



Registration of a Charge

Company name: **GOLDMAN SACHS INTERNATIONAL**

Company number: **02263951**



X71OKO8P

Received for Electronic Filing: **14/11/2018**

Details of Charge

Date of creation: **13/11/2018**

Charge code: **0226 3951 0322**

Persons entitled: **OOO "IRKUTSK OIL COMPANY"**

Brief description: **N/A (CHARGE OVER BANK ACCOUNTS)**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ALBERT KROMM, (SOLICITOR)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2263951

Charge code: 0226 3951 0322

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2018 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2018 .

Given at Companies House, Cardiff on 16th November 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 13 NOVEMBER 2018

GOLDMAN SACHS INTERNATIONAL
as Chargor

OOO "IRKUTSK OIL COMPANY"
as Chargee

BANK ACCOUNT SECURITY DEED

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THIS DEED is made on 13 November 2018

BETWEEN:

- (1) **GOLDMAN SACHS INTERNATIONAL**, a private unlimited company incorporated in England (registration no. 2263951), whose registered office is at Peterborough Court, 133 Fleet Street, London EC4A 2BB, as a chargor (the *Chargor*); and
- (2) **OOO “IRKUTSK OIL COMPANY”**, a limited liability company organised under the laws of the Russian Federation with its registered office located at 4 Bolshoy Liteyniy pr-kt, Irkutsk, 664007 (*IOC*), as a chargee (the *Chargee*),

together referred to as the *Parties* and, individually, a *Party*.

WHEREAS:

- (A) In accordance with the Share Purchase Agreement the Chargor has agreed to pay the Chargee or, in certain cases, its Affiliated Purchaser, the Collateral Amount, subject to receipt in full of the Settlement Amount and all Other Amounts and otherwise subject to and in accordance with the terms of the Share Purchase Agreement.
- (B) As security for its obligation to pay the Collateral Amount under the Share Purchase Agreement the Chargor has agreed to enter into this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed (including the Recitals above), unless the context otherwise requires or a contrary indication appears, terms defined in the Share Purchase Agreement (as defined below) have the same meanings when used in this Deed, and in addition:

Accounts means the RUB Account and the USD Account, taken together, and an **Account** means each and any of them.

Account Bank means Citibank, N.A. London branch.

Account Bank Agreement means the account bank agreement entered into between the Chargor as client and the Account Bank as account bank on or about the date of this Deed, pursuant to which the RUB Account and USD Account are maintained and operated.

Account Security means the security interests constituted, created or evidenced (or expressed to be constituted, created or evidenced) in favour of the Chargee under this Deed.

Calculation Agent Notice means a certified copy of the notice received by the Chargee from the Chargor (acting as the Calculation Agent in accordance with the Share Purchase Agreement) containing the calculation of: (i) the Settlement Amount; (ii) the Collateral Amount; and (iii) all Other Amounts payable by the Chargee to the Chargor on the Settlement Date (in each case) in accordance with the Share Purchase Agreement, in the form set out in Annex 3 (*Form of Calculation Agent Notice*) to Schedule 2 (*Form of notice and acknowledgment for Accounts*).

Enforcement Documents means the Calculation Agent Notice, the Gross Payment Notice and the SWIFT Message, taken together, and an **Enforcement Document** means each and any of them.

Enforcement Event means a breach by the Chargor of its obligation to pay the Collateral Amount to the Chargee or its Affiliated Purchaser (as applicable) in accordance with the Share Purchase Agreement after each of the following occurred:

- (i) the Chargee has elected to pay the Settlement Amount and Other Amounts in full as provided for under clause 2.3 (c)(i) (*Payment of Quarterly Instalment Amounts, Annual Instalment Amounts and the Settlement Amount*) of the Share Purchase Agreement;
- (ii) the Chargor has received in full the Settlement Amount and Other Amounts, without any deduction, netting or set-off;
- (iii) the Chargor has not paid the Collateral Amount to the Chargee or its Affiliated Purchaser within the time limit provided for in the Share Purchase Agreement; and
- (iv) the Chargee has sent to the Account Bank an Enforcement Notice.

Enforcement Notice means a notice from the Chargee to the Account Bank, in the form set out in Annex 1 (*Form of Enforcement Notice*) to Schedule 2 (*Form of notice and acknowledgment for Accounts*), and accompanied by the Enforcement Documents.

Gross Payment Notice means a certified copy of a notice from the Chargee to the Chargor stating that on the Settlement Date the Chargee elects to pay to the Chargor the Settlement Amount and Other Amounts in full (on a gross basis) as provided for under clause 2.3 (c)(i) (*Payment of Quarterly Instalment Amounts, Annual Instalment Amounts and the Settlement Amount*) of the Share Purchase Agreement, in the form set out in Annex 4 (*Form of Gross Payment Notice*) to Schedule 2 (*Form of notice and acknowledgment for Accounts*).

Joint Release Notice means an original notice from the Parties to the Account Bank, in the form set out in Annex 5 (*Form of Joint Release Notice*) to Schedule 2 (*Form of notice and acknowledgment for Accounts*).

LPMPA 1994 means the Law of Property (Miscellaneous Provisions) Act 1994.

Notice of Charge means a notice from the Parties to the Account Bank, substantially in the form set out in Schedule 2 (*Form of notice and acknowledgment for Accounts*).

RUB Account means the RUB denominated account of the Chargor specified in Schedule 1 (*Accounts*) opened and maintained by the Chargor with the Account Bank pursuant to the Account Bank Agreement, defined as the RUB Secured Account in the Share Purchase Agreement.

Secured Obligations means the obligation of the Chargor to pay the Collateral Amount to the Chargee or its Affiliated Purchaser (as the case may be), subject to and in accordance with the terms of the Share Purchase Agreement.

Security Assets means all the Chargor's present and future right, title and interest in and to each of the Accounts and any amount standing to the credit of, and the debt represented by, each such Account.

Share Purchase Agreement means a share sale and purchase agreement originally entered into between the Chargor and the Chargee on 12 August 2013, as amended and restated on 18 September 2018 (as may be amended from time to time).

SWIFT Message means a copy of a SWIFT message series MT-103 duly confirmed by the paying bank of the Chargee confirming that the full amounts (on a gross basis) designated as “the Settlement Amount” and “the Other Amounts” in the Calculation Agent Notice have been debited from the bank account of the Chargee to the Chargor’s account as specified in such a Calculation Agent Notice in accordance with the payment order of the Chargee in favour of the Chargor.

Termination Date means the earliest of:

- (i) the date that the Chargor is released, in accordance with clause 6 (*IOC Failure to Pay Settlement Amount*) of the Share Purchase Agreement, from its obligation to pay the Collateral Amount;
- (ii) the date that the Collateral Amount has been paid in full by the Chargor to the Chargee or its Affiliated Purchaser (as the case may be) in accordance with the Share Purchase Agreement; and
- (iii) the date that the Chargee elects or, by failing to notify the Chargor of its election not later than five (5) Business Days prior to the relevant Settlement Date, is deemed to have elected, in accordance with clause 2.3(c) (*Payment of Quarterly Instalment Amounts, Annual Instalment Amounts and the Settlement Amount*) of the Share Purchase Agreement, to pay the Settlement Amount and Other Amounts net of the Collateral Amount.

Termination Notice means a written notice from the Chargor to the Account Bank with a copy to the Chargee in the form set out in Annex 6 (*Form of Termination Notice*) to Schedule 2 (*Form of notice and acknowledgment for Accounts*).

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

USD Account means the USD denominated account of the Chargor specified in Schedule 1 (*Accounts*) opened and maintained by the Chargor with the Account Bank pursuant to the Account Bank Agreement, defined as the USD Secured Account in the Share Purchase Agreement.

1.2 Construction

- (a) Unless the context otherwise requires or a contrary indication appears in this Deed, the provisions of part (B) (*Interpretation*) of schedule 1 (*Definitions and Interpretations*) of the Share Purchase Agreement shall apply to this Deed as if set out in full in this Deed except that references to “this Agreement” shall be construed as references to this Deed, and in addition:
 - (i) **assets** includes properties, revenues and rights of every kind, present, future and contingent and whether tangible or intangible;
 - (ii) **authorisation** or **consent** includes any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

- (iii) a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - (iv) **include** or **including** shall be construed without limitation;
 - (v) **law** includes any present or future common or customary law, principle of equity, and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, bye-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vi) a **nominee** includes any nominee or custodian;
 - (vii) **rights** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, and whether present, future or contingent);
 - (viii) **security** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind, in each case, having the effect of securing any obligation of any person (including the deposit of monies or property with a person with the intention of affording that person a right of lien, set-off, combination or counter-claim) and any other agreement or any other type of arrangement having a similar effect (including any “flawed asset” or “hold back” arrangement), and **security interest** shall be construed accordingly;
 - (ix) a reference in this Deed to a Security Asset includes:
 - (A) any part of that Security Asset;
 - (B) any proceeds of that Security Asset; and
 - (C) any present and future assets of the same type as that Security Asset;
 - (x) in this Deed a defined term includes its other cognate forms; and
 - (xi) where this Deed refers to any provision of any other Transaction Document and that Transaction Document is amended in a manner that would result in that reference being incorrect, this Deed shall be construed so as to refer to that provision as renumbered in the amended Transaction Document.
- (b) The fact that the details of any Account in Schedule 1 (*Accounts*) are incorrect or incomplete shall not affect the validity or enforceability of this Deed in respect of any such Account of the Chargor.

- (c) References in this Deed to a *Clause* or *Schedule* are to a clause of, or schedule to, this Deed and Schedules (including any Annexes thereto) form an integral part of this Deed.

1.3 Third parties

Except as otherwise expressly provided in this Deed, the terms of this Deed may be enforced only by a Party and the operation of the Third Parties Act is excluded.

2. COVENANT TO PAY

- (a) The Chargor shall perform the Secured Obligations if and when they become due in the manner provided for in the Share Purchase Agreement.
- (b) The Chargor confirms to the Chargee that the amount secured by this Deed is the full amount of the Secured Obligations.
- (c) The Chargor confirms to the Chargee that it will ensure that, prior to the Termination Date, all interest (if any) accrued on the funds deposited in the Accounts remains in the Accounts.

3. CREATION OF SECURITY

The Chargor charges by way of a first fixed charge in favour of the Chargee the Security Assets and assigns to the Chargee by way of security its rights, title and interest in and to the Security Assets.

4. RELEASE, REASSIGNMENT AND DISCHARGE. TERMINATION OF THE DEED

- (a) Promptly upon the occurrence of the Termination Date:
 - (i) the Account Security shall be automatically released;
 - (ii) the Chargor shall be free to dispose of the funds standing to the credit of the Accounts as it sees fit;
 - (iii) the Chargee shall, at the request and cost of the Chargor, reassign to the Chargor its rights, title and interest in and to the Security Assets, and execute such notices and directions to any persons as the Chargor may reasonably require in order to give effect to such release and reassignment,

whereafter this Deed shall be automatically terminated.

- (b) As soon as reasonably practicable upon becoming aware of the occurrence of the Termination Date, the Chargor shall send a Termination Notice to the Account Bank with a copy (in a signed, appended form, by PDF attachments to an e-mail) to the Chargee. Failure to send a Termination Notice shall be without prejudice to the operation of Clause 4(a) above.
- (c) The Chargor undertakes with the Chargee that it shall not send a Termination Notice unless the Termination Date has occurred, and shall be liable for any costs and liabilities incurred by the Chargee as a result of the Chargor breaching such undertaking, including without limitation, any and all losses, liabilities, third party

claims, debts, actions, damages, fees, taxes and expenses which may become payable to the Account Bank under paragraph 13 of the Notice of Charge.

- (d) The Chargee undertakes with the Chargor that it shall not dispute the Termination Notice duly sent to the Account Bank by the Chargor if the Termination Date has occurred pursuant to the terms of this Deed, and shall be liable for any costs and liabilities incurred by the Chargor as a result of the Chargee breaching such undertaking, including without limitation, any and all losses, liabilities, third party claims, debts, actions, damages, fees, taxes and expenses which may become payable the Account Bank under paragraph 13 of the Notice of Charge.
- (e) Without prejudice to the generality of paragraph (d) above, the Parties agree that the Chargee may not dispute the Termination Notice if this Deed is terminated in accordance with paragraph (iii) of the *Termination Date* definition.
- (f) IOC shall indemnify GSI against all direct losses incurred by GSI which are finally judicially determined (including by an award of an arbitral tribunal which is no longer appealable) to have resulted from IOC having exercised its powers of enforcement under this Deed in the absence of GSI's default to pay the Collateral Amount in accordance with the terms of the Sale and Purchase Agreement.
- (g) Notwithstanding any provision of this Deed to the contrary, at any time after the date of this Deed, if the Parties agree to terminate this Deed they shall promptly send a Joint Release Notice to the Account Bank.

5. PROVISIONS RELATING TO ACCOUNT SECURITY

- (a) All Account Security:
 - (i) is created in favour of the Chargee;
 - (ii) is created free from any security interest (other than any Account Security); and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations, shall extend to the ultimate balance of the Collateral Amount payable under the Share Purchase Agreement and shall remain in full force and effect until the Termination Date.
- (b) The Account Security created pursuant to this Deed by the Chargor is made with full title guarantee under the LPMPA 1994.
- (c) The fact that the details of any Account are incorrect or incomplete shall not affect the validity or enforceability of this Deed in respect of such Account.
- (d) This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Security Assets in accordance with its terms.

6. RESTRICTION ON DEALINGS

Until the Termination Date, the Chargor shall not:

- (a) create or permit to subsist any security or quasi-security on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether voluntarily or involuntarily) assign, charge, lease, transfer or otherwise dispose of all or any part of its right, title and interest in and to any Security Asset,

unless permitted to do so under this Deed or the Share Purchase Agreement or otherwise consented to in writing by the Chargee.

7. ACCOUNTS

7.1 Account preservation

- (a) The Chargor shall take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of its Accounts, provided that the exercise of those rights and remedies is not inconsistent with the terms of the Transaction Documents.
- (b) The Chargor shall not, and shall not purport to:
 - (i) amend, supplement, vary or waive any provision of any agreement governing the terms of any of its Accounts (or agree to do so);
 - (ii) exercise any right to rescind, cancel or terminate any agreement governing the terms of any of its Accounts; or
 - (iii) release, compromise or waive any counterparty from its obligations or liabilities under any agreement governing the terms of any of its Accounts or any debt represented thereby,

in each case, in a manner that would have an adverse effect upon the rights of the Chargee under this Deed.

- (c) Before the occurrence of an Enforcement Event:
 - (i) the Chargor shall be entitled to withdraw, release, receive or otherwise transfer certain amounts from the RUB Account and transfer a corresponding amount in US Dollars to the USD Account, in compliance with the procedure outlined in paragraph 4 of Schedule 2, provided that:
 - (A) except in the case provided for under sub-paragraph (B) below, in each case an applicable exchange rate will be determined separately between the Chargor and Chargee in accordance with clause 7.3 (*Secured Account. Foreign Exchange*) of the Share Purchase Agreement and subject to the terms of clause 2.3(c) (*Payment of Quarterly Instalment Amounts, Annual Instalment Amounts and the Settlement Amount*) of the Share Purchase Agreement. Each of the Parties acknowledges that as per the terms of the Notice of Charge, such foreign exchange operations cannot be made more frequently than 12 times in every 12 calendar months starting from the date that the first amount is received into the RUB Account, except that this limitation will not apply to the foreign exchange conversion to be made in accordance with sub-paragraph (B) below; and

- (B) in the case provided for under clause 2.3(c) of the Share Purchase Agreement, the exchange rate will be the MOEX Reference Rate set for the day immediately prior the date that the Calculation Agent sends the Calculation Agent Notice;
 - (ii) other than as permitted by sub-paragraph (i) above or paragraph (e) below, the Chargor shall not be entitled to withdraw, release, convert or otherwise transfer the proceeds standing to the credit of any Account without the prior written consent of the Chargee.
- (d) On and after the occurrence of an Enforcement Event, the Chargor shall not be entitled to receive, withdraw, release or otherwise transfer the proceeds standing to the credit of any Account without the prior written consent of the Chargee, except in accordance with paragraph (e) below.
- (e) Notwithstanding any provision of this Deed to the contrary, the Chargor shall be entitled at any time to withdraw, release or otherwise transfer the proceeds standing to the credit of any Account for the payment of the Collateral Amount to the Chargee or its Affiliated Purchaser in accordance with the terms of the Share Purchase Agreement. The Parties agree that where the Chargee has requested the Chargor, in accordance with the terms of the Share Purchase Agreement, to pay the Collateral Amount to an Affiliated Purchaser, the Chargee shall promptly send a notice to the Account Bank in accordance with the relevant terms of the Notice of Charge amending the details of the IOC USD Designated Account to include the details of a relevant bank account opened in the name of the Affiliated Purchaser.

7.2 Notices – Accounts

- (a) The Chargor shall provide to the Chargee by e-mail an executed copy of each Account Bank Agreement (and any amendments to it) as soon as reasonably practicable upon a relevant agreement having been executed by both parties to it.
- (b) The Chargor and the Chargee shall within five Business Days after the date of this Deed:
 - (i) give the Notice of Charge to the Account Bank (in a signed, appended form, by PDF attachments to an e-mail); and
 - (ii) request that the Account Bank delivers to the Chargee and the Chargor a duly completed acknowledgment of that notice substantially in the form set out in Annex 12 to Schedule 2 (*Form of notice and acknowledgment for Accounts*).

7.3 Change of Account Bank

- (a) The Account Bank may only be changed with the prior written consent of the Chargee, except that such consent shall not be required if the Account Bank has: (i) served notice to the Chargor terminating any of the Account Bank Agreements; or (ii) terminated any of the Account Bank Agreements, of which the Chargor shall, as soon as practically possible, notify the Chargee in writing. The Parties will use reasonable efforts to ensure that accounts secured for the benefit of the Chargee on similar terms are available to transfer the funds from the Accounts as soon as possible, so that the obligation of the Chargor to pay the Collateral Amount to the Chargee or its Affiliated Purchaser (as the case may be) is at all times secured.

- (b) The change shall only become effective if the proposed new account bank agrees to fulfil the role of account bank and maintain the Accounts in accordance with the terms of this Deed.
- (c) Upon a change of Account Bank becoming effective, the net amount (if any) standing to the credit of any Account maintained with the old Account Bank shall be immediately transferred to a corresponding Account maintained with the new account bank and the term "Account Bank" shall be deemed to refer to such new bank.

7.4 Exercise of rights on Enforcement Event

After the occurrence of an Enforcement Event, the Chargee shall be entitled without notice to the Chargor to receive, release, withdraw, apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards satisfaction of all or part of the Secured Obligations.

8. ENFORCEMENT OF ACCOUNT SECURITY

8.1 Timing and manner of enforcement

- (a) Without prejudice to any other provision of this Deed, immediately after the occurrence of an Enforcement Event, the Chargee may, in its absolute and sole discretion and without notice to the Chargor (except for sending a copy of the Enforcement Notice and Enforcement Documents in accordance with paragraph 2 of Schedule 2) or prior authorisation from any person, court or similar body:
 - (i) enforce all or any part of the Account Security and require the payment or transfer to it of any amounts, proceeds or assets held on trust by the Chargor for its benefit; and/or
 - (ii) exercise all or any of the powers, authorities and discretions conferred on the Chargee:
 - (A) by the Transaction Documents (including this Deed); or
 - (B) otherwise by law on mortgagees, chargees, assignees, receivers (whether or not the Chargee has appointed a receiver) and/or administrators (whether or not the Chargor is in administration),

in each case, at the times, in the manner and on the terms that it sees fit.

- (b) Without prejudice to any other provision of this Deed, upon and after the Account Security becoming enforceable, the Chargor shall hold its Security Assets on trust for the Chargee.
- (c) All reasonable documented costs and expenses of the Chargee (including, without limitation, all professional fees) incurred as a result of the enforcement against the Security Assets shall be borne by the Chargor provided that a breach by the Chargor of the Secured Obligations has been confirmed by a final decision of the competent court or a final award issued by the arbitral tribunal in accordance with Clause 18.

8.2 Restrictions on notices

Before the occurrence of each of the events set out in paragraphs (i) to (iii) (inclusive) of the definition of *Enforcement Event*, the Chargee shall not give any Enforcement Notice to the Account Bank.

8.3 Collateral Excess

The Chargor shall pay the Collateral Excess in cases and in a manner provided for under clause 2.3(e) of the Share Purchase Agreement.

9. FURTHER ASSURANCES

The Chargor shall, at its own expense use its reasonable endeavours to take such lawful action within its control which the Chargee may require, acting reasonably and in good faith, for creating, perfecting or enforcing the Account.

10. COSTS AND EXPENSES

All reasonable and properly documented costs and expenses of the Chargee (including, without limitation, all professional fees) incurred by reason of the enforcement of Chargee's lawful rights under this Deed shall be borne by the Chargor.

11. CHANGES TO PARTIES

Clause 20 (*Transfer*) of the Share Purchase Agreement shall be incorporated into this Deed as if set out in full in this Deed, except that references to "this Agreement" shall be construed as references to this Deed and references to "party" shall be construed as references to a "Party".

12. EXECUTION AS A DEED

Each Party intends this Deed to take effect as a deed, and confirms that it is executed and delivered as a deed, notwithstanding the fact that a Party may only execute this Deed under hand.

13. PARTIAL INVALIDITY

- (a) If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that shall not in any way affect or impair:
 - (i) the legality, validity or enforceability of that provision under the law of any other jurisdiction; or
 - (ii) the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction.
- (b) The Parties shall enter into good faith negotiations (but without any liability whatsoever in the event of no agreement being reached) to replace any invalid, illegal or unenforceable provision of this Deed, with a view to obtaining the same commercial effect as this Deed would have had if that provision had been valid, legal and enforceable.

14. AMENDMENTS

This Deed may only be amended, modified or waived in any respect with the prior written consent of the Parties.

15. NOTICES

Any notice or other communication to be served under or in connection with this Deed shall be made in accordance with clause 22 (*Notices*) of the Share Purchase Agreement and that clause is incorporated into this Deed as if set out in full in this Deed, except that references to “this Agreement” shall be construed as references to this Deed.

16. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

17. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed and enforced in accordance with, the law of England and Wales.

18. DISPUTE RESOLUTION

Clause 31.2 (*Arbitration Agreement*) of the Share Purchase Agreement shall be incorporated into this Deed *mutatis mutandis*, except that references to “this Agreement” shall be construed as references to this Deed.

THIS DEED has been executed and delivered as a DEED on the date stated at the beginning of this Deed.

SCHEDULE 1

ACCOUNTS

Account Bank	Beneficiary account number	Description
Citibank, N.A. London branch	██████████	RUB denominated account
Citibank, N.A. London branch	██████████	USD denominated account

1. Payments into the RUB Account should be routed as follows:

Correspondent bank: AO Citibank, Moscow

Correspondent bank SWIFT: [REDACTED]

BIK Code: XXXXXXXXXX

In favour of account: [REDACTED]

Beneficiary bank: Citibank, N.A. London

Beneficiary bank SWIFT: [REDACTED]

Final beneficiary name: [REDACTED]

Final beneficiary account: [REDACTED]

Reference, field [REDACTED]

Corresponding account:

INN [REDACTED]

KPP [REDACTED]

OKPO [REDACTED]

Citi London's KIO
(code of foreign entity)

2. Payments into the USD Account should be routed as follows:

Correspondent bank: Citibank, N.A. New York

Correspondent bank SWIFT: [REDACTED]

Beneficiary bank:	Citibank, N.A. London
Beneficiary bank SWIFT:	██████████
Final beneficiary name:	██
Final beneficiary account:	██████████
Reference:	[Reference, if applicable]

SCHEDULE 2

FORM OF NOTICE AND ACKNOWLEDGMENT FOR ACCOUNTS

To: **Citibank, N.A. London branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Attention: Issuer Services, Specialised Agency TM team

E-mail: issuerservices.specialisedagency@imceu.eu.smb.com

Date: _____ November 2018

Dear Sirs,

Bank account security deed dated ____ November 2018 between Goldman Sachs International (the *Chargor*) and OOO “Irkutsk Oil Company” (the *Chargee* and together with the *Chargor*, the *Parties*) (the *Bank Account Security Deed*) – Notice of charge

1. We refer to the Bank Account Security Deed. This is a notice that, pursuant to the Bank Account Security Deed, the *Chargor* has charged by way of a first fixed charge and assigned by way of security to the *Chargee* all its rights, title and interest in respect of any amounts standing to the credit of the following accounts maintained by the *Chargor* with you: (i) the RUB denominated account with the beneficiary account number [REDACTED] (the *RUB Account*); and (ii) the USD denominated account with the beneficiary account number [REDACTED] (the *USD Account*, and together with the *RUB Account*, the *Accounts*, and each an *Account*), together with all amounts standing to the credit of, and the debts represented by, the *Accounts* from time to time. The *Chargor* confirms that it has not granted any other third party rights, title or interest in the *Accounts*, or amounts standing to the credit of, and the debts represented by, the *Accounts* from time to time, other than with accordance with the Bank Account Security Deed. The *Chargor* confirms that it shall not create or permit to subsist any security or quasi-security on the *Account* or any interest therein, other than in accordance with the Bank Account Security Deed.

2. With effect from the date of your receipt of this notice, and subject to and as provided herein, the following provisions shall apply:

- (a) you shall disclose to the *Chargee* (by way of email correspondence to [REDACTED]; [REDACTED], with copies to Evgenia Kuryleva at [REDACTED] and Elena Kotova at [REDACTED]) information relating to the amounts standing to the credit of the *Accounts* upon request by the *Chargee* (i) made in writing and signed by an Authorised Representative of the *Chargee* to this notice; or (ii) sent to you from an e-mail address of an Authorised Representative of the *Chargee*;
- (b) upon receipt by you from the *Chargee* of an e-mail attaching a copy of a notice signed by an Authorised Representative of the *Chargee* enforcing the *Chargee*'s rights pursuant to the charge in or substantially in the form set out in Annex 2 (*Form of*

Enforcement Notice) to this notice (the ***Enforcement Notice***) sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.smb.com and clearly identified as “**GSI – IOC Account Bank Agreement – Enforcement Notice and Enforcement Documents**” in the “Subject” line of the e-mail (such e-mail, together with the Enforcement Notice, an ***Enforcement Instruction***) with the following attachments:

- (i) a copy of a calculation agent notice from the Chargor to the Chargee designating amounts payable as “Settlement Amount”, “Other Amounts”, “Collateral Amount” and “Transaction Costs” in or substantially in the form set out in Annex 3 (*Form of Calculation Agent Notice*) to this notice (the ***Calculation Agent Notice***);
- (ii) a copy of a notice from the Chargee to the Chargor in or substantially in the form set out in Annex 4 (*Form of Gross Payment Notice*) to this notice (the ***Gross Payment Notice***);
- (iii) a copy of a SWIFT message series MT-103 duly confirmed by the paying bank of the Chargee confirming that the full amounts (on a gross basis) designated as “the Settlement Amount” and “the Other Amounts” in the Calculation Agent Notice have been debited from the bank account of the Chargee to the Chargor’s account as specified in such Calculation Agent Notice in accordance with the payment order of the Chargee in favour of the Chargor (the ***SWIFT Message***, and together with the Calculation Agent Notice and the Gross Payment Notice, the ***Enforcement Documents***, and each an ***Enforcement Document***); and
- (iv) evidence that a copy of the Enforcement Notice together with copies of the Enforcement Documents were delivered to the Chargor,

you shall forward such Enforcement Instruction, together with any such attachments thereto as may be received by you to the Chargor by e-mail (and paragraph 15(b) shall apply to the confirmation of the delivery of such Enforcement Instruction), and thereafter hold all monies standing to the credit of the Accounts to the order of the Chargee and, subject to the expiry of the Enforcement Objection Period and the Enforcement Injunction Period (as defined in paragraph 3 below), pay or release any sum standing to the credit of the Accounts to the IOC RUB Designated Account and/or the IOC USD Designated Account, as the case may be, in accordance with the Enforcement Notice;

- (c) upon receipt by you from either the Chargor or the Chargee of an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.smb.com and clearly identified as “**GSI-IOC Account Bank Agreement – Judgment Notice**” in the “Subject” line of such e-mail) to which is attached a PDF form of a certified copy of a Judgment requiring monies standing to the credit of the Accounts to be held to the order of one of the Parties, you shall hold such monies to the order of that Party and pay or release such monies only in accordance with the relevant Judgment. Any such Judgment shall be accompanied by a legal opinion given by a recognised international legal counsel confirming the effect of such Judgment and that such Judgment is a final award on the merits (in case of an arbitration award) or is a

Judgment that has come into effect and is binding (in case of a Judgment issued by court) (a *Supporting Opinion*);

- (d) upon receipt by you from the Chargor and/or the Chargee of an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmc.com and clearly identified as “GSI-IOC Account Bank Agreement – Joint Release Notice” in the “Subject” line of such e-mail (such e-mail, a *Joint Release Instruction*)) to which is attached a PDF copy of a notice in or substantially in the form set out in Annex 5 (*Form of Joint Release Notice*) to this notice (the *Joint Release Notice*) signed by an Authorised Representative of each of the Chargor and Chargee, you shall take such actions with respect to monies standing to the credit of the Accounts as may be specified in such Joint Release Notice;
- (e) in the event that you receive from the Chargor an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmc.com and clearly identified as “GSI-IOC Account Bank Agreement – Termination Notice” in the “Subject” line of such e-mail (such e-mail, a *Termination Instruction*)) to which is attached a PDF copy of a notice in or substantially in the form set out in Annex 6 (*Form of Termination Notice*) to this notice (the *Termination Notice*) signed by an Authorised Representative of the Chargor, you shall forward such Termination Instruction to the Chargee as contemplated below in this sub-paragraph 2(e), and this notice shall terminate on expiry of the fifth (5) Business Day following the date upon which you first forward such Termination Instruction to the Chargee as contemplated in paragraph 15(b)(i) of this notice, and shall be of no further force and effect and you shall thereafter hold all monies standing to the credit of the Accounts to the order of the Chargor in accordance with the terms of the Account Bank Agreement, unless:
 - (i) prior to the expiry of the said five (5) Business Days’ period you receive from the Chargee an e-mail (sent to at.instructions@citi.com and mailto:issuerservices.specialisedagency@imceu.eu.ssmc.com and clearly identified as “GSI-IOC Account Bank Agreement – Objection to Termination Notice” in the “Subject” line of such e-mail (such e-mail, a *Termination Objection Instruction*)) to which is attached a PDF copy of a notice in or substantially in the form set out in Annex 7 (*Form of Termination Objection Notice*) to this notice (a *Termination Objection Notice*) signed by an Authorised Representative of the Chargee; and
 - (ii) prior to the expiry of an additional fifteen (15) Business Days period after the receipt by you of any such Termination Objection Instruction (the *Termination Injunction Period*) you receive from the Chargee an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmc.com and clearly identified as “GSI-IOC Account Bank Agreement – Injunction Notice” in the “Subject” line of such e-mail (such e-mail, an *Termination Injunction Instruction*)) to which is attached a PDF copy of a notice in or substantially in the form set out in Annex 9 (*Form of Injunction Notice*) to this notice (an *Injunction Notice*) signed by an Authorised Representative of the Chargee,

in which case you shall not pay or release any sum standing to the credit of the Accounts unless and until you receive either:

- (A) a Joint Release Notice in accordance with sub-paragraph (d) above;
or
- (B) a Judgment accompanied by a Supporting Opinion in accordance with sub-paragraph (c) above,

in either case directing you to pay or release any sum standing to the credit of the Accounts, in which event you shall, subject to compliance with Applicable Law and regulations, act in compliance with such directions.

On receipt by you of a Termination Instruction from the Chargor, you shall forward such Termination Instruction, together with any such attachments thereto as may be received by you to the Chargee by e-mail (and paragraph 15(b) shall apply to the confirmation of the delivery of such Termination Instruction).

On receipt of either a Termination Objection Instruction or an Termination Injunction Instruction from the Chargee, you shall forward such relevant e-mail, together with any such attachments thereto as may be received by you to the Chargor by e-mail (and paragraph 15(b) shall apply to the confirmation of the delivery of such relevant e-mail); and

- (f) if at the end of the Termination Injunction Period, no Injunction Notice has been received by you from the Chargee, this notice shall terminate and be of no further force and effect and you shall hold all monies standing to the credit of the Accounts to the order of the Chargor in accordance with the terms of the Account Bank Agreement.

3. Notwithstanding paragraph 2(b) above, if:

- (a) prior to the expiry of ten (10) Business Days from the date that you forward an Enforcement Instruction to the Chargor in the manner contemplated in paragraph 2(b) above and paragraph 15(b) below (the ***Enforcement Objection Period***), you receive from the Chargor an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmb.com and clearly identified as “GSI-IOC Account Bank Agreement – Objection to Enforcement Notice” in the “Subject” line of such e-mail (such e-mail, an ***Enforcement Objection Instruction***)) to which is attached a PDF copy of a notice in or substantially in the form set out in Annex 8 (*Form of Enforcement Objection Notice*) to this notice (an ***Enforcement Objection Notice***) signed by an Authorised Representative of the Chargor; and
- (b) prior to the expiry of an additional ten (10) Business Days period after the receipt by you of any such Enforcement Objection Instruction (the ***Enforcement Injunction Period***) you receive from the Chargor an e-mail (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmb.com and clearly identified as “GSI-IOC Account Bank Agreement – Injunction Notice” in the “Subject” line of such e-mail (such e-mail, an ***Enforcement Injunction Instruction***)) to which is attached a PDF copy of an Injunction Notice signed by an Authorised Representative of the Chargor,

you shall not pay or release any sum standing to the credit of the Accounts unless and until you receive either:

- (i) a Joint Release Notice delivered in accordance with paragraph 2(d) above; or

- (ii) a Judgment accompanied by a Supporting Opinion delivered in accordance with paragraph 2(c) above,

in either case directing you to pay or release any sum standing to the credit of the Accounts, in which event you shall, subject to compliance with Applicable Law and regulations, act in compliance with such directions.

On receipt of either an Enforcement Objection Instruction or an Enforcement Injunction Instruction from the Chargor, you shall forward such relevant e-mail, together with any such attachments thereto as may be received by you to the Chargee by e-mail (and paragraph 15(b) shall apply to the confirmation of the delivery of such relevant e-mail). If at the end of the Enforcement Injunction Period, no Injunction Notice has been received by you from the Chargor, you shall pay or release any sum standing to the credit of the Accounts in accordance with paragraph 2(b) above.

4. At any time before receipt by you of an Enforcement Notice as contemplated in paragraph 2(b) above, the Chargor shall be entitled to withdraw, release, receive or otherwise transfer amounts from the RUB Account (each, a **RUB Amount**) and transfer corresponding amounts in US Dollars (each, a **USD Amount**) to the USD Account (each, a **FX Conversion Event**) by submitting a payment instruction notifying of a FX Conversion Event and relevant RUB Amount in or substantially in the form set out in Annex 1 (*Form of FX Payment Instruction*) (a **FX Payment Instruction**). A FX Payment Instruction may either be set out in the body of an e-mail sent from the e-mail address of an Authorised Representative of the Chargor or be in the form of a PDF copy of such a payment instruction, signed by an Authorised Representative of the Chargor, and attached to an e-mail sent from the e-mail address of an Authorised Representative of the Chargor. The FX Payment Instruction shall specify the required settlement date for the payment of the relevant RUB Amount (the **FX Settlement Date**) which shall in any event be a Payment Business Day falling no earlier than two (2) Business Days following the date upon which you receive the FX Payment Instruction. The Chargor acknowledges and agrees that in order for you to settle payment of the relevant RUB Amount on the FX Settlement Date, an amount in cleared RUB funds sufficient to make such payment must be standing to the credit of the RUB Account by no later than 16.00 London time on the Business Day immediately prior to the FX Settlement Date. To the extent that sufficient cleared funds in RUB are standing to the credit of the RUB Account, on the relevant FX Settlement Date, you shall release the RUB Amount in accordance with the FX Payment Instruction. In addition, provided that an Authorised Representative of the Chargor delivers to you a copy of a confirmed SWIFT message initiating the payment to the USD Account of a USD Amount for value on a specified FX Settlement Date, you shall, but only to the extent that you have actually received the USD Amount remitted by the Chargor, use reasonable endeavours to apply such USD Amount to be credited to the USD Account such that both the relevant payment of the RUB Amount to be paid on such FX Settlement Date and the credit of such USD Amount to the USD Account are completed on the same value date. If the USD Amount cannot be credited to the USD Account on a specified FX Settlement Date for any reason, you shall, save to the extent that you are restricted or precluded from doing so by Applicable Law, promptly, but in any event within one (1) Business Day of the relevant FX Settlement Date, notify all Authorised Representatives of the Chargor that the USD Amount has not been credited to the USD Account. You shall thereafter cooperate with the Chargor in good faith and use your reasonable endeavours to procure that the USD Amount (provided it has been remitted by the Chargor to the USD Account) is promptly credited to the USD Account.

The Chargor and the Chargee have agreed that there shall be no more than 12 FX Conversion Events in every 12 calendar months starting from the date that the first amount is received into the RUB Account, except that the Chargor may send one final FX Payment Instruction (with a note that such FX Payment Instruction is the final FX Payment Instruction under this notice) at any time before receipt by you of an Enforcement Notice, notwithstanding the fact that it may have used its limit of the 12 FX Payment Instructions during the preceding 12 calendar month period.

5. All payments to be made by you from the Accounts will be made by you subject to and in accordance with the terms of the Account Bank Agreement, save only to the extent that the terms of this notice expressly require otherwise.

6. The Chargor and the Chargee hereby agree that:

- (a) at any time before delivery by the Chargor of a Termination Notice, other than as permitted by paragraph 4 above or sub-paragraph (b) below, the Chargor shall not withdraw, release, convert or otherwise transfer the proceeds standing to the credit of any Account without the prior written consent of the Chargee;
- (b) notwithstanding anything in this notice to the contrary, the Chargor shall be entitled at any time to withdraw, release or otherwise transfer the proceeds standing to the credit of any Account, to the IOC RUB Designated Account or IOC USD Designated Account, without consent of the Chargee, by submitting a payment instruction in or substantially in the form set out in Annex 10 (*Form of Chargor Payment Instruction*) signed by an Authorised Representative of the Chargor (a ***Chargor Payment Instruction***);
- (c) subject to paragraph 3 above, following the receipt by you of an Enforcement Notice, the Chargor shall not be permitted to withdraw, release or otherwise transfer any amount from the Accounts without the prior written consent of the Chargee, other than to withdraw, release or otherwise transfer the proceeds standing to the credit of any Account to the IOC RUB Designated Account or IOC USD Designated Account, without the prior written consent of the Chargee, by submitting a Chargor Payment Instruction; and
- (d) any Chargor Payment Instruction may either be set out in the body of an e-mail sent from the e-mail address of an Authorised Representative of the Chargor or be in the form of a PDF copy of such a payment instruction, signed by an Authorised Representative of the Chargor, and attached to an e-mail sent from the e-mail address of an Authorised Representative of the Chargor.

7. Notwithstanding any other provisions of this notice or the Account Bank Agreement:

- (a) you shall be under no obligation to release any amount from any Account or to take action in relation thereto if you are prevented or prohibited from doing so or if you are instructed or ordered not to do so, in each case, by the terms of any Judgment made by a court or tribunal with which you, in your sole discretion, determine that you are required to comply or if you are otherwise not legally permitted to do so. Save to the extent that you are restricted or precluded from doing so by Applicable Law, you will promptly notify each of the Chargor and Chargee should such circumstances arise;

- (b) any payment by you in accordance with the requirements of this notice will be made without any deduction or withholding for or on account of any taxes unless such deduction or withholding is required by applicable law; the Chargor shall remain liable for any unpaid taxes in accordance with the terms of the Account Bank Agreement;
- (c) neither you nor any of your officers, employees or agents shall be liable to any person or entity including but not limited to the Chargor or the Chargee for any loss, liability, claim, debts, action, damages or expenses arising out of or in connection with your performance of or your failure to perform any of your obligations under this notice save as are caused by your own gross negligence, wilful default, or fraud;
- (d) you shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this notice arising as a result of any Force Majeure Event or any event where, in your opinion acting reasonably, performance of any duty or obligation under or pursuant to this notice would or may result in you being in breach of Applicable Law or any Judgment, or practice, request, direction, notice, announcement or similar action of any relevant Authority, stock exchange or self-regulatory organisation to which you are subject (including, without limitation, those of: (i) the United States of America or any jurisdiction forming a part of it; and (ii) England & Wales) and may without liability do anything which is, in your opinion, necessary to comply with any such law, rule or regulation. Save to the extent that you are restricted or precluded from doing so by Applicable Law, you will promptly notify each of the Chargor and Chargee should such circumstances arise;
- (e) you shall not be obliged to make any payment or otherwise to act on any request or instruction given to you under this notice if you are unable to verify any signature pursuant to any such request or instruction against the specimen signature provided for the relevant Authorised Representative of a relevant Party hereunder;
- (f) you shall be entitled to rely upon any Judgment, award, certification, demand, notice, or other written instrument delivered to you hereunder without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof; you may act in reliance upon any instrument or signature believed by you to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions of this notice has been duly authorised to do so;
- (g) you may consult lawyers (or other appropriate professional advisers) in connection with this notice and you hereby agree upon request to disclose to the Chargor and the Chargee, where legally permissible, a summary of the advice on which you intend to rely; we acknowledge and agree that you shall not be liable for any action taken or omitted in accordance with such advice;
- (h) notwithstanding the foregoing, under no circumstances will you be liable to either the Chargor or the Chargee or any other person for any indirect, incidental or consequential loss or damage (being, inter alia, loss of business, goodwill, opportunity or profit) even if advised in advance of such loss or damage; and
- (i) you shall not be responsible for (A) checking that any Enforcement Instruction, Enforcement Objection Instruction, Enforcement Injunction Instruction, Termination

Instruction, Termination Objection Instruction, Termination Injunction Instruction and/or the Joint Release Instruction, (together, the ***Account Notice Instructions*** and each, an ***Account Notice Instruction***) and/or any documents (howsoever described) attached thereto (including, without limitation, any Enforcement Notice, Enforcement Documents, Enforcement Objection Notice, Injunction Notice, Termination Notice, Termination Objection Notice and/or Joint Release Notice), complies with the requirements agreed between the Chargor and the Chargee with respect to any such Account Notice Instruction or documents (including, without limitation, as to the number, form, content or validity of any such Account Notice Instruction or documents or whether the correct attachments are attached to any Account Notice Instruction); or (B) the integrity of any Account Notice Instruction and/or any documents attached thereto received by you in electronic format. Each of the Chargee and the Chargor expressly acknowledges and agrees that documents which are made available to you in electronic form may be altered or changed during the process of electronic transmission and consequently you, or any of your affiliates, directors, officers or employees shall have no liability or responsibility in respect of any Account Notice Instruction or any such documents which you may forward or deliver to the Chargor and/or the Chargee pursuant to this notice.

8. Each of the Chargor and the Chargee:
 - (a) undertakes to give you not less than five (5) Business Days' notice in writing in respect of any amendment to its list of Authorised Representatives or details of its Designated Accounts (or either of them) and any such amendment shall take effect upon the expiry of the above notice period (or such shorter period as may be agreed by you in your absolute discretion). You acknowledge that the Chargee may nominate, in accordance with this sub-paragraph, an account of its affiliate as its relevant Designated Account;
 - (b) acknowledges that you are authorised to rely conclusively upon any instructions received by any means agreed under this notice (or in the case of instructions from the Chargor, under the Account Bank Agreement) or otherwise agreed between you, the Chargor and the Chargee and, in furtherance thereof (i) without prejudice to the foregoing provisions of this notice, you may rely and act without liability upon an instruction if you believe in good faith that it has been appropriately executed; and (ii) notwithstanding any other provision of this notice, you shall have the right to refuse to act on any instruction where, acting reasonably, you doubt its contents, authorisation, origination or compliance with this notice or the Account Bank Agreement and, in any such case, will promptly notify the Chargor and/or the Chargee of your decision. In the event of adverse or conflicting claims or demands being made or threatened in connection with any payment to made from any Account, or you concluding that your duties hereunder are unclear in a material respect, you shall be entitled in your discretion to refuse to comply with any claims, demands, requests or instructions with respect to the Accounts either (x) for so long as such adverse or conflicting claims or demands continue; or (y) until your duties have been clarified to your satisfaction (acting reasonably), and you shall not be or become liable in any way to either the Chargor or the Chargee for any such refusal to comply with such claims, demands or instructions. You will promptly notify the Chargor or the Chargee, as applicable, if you consider that you are unable to carry out any instruction received from the Chargor or the Chargee.

9. For the purposes of this notice

Applicable Law means any law or regulation including, but not limited to: (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority, stock exchange or self-regulatory organisation with which you are bound or accustomed to comply; and (c) any agreement entered into by you and any Authority or between any two or more Authorities;

Authority means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign;

Authorised Representative means, in relation to the Chargor or the Chargee an authorised signatory of the Chargor or the Chargee (as the context requires) identified as such in Annex 11 (*Authorised Representatives and Call-Back Contracts*) to this notice, as may be amended pursuant to paragraph 8(a). For the purposes of this notice phrases “sent by an Authorised Representative” or “received from an Authorised Representative” shall mean that a relevant message was sent and received, respectively, from the e-mail address identified in respect of such Authorised Representative in Annex 11 (*Authorised Representatives and Call-Back Contracts*) to this notice;

Business Day means a day on which banks are open for normal business in London;

Designated Accounts means the GSI RUB Designated Account; the GSI USD Designated Account; the IOC RUB Designated Account; and the IOC USD Designated Account, or such other accounts as each of the Chargor and Chargee may notify you of in accordance with paragraph 8(a), and each a **Designated Account**;

Force Majeure Event means any event (including but not limited to an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons; riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts; nationalisation, expropriation, redenomination or other related governmental actions; Applicable Law of an Authority or supranational body; regulation of the banking or securities industry including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunications, computer services or systems, or other cause) beyond the control of any party which restricts or prohibits the performance of the obligations of such party contemplated by this notice;

GSI RUB Designated Account means a RUB bank account of the Chargor with the following details:

Swift Code: [REDACTED]

BIK: [REDACTED]

Tax Code (INN): [REDACTED]

Beneficiary's bank name: UNICREDIT BANK ZAO, Moscow

Beneficiary's bank address: Moscow

Correspondent account number with the Central Bank of Russia:

[REDACTED]

Routing Code: [REDACTED] (KIO): [REDACTED]

Beneficiary's account number: [REDACTED]

Beneficiary: [REDACTED]
Routing Code: [REDACTED]

GSI USD Designated Account means a USD bank account of the Chargor with the following details:

ABA: [REDACTED]
Routing Code: [REDACTED]
Beneficiary's bank name: CITIBANK N.A.
Beneficiary's bank location: New York
Beneficiary's account number: [REDACTED]
Beneficiary's name: GOLDMAN SACHS INTERNATIONAL

IOC RUB Designated Account means a RUB bank account of the Chargee with the following details:

SWIFT Code: [REDACTED]
BIK: [REDACTED]
Beneficiary's bank name: Irkutsk branch No. 8586 SBERBANK OF RUSSIA OJSC, Irkutsk
Beneficiary's bank address: Irkutsk
Correspondent account with the Central Bank of Russia: [REDACTED]
Tax Code (INN): [REDACTED]
Beneficiary's account: [REDACTED]
Beneficiary: OOO "IRKUTSK OIL COMPANY"

IOC USD Designated Account means a USD bank account of the Chargee with the following details:

Beneficiary's bank: SBERBANK OF RUSSIA PJSC (Baikalsky Head Office)
Beneficiary's bank address: Russian Federation, 664011, Irkutsk, 10 Nizhnyaya Naberezhnaya str.
SWIFT: [REDACTED]
Beneficiary's account: [REDACTED]
Beneficiary: OOO "IRKUTSK OIL COMPANY"
Intermediary bank: THE BANK OF NEW YORK MELLON, New York, NY
Intermediary bank address: One Wall Street, New York, NY 10286
Intermediary bank account: [REDACTED]
Intermediary bank SWIFT: [REDACTED]

Judgment means an arbitration award issued by the Singapore International Arbitration Centre or the Russian Arbitration Centre or any order, judgment, decision or decree issued by a court or tribunal of competent jurisdiction;

Payment Business Day means a day on which are open for normal business (including dealings in foreign exchange and foreign currency deposits) in London, New York and Moscow; and

Taxes means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities, imposed under Applicable Law.

10. The instructions set out in this notice may not be revoked or amended without prior written consent of each of you, the Chargor and the Chargee.

11. You may require the Chargee to complete such documentation as you may reasonably request to establish the authority and identity of individuals issuing instructions on the Chargee's behalf.

12. The instructions and authorisations in this notice are without prejudice to the protections given to you in the account bank agreement entered into between the Chargor as client and you as account bank on or about the date hereof in relation to the RUB Account and USD Account pursuant to which the RUB Account and USD Account are maintained and operated (the **Account Bank Agreement**). The Account Bank Agreement shall remain in full force and effect until terminated in accordance with the terms thereof. The terms of this notice shall prevail over the terms of the Account Bank Agreement.

13. We hereby irrevocably undertake to you that we shall, jointly and severally, on demand indemnify and keep you (and your directors, officers, agents and employees) indemnified and hold you and each of them harmless from and against any and all losses, liabilities, third party claims, debts, actions, damages, fees, Taxes and properly incurred expenses (including fees and disbursements of professional advisers, including lawyers, engaged by you), which you may incur arising out of or in connection with the arrangements set out in this notice, save as are caused by your (or your directors, officers, agents and employees') own gross negligence, wilful default, wilful misconduct or fraud. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall apply to this paragraph 13.

14. Please sign the acknowledgement of this notice in the form set out in Annex 12 (*Acknowledgment of the Account Notice*) to this notice and return a copy of such acknowledgement to each of the Chargor and the Chargee to confirm that:

- (a) you agree to the terms of this notice and agree to act subject to and in accordance with its provisions;
- (b) you have not received written notice of the interest of any third party in any Account or of the creation of any security, set-off, counterclaim or similar right in favour of any third party in any Account (and if you so receive any such notice of the interest you will promptly notify by way of email correspondence to [REDACTED]; [REDACTED], with copies to Evgenia Kuryleva at [REDACTED] and Elena Kotova at [REDACTED]); and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, combination of accounts, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Chargee.

15. The Parties and you hereby agree that:

- (a) any instruction and any communication under paragraph 2 or 3 above shall only be sent in 'PDF' format via e-mail to the relevant e-mail addresses identified in such provisions;
- (b) upon receipt from either the Chargor or the Chargee, as applicable (a *sending party*) of any Account Notice Instruction pursuant to paragraph 2(b), 2(e) or 3 above:

- (i) you will forward such Account Notice Instruction, together with any such attachments thereto as may be received by you, to the relevant party as provided in this Notice (the **receiving party**) by e-mail to all e-mail addresses identified in respect of the Authorised Representatives of the receiving party;
 - (ii) each of the Chargor and the Chargee undertakes that, to the extent that it is the relevant receiving party, it shall, promptly, but in any event within one (1) Business Day of receipt of such e-mail, acknowledge receipt of such e-mail by a return e-mail to you (sent to at.instructions@citi.com and issuerservices.specialisedagency@imceu.eu.ssmb.com and clearly identified as “Confirmation of receipt of [repeat the “Subject” of the e-mail which was forwarded to the receiving party]” in the “Subject” line of such e-mail);
 - (iii) to the extent that you have not received any such confirmation prior to the expiry of the time period set out in sub-paragraph (ii) above, you will use your reasonable endeavours to contact by telephone (on a recorded line) an individual named as an Authorised Representative of the relevant receiving party and whose telephone contact details are specified in Annex 11 (*Authorised Representatives and Call-back Contacts*) to confirm your original delivery of the e-mail referred to in sub-paragraph (i) above; and
 - (iv) if you are unable to obtain such subsequent confirmation from the receiving party in accordance with sub-paragraph (iii) above, within one (1) Business Day following the expiry of the time period set out in sub-paragraph (ii) above, you will notify the sending party by e-mail to the e-mail addresses identified in respect of the Authorised Representatives of the sending party, that you were unable to confirm delivery of the relevant e-mail to the receiving party; whereupon you will have no further responsibilities with respect to confirming the delivery of the relevant e-mail;
- (c) amendments to Annex 11 (*Authorised Representatives and Call-back Contacts*) to this notice shall only be sent in original form delivered either in person or by post to your address set out in sub-paragraph (d) below;
- (d) save only as may otherwise be expressly provided herein, all communications required pursuant to this notice shall be in writing, in English and may (subject to sub-paragraph (a) and (b) above) be given or made in person, by post or via e-mail communication addressed to the respective persons as follows:

- (i) To the Chargor:

Goldman Sachs International

Peterborough Court,
133 Fleet Street,
London EC4A 2BB

Attention: Authorised Representatives of the Chargor as set out in Annex 11 (*Authorised Representatives and Call-Back Contracts*)

E-mail: Authorised Representatives of the Chargor as set out in Annex 11 (*Authorised Representatives and Call-Back Contracts*) (to which account statements may be sent),

or such other details as the Chargor may notify you by not less than five (5) Business Days' notice;

- (ii) To the Chargee:

OOO "Irkutsk Oil Company"

664007 Russian Federation,
Irkutsk,
4 Bolshoy Liteyniy prospect

Attention: Authorised Representatives of the Chargee as set out in Annex 11 (*Authorised Representatives and Call-Back Contracts*)

E-mail: Authorised Representatives of the Chargee as set out in Annex 11 (*Authorised Representatives and Call-Back Contracts*) (to which account statements may be sent)

or such other details as the Chargee may notify you and the Chargor by not less than five (5) Business Days' notice; and

- (iii) To you:

Citigroup Centre

Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Attention: Specialised Agency Group

E-mail (**for instructions**): AT.INSTRUCTIONS@CITL.COM

E-mail (**for general correspondence**) :
GSS.SPAGACCOUNTBANK@CITL.COM

or such other details as you may notify to the Parties by not less than five (5) Business Days' notice;

- (e) unless specified otherwise in this notice, any communication in connection with this notice will be deemed to be given as follows:
- (i) if delivered in person, or via international courier, at the time of delivery;
 - (ii) if posted, five (5) Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by e-mail or any other electronic communication, when received in legible form;
- (f) a communication received on a non-Business Day or after close of business on a Business Day in the place of receipt will only be deemed to be given on the next Business Day in that place; and

(g) notwithstanding the provisions of sub-paragraph (f) above, communication to you will only be effective on actual receipt by you.

16. This notice may be executed in any number of counterparts, by the Chargor and the Chargee on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

17. Save as expressly provided in paragraph 13 above, no person may enforce the terms of this notice under the Contracts (Rights of Third Parties) Act 1999. Further, notwithstanding any term of this notice, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the terms of this notice, and any such variation, waiver or termination may be made without regard for the interests of any third party.

18. This notice and any non-contractual obligations arising out of or in connection with this notice are governed by and shall be construed in accordance with English law.

19. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this notice including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this notice; and (ii) any non-contractual obligations arising out of or in connection with this notice. For such purposes each Party and you irrevocably submit to the jurisdiction of the English courts and waive any objection to the exercise of such jurisdiction.

20. Not later than one (1) month after the date of this notice, the Chargee shall appoint Law Debenture at the Law Debenture Corporation p.l.c., Fifth Floor, 100 Wood Street, London EC2V 7EX, for service of process in any proceedings in the courts of England and provide evidence to each of GSI and you that Law Debenture has accepted its appointment as the process agent under this notice.

21. Nothing in this notice shall affect the rights of the Chargor and you to serve process in any other manner permitted by law.

Yours faithfully,

.....
for and on behalf of
Goldman Sachs International as Chargor

.....
for and on behalf of
OOO "Irkutsk Oil Company" as Chargee

Annex 1
FORM OF FX PAYMENT INSTRUCTION

The payment contemplated by this Payment Instruction represents a payment in connection with a FX Conversion Event (as defined in paragraph 4 of the Notice of Charge).

For the attention of Specialised Agency Group

E-mail: AT.INSTRUCTIONS@CITI.COM

[DATE]

Account Bank Agreement / Notice of Charge

We refer to the agreement dated [●] between Goldman Sachs International and Citibank, N.A., London Branch as Account Bank (the **Account Bank Agreement**) and the notice of charge sent by Goldman Sachs International and OOO “Irkutsk Oil Company” in connection with the Account Bank Agreement (the **Notice of Charge**). Words and expressions used in this Payment Instruction shall have the same meanings as in the Notice of Charge.

This Payment Instruction is being provided to you in accordance with paragraph 4 of the Notice of Charge. The payment contemplated by this Payment Instruction represents a payment in connection with a FX Conversion Event. You are instructed to make the following payment to the GSI RUB Designated Account:

Debit Account	RUB Account
Amount	XXX,XXX,XXX,XXX.XX
Currency Code	RUB
Payment Date	DD/MM/YYYY

N.B. This Payment Instruction to be received by the Account Bank by no later than 10 a.m. (London time) on the day falling two (2) Business Days prior to the date on which any payment is to be made.

This Payment Instruction and any non-contractual obligation arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Goldman Sachs International

By:

(Authorised Representative)

Annex 2
FORM OF ENFORCEMENT NOTICE

Attention: **Charged Accounts Team: Specialised Agency Group**

To: Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.ssmf.com

Copy to: **Goldman Sachs International**
Peterborough Court,
133 Fleet Street,
London EC4A 2BB

Date: []

Subject: **GSI – IOC Account Bank Agreement – Enforcement Notice and
Enforcement Documents**

We refer to the account bank agreement entered into between Goldman Sachs International as client and you as account bank on [date], the bank account security deed entered into between Goldman Sachs International and OOO “Irkutsk Oil Company” on [date] and to a notice of charge in connection therewith dated [date] (the **Account Notice**). Terms defined in the Account Notice shall have the same meaning in this Enforcement Notice. We hereby enforce our rights in connection therewith in respect of the Accounts.

Upon receipt of this Enforcement Notice as contemplated in paragraph [2(b)] of the Account Notice and otherwise subject to and in accordance with the terms of the Account Notice, you are:

1. to hold all monies standing to the credit of the Accounts to our order; and
2. subject to compliance with the Enforcement Objection Period and the Enforcement Injunction Period, as set out paragraph 3 of the Account Notice, pay or release, as soon as is reasonably practicable, [any sum / or / *specify exact amount(s)*] [in RUB / USD] standing to the credit of the [Accounts / RUB Account / USD Account] to the Chargee by arranging for such amounts to be credited to [the IOC RUB Designated Account / the IOC USD Designated Account].

We hereby confirm that the undersigned has our absolute authority to give this Enforcement Notice and that we are fully entitled to give the same to you.

This Enforcement Notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

.....
(Authorised Representative)

OOO “Irkutsk Oil Company”

Annex 3
FORM OF CALCULATION AGENT NOTICE

From: **Goldman Sachs International**
Peterborough Court,
133 Fleet Street,
London EC4A 2BB

To: **OOO “Irkutsk Oil Company”**
664007 Russian Federation,
Irkutsk,
4 Bolshoy Liteyniy prospect

[Date]

Dear Sirs,

We refer to Clause 2.3(c) of the share purchase agreement for the purchase of 1,125 of the ordinary shares in the charter capital of JSC “INK-Capital” between OOO “Irkutsk Oil Company” and Goldman Sachs International originally dated 12 August 2013, as amended and restated on 18 September 2018 (the *Share Purchase Agreement*).

Terms and expressions defined in Schedule 1 (*Definitions and Interpretation*) of the Share Purchase Agreement shall have the same meaning in this letter.

We hereby notify you that:

(1) the Settlement Amount[, Other Amounts] and Collateral Amount are as follows:

Settlement Amount	[●] USD
[Other Amounts]	[●] USD
Collateral Amount	[●] USD
[Transactions Costs]	[●] USD

(2) the Settlement Date is scheduled at [●].

(3) Applicable Grace Periods: [●].

(4) Account details of GSI: [●].

Yours faithfully,

[name], [title]

on behalf of **Goldman Sachs International**

acting as the Calculation Agent under the Share Purchase Agreement

Annex 4
FORM OF GROSS PAYMENT NOTICE

OOO “Irkutsk Oil Company”
664007 Russian Federation,
Irkutsk,
4 Bolshoy Liteyniy prospect

To: **Goldman Sachs International**
Peterborough Court,
133 Fleet Street,
London EC4A 2BB

[Date]

Dear Sirs,

We refer to Clause 2.3(c) of the share purchase agreement for the purchase of 1,125 of the ordinary shares in the charter capital of JSC “INK-Capital” between OOO “Irkutsk Oil Company” and Goldman Sachs International originally dated 12 August 2013, as amended and restated on 18 September 2018 (the *Share Purchase Agreement*).

Terms and expressions defined in Schedule 1 (*Definitions and Interpretation*) of the Share Purchase Agreement shall have the same meaning in this letter.

We hereby notify you that on the Settlement Date we elect to pay the Settlement Amount and Other Amounts in full (as notified by the Calculation Agent).

Yours faithfully,

[name]

[title]

on behalf of **OOO “Irkutsk Oil Company”**

Annex 5
FORM OF JOINT RELEASE NOTICE

From: **Goldman Sachs International**
Peterborough Court,
133 Fleet Street,
London EC4A 2BB

OOO “Irkutsk Oil Company”
664007 Russian Federation,
Irkutsk,
4 Bolshoy Liteyniy prospect

To: Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.smb.com

Subject: **GSI-IOC Account Bank Agreement – Joint Release Notice**

Attention: **Charged Accounts Team: Specialised Agency Group**

Date: []

Dear Sirs,

Bank account security deed dated [●] between Goldman Sachs International (the *Chargor*) and OOO “Irkutsk Oil Company” (the *Chargee*) (the *Bank Account Security Deed*) – Joint Release Notice

We refer to a notice dated [*date*] (the *Account Notice*) of a charge over the rights, title and interest of the *Chargor* in respect of any amounts in the *Accounts* (as defined in the *Account Notice*). Unless stated otherwise in this Joint Release Notice, terms defined in the *Account Notice* shall have the same meaning in this notice.

1. We hereby jointly instruct you:

- a. to hold all monies standing to the credit of the *Accounts* to the order of the [*Chargor* /*Chargee*];
- b. to pay or release [any sum / or / *specify exact amount(s)*] [in RUB / USD] standing to the credit of the [*Accounts* / RUB Account / USD Account] to

[[the *Chargor* [in accordance with written instructions from the *Chargor* under the *Account Bank Agreement*] / [to the GSI RUB Designated Account / the GSI USD Designated Account] OR

[the Chargee [the IOC RUB Designated Account / the IOC USD Designated Account]

for value [*add value date*]],

2. [Upon receipt of this Joint Release Notice you are informed that in accordance with the terms of the Bank Account Security Deed, the security interests constituted by it have terminated].

[The security interests constituted by the Bank Account Security Deed and this notice shall terminate and be of no further force and effect upon you having complied with the payment instructions pursuant to paragraph 1(b) above.]

This notice may be executed in any number of counterparts by the Parties on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

We hereby confirm that the undersigned have our absolute authority to give this Joint Release Notice and that we are fully entitled to give the same to you.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by any shall be construed in accordance with English law.

Yours faithfully,

[*name*]

[*name*]

[*title*]

[*title*]

on behalf of **Goldman Sachs International**

on behalf of **OOO “Irkutsk Oil Company”**

Annex 6
FORM OF TERMINATION NOTICE

Attention: **Charged Accounts Team: Specialised Agency Group**

To: Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom]

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.smb.com

Subject: **GSI-IOC Account Bank Agreement – Termination Notice**

Copy to: OOO “Irkutsk Oil Company” as the Chargee
664007 Russian Federation, Irkutsk, 4 Bolshoy Liteyniy prospect

Attention: []

Date: []

Dear Sirs,

Bank account security deed dated [●] between Goldman Sachs International (the *Chargor*) and OOO “Irkutsk Oil Company” (the *Chargee*) (the *Bank Account Security Deed*) – Termination Notice

We refer to a notice dated [date] (the *Account Notice*) of a charge over the rights, title and interest of the *Chargor* in respect of any amounts in the Accounts (as defined in the *Account Notice*). Unless stated otherwise in this Termination Notice, terms defined in the *Account Notice* shall have the same meaning in this notice.

Upon receipt of this Termination Notice you are:

1. informed that in accordance with the terms of the Bank Account Security Deed, the security interests constituted by it have terminated due to:

[the *Chargor* having been released from its obligation to pay the Collateral Amount in accordance with the terms of the relevant share purchase agreement entered into between the *Chargor* and the *Chargee*] [or]

[the *Chargor* having fully discharged its obligation to pay the Collateral Amount] [or]

[the *Chargee* having elected or, in accordance with the terms of the relevant share purchase agreement entered into between the *Chargor* and the *Chargee*, is deemed to have elected, for the settlement to be made on a net basis and for no Collateral Amount to be payable by the *Chargor*]; and

2. at any time hereafter to hold all monies standing to the credit of the Accounts to our order, subject to and in accordance with the terms of the Account Bank Agreement.

We hereby confirm that the undersigned has our absolute authority to give this Termination Notice and that we are fully entitled to give the same to you.

This Termination Notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

.....

(Authorised Representative)

Goldman Sachs International

Annex 7
FORM OF TERMINATION OBJECTION NOTICE

Attention: **Charged Accounts Team: Specialised Agency Group**

To: [Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom]

Copy to: **Goldman Sachs International**
Peterborough Court,
133 Fleet Street,
London EC4A 2BB

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.smb.com

Date: []

Subject: GSI-IOC Account Bank Agreement – Objection to Termination Notice

We refer to the account bank agreement entered into between Goldman Sachs International as client and you as account bank on [date], the bank account security deed entered into between Goldman Sachs International and OOO “Irkutsk Oil Company” on [date] and to a notice of charge in connection therewith dated [date] (the **Account Notice**). Terms defined in the Account Notice shall have the same meaning in this notice.

We refer you to the Termination Notice received by you from the Chargor on [date]. This is a Termination Objection Notice pursuant to paragraph 2(e) of the Account Notice.

We hereby confirm that the undersigned has our absolute authority to give this Termination Objection Notice and that we are fully entitled to give the same to you.

This Termination Objection Notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

.....
(Authorised Representative)
OOO “Irkutsk Oil Company”

Annex 8
FORM OF ENFORCEMENT OBJECTION NOTICE

Attention: **Charged Accounts Team: Specialised Agency Group**

To: Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom]

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.ssmf.com

Subject: GSI-IOC Account Bank Agreement – Objection to Enforcement Notice

Copy to: OOO “Irkutsk Oil Company” as the Chargee
664007 Russian Federation, Irkutsk, 4 Bolshoy Liteyniy prospect

Attention: []

Date: []

Dear Sirs,

Subject: GSI-IOC Account Bank Agreement – Objection to Enforcement Notice

We refer to a notice dated *[date]* (the *Account Notice*) of a charge over the rights, title and interest of the Chargor in respect of any amounts in the Accounts (as defined in the Account Notice). Unless stated otherwise in this notice, terms defined in the Account Notice shall have the same meaning in this notice.

We refer you to the Enforcement Notice received by you from the Chargee on *[date]*. This is an Enforcement Objection Notice pursuant to paragraph 3(a) of the Account Notice.

We hereby confirm that the undersigned has our absolute authority to give this Enforcement Objection Notice and that we are fully entitled to give the same to you.

This Enforcement Objection Notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

.....
(Authorised Representative)
Goldman Sachs International

Annex 9
FORM OF INJUNCTION NOTICE

Attention: **Charged Accounts Team: Specialised Agency Group**

To: Citibank, N.A. London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom]

By E-mail: at.instructions@citi.com;
issuerservices.specialisedagency@imceu.eu.ssmf.com

Subject: **GSI-IOC Account Bank Agreement – Injunction Notice**

Copy to: [OOO ‘Irkutsk Oil Company’ as the Chargee
664007 Russian Federation, Irkutsk, 4 Bolshoy Liteyniy prospect]
[Goldman Sachs International
Peterborough Court,
133 Fleet Street,
London EC4A 2BB]

Attention: []

Date: []

Dear Sirs,

Subject: GSI-IOC Account Bank Agreement – Injunction Notice

We refer to a notice dated [date] (the **Account Notice**) of a charge over the rights, title and interest of the Chargor in respect of any amounts in the Accounts (as defined in the Account Notice). Unless stated otherwise in this notice, terms defined in the Account Notice shall have the same meaning in this notice.

We refer you to the [Enforcement Notice received by you from the Chargee][Termination Notice received by from the Chargor] on [date]. This is an Injunction Notice pursuant to paragraph [3(b)][2(e)(ii)] of the Account Notice.

Please find attached to this Injunction Notice the following [*describe the attached injunction document evidencing that an English or Russian state court or any relevant arbitral tribunal has granted interim relief measures preventing the release and/or payment of any sums from any or all of the Accounts*].

We hereby confirm that the undersigned has our absolute authority to give this Injunction Notice and that we are fully entitled to give the same to you.

This Injunction Notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

.....
(Authorised Representative)
[Goldman Sachs International]
[OOO “Irkutsk Oil Company”]

Annex 10
FORM OF CHARGOR PAYMENT INSTRUCTION

The payment contemplated by this Chargor Payment Instruction represents any payment in connection with paragraph 6(b) or 6(c) of the Notice of Charge.

For the attention of Specialised Agency Group

E-mail: AT.INSTRUCTIONS@CITL.COM

[DATE]

Account Bank Agreement / Notice of Charge

We refer to the agreement dated [●] between Goldman Sachs International and Citibank, N.A., London Branch as Account Bank (the **Account Bank Agreement**) and the notice of charge sent by Goldman Sachs International and OOO “Irkutsk Oil Company” in connection with the Account Bank Agreement (the **Notice of Charge**). Words and expressions used in this Chargor Payment Instruction shall have the same meanings as in the Notice of Charge.

This Chargor Payment Instruction is being provided to you in accordance with paragraph [6(b)]/[6(c)] of the Notice of Charge. You are instructed to make the following payment to the [IOC RUB Designated Account]/[IOC USD Designated Account]:

Debit Account	[RUB Account][USD Account]
Amount	XXX,XXX,XXX,XXX.XX
Currency Code	[RUB / USD]
Payment Date	DD/MM/YYYY












N.B. This Chargor Payment Instruction to be received by the Account Bank by no later than 10 a.m. (London time) on the day falling two (2) Business Days prior to the date on which any payment is to be made.

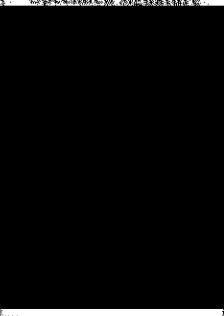

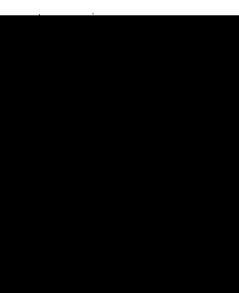



This Chargor Payment Instruction and any non-contractual obligation arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Goldman Sachs International

By:
(Authorised Representative)

Annex 11
AUTHORISED REPRESENTATIVES AND CALL-BACK CONTACTS

CHARGOR				
Name	Position	Specimen signature	Telephone number	E-mail
1. Vijay Borkar	Managing Director		+ 	
2. Thomas Plank	Managing Director		+ 	
3. Hans Zijlmans	Executive Director		+ 	
4. Structured Finance Group	N/A	N/A	N/A	
5. Equities London EDMO	N/A	N/A	N/A	
6. Equities OTC Operations	N/A	N/A	N/A	
7. FICC EM Structuring Strats / EM Exotics Trading	N/A	N/A	N/A	

CHARGE (Irkutsk Oil Company)				
Name	Position	Specimen signature	Telephone number	E-mail
1. Mrs. Marina V. Sedykh	CEO			
2. Mr. Nikolay M. Buynov	President			
3. Mr. Yuriy L. Rubin	CFA Deputy CEO, Project Finance & Investments			
4. Ms. Evgenia A. Kuryleva	Head of the Corporate Governance Department			

Annex 12
ACKNOWLEDGMENT OF THE ACCOUNT NOTICE

[Acknowledgment of the Account Bank on its letterhead]

To: OOO “Irkutsk Oil Company” as the Chargee

 [664007 Russian Federation, Irkutsk, 4 Bolshoy Liteyniy prospect]

Attention: []

Copy to: Goldman Sachs International as the Chargor

 [Peterborough Court, 133 Fleet Street, London EC4A 2BB]

Attention: []

Date: []

We acknowledge receipt of a notice dated *[date]* (the ***Account Notice***) of a charge over the rights, title and interest of the Chargor in respect of any amounts in the Accounts (as defined in the Account Notice). Terms defined in the Account Notice shall have the same meaning in this acknowledgement.

We acknowledge and confirm that:

1. we accept the instructions contained in the Account Notice and agree to comply with its terms, subject as provided therein; and
2. we have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Accounts.

This acknowledgement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully,

.....
(Authorised Representative)
Citibank, N.A. London branch

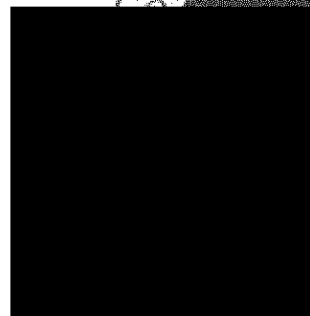
SIGNATORIES TO THE BANK ACCOUNT SECURITY DEED

THE CHARGOR

EXECUTED and DELIVERED as a **DEED**
by **GOLDMAN SACHS INTERNATIONAL**
acting by ZAD KHALDI,
a Managing Director

and acting by THOMAS PLANK,
a Managing Director

)
)
)
)
)
)
)



THE CHARGE

EXECUTED and DELIVERED as a **DEED**
on behalf of **IRKUTSK OIL COMPANY**
a company incorporated in the Russian Federation
by _____,
representative under power of attorney

)
)
)
)
)

in the presence of: *(print name of witness, his/her address and occupation)*

.....

SIGNATORIES TO THE BANK ACCOUNT SECURITY DEED

THE CHARGOR

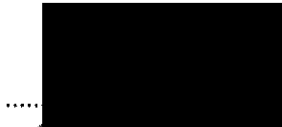
EXECUTED and **DELIVERED** as a **DEED**)
by **GOLDMAN SACHS INTERNATIONAL**)
acting by _____,)
a Managing Director)
)
and acting by _____,)
a Managing Director)

THE CHARGEЕ

EXECUTED and **DELIVERED** as a **DEED**)
on behalf of **IRKUTSK OIL COMPANY**)
a company incorporated in the Russian Federation)
by Buynov N.)
representative under power of attorney)



in the presence of: *(print name of witness, his/her address and occupation)*



.....
Buynov N.

