

APPROVED
By Resolution of the Extraordinary
General Meeting of the Members
of the Limited Liability Company
“WorleyParsons – Sakhneftegaz Engineering”
13 May, 2016
Protocol No. 04-16

CHARTER
Limited Liability Company
“WorleyParsons - Sakhneftegaz
Engineering”

(Revision № 4)

Moscow
2016

1. General Provisions

1.1. Limited Liability Company "WorleyParsons - Sakhneftegaz Engineering" (hereinafter referred to as the "Company") for the purpose of the activities thereof, shall be guided by the Civil Code of the Russian Federation, Federal Law No. 14-FZ "On Limited Liability Companies" dated February 8, 1998 (hereinafter referred to as the "Law"), Federal Law No. 160-FZ "On Foreign Investments into the Russian Federation" dated July 9, 1999 (hereinafter referred to as "Federal Law "On Foreign Investments into the Russian Federation"), and this Charter.

The Company is a legal entity incorporated pursuant to the Law of the Russian Federation, registered on November 8th, 2005 under the state registration No. (PSRN) 1056500748061.

This revision 4 of the Company Charter is approved by the resolution of the Extraordinary General Meeting of the Company on 13May 2016, Protocol No. 04-16.

The Charter in its revision No.4 is deemed to be a foundation document of the Company and pursuant to the Law defines the legal status of the Company, rights and obligations of its Members.

1.2. No restrictions shall be applied for the term of the Company activities.

2. Name and Location of the Company

2.1. The full trade name of the Company in the Russian language shall be:

Общество с ограниченной ответственностью «УорлиПарсонс – Сахнефтегаз Инжиниринг»;

The short trade name of the Company in the Russian language shall be:

ООО «УорлиПарсонс - СНИ»;

The full trade name of the Company in the English language shall be:

«WorleyParsons- Sakhneftegaz Engineering», Limited Liability Company.

The short trade name of the Company in the English language shall be:

"WorleyParsons -SNE" LLC.

2.2. The location of the Company shall be: 29, 1st Brestskaya str., Moscow 125047, Russian Federation

The above address is the place of location of the Permanent individual Executive body of the Company (General Director) and The Company foundation, internal corporate and financial documents custody.

3. The Purposes and Activities of the Company

13.1. The purpose of the Company is to expand the market of the goods and services and to generate profit.

13.2. The Company's activities shall include:

3.2.1. Capital construction:

- Construction of new buildings and structures of various application, land improvement, construction of roads and bridges;
- Re-construction of operating and non-operating facilities, structures, buildings;
- Technical refurbishment of industrial, civil and social infrastructure facilities;
- Capital repair of buildings and structural facilities of various application;

3.2.2. In the course of building and structural work, the Company shall perform the following types of works at industrial, civil, residential and social facilities:

- Site preparation, general construction works, finishing, excavation ;
- Installation of process, electrical, lifting and haulage and other types of equipment for the facilities in all branches of the economy;
- Erection of all types of structural facilities, including steel structures and pipelines;
- Electrical installation works, sanitary-engineering works, chemical protection works and heat insulation works related to ventilation systems manufacture and installation;
- Installation of C&I systems;
- Dewatering and water well drilling works;

- Construction and repair of utility lines and all types of engineering infrastructure facilities;
- Supply of building materials, tools and equipment;
- 3.2.3. Design and survey works, engineering and design, architectural design works;
- 3.2.4. Engineering services covering design engineering, process engineering and construction engineering:
 - Obtain permits and approvals;
 - Development of investment projects and construction feasibility studies;
 - Obtaining and documenting design input data;
 - Engineering support services;
 - Technical supervision of construction and structural works;
 - Provision of technologies, process equipment procurement management;
 - Personnel professional training management;
 - Assistance in the project management;
 - Operation of facilities during the warranty period;
 - Construction management;
 - Commissioning of facilities;
- 3.2.5. Expert review of engineering and design documents, manufactured articles and equipment;
- 3.2.6. Reconstruction, renovation and restoration of architectural landmarks, buildings and monuments of historical or architectural significance;
- 3.2.7. Acquisition, ownership, operation, lease, hire, construction, repair and other disposal of industrial, warehousing, cultural, general purpose and sports facilities, equipment and other material and intellectual valuables pursuant to the existing legislation of the Russian Federation, all types of warehousing operations in the territory of the Russian Federation and other countries;
- 3.2.8. Production and trading of building materials, development, production and marketing of materials and structural elements for construction industry;
- 3.2.9. Development of all forms of production, research and development cooperation, including the sale, on contractual basis, of patent rights, licenses, know-how related to the scope of the Company's operations, exchange of technical documents, joint design, organization of joint components procurement services, development of production programs, exchange of improvements and patents;
- 3.2.10. Foreign trade operations related to export and import of goods and services required to support the Company operations and other needs;
- 3.2.11. Investment of the Company's funds into development of commercial projects, investments into industrial development and commercial programs;
- 3.2.12. Provision of representative and protocol services to foreign entities in the Russian Federation and globally;
- 3.2.13. Implementation of innovations, restructuring of Russian organizations and enterprises on the basis of foreign best practices to enhance their effectiveness and competitiveness, expand their export potential, and increase the efficiency of their foreign trade relations;
- 3.2.14. Technical assistance both in the Russian Federation and globally in the implementation of the projects for construction and operation of oil and gas production facilities, refineries, gas treatment plants and other foreign trade, intermediary and consulting services, including promotion and marketing, engineering, maintenance of machinery and equipment exported or imported;
- 3.2.15. Attracting investments, including foreign investments, for construction, development and reconstruction of Russian enterprises and organizations, trading, financial and other operations in support of the activities of foreign investors in the Russian Federation and those of the Russian entities operating overseas;
- 3.2.16. Freight operations with sea, river, automobile, aviation and other types of transport;
- 3.2.17. Other foreign trade operations, including participation in global operations;
- 3.2.18. Facilitation of business meetings, seminars, symposiums, conferences, exhibitions, show-rooms, saloons and fairs, sourcing of business partners for the companies and organizations for the design, manufacturing and delivery of required equipment, marketing ;
- 3.2.19. Provision of consulting services;

3.2.20. Other activities pursuant to the Russian legislation.

13.3. All the above activities shall be conducted in accordance with the effective laws of the Russian Federation. The Company may be engaged in certain operations as stipulated by federal law only upon receipt of special permit (license) for strictly designated type of activities. If terms and conditions of a special permit (license) for exercising special type of activities stipulate that such type of activities shall be exercised as an exclusive one, the Company – within the validity period of such special permit (license) – may exercise only those types of activities of activities, which are covered by the special List permit (license) and associated activities.

13.4. Foreign trade operations shall be conducted by the Company in accordance with the laws of Russian Federation.

13.5. In order to achieve its goals the Company may acquire rights, bear obligations and perform any acts not contradicting the existing legislation and this Charter.

4. Legal Status of the Company

4.1. The Company is a legal entity established under the effective legislation of the Russian Federation, and owns assets evidenced by independent balance sheets.

4.2. The Company may, acting in its own name, acquire and exercise proprietary and personal non-proprietary rights, assume liabilities, sue and be sued in a court of law, court of arbitration and court of referees.

4.3. The Company shall have civil rights and civil obligations vested therein as required for the conduct of any types of operations which are not expressly prohibited by the applicable federal laws, and which are consistent with the objectives and types of operations laid down in Article 4 of this Charter.

4.4. The Company may, acting in accordance with the established procedure, open bank accounts in the Russian Federation and abroad.

4.5. The Company shall have a round seal containing its full trade name in the Russian language and a reference to its location.

4.6. The Company may have stamps and stationery bearing its trade name, an emblem, a duly registered trade mark, and other means of identification.

4.7. The Company shall be liable for its obligations with all its assets.

4.8. The Company shall not be responsible for the obligations of its Members.

4.9. The Members of the Company shall not be liable for the obligations of the Company, and shall bear the risk of losses associated with the operations of the Company to the extent of their share capital. The Members of the Company which are in arrears in the payment of their share capital shall bear joint and several responsibilities for the obligations of the Company to the extent of the arrears in the payment of their share capital.

The Members of the Company shall be liable jointly with the Company for the deals the latter effect in accordance with the instructions or with the agreement of the Company members.

4.10. If the Company becomes insolvent (bankrupt) through the fault of its Members or other persons which are authorized to issue instructions that are binding upon the Company, or otherwise can direct its operations, such culpable Members or other persons may bear subsidiary liability for the obligations of the Company, if its assets are not sufficient to discharge such obligations.

4.11. The Russian Federation, constituent entities of the Russian Federation and municipalities of the Russian Federation shall not be liable for the obligations of the Company, nor shall the Company be liable for the obligations of the Russian Federation, constituent entities of the Russian Federation or municipalities of the Russian Federation.

5. Branches and Representative Offices of the Company

5.1. The Company may establish branches and set up representative offices by resolution of the General Meeting of the Members of the Company.

5.2. Branches and representative offices shall be established by the Company in the territory of the Russian Federation in compliance with the applicable requirements of the Law and other federal laws, and outside of the territory of the Russian Federation also in compliance with the existing legislation of that foreign country where such branches and representative offices are being established, unless otherwise provided by international treaties of the Russian Federation.

5.3. Branches and representative offices of the Company are vested with the Company material assets and operate pursuant to the approved regulations hereof. Branches and representative office assets are accounted for in their separate balance sheets and in the Company balance sheets. Senior executives of the branches and representative offices are appointed by the Company and act on the basis of the Power of Attorney issued by the Company.

Branches and Company's Representations operate on behalf of the Company. The Company shall be responsible for the activities conducted by the Company's branch and representation office.

Information relating to the branches and representative offices of the Company shall be incorporated in the Unified State Register of Legal Entities.

6. Subsidiary and Controlled Companies

6.1. The Company may have subsidiary and controlled companies with the status of legal entities, such companies being incorporated in the territory of the Russian Federation in compliance with the Law and other federal laws, and outside of the territory of the Russian Federation also in compliance with the existing legislation of that foreign country where such companies are being incorporated, unless otherwise provided for by international treaties of the Russian Federation.

6.2. The Company shall be entitled to set up independently or in association with other legal or individual entities in Russia and overseas affiliated operation units and joint ventures, consortia, associations and other forms of incorporation, as well as act as a shareholder (participant) with other legal entities.

7. Members of the Company, Their Rights and Obligations

7.1. Russian and foreign legal entities and individuals may be the Members of the Company.

7.2. The Company's sole Member may not be another company constituted by one person.

7.3. The number of the Members of the Company may not exceed fifty.

If the number of the Members of the Company exceeds the limit established by this paragraph, the Company shall, within one year thereafter, be restructured to an open joint stock company or a production cooperative. If the Company is not so restructured within the aforementioned period of time, and the number of the Members of the Company still exceeds the limit established by this paragraph, the Company shall be liquidated by judicial order issued at the request of the body responsible for state registration of legal entities, or another government or local self-government body authorized therefore by the Federal Law.

7.4. The Members of the Company shall have the right to:

7.4.1. Participate in the Company management in accordance the existing legislation and the Company Charter;

7.4.2. Receive information about the activities of the Company, review accounts books, records and other documents of the Company in accordance with the procedure established by this Charter;

7.4.3. Participate in the Company profit distribution;

7.4.4. Sell or otherwise alienate their units in the Charter Capital of the Company, or any portion thereof, in favor of one or several members of the Company in accordance with the Law and this Charter;

7.4.5. Withdraw from the Company by way of alienation of the owned unit or requiring acquisition of the unit by the Company in cases provided for by the Law;

- 7.4.6. In the event of liquidation of the Company, exercise the right for a portion of the assets of the Company remaining after the creditors' claims have been settled, or to a fair value thereof;
- 7.4.7. The Members of the Company shall also have other rights stipulated by the Law.
- 7.5. The Members of the Company shall have the obligation to:
- 7.5.1. Make payment of the unit value to the Company Charter Capital in accordance with the procedure, in the amount, and within the term established by the Law and Articles of Association;
- 7.5.2. Refrain from disclosing confidential information about the operations of the Company.
- 7.5.3. Members of the Company shall bear other responsibilities as provided for by the Law.

8. Charter Capital of the Company

- 8.1. The Charter Capital of the Company represents the par value of units held by the Members of the Company, and shall amount to Rubles 7,000,000.00 (Seven million).
- 8.2. The size of the unit of each Member of the Company in the Charter Capital of the Company shall be expressed in percentage points.
- 8.3. Payment for the units in the Company Charter Capital may be made in cash, by securities, other items of property or proprietary rights, or other rights assessable in monetary value.
- 8.4. Monetary evaluation of material assets vested as payment for the Company Charter Capital units is a subject for approval by the General Meeting resolution passed by 100% (One Hundred percent) of votes of the Members of the Company.
- 8.5. If the par value or increase of the par value of a unit held by a Member of the Company in the Charter Capital of the Company, and paid in the form of non-monetary contribution, exceeds twenty thousand rubles, for the purpose of evaluation of such assets an independent assessor shall be engaged, provided Federal Law does not provide for otherwise. The par value or increase of the par value of the unit paid in the form of with non-monetary assets may not exceed the estimated value thereof as determined by such independent assessor.
- 8.6. If any non-monetary payments are made to the Charter Capital of the Company, and if such asset equivalent is not sufficient the Members of the Company and the independent assessor shall bear joint and several liability for the obligations of the Company to the extent of overstatement of the value of such non-monetary assets contribution into the Company Charter Capital for a period of three years following the date of state registration of the Company or of the appropriate amendments to this Charter as provided for in Article 19 of the Law.

9. Changes of the Charter Capital of the Company

- 9.1. The Charter Capital of the Company may be increased only after it has been fully paid off. The Charter Capital of the Company may be increased by the Company assets, and/or additional contributions by the Members of the Company, and/or contributions by third parties acceding to the Company in accordance with the provisions of the Law.
- 9.2. The Company may, and in certain situations stipulated by the Law shall, reduce its Charter Capital. The Charter Capital of the Company may be reduced by decreasing the par value of the units held in the Charter Capital of the Company by all Members of the Company, and/or by cancellation of the units held by the Company.
- 9.3. The Company may not decrease its Charter Capital if, as a result of such decrease, its amount shall be less than the minimum amount of the charter capital as stipulated by the Law on the date of submission of documents for the state registration of the appropriate amendments to this Charter and in cases provided for by the Law, the Company is liable to reduce its Charter Capital with an effect from the Company registration date.
- 9.4. The decrease of the Charter Capital of the Company by reducing the par value of the units held by all Members of the Company shall be conducted on a *pro rata* basis.

10. Transfer of Units (Portions of Units) Held in the Charter Capital of the Company by the Members of the Company to other Members of the Company and Third Parties

10.1. Transfer of the unit or part of the Company Charter Capital unit to one or several Members of the Company or to any third parties shall be implemented based on a legal succession or on some other legal basis.

10.2. Any Member of the Company may sell or otherwise exercise alienation of its unit in the Charter Capital of the Company, or any portion thereof, to any one or several Members of the Company solely upon other Company Members' and the Company's consent for such transaction.

10.3. The Members of the Company may also sell or otherwise alienate their units (portions thereof) to third parties.

10.4. The Members of the Company shall have pre-emptive right to buy such units (portions thereof) at the price at which such units (portions thereof) are offered to third parties, in proportion to the size of their respective units. If other Members of the Company fail to exercise their pre-emptive right to buy such units (portions thereof), the pre-emptive right to buy the unit (portion thereof) owned by any Member of the Company shall be provided to the Company.

10.5. Members of the Company and the Company have also a pre-emptive right for the purchase of the unit portion or partial unit portion in the Charter Capital of the Company offered for sale with the remaining unit portion or unit partial portion may be sold to any third party after the said right has been partially exercised by the Company or its Members at a price and on terms and conditions made known to the Company and its Members.

10.6. Offer of the Company Charter Capital unit or portion thereof to be made to all Members of the Company inadequate to their unit sizes is also provided for by this Charter.

10.7. The Member of the Company which intends to sell its Company Charter Capital unit (portion thereof) to a third person shall give written notice thereof to other Members of the Company and the Company, such notice indicating the price and other terms and conditions of the proposed sale. The offer for the sale of the Company Charter Capital unit or portion thereof is deemed to be received by all Company Members once same is received by the Company. Acceptance of the offer may be made by an individual, which is the Member of the Company as of the acceptance date as well as by the Company in cases provided for by the Law. The offer is deemed not to be received, if the Member of the Company received notification of its recall before the date of its receipt by the Company. Recall of the offer on sale of the unit or portion thereof once it has been received by the Company shall be accepted only upon all the Company Members concurrence.

10.8. The Company Members and the Company shall be entitled to exercise the pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof within 30 (Thirty) days of the date of the offer receipt by the Company.

10.9. The Company shall be entitled to exercise the pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof within 7 (Seven) days of the date of expiry of the pre-emptive rights of the Members of the Company or refusal of the all members of the Company to exercise their pre-emptive rights of the purchase of Company Charter Capital unit or portion thereof, by sending an acceptance of the offer to the Member of the Company.

10.10. Pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof from the Member of the Company and pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof from the Company terminates on the day of:

- written application stating refusal to exercise this pre-emptive right as provided for by this para;
- expiration of validity of such pre-emptive right.

10.11. Applications from the Members of the Company stating refusal to exercise this pre-emptive right of the purchase of Company Charter Capital unit or portion thereof are to be received by the Company before the expiration of such pre-emptive right as provided for in item 10.8. of this Charter.

Application from the Company stating refusal to exercise pre-emptive right of the purchase of the Company Charter Capital unit or portion thereof shall be issued by the individual

Executive body of the Company based on the resolution made by the Board of the Company as scheduled in item 10.8. of this Charter to the Member of the Company, that issued an offer for the sale of the Company Charter Capital unit or portion thereof.

10.12. Authenticity of the signature on the application from the Company Member or from the Company stating the refusal to exercise pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof is to be notarized.

10.13. In the event of failure on the part of the Members of the Company or the Company to exercise pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof, offered for sale, within 30 (thirty) days of the date of receipt of the offer by the Company, including shares resulting from the exercise of the pre-emptive right for the purchase of part of the unit or partial unit portion or resulting from the refusal of certain Members of the Company and the Company of such pre-emptive right for the purchase of the Company Charter Capital unit or portion thereof, the remaining units may be sold to any third party at the price not lower than the price offered to the Company or to the Company Members on terms and conditions which were advised to the Company and its Members.

10.14. Company Charter Capital unit may be transferred to the heirs and cessionaries of the legal entities which used to be the Company Members and the share units, which were owned by the liquidated legal entity may be passed over to its shareholders (members), exercising real rights or liability rights in respect of this legal entity – only upon consent by other Members of the Company.

Until the unit which was owned by the decedent Member of the Company is accepted by the successor, management of this unit in the Company Charter Capital shall be effected as provided for by the Civil Code of the Russian Federation.

10.15. Should there be a necessity in the Company's approval for the alienation of the unit or portion thereof in the Company Charter Capital in favor of the Members of the Company or third parties, for the transfer to its heirs or cessionaries, such consent shall be deemed to be in place provided that all the Members of the Company within 30 (thirty) days of the receipt of the relevant request or offer by the Company, all the Company Members submitted to the Company their statements in writing to the effect of their concurrence for the alienation of the unit or portion thereof to any third party on a deal basis or transfer of the unit or portion thereof in the Company Charter Capital to any third party on some other basis or provided within the specified term written statements of the refusal to provide concurrence for the alienation or transfer of the unit or part thereof have not been provided.

Should there be a necessity in the Company's approval for the alienation of the unit or portion thereof in the Company Charter Capital in favor of the Members of the Company or third parties, such consent shall be deemed to be received by the Member of the Company, alienating the unit or part thereof, provided within 30 (thirty) days of the date of the request addressed to the Company, the Member of the Company has received the Company's concurrence in writing, or no written refusal has been received from the Company to issue concurrence for the alienation of the unit or portion thereof.

10.16. In case concurrence of the Company Members and the Company for the transfer of the unit or portion thereof has not been received, the unit or part thereof shall be transferred to the Company on the day following the expiration date as per item 10.14. of this Charter. In exercising this the Company shall be liable to pay to the heirs of the decedent Member of the Company, cessionaries of the restructured legal entity – Company Member or Members of the liquidated legal entity – Company Member, or to the individual which acquired the unit or portion thereof in the Company Charter Capital at public trade sessions, the par value of the unit or portion thereof, established based on the accounts reporting of the Company for the latest accounting period prior to the date of death of the Member of the Company, restructuring closing date or date of liquidation of the legal entity, date of acquiring of the unit or portion thereof at public trade session, or on their consent for the in-kind property to be provided equivalent in value of the unit or portion thereof.

10.17. Transaction for the alienation of the unit or portion thereof in the Company Charter Capital, shall be notarized. Noncompliance with the notary form renders the transaction invalid.

Notary certification of this transaction shall not be required in cases of transfer of the unit to the Company per article 23 of the Law, transfer of the unit to the Company at withdrawal of the Member of the Company from the Company per article 26 of the Law, unit distribution between the Members of the Company and sale of the unit to all or some Members of the Company or to third parties per article 24 of the Law, as well as in case of exercising pre-emptive right for the purchase by forwarding an offer for the sale of the unit or portion thereof and its acceptance as per this clause.

10.18. Unit or portion thereof in the Company Charter Capital shall be transferred to its purchaser with an effect from the notary certification of the transaction for the alienation of the unit or portion thereof in the Company Charter Capital, or in cases which do not require notary certification with an effect from the state registration with the Uniform State Register of Legal Entities of the relevant changes based on the title documents.

10.19. In case of the sale of the unit or portion thereof in the Company Charter Capital with the breach of the pre-emptive right for the purchase of the unit or portion thereof, any Member of the Company or Members of the Company or the Company shall within 3 (three) months of the day, on which any Member or Members of the Company or the Company came to know or were supposed to know of such breach shall be entitled to require, in a judicial mode, the transfer of the purchaser's rights and liabilities to them. Arbitration court trying on the said case shall ensure that other Members of the Company or the Company can join the earlier claim, which is scheduled in the definition on the pre-trial examination and within these time limits the Company Members and the Company may join the claim. This period may not last for less than 2 (two) months.

10.20. In the event of alienation or transfer of the unit or portion thereof in the Company Charter Capital for some other reasons to third parties with the breach of the Company Members or the Company concurrence procedure, as well as in case of the broken interdiction for the sale or alienation, in any other way, of the unit or portion thereof, any Member or Members of the Company or the Company shall be entitled to require judicially the transfer of the unit or portion thereof to the Company within 3 (three) months of the date on which it has become known or would have become known of such breach, in which case costs, associated with the transfer of the unit or portion thereof, incurred by the purchaser of the unit or portion thereof shall be reimbursed by the entity, which has not complied with the procedure of alienation of the unit or portion thereof.

11. Withdrawal of a Member of the Company from the Company

11.1. Any Member of the Company may withdraw from the Company by way of alienation of the unit in favor of the Company, regardless of whether the other Members of the Company or the Company consent thereto. Application of a Member of the Company of the withdrawal from the company should be duly notarized in line with the rules of the Notary legislation for approval of deals.

11.2. In the event of withdrawal of any Member of the Company from the Company, its unit shall be transferred to the Company. Upon such withdrawal, the Company shall pay to the withdrawing Member of the Company fair value of its Company Charter Capital unit as determined on the basis of statement of accounts of the Company for the latest accounting period prior to the filing date of withdrawal application, or, with the consent of the withdrawing Member of the Company, dispense thereto in kind equivalent of the same value, or the fair value of the paid portion of its unit in case the Member of the Company has not fully paid its share.

11.3. The Company shall be liable to pay to the withdrawing Member of the Company the fair value of its unit or portion thereof in the Company Charter Capital or make payment in kind of the same value within three months of the date of such liability.

The actual value of the unit of part thereof in the Company Charter Capital shall be paid based on the difference between the net asset worth of the Company and the amount of the Charter Capital of the Company. If such difference is not sufficient to pay to the withdrawing Member of the Company the actual value of its unit, the Company shall reduce its Charter Capital by the deficient amount.

11.4. Withdrawal of the Company Member from the Company with no Member left in the Company as a result, and withdrawal of the sole Company Member from the Company is not provided for.

11.5. Withdrawal of the Member of the Company from the Company shall not relieve it of the obligation to make the contribution to the Charter Capital of the Company arising prior to the filing of the withdrawal application.

12. Company Property, Accounting and Reporting. Funds of the Company

12.1. The property of the Company shall be formed from contributions to its Charter Capital, and from other sources stipulated by the existing legislation of the Russian Federation.

12.2. The Company shall put in place accounts system with regard to its activities. Accounting, administrative and statistical records and reporting put in place by the Company shall comply with the procedure established by the existing legislation of the Russian Federation.

12.3. Responsibility for the proper implementation of the accounts and duly accounts and other reporting shall be borne by the General Director.

12.4. The Company's fiscal year shall commence on January 1 and end on December 31.

12.5. The annual report of the Company and the annual balance sheets shall be issued by the General Director for review by the Board of Directors of the Company, and the Board of Directors shall submit the same for approval by the regular General Meeting of the Members of the Company which shall be convened not earlier than two months, nor later than four months upon completion of the Company's fiscal year.

12.6. The Company may establish a reserve fund as directed by the General Meeting of the Members of the Company.

12.7. The Company may establish other funds, the composition, objectives, amount, sources of formation, and uses thereof being determined by the General Meeting of the Members of the Company.

12.8. The Company may issue bonds and other issuable securities in accordance with the procedure established by the applicable securities legislation.

13. Appropriation of the Profit by the Members of the Company

13.1. The Company may quarterly, semi-annually or annually decide to distribute its net profit among the Members of the Company. The resolution on the portion of the profit of the Company to be distributed between the Members of the Company shall be made by the General Meeting of the Members of the Company.

13.2. The portion of the profit of the Company to be distributed between the Members of the Company shall be appropriated equally between the Members of the Company.

13.3. The Company may not resolve to distribute its net profit among the Members of the Company:

- Until the Charter Capital of the Company has been fully paid in;
- Until the actual value of the unit (portion thereof) held by any Member of the Company has been paid thereto in situations stipulated by the Law;
- If as of the time of such resolution the Company can be described as having the indications of insolvency (bankruptcy) in accordance with the federal law on insolvency (bankruptcy), or if the said indications will come up as a result of approval of such resolution;
- If as of the time of such resolution the net asset value of the Company is less than the aggregate value of its Charter Capital and reserve fund, or if the net asset value of the Company falls below the aforementioned level as a result of approval of such resolution;
- In other situations stipulated by the applicable federal laws.

13.4. The Company may not pay to the Members of the Company a share of the profit of the Company according to a previously approved profit distribution resolution:

- If at the time of such payment the Company is insolvent (bankrupt) in accordance with the federal law on insolvency (bankruptcy), or if the Company becomes insolvent (bankrupt) as a result of such payment;
- If at the time of such payment the net asset worth of the Company is less than the aggregate value of its Charter Capital and reserve fund, or if the net asset worth of the Company falls below the aforementioned level as a result of such payment;
- In other situations stipulated by the applicable federal laws.

Upon cessation of the circumstances described in this paragraph, the Company shall pay to the Members of the Company a share of the profit of the Company as stipulated by such previously approved profit distribution resolution.

14. Registration of the Members of the Company

14.1. The Company shall maintain the List of the Members of the Company detailing the information on each of the Member of the Company, size of the unit in the Company Charter Capital and payment status as well as on the units owned by the Company, dates of transfer to the Company or dates on which these were acquired by the Company.

The Company is to ensure maintaining and custody of the List of the Company Members as provided for by the Law.

14.2. A person performing the functions of the individual Executive body of the Company (General Director), shall ensure consistency of the information regarding the Members of the Company and units or portions thereof owned in the Company Charter Capital, units or portions thereof owned by the Company to the information contained in the Uniform State Register of Legal Entities and in the notarized documents related to the transfer of the units in the Company Charter Capital made known to the Company.

14.3. Each of the Members of the Company shall duly inform the Company of any changes relating to the name or title, residence address, location as well as those pertaining to the details of the units owned in the Company Charter Capital. In failure to provide information in due time of the details by the Company Member, the Company shall bear no responsibility for the expenses incurred therefore.

14.4. The Company and the Company Members which have not provided information on the relevant changes shall not be entitled to make reference to the inconsistency of the details in the List of the Company Members, data in the Uniform State Register of the Legal Entities, in the communications with third parties which were based only on the data contained in the List of the Company Members.

15. General Meeting of the Members of the Company

15.1. The General Meeting of the Members of the Company shall be the supreme governing body of the Company.

15.2. The General Meeting of the Members of the Company shall be authorized to:

15.2.1. Determine the main areas of operations of the Company;

15.2.2. Approve participation of the Company in associations and other unions of commercial entities;

15.2.3. Approve amendments and additions to the Charter of the Company;

15.2.4. Make decision on the transfer of the powers vested in the individual Executive body of the Company to a commercial entity or an individual entrepreneur (hereinafter referred to as the "Manager"), approve such Manager and the terms and conditions of the contract therewith;

15.2.5. Elect and early terminate authorities of the Board of Directors in compliance with the procedure set forth in Article 16 of this Charter;

15.2.6. Elect and early terminate the authorities of the Audit Committee pursuant to the procedures set forth in Article 16 of this Charter;

- 15.2.7. Elect and early terminate the authorities of the individual Executive body (General Director) as set forth in Article 16 of the Charter of the Company;
 - 15.2.8. Elect and early terminate of the authorities of the Chief Accountant of the Company in compliance with the procedure laid down in Article 16 of this Charter, in which case the candidate for the position of the Chief Accountant shall meet the following qualification requirements: knowledge and ability to apply in discharging the duties of the Chief Accountant of the Company of Accounting standards and methods compatible with GAAP – principles effective in the UK;
 - 15.2.9. Approve annual reports and annual accounting balance sheets of the Company;
 - 15.2.10. Make decision on the appropriation of the net profit of the Company between the Company Members;
 - 15.2.11. Make decision on the issuance by the Company of bonds and other issuable securities;
 - 15.2.12. Schedule the audits, approval of the Auditor, and decide the amount of the remuneration for the Auditor's services;
 - 15.2.13. Make decision on the reorganization or liquidation of the Company;
 - 15.2.14. Appoint members of the Liquidation Committee of the Company, and approve liquidation balances;
 - 15.2.15. Make decisions on setting up and liquidate branches and representative offices;
 - 15.2.16. Constitution and liquidation of affiliated and Company dependent entities and participation in other ventures;
 - 15.2.17. Make decision on monetary evaluation of in-kind contributions to the Charter Capital of the Company made by the Members of the Company and third parties acceding to the Company;
 - 15.2.18. Settlement of the matters relating to the approval of major transactions in situations stipulated by Article 46 of the Law, if the value of assets disposed or acquired as a result of such transaction exceeds 50% (Fifty percent) of the value of the Company's assets, as reported in the Company's financial statements for the latest reporting period prior to the date of the decision taken in relation to such transactions;
 - 15.2.19. Settlement of the matters relating to the approval of interested - party transactions, in situations stipulated by Article 45 of the Law, if the amount of payment under such transaction or the value of assets constituting the subject matter of such transaction exceeds 2 % (Two percent) of the value of the Company's assets, as reported in the Company's financial statements for the latest reporting period;
 - 15.2.20. Resolve other matters as provided by this Charter and the Law.
- 15.3. Matters provided for by items 15.2.3., 15.2.6., 15.2.9., 15.2.10., 15.2.13., 15.2.14. para 15.2. as well as other matters, which pursuant to the Law are assigned to the exclusive scope of competence of the General Meeting of the Members of the Company may not be delegated to the Board of Directors of the Company and individual Executive body of the Company for resolution.
- 15.4. Resolutions on all matters assigned to the scope of competence of the General Meeting of the Members of the Company shall be made by 100% (One Hundred percent) of votes of all Members of the Company, other than items referred to in items 15.2.5., 15.2.6., 15.2.7. and 15.2.8. para 15.2., which resolutions are made pursuant to Article 16 of this Charter.
- 15.5. The General Meeting of the Members of the Company may be ordinary or extraordinary.
- 15.6. The regular General Meeting of the Members of the Company shall be held once a year not earlier than two months and nor later than four months following the end of the Company's fiscal year. The regular General Meeting of the Members of the Company shall be convened by the Board of Directors of the Company. The regular General Meeting of the Members shall approve the annual results of the Company, resolve matters related to appropriation of profits, elect members of the Board of Directors of the Company and the Audit Committee of the Company, and resolve other matters.
- 15.7. The extraordinary General Meeting of the Members of the Company shall be conducted if and when it is in the best interests of the Company and its Members. The extraordinary General Meeting of the Members of the Company shall be convened by the Board of Directors of the Company at its own initiative or at the request of the Audit Committee of the Company, the Auditor of the Company, the General Director of the Company, or Members of the Company

holding in the aggregate at least one tenth of the total number of votes of the Members of the Company.

15.8. The body or persons convening the General Meeting of the Members of the Company shall give each Member of the Company at least five business days' notice thereof by registered mail or facsimile message with subsequent personal delivery of the original, or personal delivery to each Member of the Company against his/her/its signature. The notice on the General Meeting of the Members of the Company held by survey shall indicate the time, mean of its holding and proposed agenda and the notice on the General Meeting of the Members of the Company held with formal meeting shall indicate the time, mean and place of the General Meeting of the Members of the Company, and the proposed agenda.

15.9. The Members of the Company may participate in the General Meeting personally or though their representatives acting under powers of attorney issued in accordance with the existing legislation of the Russian Federation.

15.10. General Director or some other person appointed by the Members of the Company shall arrange for the Minutes of the General Meeting of the Company. Minutes of all General Meetings of the Company Members shall be signed by the Members of the Company and filed in the Register of the Minutes of Meetings, which at any time shall be made available to any Member of the Company for familiarization. Not later than within 10 (Ten) days of the date of the Minutes of the General Meeting of the Members of the Company General Director or any other appointed person which minuted such meeting shall forward copy of these Minutes of the General Meeting of the Company to all Members of the Company per procedure established for the purpose of notification regarding convocation of the General Meeting of the Company Members.

15.11. General Meeting of the Company shall be entitled to pass only those resolutions which are set forth in the Agenda, made known to the Members of the Company per item 15.8. of this Charter except if such General Meeting is attended by all Members of the Company.

15.12. Any resolution of the General Meeting of the Members of the Company which is passed in violation of the existing legislation or this Charter and prejudices the rights and lawful interests of any Member of the Company may be invalidated by a court of law at the request of a Member of the Company which did not participate in the voting or voted against such resolution.

15.13. Any resolution of the General Meeting of the Members of the Company may be passed without holding the Meeting (presence of the Members) of the Members of the Company for the purpose of discussion of the matters of the agenda and taking decision on the questions put to absent voting (by poll). Unless the law provides otherwise such voting may be held by the post documents exchange, telegraph, telex, telephone, electronic or other means of communication that ensures authenticity of communications sent and received and their documentary confirmation.

The resolution of the Meeting of the Members of the Company on the questions indicated in item 15.2.9. of this Charter may not be passed by absent voting (by poll).

15.14. The resolution form for taken decisions on all General Meetings of the Members of the Company and certification of protocols of the General Meetings of the members shall be the signing of the protocol of the General Meeting of all Members of the Company.

16. Votes Calculation Procedure

16.1. Each participant at the General Meeting of the Members of the Company shall have a number of votes proportional to its unit in the Charter Capital of the Company, except for the cases otherwise provided for by the Law and this Charter.

16.2. For the Member of the Company, which unit exceeds 50% (Fifty percent) of the Company Charter Capital the number of votes required for the election and termination of the authorities of 4 (four) members of the Board of Directors, General Director, Chief Accountant of the Company and 2 (two) members of the Audit Committee is 100% (One Hundred percent). All the aforesaid executives are elected out of the candidates proposed by the Member of the Company.

16.3. Procedure provided for in items 16.2. for calculation of the number of votes of the Members of the Company required for the election and termination of the authorities of the Board,

those of the General Director, Audit Committee and Chief Accountant of the Company shall not be applied if the number of the Members of the Company is one.

Resolutions on the election and termination of the authorities of the Board, those of the General Director, Audit Committee and Chief Accountant of the Company shall be made by the sole Member of the Company to be documented in writing.

17. Board of Directors of the Company

17.1. The Board of Directors of the Company shall provide general guidance of the Company, and is entitled to make decisions on any matters relating to the activities of the Company, with the exception of the functions assigned to the exclusive scope of competence of the General Meeting of the Members of the Company.

17.2. On the resolution passed by the General Meeting of the Members of the Company the members of the Board of Directors may be entitled to remuneration and/or compensation of the expenses incurred by them in the course of discharge of their official duties. The amount of such remuneration and compensation shall be designated by the General Meeting of the Members of the Company.

17.3. The Board of Directors of the Company shall be authorized to:

17.3.1. Establish priority areas of the Company activities;

17.3.2. Settlement of the matters in relation to facilitation, convocation and holding General Meeting of the Members of the Company;

17.3.3. Make decisions on the exercise / refusal to exercise by the Company of its pre-emptive right to purchase units in the Charter Capital of the Company (portions thereof) being sold by any Member of the Company, if other Members of the Company fail to exercise such right to buy such units or (portions thereof);

17.3.4. Use reserve and other funds of the Company;

17.3.5. Resolve the matters for the approval of major transactions which involve acquisition or alienation or possibility for alienation by the Company, directly or indirectly, of the assets costing between 25% (Twenty Five percent) and 50% (Fifty percent) of the Company's assets pursuant to Article 46 of the Law;

17.3.6. Resolve the matters for the approval of the interested - party transactions, if the amount due under the transaction or the cost of the assets which are subject of the transaction, does not exceed 2% (Two percent) of the cost Company assets, established based on the accounts reporting for the latest reporting period pursuant to Article 45 of the Law.

17.3.7. Approve staff payroll scheme of the Company's employees;

17.3.8. Approve 6 (Six) month and annual budgets (including costs estimate) of the Company;

17.3.9. Submit the annual report and the annual balance sheets for approval by the General Meeting of the Members of the Company;

17.3.10. Approval of the List of signatories for finance and payment documents, financial liabilities and loans;

17.3.11. Approval of banks for the Company's current accounts to be opened;

17.3.12. Approval (adoption) of internal corporate documents;

17.3.13. Approval of the Company senior staff hiring, transfer and termination – positions starting from head of department and higher;

17.3.14. Approval of the Company's loan (credit), pledge, and surety agreements, as well as transactions with real estate, including lease, purchase, sale, exchange, donation, transfer into temporary use, contribution to charter capitals of other legal entities, and other transactions which involve disposal of real estate;

17.3.15. Approval of the Company transactions or interrelated transactions which involve assets of value in excess of Rubles 5,000,000 (Five Millions), or execution by the Company of transactions or interrelated transactions where the Company assumes liabilities of value in excess of Rubles 5,000,000 (Five Millions);

17.3.16. Other matters as stipulated by the Law and this Charter and which are not assigned to the competence of the General Meeting of the Members of the Company or Executive body of the Company.

The matters assigned to the competence of the Board of Directors may not be delegated to the General Director of the Company.

17.4. The members of the Board of Directors of the Company shall be elected by the General Meeting of the Members of the Company for the period lasting until the next regular General Meeting of the Members of the Company pursuant to the procedures set forth in Article 16 of this Charter.

17.5. Persons elected to the Board of Directors of the Company may be re-elected unrestricted number of times. The General Meeting of the Members of the Company may approve early termination of any member (all members) of the Board of Directors of the Company.

17.6. The Board of Directors shall consist of 4 (four) members.

17.7. The Chairman of the Board of Directors of the Company is nominated by the members of the Board of Directors of the Company from among them. The General Director of the Company may not concurrently perform the function of the Chairman of the Board of Directors of the Company.

17.8. The Chairman of the Board of Directors of the Company shall organize its work, convene the meetings of the Board of Directors of the Company and, ensures that the meetings are minuted, and chairs the General Meetings of the Members of the Company if otherwise is not provided for by the Law or the Charter of the Company.

18. Meetings of the Board of Directors

18.1. The meeting of the Board of Directors of the Company shall be convened by the Chairman of the Board of Directors of the Company at his/her own initiative or at the request of any member of the Board of Directors of the Company, any Member of the Company, the Audit Committee of the Company, the Auditor of the Company, or the General Director of the Company.

18.2. The quorum for the meeting of the Board of Directors of the Company shall be 100% (One Hundred percent) of the elected members of the Board of Directors of the Company.

18.3. Resolutions at the meeting of the Board of Directors of the Company shall be carried by a unanimous vote of those present at the Board meeting, unless otherwise stipulated by the Charter.

18.4. For the purposes of any decisions to be made at the Board meeting of the Company, each member of the Board of Directors of the Company shall have one vote. The transfer of the vote by one member of the Board of Directors of the Company to another member of the Board of Directors of the Company shall be prohibited. The Chairman of the Board of Directors does not have a casting vote.

18.5. The Board of Directors of the Company may appoint a Secretary for the Board meetings to be minuted and for filing documents pertaining to the Board meetings of the Company.

18.6. The proceedings of the meeting of the Board of Directors of the Company shall be minuted, the Minutes of the meeting shall be drawn within 3 (three) days following the date of such meeting. The Minutes of the meeting of the Board of Directors of the Company shall indicate the place and time of the meeting, members of the Board and other persons to be present, the agenda, the matters brought to the vote and the outcome of voting thereon, and resolutions approved by the meeting.

18.7. The Minutes of the meeting of the Board of Directors of the Company shall be signed by the Chairman of the Board of Directors who shall be responsible for the accuracy of all information contained therein and by Secretary (if applicable).

19. Executive bodies of the Company

19.1. The daily activities of the Company shall be managed by the individual Executive body of the Company – the General Director of the Company.

19.2. The election (nomination) and early termination of the authorities of the General Director becomes effective on the resolution of the General Meeting of the Members of the Company, pursuant to the procedures set forth in Article 16 of this Charter of the Company.

19.3. General Director is elected by the General Meeting of the Company for 5 (Five) year with the right for re-election for the succeeding term. The Contract between the Company and General Director is signed on behalf of the Company by a person chairing the General Meeting of the Company which elected the person to perform the functions of the individual Executive body of the Company or by the Company Member authorised to do so by the General Meeting of the Company.

19.4. Procedures regulating the duties and decision taking by the General Director are set by this Charter, the internal corporate documents of the Company, and the agreement between the Company and the General Director. General Director reports directly to the General Meeting of the Company Members and the Board of Directors of the Company. General Director is liable to comply with all the resolutions made by the General Meeting of the Company Members and by the Board of Directors and is to carry out all the directives and resolutions issued or made by the General Meeting of the Company Members and by the Board of Directors.

19.5. Functions of the General Director:

19.5.1. Act on behalf of the Company without the power of attorney and, among other things, represent the Company interests and execute transactions within the restrictions, set forth by the Law of the Russian Federation, resolutions of the General Meeting of the Company Members, Board of Directors and this Charter;

19.5.2. Issue powers of attorney to represent the Company, including powers of attorney with the right of substitution;

19.5.3. Issue orders on the appointment, transfer and termination of the employees of the Company in accordance with the Staffing Plan per the salary scheme approved by the Board of Directors of the Company. Employment, transfer and termination of the Company's employees holding the position of the head of department and higher positions shall be effected upon the approval of the Board of Directors of the Company;

19.5.4. Apply incentives and disciplinary sanctions to the employees of the Company;

19.5.5. Issue for review by the Board of Directors of the Company the annual report and the annual balance sheets, as well as the annual budgets report and the annual financial plan of the Company;

19.5.6. Prepare all the required data materials and proposals for consideration by the General Meeting of the Members of the Company and by the Board of Directors of the Company;

19.5.7. Put in place Accounting and Reporting systems;

19.5.8. Facilitate the Company documents custody;

19.5.9. Ensure consistency of the information in relation to the Members of the Company and units or portions thereof owned by them in the Company Charter Capital as well as information on the units or portions thereof owned by the Company to the data contained in the Uniform State Register of Legal Entities and notarized transaction documents in relation to the transfer of the units in the Company Charter Capital made known to the Company;

19.5.10. Execute other authorities which are not assigned by Law or this Charter to the scope of competence of the General Meeting of the Members of the Company and the Board of Directors of the Company.

19.6. The General Director shall execute the Company's loan (credit), pledge, and surety agreements, as well as transactions with real estate assets of the Company, including lease, purchase, sale, barter, donation, temporary use agreements, payment to charter capitals of other legal entities, and other transactions which involve real estate assets, only after the Board of Directors has passed the appropriate resolutions on the execution of such agreements and transactions.

19.7. If a transaction or interrelated transactions involve assets of value in excess of Rubles 5,000,000 (Five Million), or if execution by the Company of a transaction or a series of interrelated transactions results in the Company assuming liabilities of value in excess of Rubles

5,000,000 (Five Million), execution of such transactions by the General Director requires preliminary approval thereof by the Board of Directors of the Company.

19.8. The General Director shall open checking and transaction bank accounts. The banks shall be selected with prior written approval by the Board of Directors.

19.9. The General Director makes own decision subject to restrictions set forth in the Charter, internal corporate documents of the Company and in applicable laws.

19.10. The Company may enter into an agreement whereby all or some of the powers and authorities vested to the individual Executive body are transferred to General Manager. The agreement with the General Manager shall be signed on behalf of the Company by the person chairing at the General Meeting of the Company which approved the terms and conditions of such agreement with the General Manager, or by the Member of the Company authorized therefore by a resolution of the General Meeting of the Members of the Company.

19.11. The individual Executive body of the Company and equally management body in terms of exercising the rights and discharging the obligations shall act in the interests of the Company in good will and in a reasonable manner.

19.12. The individual Executive body of the Company and equally management body are obligated to reimburse the losses caused by their fault to the Company, by requirement of the Company and The Members acting in the interests of the Company.

19.13. The individual Executive body of the Company and equally management body are committed to the Company if proved in terms of exercising the rights and discharging the obligations they acted in careless and unreasonable manner including the acts (lack of action) violated common terms of civil circulation or common entrepreneurial risks. Positions overlapping by the General Director of the Company of the management positions in other organizations shall be allowed only on the approval by the Board of Directors of the Company.

19.14. During the temporary absence of the General Director of the Company, the functions thereof may be performed by **Acting** General Director appointed by the General Meeting of the Company from the Company employees. Acting General Director shall discharge the assigned functions in consistency with the competence per item 19.5. of this Charter and is entitled to issue power of attorneys for and on behalf of the Company.

20. Audit Committee of the Company

20.1. Company operations control shall be exercised by the Audit Committee of the Company which shall be elected by the General Meeting of the Members of the Company for a tenure lasting until the next regular General Meeting of the Members. The Audit Committee of the Company will be represented by 2 (two) members to be elected by the Members of the Company pursuant to procedures set forth in Article 16 of the Charter of the Company.

Members of the Board and individual performing the functions of the individual Executive body may not be the members of the Audit Committee.

20.2. The Audit Committee of the Company may at any time conduct examination of the financial activities of the Company, and shall have access to all documents related to the operations of the Company, including the primary source documents of the Company which form the basis of the Company's accounts. At the request of the Audit Committee of the Company, members of the Board of Directors of the Company, person performing the functions of the individual Executive body of the Company, and all employees of the Company shall provide any required explanations both verbally and in writing.

20.3. It is mandatory for the Audit Committee of the Company to examine the annual reports and balance sheets of the Company prior to their approval by the General Meeting of the Members of the Company. The General Meeting of the Members of the Company may not approve any annual reports or accounts balance sheets of the Company, until the Audit Committee of the Company has issued its conclusions.

20.4. Audits and examinations of financial activities of the Company shall be initiated by the Audit Committee, the General Meeting of the Members or the Board of Directors of the Company.

20.5. Report issued by the Audit Committee on the Company's financial activities shall be signed by all the members thereof.

20.6. Functions of the Audit Committee of the Company may be exercised by the auditor approved by the General Meeting of the Company having no material interest either in the Company, or with the Board of Directors and individual performing the functions of the individual Executive body and Members of the Company.

21. Audits

21.1. To examine and certify the accuracy of the annual reports and accounts balance sheets of the Company, and the Company's current financial standing the Company may, subject to a resolution of the General Meeting of the Members of the Company, engage the services of a professional Auditor which shall not have either material interests in the Company, or with the Board of Directors of the Company, the person performing the functions of the individual Executive body of the Company, or the Members of the Company.

21.2. Involvement of the Auditor for examination and certification of the annual reports and accounts balance sheets of the Company shall be mandatory in situations stipulated by the applicable federal laws and other regulatory acts of the Russian Federation.

22. Documents Filing and Custody

22.1. The Company is liable for the storage and filing of the following Company's documents

22.1.1. Articles of Association of the Company, Resolution on setting up the Company, Charter of the Company with all the amendments thereto, incorporated and registered in accordance with the established procedure;

22.1.2. Minute(s) of the meeting of the Members of the Company containing the resolution to set up the Company and approval of the monetary value of non-monetary contributions to the Charter Capital of the Company, as well as other resolutions related to the establishment of the Company;

22.1.3. The document certifying the state registration of the Company;

22.1.4. Documents supporting the Company's title to the Company balance sheets asset;

22.1.5. Internal corporate documents of the Company;

22.1.6. Enactments on branches and representative offices of the Company;

22.1.7. Documents related to the issuance of bonds and other issuable securities of the Company;

22.1.8. Minutes of the General Meetings of the Members of the Company, the meetings of the Board of Directors of the Company, and meetings of the Audit Committee of the Company;

22.1.9. Lists of the Company's affiliates ;

22.1.10. Conclusions of the Audit Committee of the Company, the Auditor of the Company, state and municipal financial supervision bodies;

22.1.11. Other documents as stipulated by the applicable federal law and other regulatory documents of the Russian Federation, this Charter, internal regulations of the Company, resolutions of the General Meeting of the Members of the Company, the Board of Directors of the Company, and the executive bodies of the Company.

22.2. The Company shall ensure storage and filing of the documents Listed in item 22.1. of this Article 22. at the location of its individual Executive body.

22.3. The Company is liable to ensure access for the Members of the Company to the available judicial acts in relation to the dispute on the Company foundation, its management or participation in the Company, including decisions of commencement of proceedings by the arbitration court and acceptance of statement of claim or application for a change of the cause of action of the claim brought earlier.

22.4. The Company is not obligated to publish its activities reports, except when provided otherwise by the applicable federal laws.

22.5. If so requested by any Member of the Company, the Auditor of the Company or any other interested person, the Company shall, at the first request, within reasonable time, make it possible

for such person to get familiarized with the Charter of the Company, including any amendments thereto. If so requested by any Member of the Company, the Company shall furnish such Member with copies of the valid Charter of the Company. The fee charged by the Company for such copies shall not exceed their reproduction costs.

22.6. The Company at the request of the Member of the Company is to ensure the access to the documents provided for in items 22.1. and 22.3. of this Article 22. Within three days of the relevant requirement raised by the Member of the Company, the requested company are to be made available by the Company for familiarising in the offices of the Executive body of the Company. The Company at the request of the Member of the Company is to provide copies of the requested documents. Payment for such copies shall not exceed their reproduction costs.

23. Company Restructuring and Liquidation

23.1. The Company may be voluntarily restructured in accordance with the procedure established by the Law.

23.2. Other reasons and restructuring procedures shall comply with the Civil Code of the Russian Federation and other federal laws

23.3. Restructuring of the Company is to be by merger, takeover, division, spin-off, or transformation.

23.4. The Company shall be deemed to have been restructured, except if restructured by merger effective from the date of state registration of the legal entities established as a result of such restructuring.

If the Company is restructured by taking over another company, the Company shall be deemed to have been restructured effective from the date of entry to the Uniform State Register of Legal Entities on cessation of operations of the company which has been taken over.

23.5. The Company may be liquidated voluntarily in accordance with the procedure established by the Civil Code of the Russian Federation, subject to the requirements of the Law and this Charter. The Company may also be liquidated by court decision for reasons stipulated by the Civil Code of the Russian Federation.

23.6. Liquidation of the Company shall entail its termination without the transfer of its rights and obligations to third parties in accordance with legal succession procedures.

23.7. The resolution of the General Meeting of the Members of the Company on the voluntary liquidation of the Company and appointment of the Liquidation Committee shall be passed at the proposal of the Board of Directors of the Company, or any Member of the Company.

The resolution on the Company liquidation and appointment of the Liquidation Committee shall be passed by the General Meeting of the Members of the Company going into voluntary liquidation.

23.8. Full authority to manage the Company shall go to the Liquidation Committee, following its appointment, the Liquidation Committee shall represent the Company which is being liquidated in court.

23.9. The assets remaining after the settlement of all creditor claims asserted against the Company which is being liquidated shall be appropriated by the Liquidation Committee among the Members of the Company in the following order of priority:

23.9.1. Priority No.1 is to be given to the outstanding profit distribution, if any, between the Members of the Company;

22.9.2. Priority No.2 is to be given to the assets of the Company in liquidation to be distributed among the Members of the Company in proportion to their respective shares in the Charter Capital of the Company.

23.10. The claims of each priority shall be settled only after full settlement of the claims of the previous (higher) priority.

23.11. If the assets of the Company are insufficient for the payment of the distributed and outstanding profit, such assets shall be distributed among the Members of the Company in proportion to their respective shares in the Charter Capital of the Company.

23.12. Upon termination of the Company as a result of its restructuring, all records of the Company (management, financial, operating, personnel records) shall be transferred to the legal successor of the Company in accordance with the established procedure.

23.13. In the absence of a legal successor, records which require permanent storage and have scientific and/or historic value shall be transferred into state custody to the archives of the Moscow City Archive Association "MosGorArchive"; personnel records (orders, personal files and registration cards, personal accounts, etc.) shall be transferred into state custody to the archive of the administrative district where the Company is located. The transfer and filing of records shall be performed by the Company and at the expense of the Company, in full compliance with the requirements of archive authorities.

24. Final Provisions

24.1. Any provision of this Charter which becomes ineffective (including for the reason of changes in the current legislation of the Russian Federation), does not prejudice the validity of other provisions hereof. In such case the Members of the Company shall replace invalid provision of the Charter by the provision legally acceptable with the possibility to achieve similar financial results.

24.2. All amendments to this Charter shall be incorporated by the decision of the General Meeting of the Members of the Company, and shall be subject to state registration in accordance with the procedure established by the existing legislation of the Russian Federation.

24.3. All amendments to this Charter shall come into effect with respect to third parties as of the date of their state registration or, in situations stipulated by the Law as of the date of notification of the state registration authority of such amendments.

24.4. In terms of provisions which are not laid down in this Charter the Members of the Company shall be governed by the effective legislation of the Russian Federation and resolutions of the General Meeting of the Company.