Purchase Plan (**Plan**), as announced on 28 February 2011 (**Offer**).

Participation in the Offer is optional and is open to eligible shareholders who, at 5:00pm WST on 25 February 2011 (**Record Date**), were holders of fully paid ordinary shares in Atomic and whose registered address is in Australia or New Zealand (**Eligible Members**). Shareholders outside of Australia or New Zealand who hold their shares via Australian or New Zealand custodians are not eligible to participate in the Offer.

The Offer entitles Eligible Members to purchase up to A\$5,000 worth of fully paid ordinary shares (**Shares**) in Atomic free from all brokerage and commissions. The maximum amount to be raised under the Offer is \$5 million. This is also the amount co-underwritten by Aspac Mining Ltd ARBN 116 553 087 (**Aspac**) and Farjoy Pty Ltd ACN 000 384 903 (**Farjoy**) (as to 50% each). The underwriting is subject to shareholder approval as Aspac and Farjoy are related parties.

Full details of the Plan are set out in the attached terms of the Plan.

Purpose of the Offer

The Placement and Offer will assist Atomic to fund the development of the Mbalawala coal project in south west Tanzania which is currently beneficially held 59.5% via Tancoal Energy Limited (a Tanzanian entity owned by Pacific Corporation East Africa Ltd ("**PCEA**") (as to 70%) and National Development Corporation (Tanzanian Government) (as to 30%)) and includes mine start up capital items including, mobile equipment, crushers, drill rigs and coal conveyer equipment totalling approximately \$13,000,000 plus initial working capital. The proceeds will also be used to fund:

- initial exploration costs for the ASEAN joint venture announced on 31 January 2011 of approximately \$1,000,000;
- acquisition of 15% of the shares on issue in PCEA (the Company currently owns 85% of the shares on issue in PCEA) of approximately \$2,500,000;
- additional working capital for project development for future near term developments of approximately \$6,600,000;
- costs of the Placement and Offer of approximately \$1,900,000.

Having considered a wide range of capital management options, the Board believes the chosen strategy involving the Placement and the Offer provides adequate opportunity for both Atomic's institutional and retail shareholders to participate in the equity raising.

Details of Offer

- The subscription price per Share is \$0.45 representing a discount of approximately 15% to the volume weighted average trading price of Atomic's shares on ASX during the five trading days immediately prior to the date of the announcement of the issue (28 February 2011).
- No brokerage or participation costs payable by participants.
- A minimum subscription of A\$1,000 is required. Subscriptions above this amount must be in the amounts specified in the Application Form.
- The maximum subscription is A\$5,000.
- The Offer is available to Eligible Members only and is non-renounceable which means the right to apply for Shares cannot be sold or otherwise disposed of.
- Shares allotted under the Plan will be issued no later than 6 business days after the closing date of the offer. Application for quotation on ASX of the new Shares will be made immediately following the issue of those Shares.
- The Offer is fully co-underwritten by Aspac and Farjoy as to 50% each, subject to shareholder approval.

Shareholders should be aware that the price at which Atomic shares are trading on ASX may rise or fall during the period of the Offer. This means that the subscription price that Eligible Members may pay for Shares may exceed the market price of the Shares at the date of allotment of Shares under this Offer. In addition, the Offer does not take into account the individual investment objectives, financial situation or particular needs of each Eligible Member. Atomic recommends that Eligible Members consider obtaining independent financial and taxation advice and consider price movements in Atomic shares before making a decision about whether to invest through the Plan.

Indicative timetable

Plan Record Date	25 February 2011
Offer announced	28 February 2011
Plan offer opens	30 March 2011
Offer and application documents mailed to shareholders eligible to participate in Plan	30 March 2011
Plan offer closes	20 April 2011
EGM	28 April 2011
New shares allotted	29 April 2011
Dispatch of holding statements/confirmation advice and application for quotation	2 May 2011

These dates are indicative only and, subject to compliance with ASX Listing Rules, the dates and times of the Offer may change without prior notice. Eligible Members are encouraged to submit Application Forms as early as possible. Atomic will announce any changes to the timetable.

When and how to apply

The Offer will open at 9:00am (WST) on Wednesday 30 March 2011 and will remain open until 5:00pm (WST) on Wednesday 20 April 2011. As soon as practicable after the close of the offer, Atomic will make an ASX announcement as to the outcome of the Offer and the number of shares to be issued.

To participate in the Offer, please return your Application Form to Computershare Investor Services Pty Ltd by no later than **5:00pm (WST) on Wednesday 20 April 2011**. Payment methods are set out in the Application Form. Cheques or bank drafts are to be made payable to Atomic Resources Limited and crossed "not negotiable". No late applications will be accepted.

You should carefully read the attached Terms. Should you require further assistance, please do not hesitate to contact the Company's Share Registry, Computershare Investor Services Pty Ltd, Investor Inquiries on 1300 650 595 between 8.30am and 5.30pm (Sydney time), Monday to Friday.

Yours sincerely

ATOMIC RESOURCES LIMITED

This Offer does not constitute an offer of securities for sale in the United States and is not for release, publication or distribution in whole or part in the United States. The new shares to be issued under the Plan have not been and will not be registered under the U.S. Securities Act 1933, as amended or the securities laws of any state or other jurisdiction of the United States.

Enc. Terms of Share Purchase Plan
 Acceptance Form

TERMS OF THE ATOMIC RESOURCES LIMITED SHARE PURCHASE PLAN

1. Definitions

In this Plan, unless the context otherwise indicates:

Application Form means the application form for Shares under the Plan included with these Terms;

ASIC means the Australian Securities & Investments Commission;

ASX means the ASX Ltd or the market it operates, as applicable;

Board means the board of directors of the Company;

Closing Date means the date determined by the Board to be the closing date of an Offer;

Company means Atomic Resources Limited ACN 124 408 751;

Custodian has the meaning set out in ASIC Class Order 09/425 as amended from time to time;

Custodian Offer has the meaning set out in ASIC Class Order 09/425 as amended from time to time;

Eligible Members means members of the Company eligible to participate in an Offer as determined under clause 2;

Maximum Parcel means such number of Shares that will result in the Total Purchase Price for the Offer when aggregated with the Total Purchase Price paid by a person on their own behalf, by a Custodian on behalf of the person and by a Custodian in relation to which another Custodian holds beneficial interests in the Shares on behalf of the person not exceeding such maximum amount as required for the Plan to satisfy class order or other relief granted by ASIC in any 12 month period;

Offer means a non-renounceable offer of Shares to Eligible Members made under the Plan from time to time;

Plan means the Atomic Resources Limited Share Purchase Plan approved by the Board from time to time;

Purchase Price means the subscription price for each Share determined in accordance with clause 3 and specified in each Offer;

Record Date means the date specified as such in an Offer;

Shares means fully paid ordinary shares in the Company;

Terms means these terms of the Plan; and

Total Purchase Price means the total amount payable by the Eligible Member for Shares in acceptance of an Offer (based on the Purchase Price per Share for the relevant Offer).

2. Eligibility to Participate

2.1. The members of the Company who will be eligible to apply for Shares under an Offer (**Eligible Members**) are those who:

2.1.1. are recorded in the Company's register of members at 5pm on the relevant Record Date for that Offer; and

2.1.2. have an address (as recorded in the Company's register of members) in a jurisdiction in which it is lawful and practical for the Company to offer and issue Shares under the Plan (in the reasonable opinion of the Board) (**Acceptable Jurisdiction**).

An Offer does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer.

2.2. Eligible Members who have multiple single holdings of Shares may only apply for one Maximum Parcel in any 12 month period regardless of how many Offers the Eligible Member may receive.

2.3. Eligible Members who are joint shareholders may only apply for one Maximum Parcel between them in any 12 month period regardless of how many Offers they may receive.

2.4. An Eligible Member who is a Custodian holding Shares on behalf of one or more other persons who have an address in an Acceptable Jurisdiction on the Record Date (each a **Participating Beneficiary**) may apply for one Maximum Parcel for each Participating Beneficiary. Where the Custodian does apply for more than one Maximum Parcel the Custodian certifies to the Company:

2.4.1. either or both of the following:

2.4.1.1. that the Custodian holds Shares on behalf of each Participating Beneficiary who is not a Custodian;

2.4.1.2. that another Custodian (**Downstream Custodian**) holds beneficial interests in Shares in the class on behalf of one or more Participating Beneficiaries and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another Custodian;

TERMS OF THE ATOMIC RESOURCES LIMITED SHARE PURCHASE PLAN

on the Record Date and that each Participating Beneficiary has subsequently instructed, where clause 2.4.1.1 applies the Custodian, and where clause 2.4.1.2 applies the Downstream Custodian to apply for Shares on their behalf under the Plan;

- 2.4.2. there are no Participating Beneficiaries in respect of which the total application price for the following exceeds the amount prescribed by ASIC class order relief:
 - 2.4.2.1. the Shares applied for by the Custodian under the Plan in accordance with the instructions referred to in clause 2.5.4; and
 - 2.4.2.2. any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the Plan.
- 2.4.3. that a copy of the written Offer was given to each Participating Beneficiary;
- 2.5. Before the Company will issue Shares comprising more than one Maximum Parcel to a Custodian the Custodian must provide a certificate to the Company certifying:
 - 2.5.1. the number of Participating Beneficiaries;
 - 2.5.2. the name and address of each Participating Beneficiary;
 - 2.5.3. in respect of each Participating Beneficiary:
 - 2.5.3.1. where clause 2.4.1.1 applies, the number of Shares in the class that the Custodian holds on their behalf; and
 - 2.5.3.2. where clause 2.4.1.2 applies, the number of Shares in the class to which the beneficial interests relate;
 - 2.5.4. in respect of each Participating Beneficiary:
 - 2.5.4.1. where clause 2.4.1.1 applies, the number or the dollar amount of Shares they instructed the Custodian to apply for on their behalf; and
 - 2.5.4.2. where clause 2.4.1.2 applies, the number or the dollar amount of Shares they instructed the Downstream Custodian to apply for on their behalf;
 - 2.5.5. where clause 2.4.1.2 applies, the name and address of each Custodian who holds beneficial interests in the Shares in the class held by the Custodian in relation to each Participating Beneficiary.
- 2.6. If the Custodian holds Shares jointly on behalf of 2 or more persons:
 - 2.6.1. the Maximum Parcel limit applies jointly in relation to those persons as if the Custodian held the Shares on behalf of a single person; and
 - 2.6.2. the Custodian is taken to have been instructed to apply for Shares on behalf of those persons if:
 - 2.6.2.1. the Custodian has received such an instruction in accordance with the terms on which the Shares are held; or
 - 2.6.2.2. where the terms on which the Shares are held do not cover the giving of instructions of this kind – the Custodian has received such an instruction from any of those persons.
- 2.7. If the Custodian does not provide the certification set out in clause 2.4 or the certificate referred to in clause 2.5, the rule for multiple single holdings in clause 2.2 applies.
- 2.8. Where any Eligible Member holds Shares on behalf of another person, it is the Eligible Member's responsibility to ensure that the beneficial owner has an address in an Acceptable Jurisdiction.
- 2.9. Acceptance of an Offer is optional. However, if an Eligible Member wishes to accept an Offer, Eligible Members:
 - 2.9.1. must apply for a minimum of \$2,000 worth of Shares (based on the Purchase Price for that Offer) or such other minimum as specified by the Board from time to time in any Offer;
 - 2.9.2. may only apply for Shares in multiples of \$500 (based on the Purchase Price for that Offer) or such other multiple as specified by the Board from time to time in any Offer; and

TERMS OF THE ATOMIC RESOURCES LIMITED SHARE PURCHASE PLAN

2.9.3. subject to clauses 2.2 to 2.6, may only apply for such number of Shares as to not exceed one Maximum Parcel.

2.10. All Offers made under the Plan are non-renounceable. This means the right to purchase Shares under the Offer cannot be transferred to anyone else.

2.11. Participation in the Plan by Eligible Members is optional and is subject to these Terms.

3. Calculation of purchase price

3.1. The Purchase Price of Shares under an Offer shall be a price per Share being equal to a discount of up to 20% of the average market price (as defined in ASX Listing Rules) of Shares on the ASX over the last 5 days on which sales in the Shares were recorded before:

3.1.1. the day the Offer was announced, or

3.1.2. the day the Offer was made

as determined by the Board from time to time.

3.2. By accepting an Offer and applying for Shares under the Plan, each Eligible Member acknowledges that although the Purchase Price is a discount to the average market price of Shares on ASX during the period described in clause 3.1, Shares are a speculative investment and the price of Shares on ASX may change between the date of the Company announcing its intention to make an Offer and the date of issue of Shares under that Offer and that the price and/or value of the Shares received under the Plan may rise or fall accordingly. As a result, the Company recommends that Eligible Members seek professional advice in relation to each Offer.

4. Terms of issue of shares

4.1. The Board reserves the right to refuse an application (in whole or in part) if it considers that:

4.1.1. the applicant is not an Eligible Member;

4.1.2. the issue of Shares the subject of the application would result or be likely to result in the issue of more than a Maximum Parcel to the Eligible Member;

4.1.3. the issue of those Shares would contravene any law or the ASX Listing Rules; or

4.1.4. the applicant has not otherwise complied with the terms of the Plan.

If an application is refused in whole or in part, the application monies or the surplus application monies (as the case may be) will be refunded in full without interest.

4.2. Subject to clause 4.1, Shares will be issued and holding statements dispatched no later than 15 business days after the Closing Date stipulated in respect of an Offer.

4.3. From their date of issue, Shares allotted under the Plan will rank equally in all respects with the then existing fully paid ordinary shares in the Company.

4.4. The Company will apply for quotation on the ASX of Shares issued under the Plan within 10 days after their date of issue.

4.5. No brokerage, commissions, stamp duty or other transaction costs will be payable by Eligible Members in respect of an application for, and an issue of, Shares under the Plan.

4.6. By completing the Application Form, the applicant warrants and certifies to the Company that:

4.6.1. they are an Eligible Member;

4.6.2. where the applicant holds Shares on behalf of another person, the beneficial owner has an address in an Acceptable Jurisdiction; and

4.6.3. the total application price for the following will not exceed the amount prescribed by ASIC class order relief in relation to the applicant as a result of issuing the Shares:

4.6.3.1. the Shares issued to the applicant under the Plan; and

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- 4.6.3.2. any other Shares issued to the applicant under an arrangement similar to the Plan in the 12 months before the date of issue under the Plan; and
 - 4.6.3.3. any other Shares in the class issued to a Custodian as a result of an instruction given by the applicant to the Custodian to apply for Shares on their behalf under the Plan; and
 - 4.6.3.4. any other Shares issued to a Custodian in the 12 months before the date of issue under the Plan as a result of an instruction given by the applicant to the Custodian to apply for Shares on their behalf under an arrangement similar to the Plan.
- 4.7. Where an Eligible Member is a joint shareholder, the certification set out in clause 4.6 above made by one of the joint shareholders is taken to be a certification by all joint shareholders.
- 4.8. Where the Eligible Member is a Custodian, the relevant Eligible Member:
- 4.8.1. makes the certifications set out in clause 2.4 and will provide the certificate referred to in clause 2.5;
 - 4.8.2. warrants the accuracy of the certifications it provides; and
 - 4.8.3. acknowledges that the Company will rely on the certification in satisfying itself of its compliance with the *Corporations Act 2001* (Cth) and any applicable ASIC relief.

5. General

- 5.1. The Plan will be administered by the Board or a committee of the Board and the Board will have an absolute discretion to:
- 5.1.1. determine appropriate procedures for administration of the Plan consistent with these Terms;
 - 5.1.2. resolve conclusively all questions of fact or interpretation arising in connection with the Plan or these Terms; and
 - 5.1.3. delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of their powers or discretions under the Plan or these Terms.
- 5.2. The Plan and these Terms may be suspended, terminated or amended at any time by the Board.
- 5.3. These Terms are governed by and construed in accordance with the laws for the time being in force in the State of New South Wales.
- 5.4. Subject to clause 5.5, the Board may determine in its discretion the amount raised through the Plan or any particular Offer.
- 5.5. The total number of Shares issued under the Plan must not exceed 30% of the number of Shares on issue as at 5pm WST on the Record Date unless the Company obtains a waiver from ASX from Listing Rules 7.1 and 10.11. Accordingly, if applications are received under the Offer for more than 30% of the number of Shares on issue as at the Record Date, the Company will scale back applications on a pro rata basis.
- 5.6. Shares to be issued under this Plan have not and will not be registered under the U.S. Securities Act of 1933 as amended (**Securities Act**), or the Securities laws of any State or other jurisdiction of the United States.
- 5.7. In order to comply with relevant securities laws, Shares to be issued under this Plan may not be offered to shareholders located in the "United States" or to shareholders who are, or who are acting for the account or benefit of, "U.S. persons". As used herein, the terms "United States" and "U.S. persons" are as defined in Regulation S under the Securities Act.
- 5.8. Because of these legal restrictions, Eligible Members must not send copies of the Terms or any other material relating to the Plan or Offer to any person resident in the United States or who are, or are acting for the account or benefit of, "U.S. persons".
- 5.9. Consistent with the warranties contained in these Terms and the Application Form, Eligible Members may not submit any completed Application Forms for any person resident in the United States or who are, or are acting for the account or benefit of, "U.S. persons". Failure to comply with these restrictions may result in violations of applicable securities laws.
- 5.10. To purchase Shares under the Plan, please complete, sign and return the Application Form.

Please return completed form to:
Computershare Investor Services Pty Limited
Locked Bag 2508 Perth
Western Australia 6001 Australia
Enquiries (within Australia) 1300 850 505
(outside Australia) 61 3 9415 4000
www.computershare.com

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SAM

MR JOHN SMITH 1

FLAT 123

123 SAMPLE STREET

THE SAMPLE HILL

SAMPLE ESTATE

SAMPLEVILLE VIC 3030



Securityholder Reference Number (SRN)



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For your security keep your SRN/HIN confidential.

Entitlement Number:

Record Date: 25 February 2011

Offer Closes: 5pm AWST 20 April 2011

Price per Security: A\$0.45

SHARE PURCHASE PLAN APPLICATION FORM

IMPORTANT:

This is an important document which requires your immediate attention. If you are in any doubt as to how to deal with this form please consult a professional adviser.

Pursuant to the terms and conditions of the Atomic Resources Limited Share Purchase Plan ("SPP") contained in the letter to Atomic Resources Limited shareholders dated 31 March 2011, Atomic Resources Limited is offering eligible shareholders the opportunity to purchase Shares up to a maximum value of A\$5,000.00 per eligible shareholder, subject to a minimum application of A\$1,000.00. **If you do not wish to purchase additional shares under this offer there is no need to take action.**

By making your payment, you agree to be bound by the Constitution of Atomic Resources Limited and agree that the submission of this payment constitutes an irrevocable offer to you by Atomic Resources Limited to subscribe for Atomic Resources Limited Shares on the terms of the SPP. In addition, by submitting this Application Slip you certify that the aggregate of the application price paid by you for:

- the Shares the subject of this Application Slip; and
- any other shares and interests in the class applied for by you under the Share Purchase Plan or any similar arrangement in the 12 months prior to the date of submission of this Application Slip, does not exceed A\$15,000.00.

METHOD OF ACCEPTANCE

Your cheque, Bank Draft or Money Order should be in Australian dollars and drawn on an Australian bank made payable to 'Atomic Resources Limited - SPP A/C' for the relevant amount and crossed 'Not Negotiable'. Please ensure you submit the correct amount. Incorrect payments may result in your application being rejected.

Your application slip and cheque, Bank Draft or money order must be received by the share registry before the close of the offer 5pm (AWST) on 20 April 2011. You should allow sufficient time for this to occur. A reply paid envelope is enclosed for shareholders in Australia. New Zealand holders will need to affix the appropriate postage. Your Application Slip should be returned in the envelope provided or delivered to Computershare Investor Services Pty Limited ("CIS") at the address shown on the reverse of this form. Refer overleaf for instructions.

Atomic Resources Limited may make determinations in any manner it thinks fit, in relation to any difficulties, anomalies or disputes which may arise in connection with or by reason of the operation of the SPP whether generally or in relation to any participant or application. Any determinations by Atomic Resources Limited will be conclusive and binding on all eligible shareholders and other persons to whom the determination relates. Atomic Resources Limited reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all eligible shareholders even where Atomic Resources Limited does not notify you of that event.

This offer is non-renounceable - No Signature is required

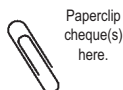
Return Application Slip and Cheque, Bank Draft or Money Order in the envelope provided

Applications can only be accepted in the name printed on this form

A T Q

S P R M

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Paperclip
cheque(s)
here.



Atomic Resources Limited
ABN 65 124 408 751

Please see overleaf for Payment Options



Entitlement Number: <xxxxxxxxxx>

I/We wish to purchase shares:

☐

A\$1,000.00

or

☐

A\$5,000.00

or

or any amount between A\$1,000.00 and A\$5,000.00
in multiples of A\$500.00

* These share amounts may be subject to scale-back in accordance with the terms of the SPP.

Payment Details

Drawer

Cheque Number

BSB Number

Account Number

Amount of cheque

Make your cheque or bank draft payable to Atomic Resources Limited - SPP A/C

Enter your contact details

Contact Name

Telephone Number - Business Hours / After Hours

1234567890123456+1234567890-1234+12

Instructions

Payment Details

Make your cheque, bank draft or money order payable to Atomic Resources Limited - SPP A/C in Australian currency and cross it Not Negotiable. Your cheque or bank draft must be drawn on an Australian Bank. Please ensure you submit the correct amount. Incorrect payments may result in your application being rejected.

Complete cheque details in the boxes provided.

Cheques will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the Share Purchase Plan Application Slip where indicated. Cash will not be accepted. A receipt for payment will not be forwarded.

Contact Details

Enter your contact details. These are not compulsory but will assist us if we need to contact you.

Lodgement of Application

Application Slips must be received by CIS Perth by no later than 5pm (AWST) on 20 April 2011. You should allow sufficient time for this to occur. The postal acceptance rule does not apply to the Share Purchase Plan. A reply paid envelope is enclosed for shareholders in Australia. New Zealand holders will need to affix the appropriate postage.

Return the Application Slip with cheque(s) attached:



Atomic Resources Limited
Computershare Investor Services Pty Limited
Locked Bag 2508
Western Australia 6001
Australia

Neither CIS nor the Company accepts any responsibility if you lodge the slip below at any other address or by any other means.

Privacy Statement

Personal information is collected on this form by CIS, as registrar for securities issuers ("the issuer"), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act 2001, you may be sent material (including marketing material) approved by the issuer in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or e-mail privacy@computershare.com.au

If you have any enquiries concerning this form or your entitlement, please contact CIS on 1300 850 505.

This form may not be used to notify your change of address. For information, please contact CIS on 1300 850 505 or visit www.computershare.com (certificated/ issuer sponsored holders only).

CHESS holders must contact their Controlling Participant to notify a change of address.

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