

MR01

Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form.  
The instrument must be scanned and placed on the public record. Do not send the original.



LD6 \*L3E89FQJ\* 14/08/2014 #38  
COMPANIES HOUSE

**1 Company details**

Company number 0 4 2 4 9 7 4 8

Company name in full KASPERSKY LABS LIMITED

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 3 0 0 7 2 0 1 4

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ZAO RAIFFEISENBANK, bld 1, 17, Troitskaya Street, 129090,  
Moscow, as Security Agent for the Secured Parties

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

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## Signature

Please sign the form here

Signature

Signature

X *Clifford Chue CIS* X

This form must be signed by a person with an interest in the charge

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DAVID HILL**

Company name **CLIFFORD CHANCE LLP**

(via CH London Counter)

Address **10 UPPER BANK STREET**

Post town **LONDON**

County/Region

Postcode **E 1 4 5 J J**

Country **UNITED KINGDOM**

DX **149120 CANARY WHARF 3**

Telephone **020 7006 1000**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4249748

Charge code: 0424 9748 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2014 and created by KASPERSKY LABS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2014.

Given at Companies House, Cardiff on 21st August 2014



**Companies House**



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

**GEORGE Y. YIANGOU LLC**  
*Execution Copy*

**PLEDGE AND CHARGE OVER SHARES  
IN EFFUSIVE HOLDING LIMITED**

dated 30 July 2014

between

**KASPERSKY LABS LIMITED**

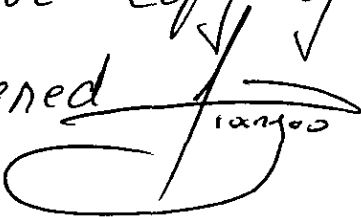
as Pledgor

and

**ZAO RAIFFEISENBANK**

as Pledgee

*We hereby certify this to be a  
true copy of the original*

*Signed* 

*Date: 04.08.2014*

**GEORGE Y. YIANGOU LLC**  
**12-14 Kennedy Ave., 2nd Floor, 1087.**  
**P.O. Box 24293, 1703 NICOSIA**  
**CYPRUS**

THIS AGREEMENT OF PLEDGE AND CHARGE OVER SHARES (the "Agreement") is made the 30<sup>th</sup> of July 2014,

**BETWEEN**

1. **KASPERSKY LABS LIMITED**, a company established under the laws of England and Wales with its registered address at New Bridge Street House, 30-34 New Bridge Street, London, England and with registered number 04249748 (the "**Pledgor**"), and
2. **ZAO RAIFFEISENBANK**, a bank registered under the laws of the Russian Federation (main state registration number 1027739326449) with its legal address at building 1, 17, Troitskaya street, 129090, Moscow, Russian Federation, on its own right and as Security Agent for the Secured Parties on the terms and conditions set out in this Agreement and in the Facility Agreement (the "**Pledgee**")

**WHEREAS:**

- A **EFFUSIVE HOLDING LIMITED** is a limited liability company registered in the Republic of Cyprus with its registered address at 5 Themistokli Dervi Street, Elenion Building, 2nd Floor, P C 1066 Nicosia, Cyprus, under registration number HE 203340 (the "**Company**")
- B Further to a Facility Agreement (as defined below) the Original Lenders have agreed to make available to the Pledgor a term loan facility (the "**Facility**") in a maximum aggregate amount of USD 250,000,000
- C The Pledgor's entering into this Agreement with the Pledgee is a condition pursuant to the Facility Agreement

**NOW IT IS HEREBY AGREED** as follows

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires

"**Charged Property**" means

- (a) the Initial Shares and the Share Certificate,
- (b) any Further Shares and the share certificate(s) representing the same,
- (c) all dividends, interest or other distributions and returns paid or payable or made on or in receipt of the Initial Shares and/or the Further Shares, and

- (d) all stocks, shares, warrants, allotments, money or property accruing or offered by way of redemption, bonus, preference, option or otherwise and all other rights, interests, benefits, advantages or consensual rights offered or arising in respect of the Initial Shares and/or the Further Shares and including any moneys for the time being forming part of the net proceeds of sale of any of the Charged Property pursuant to clause 6 hereof and any investments for the time being representing the same

**“Event of Default”** means any event or circumstance specified as such in the Facility Agreement

**“Expenses”** means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Pledgee at any time in connection with the Charged Property or the Secured Obligations or in taking, holding or perfecting this Agreement or in protecting, preserving, defending or enforcing the security constituted by this Agreement and/or in exercising any rights, powers or remedies provided by or pursuant to this Agreement (including any right or power to make payments on behalf of the Pledgor (under the terms of this Agreement) or by law in each case on a full indemnity basis

**“Facility Agreement”** means an up to USD 250,000,000 facility agreement for Kaspersky Labs Limited dated 28 January 2013, as amended and restated on 11 April 2014, between, amongst others, the Pledgor (as Borrower), the Company as guarantor, HSBC Bank plc, OOO HSBC Bank (RR) Ltd ING Bank N V , Raiffeisen Bank International AG, ZAO Raiffeisenbank, and Sberbank of Russia as arrangers, ING Bank N V as facility agent and the Pledgee as security agent

**“Further Shares”** means any further shares in the Company at any time issued to the Pledgor and/or any beneficial interest of the Pledgor in any further shares in the Company at any time issued to the Pledgor’s nominees or to any other person on its behalf, whether in addition to or in exchange or substitution for or replacement of any of the Initial Shares or otherwise

**“Initial Shares”** means the 5,000 issued and fully paid ordinary shares, of nominal value Euro 1 00 each, held by the Pledgor in the share capital of the Company

**“Secured Obligations”** means all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents (including this Agreement), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), including, without limitation, the obligations owed to the Security Agent pursuant to Clause 27.2 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Facility Agreement, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the security created by or pursuant to this Agreement in respect thereof, to be unlawful or prohibited by any applicable law, together with all the Expenses and all interest under Clause 2.2 of this Agreement

**“Security Period”** means the period beginning on the date of this Agreement and ending on the date on which all of the Secured Obligations have been unconditionally and irrevocably discharged in full

**“Share Certificates”** means the share certificates issued by the Company in the name of the Pledgor in respect of the Initial Shares and any substitute share certificates

1 2 In this Agreement, unless the context otherwise requires or unless otherwise expressly provided, references to

- (a) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, and trusts, in each case whether or not having a separate legal personality,
- (b) documents, instruments and agreements, including, without limitation, this Agreement, the Facility Agreement and/or any Finance Document and any other document referred to in this Agreement, are references to such documents, instruments and agreements as modified, supplemented, restated or novated from time to time,
- (c) an authorisation includes references to an authorisation, consent, approval, resolution, license, exemption, filing and/or registration,
- (d) a party to this Agreement include references to its successors, transferees and assignees,
- (e) clauses and schedules are references to clauses of, and schedules to, this Agreement, and references to this Agreement include its schedules,
- (f) paragraphs, unless otherwise expressly provided, are references to paragraphs of the schedule in which the references appear,
- (g) statutory provisions are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- (h) “a company” include references to any company, corporation or other body corporate, wherever and however incorporated or established,
- (i) “a regulation” include references to any regulation, rule, official directive, request or guideline, whether or not having the force of law, of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation, and which is valid and enforceable in Cyprus,



- (j) "the Secured Obligations" shall be references to all the Secured Obligations and to each and every part of the Secured Obligations and references to any other defined term or noun in the plural number or the collective plural shall be interpreted mutatis mutandis in the same manner,
- (k) the word "include", "includes" or "including" shall be deemed to be followed by the words "without limitation", and
- (l) terms used in this Agreement or in any notice given under or in connection with this Agreement but not otherwise defined herein shall have the respective meanings set forth in the Facility Agreement

1.3 In this Agreement

- (a) clause headings are included for convenience only and do not affect the construction of this Agreement,
- (b) words denoting the singular include the plural and vice versa, and
- (c) words denoting one gender include each gender and all genders

**2. COVENANT TO PAY**

- 2.1 In consideration of the Original Lenders agreeing to make the Facility available to the Pledgor, the Pledgor covenants with the Pledgee that it shall pay perform and discharge the Secured Obligations as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand
- 2.2 The Pledgor covenants with the Pledgee to pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment) at the rate and in the manner specified in the Finance Documents, provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment

**3. PLEDGE/CHARGE/ASSIGNMENT**

As a continuing security for the due and punctual discharge in full of the Secured Obligations and the obligations of the Pledgor under this Agreement, the Pledgor hereby

- (a) pledges and charges, as first priority security, and agrees to pledge and charge to the Pledgee the Share Certificates and all its right, title, interest and benefit, present and future, to and in the Charged Property, and

- (b) assigns and agrees to assign to the Pledgee all its right, title, interest and benefit, present and future, actual or contingent, related to, or accruing in respect of, the Charged Property including, without limitation to the generality of the foregoing, all voting and other powers relating or pertaining to the Charged Property

#### **4. REPRESENTATIONS AND WARRANTIES**

The Pledgor hereby represents and warrants to the Pledgee that

- (a) it is the registered and beneficial owner of the Charged Property in existence as at the date hereof and has a good title, free and clear of any pledge, lien, encumbrance, equity or claim save as hereby created,
- (b) it is fully aware of all the terms and conditions of all the Finance Documents,
- (c) the authorised and issued share capital of the Company is Euro 5,000 divided into 5,000 shares of Euro 1 00 nominal value each, and the Initial Shares constitute 100% of the issued share capital of the Company,
- (d) the Initial Shares are validly issued and fully paid and the Pledgor has no outstanding liabilities or obligations in respect of the Initial Shares that may prevent the exercise of the Pledgee's rights under this Agreement,
- (e) its title to the Initial Shares is not the subject of any dispute and, to the Pledgor's knowledge, there is no threat of such dispute in future, and the Initial Shares have not been forfeited,
- (f) it has not taken and will not take any security from any of the other Obligors in respect of its liability hereunder or in respect of any other liability of the other Obligors to the Pledgor, and
- (g) subject only to the provisions of Section 138(2) of the Contract Law, CAP 149, the payment of any applicable stamp duty in Cyprus and the registration of this Agreement at Companies House in accordance with clause 5 5, this Agreement creates in favour of the Pledgee, a valid and duly perfected first priority security interest in the Charged Property

- 4 2 The representations set out in Clause 4 1 are made by the Pledgor on the date of this Agreement and shall thereafter be deemed to be repeated by the Pledgor by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period

## 5. COVENANTS

- 5.1 The Pledgor hereby covenants with the Pledgee to procure that as from the signing of this Agreement and until all the Secured Obligations have been discharged in full there shall be deposited with the Pledgee who shall retain possession by way of security
- (a) the Share Certificates together with an executed and undated instrument of transfer of shares in respect of the Initial Shares made out in blank substantially in the form annexed hereto marked **Schedule A** and any share certificate and instrument of transfer as aforesaid in relation to any Further Shares, immediately upon issue,
  - (b) executed undated resignation letters of the directors and officers of the Company from time to time substantially in the form annexed hereto marked **Schedule B**,
  - (c) an irrevocable proxy from the Pledgor in respect of all Initial Shares in the form annexed hereto marked **Schedule C**, and an Irrevocable Proxy in respect of any Further Shares, immediately upon issue,
  - (d) letters of undertaking and authority substantially in the form annexed hereto marked **Schedule D**, signed by all directors, officers and executives (if any) of the Company from time to time, and
  - (e) a certified copy of a resolution of the board of directors of the Company approving the pledge of the Charged Property under this Agreement and the transfer of shares, in the form set out in **Schedule E**, and a certified copy of such resolution in respect of any Further Shares, immediately upon issue
- 5.2 The Pledgor hereby further covenants and undertakes with the Pledgee that (in its capacity as registered and/or beneficial shareholder of the Company, or in any other capacity)
- (a) the Pledgor will exercise its powers, rights and discretions (including the right to exercise all voting rights attaching to the Charged Property) so that the security of the Pledgee and all rights and powers of the Pledgee under this Agreement shall be fully and effectively preserved and in a manner which will not have a material adverse effect on the value of the Charged Property or otherwise prejudice the interests of the Pledgee under this Agreement and/ or any Finance Document, and
  - (b) the Pledgor will not enter into, condone or authorise any transaction or act or obligation in contravention of the undertakings or obligations to the Pledgee contained in this Agreement

- 5 3 During the Security Period the Pledgor shall not, without the prior written consent of the Pledgee, vote in favour of any resolution for, or otherwise consent to, any increase, reduction or any variation of the capital (authorised or issued) of the Company, or for the issue of any shares in the capital of the Company, or for the variation of any of the rights attaching to the Charged Property, and shall procure that the Company shall not, without the prior written consent of the Pledgee, make any issue of any additional shares in the capital of the Company
- 5 4 The Pledgor hereby further covenants with the Pledgee that during the Security Period
- (a) save as herein provided, not without the prior written consent of the Pledgee to sell, assign, transfer, charge, pledge or encumber in any manner any part of the Charged Property or agree for any of the aforesaid to exist on the Charged Property,
  - (b) not without the prior written consent of the Pledgee, to vote in favour of any resolution amending the articles of association of the Company,
  - (c) that there shall be no change in the composition of the board of directors of the Company and no change of the secretary of the Company without the prior written consent of the Pledgee, such consent not to be unreasonably withheld or delayed, in case the Pledgee provides such written consent, the Pledgor will procure that any director or secretary appointed, on his/her appointment, will deliver to the Pledgee a certified copy of a resolution of the board of directors of the Company approving any transfer of shares under this Agreement (signed by all the directors of the Company after such change), an undated signed letter of resignation and a signed letter of authority and undertaking in the form of the documents agreed between the Parties hereto,
  - (d) not without the prior written consent of the Pledgee to take from the other Obligors any undertaking or security in respect of any liability of the other Obligors to the Pledgor and the Pledgor shall not prove or have the right of proof in competition with the Pledgee, for any money whatsoever owing from the other Obligors to the Pledgor, in any insolvency or liquidation or analogous proceedings under any applicable law, of the other Obligors,
  - (e) promptly upon receipt from the Pledgee of a notice of the pledge in the form of **Schedule F**, together with a certified copy of this Agreement, to ensure that a certificate be issued and delivered to the Pledgee in the form of **Schedule G** by the Company pursuant to section 138 of the Contract Law, Cap 149, to the effect that a memorandum of the pledge relating to the Initial Shares has been entered in the register of members of the Company in respect of the Initial Shares, together with a copy of the register of members certified as a true and up to date copy thereof by the secretary of the Company showing the said entry,

- (f) in case the Pledgor acquires, in any way, additional shares in the Company, it will enter into a pledge and charge agreement in relation to such shares on terms identical or substantially identical to the present Agreement and will provide the Pledgee with the corresponding documents in 5 1(a), 5 1(c), 5 1(d), 5 1(e) and 5 4(e) above, and
- (g) to defend the right, title and interest of the Pledgee in and to the Charged Property against all claims, demands, interpleader or otherwise of any third person or parties and generally to protect the interests of the Pledgee and pay all relevant legal fees and expenses without charge against the Pledgee

5 5 The Pledgor hereby further covenants with the Pledgee to register with Companies House a duly completed MR01 form, accompanied by a certified copy of this Agreement and the requisite fee for registration, within 21 days of the day following the date of this Agreement

## **6. ENFORCEMENT OF SECURITY**

6 1 Upon occurrence of an Event of Default which is continuing, the Pledgee shall be entitled at any time to enforce (in its sole discretion) the security constituted by this Agreement

6 2 Upon the security constituted by this Agreement becoming enforceable in accordance with clause 6 1, all powers conferred by this Agreement or any applicable law shall be immediately exercisable and at any time thereafter and without prejudice to the generality of the foregoing the Pledgee (and without any obligation to give any notice to the Pledgor, unless a notice is required by applicable law) may

- (a) sell, transfer or otherwise dispose of the Charged Property for such consideration (including deferred consideration), upon such other terms, at such place and in such manner (whether by public sale or private treaty or through a stockbroker or a securities corporation or otherwise) as the Pledgee may deem fit, and without prejudice to the generality of the foregoing, may execute any instruments of transfer in favour of the Pledgee or its nominee or nominees or any purchaser of the relevant shares and deliver to such purchaser the Charged Property and procure the registration of any such transfer,
- (b) solely and exclusively exercise all or any of the voting and other rights and/or consensual powers pertaining or attaching to all or any part of the Charged Property in such manner as the Pledgee may, in its absolute discretion, think fit,
- (c) receive, collect, recover, sue for and if necessary use the name of the Pledgor for the recovery of and retain all dividends, interest or other moneys, distributions of profits, bonus shares or assets, due or receivable or payable on or accruing on or in respect of the Charged Property,

(d) proceed to protect and enforce its rights by civil action or by other appropriate proceedings either for the sale of the Charged Property in satisfaction of the moneys secured hereby or in aid of the exercise of any contractual power contained herein or to enforce any other right, power or remedy at law or in equity, and

(e) put into effect all or any of the documents referred to in clause 5 1 herein

6 3 In the event of the Pledgee exercising all or any of its rights and powers in accordance with the terms of this Agreement, the Pledgor will procure that the Company shall register as owner or owners of the Initial Shares and/or the Further Shares any and all persons entitled to own the same pursuant to the exercise by the Pledgee of its said rights

6 4 Without limitation to the generality of the foregoing, in the event of the Pledgee exercising all or any of its rights and powers set out in clause 6 2 of this Agreement, the Pledgee shall be entitled but not obliged, in its sole discretion, to use and put into effect all or any of the documents deposited with the Pledgee pursuant to clause 5 1 herein and to register as owners of the Initial Shares and/or the Further Shares the Pledgee and/or any nominees of the Pledgee and/or any purchasers of the Initial Shares and/or the Further Shares, in case the Initial Shares and/or the Further Shares (or any of them) were sold to one or more third parties

6 5 Upon any sale of the Charged Property or part thereof the purchaser shall not be bound to enquire whether the power of sale has arisen in the manner herein provided and shall be deemed to be within the power of the Pledgee and receipt by the Pledgee of the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor

6 6 All amounts received or recovered by the Pledgee in exercise of its rights under this Agreement shall, subject to applicable law, be applied towards the satisfaction of the Secured Obligations in accordance with clause 32 (*Application of Proceeds*) of the Facility Agreement

## **7. FURTHER ASSURANCE AND POWER OF ATTORNEY**

7 1 The Pledgor shall from time to time and at all times after the security constituted by this Agreement shall have become enforceable, execute all such further instruments and documents and do all such things as the Pledgee may deem necessary for the purpose of obtaining the full benefit of the pledge and of the rights, title, interest, powers, authorities and discretions conferred on the Pledgee by this Agreement including (without limitation) procuring the Company to execute any such instruments and documents as aforesaid

- 7 2 The Pledgor hereby irrevocably appoints the Pledgee (or any other person which at any time may be nominated by the Pledgee) by way of security as its true and lawful attorney with full power to act alone and with full power of substitution, for the purpose of doing in its name, at all times after the security constituted by this Agreement shall have become enforceable, any and all acts whatsoever which the Pledgor itself could do in connection with the Charged Property including, but without limitation, appointing any brokers for the purpose of selling or otherwise disposing the Charged Property, the making of all necessary transfers of the Charged Property, the execution of all necessary instruments of conveyance, assignment and transfer, the demanding, collecting, receiving, compromising and securing for, so far as may be permitted by law, all claims, rights and interests whatsoever and howsoever related to the Charged Property, the Pledgor hereby ratifying and confirming all that its said attorney shall lawfully do by virtue hereof
- 7 3 The exercise of such powers as mentioned in clause 7 2 above by or on behalf of the Pledgee shall not put any person dealing with the Pledgee upon any inquiry as to whether the security created by this Agreement has become immediately enforceable nor shall such person be in any way affected by notice that the security created by this Agreement has not become enforceable and the exercise by the Pledgee of such power shall be conclusive evidence of its right to exercise the same

## **8. PRESERVATION OF SECURITY**

- 8 1 The security created by this Agreement shall be a continuing security for the due and punctual payment and discharge of the Secured Obligations, it shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations and it shall be in addition to and shall not in any way be prejudiced or affected by any other security that the Pledgee may have in relation to the Secured Obligations
- 8 2 The Pledgee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it or to make any claim or to take any action to collect any moneys or to enforce any rights and benefits hereby assigned or charged to the Pledgee or to which the Pledgee may at any time be entitled hereunder
- 8 3 This Agreement and the security constituted hereby shall be in addition, and without prejudice to, and not in substitution for any rights whatsoever which the Pledgee may have for the time being and from time to time under or by virtue of any other agreement (including without limitation any other security that the Pledgee may have in relation to the Secured Obligations) and/or any other agreement, document, guarantee or security whatsoever The Pledgee shall not be bound to enforce any other agreement, guarantee or security whatsoever before enforcing the security created by this Agreement

- 8 4 Each and every power and remedy given to the Pledgee under this Agreement or otherwise existing may be exercised in accordance with the terms of this Agreement from time to time and as often and in such order as may be deemed expedient by the Pledgee and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. It is expressly understood and agreed that no delay or omission by the Pledgee in the exercise of any right or power or in the pursuit of any remedy accruing upon any Event of Default shall impair any such right, power or remedy or be construed to be a waiver thereof or of any such Event of Default or to be an acquiescence therein, nor shall any acceptance by the Pledgee of any security or any payment on account of the Secured Obligations be deemed a waiver of any right to take advantage of any future Event of Default.
- 8 5 Until the Secured Obligations have been unconditionally and irrevocably paid and discharged in full
- (a) the Pledgor shall not participate in any security held or sums received by the Pledgee in respect of all or any part of the Secured Obligations,
  - (b) the Pledgor shall not stand in the place of, or be subrogated for, the Pledgee in respect of any security nor take any step to enforce any claim against the other Obligors nor claim or exercise any right of set off or counterclaim against the Pledgee, nor make any claim in the bankruptcy or liquidation of the other Obligors in respect of any sums paid by such Obligors to the Pledgee or in respect of any sum which constitutes the proceeds of realization of the security constituted by this Agreement, and
  - (c) the Pledgor shall not take any steps to enforce any claim which he may have against other Obligors without the prior written consent of the Pledgee, and then only on such terms and subject to such conditions as the Pledgee may prescribe
- 8 6 Any settlement or discharge under this Agreement between the Pledgee and the Pledgor shall be conditional upon no security or payment to the Pledgee by the Pledgor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, receivership, administration, liquidation or other similar process for the time being in force and, if such condition is not satisfied, the Pledgee shall be entitled to recover from the Pledgor forthwith on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.
- 8 7 The rights of the Pledgee under this Agreement and the security hereby constituted shall not be affected by any act, omission, matter or thing (whether or not known to or discoverable by the Pledgee or any other person) which, but for this provision, might operate to impair, affect or discharge such rights and security (in whole or in part), including without limitation



- (a) any amendment, novation, replacement or supplement (however fundamental) to all or any of the Finance Documents, or
- (b) any variation, determination, increase or reduction of any facility provided by the Pledgee or otherwise to any Obligor or any other person,
- (c) the variation, compromise, taking, exchange, renewal or release of, or refusal or neglect to perfect, take-up or enforce, any rights against, remedies or securities over assets of any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any legal limitation, disability, death, incapacity or other circumstances relating to any Obligor or any other person,
- (e) any time, indulgence, waiver or consent granted to or composition with any Obligor or any other person,
- (f) any renewal of any bills, notes or other negotiable securities,
- (g) the dissolution, liquidation, receivership, insolvency, amalgamation, bankruptcy, reconstruction or reorganisation of any Obligor or any other person,
- (h) the absence of or any defective, excessive or irregular exercise of any of the powers of any Obligor or any other person,
- (i) the invalidity, unenforceability, illegality or frustration of any obligations of any Obligor or any other person under any Finance Document or any other document or security, or
- (j) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of such Obligor or any such person

8 8 During the Security Period the Pledgee may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Obligations or apply and enforce the same in such manner and order as it seems fit (whether against the Secured Obligations or otherwise) and the Pledgor shall not be entitled to the benefit of the same, and
- (b) hold in a suspense account any moneys received from the Pledgor or otherwise in respect of the Secured Obligations

## **9. RELEASE OF SECURITY**

At the end of the Security Period, the Pledgee shall, at the request and cost of the Pledgor, deliver or cause to be released to the Pledgor or such other persons entitled thereto, the documents referred to in clause 5.1 and take whatever action is reasonably necessary to release the Charged Property from the security created hereunder

## **10. COSTS**

10.1 The Pledgor shall be liable to pay when due all present and future registration fees, stamp duties and other imposts or transaction taxes in relation to this Agreement and all reasonable costs, charges and expenses incurred by the Pledgee in connection with negotiation, preparation, engrossment, completion and registration of this Agreement and for the purpose of giving effect to the terms hereof and of preserving and enforcing or attempting to enforce the security created hereby and shall keep the Pledgee indemnified against any failure in paying them

10.2 Neither the Pledgee nor the agents, managers, officers, employees, delegates and advisers of the Pledgee shall be liable for

- (a) any expense, claim, liability, loss, cost, damage or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions under this Agreement except to the extent caused by its or his gross negligence, fraud or willful default, or
- (b) any act, default, omission or misconduct of the Pledgee or its agents, managers, officers, employees, delegates and advisers in relation to the Charged Property except to the extent caused by its or his gross negligence, fraud or willful default

## **11. NOTICES**

Any communication (including, for the avoidance of doubt, all communication in respect of and/or constituting any acknowledgement, agreement, amendment, approval, confirmation, consent, designation, disclosure, notification, permission, provision of evidence, request, specification or waiver) to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter, addressed as follows

- (a) if to the Pledgee to

### **ZAO RAIFFEISENBANK**

Address building 1, 17, Troitskaya street, 129090,  
Moscow, Russian Federation

Fax +7(495) 721-99-01

Attn Ms Maria Shultseva / Ms Ketevan Danelia

- (b) if to the Pledgor to

**KASPERSKY LABS LIMITED**

Address 97 Milton Park, Abingdon, Oxfordshire, OX14 4RY, United Kingdom

Fax 0871 789 1633

Attn Svetlana Ivanova

With a copy to

Address ZAO Laboratoria Kasperskogo, 10/1 1st Volokolamsky Proezd, Moscow, 123060, Russian Federation

Fax +7 495 645 7939

Attn Eugene Kaspersky

or in each case to such other person or addresses as either party may notify in writing to the other, and shall be in accordance with the provisions of clause 33 (*Notices*) of the Facility Agreement

**12. DELEGATION**

The Pledgee shall be entitled at any time and as often as may be expedient to the Pledgee to delegate all or any of the powers and discretions vested in the Pledgee by this Agreement in such manner, upon such terms and to such persons as the Pledgee may think fit

**13. MISCELLANEOUS**

**13.1 Unless and until an Event of Default has occurred**

(a) the Pledgor shall be entitled to exercise all voting and/or consensual powers pertaining to the Charged Property or any part thereof for all purposes not inconsistent with the terms of this Agreement or any Finance Document and provided such exercise does not have a material adverse effect on the value of the Charged Property or otherwise prejudice the interests of the Pledgee under any Finance Document, and

(b) the Pledgor shall be entitled to receive and retain any dividends, interest or other moneys or assets accruing on or in respect of the Charged Property or any part thereof, subject always to the terms of the Finance Documents

**13.2 The Pledgee shall not have any duty to ensure that any dividends, interest or other moneys and assets receivable in respect of the Charged Property are duly and punctually paid, received or collected as and when the same become due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Charged Property or to ensure the taking up of any (or any offer of any) shares, stocks, rights, moneys or other property paid, distributed, accruing or offered at any time by way of redemption, bonus, rights, preference, or otherwise on or in respect of, any of the Charged Property**

- 13 3 All payments by the Pledgor under this Agreement shall be made without set off or counterclaim and free and clear of any deductions or withholdings on the due date to the account of the Pledgee notified to the Pledgor by the Pledgee. If at any time the Pledgor is required by law to make any deduction or withholding in respect of any present and future taxes, levies, imposts, duties, fees or charges of whatever nature (together with interest thereon) from any payment due under this Agreement, the sum due from the Pledgor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Pledgee receives and retains a net sum equal to the sum which the Pledgee would have received had no such deduction or withholding been required to be made.

#### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, whether written or oral, with respect to such subject matter.

#### **15. SUCCESSORS AND ASSIGNS**

- 15 1 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the Parties and their respective heirs, executors, legal representatives, successors, assigns and permitted transferees.
- 15 2 The Pledgor may not assign or transfer any of its rights or obligations under this Agreement either at law or in equity.
- 15 3 The Pledgee may assign or transfer all or any part of its rights or obligations under this Agreement to any person to whom it assigns or transfers its rights or obligations under the Facility Agreement, in accordance with the terms of the Facility Agreement.

#### **16. SEVERABILITY**

In case any one or more of the provisions contained in and/or security interests created by this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect and for any reason, including non registration, such invalidity, illegality or unenforceability shall not affect any other provision of and/or security interest created by this Agreement and such invalid, illegal and unenforceable provision and/or security interest shall be modified and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

#### **17. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

**18. GOVERNING LAW AND JURISDICTION**

- 18 1 This Agreement shall be governed by and construed and enforced in accordance with the laws of Cyprus
- 18 2 The Pledgor hereby agrees, in favour of the Pledgee, that any legal action or proceedings arising out of or in connection with this Agreement may be brought by the Pledgee in the Cyprus Courts and hereby irrevocably submits to the non-exclusive jurisdiction of such courts and agrees that any writ, motion, application, judgment or other notice of legal process shall be sufficiently served on it if delivered to the Company at its registered office address
- 18 3 The above shall not be prejudicial to the Pledgee's right to serve process in any such manner permitted by law or to take proceedings with respect to this Agreement against the Pledgor in any other jurisdiction, whether concurrently or not

[ *Execution Page Follows* ]

**SCHEDULE A**

**INSTRUMENT OF TRANSFER OF SHARES**

We, the undersigned **KASPERSKY LABS LIMITED**, for good and valuable consideration paid to us by

\_\_\_\_\_

(hereinafter called the "Transferee")

do hereby transfer to the Transferee the shares mentioned in the Schedule below in **EFFUSIVE HOLDING LIMITED**, a company registered in Cyprus, to hold unto the Transferee subject to the several conditions on which the same were held immediately before the execution hereof

The Transferee hereby agrees to take and accept the said shares subject to the conditions aforesaid and with effect from the date of the Transferee's execution of the Instrument of Transfer

IN WITNESS whereof this Instrument of Transfer was duly executed this \_\_\_\_\_

**SCHEDULE**

5,000 ordinary shares of nominal value Euro 1 00 each  
numbered from - 0001- to - 5,000 - inclusive

Witness to the signature  
of the Transferor

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The Transferor

\_\_\_\_\_  
Name  
Title Director  
on behalf of  
**KASPERSKY LABS LIMITED**

Witness to the signature  
of the Transferee

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The Transferee

\_\_\_\_\_

**SCHEDULE B**

**Letter of Resignation**

Date \_\_\_\_\_

To **EFFUSIVE HOLDING LIMITED**  
5 Themistokli Dervi Street, Elenion Building, 2<sup>nd</sup> Floor,  
P C 1066 Nicosia, Cyprus

Dear Sirs,

[I]/[We] hereby resign as a [director] [secretary] of your company with immediate effect

[I]/[We] hereby relinquish any rights which [I]/[we] may have under any contract of employment with your company or under any statutory provision including any right to damages for wrongful dismissal, redundancy payment or compensation for loss of office or unfair dismissal (other than rights to emoluments with respect to the period up to the date hereof)

Yours faithfully,

**[Director/ Secretary]**

## SCHEDULE C

### Irrevocable Proxy and Power of Attorney

- 1 **KNOW ALL MEN BY THESE PRESENTS** that **WE, KASPERSKY LABS LIMITED**, a company established under the laws of England and Wales with its registered address at New Bridge Street House, 30-34 New Bridge Street, London, England and with registered number 04249748, being the legal and beneficial owner of 5,000 ordinary shares of nominal value Euro 1 00 each and numbered from 0001 to 5,000 both inclusive (the “**Shares**”) in **EFFUSIVE HOLDING LIMITED**, a Cyprus company with registration number HE 203340 having its registered office at 5 Themistokli Dervi Street, Elenion Building, 2nd Floor, P C 1066 Nicosia, Cyprus (the “**Company**”), hereby constitute and appoint **ZAO RAIFFEISENBANK**, a bank registered under the laws of the Russian Federation (main state registration number 1027739326449) with its legal address at building 1, 17, Troitskaya street, 129090, Moscow, Russian Federation, acting through any of its duly authorised representatives (the “**Attorney**”), as our true and lawful attorney and proxy being fully empowered and authorized to do all or any of the following acts and matters
- (1) To sell, transfer, assign, pledge or otherwise dispose or charge all or any of the Shares to or in favour of, such person or persons and under such terms as the Attorney may deem fit
  - (2) To vote for us and on our behalf at the General Meetings of the Company whether Annual or Extraordinary as our said Attorney and/or exercise all consensual powers discretions and rights at any general meeting of the Company or by executing any resolution in writing by such shareholders as fully as we would do
  - (3) To demand, receive and retain all dividends, interest or other moneys or assets accruing on or in respect of all or any of the Shares
  - (4) To exercise all rights and options, by way of acceptance of offer of new shares, rights or bonus issue, or other rights, benefits, or otherwise, accruing on or in respect of all or any of the Shares, and to require that all such rights and options be registered, transferred, assigned or otherwise dealt with as the Attorney may deem fit, all powers and authorities of the Attorney under this Power of Attorney in respect of the Shares may be likewise exercised by the Attorney in respect of any new shares, rights or bonus issue or other rights and benefits accruing in respect of the Shares
  - (5) To demand from the Company, its secretary or Register keeper and any other officer or person acting for the Company as well as from any competent authority, the issue and delivery to the Attorney of any certificates, statements or other documents of title evidencing the ownership of, or entitlement to, the Shares and any new shares, rights or bonus issue, or other rights and benefits accruing in respect of the Shares



- (6) To defend the right, title and interest in and to the Shares against all claims, demands, interpleader or otherwise of any third person or parties in any court or arbitration proceedings
  - (7) Generally to act and deal in respect of the Shares and any new shares, rights or bonus, or other rights and benefits accruing in respect of the Shares as fully as we could do
  - (8) To sign, execute and deliver any instruments of transfer, applications, assignments, receipts, deeds, agreements and documents whatsoever in relation to all or any of the powers and authorities vested on the Attorney under this Power of Attorney, and to do so under such terms and conditions as the Attorney may deem fit,
  - (9) To appoint any substitute or agent or attorney to do all or any of the acts and matters vested on the Attorney under this Power of Attorney
- 2 All and any proxies and/or powers of attorney previously given in favour of any person or persons (other than the Attorney) in relation to the Shares are hereby revoked
- 3 We hereby ratify and confirm all that the Attorney or any substitute or substitutes shall do or cause to be done by virtue hereof
- 4 We hereby acknowledge that the Shares have been pledged to the Attorney by a Share Pledge and Charge Agreement dated on or about the date of this instrument (the "Share Pledge") and this Power of Attorney is given by way of security and shall remain in full force and irrevocable for as long as the said Share Pledge shall remain in force

IN WITNESS whereof we have executed this Proxy and Power of Attorney this  
\_\_\_\_\_ 2014

SIGNED by \_\_\_\_\_

Name  
Title Director  
on behalf of **KASPERSKY LABS LIMITED**

In the presence of  
(sgn) \_\_\_\_\_  
Name  
Address

## **SCHEDULE D**

### **Letter of Undertaking and Authority**

Date \_\_\_\_\_ 2014

TO ZAO RAIFFEISENBANK  
Building 1, 17, Troitskaya street,  
129090, Moscow, Russian Federation  
(the “Pledgee”)

Dear Sirs,

**RE: EFFUSIVE HOLDING LIMITED (the “Company”)**

[I]/[We], the undersigned, holding the office of [director]/[secretary] in the Company refer to the share pledge and charge agreement dated on or about the date of this letter between KASPERSKY LABS LIMITED (the “Pledgor”) and the Pledgee (the “Share Pledge”) [I]/[We] hereby undertake that in consideration of the Original Lenders agreeing to make available Facility to the Pledgor that for so long as any money are owed to the Secured Parties under the Facility Agreement or under any of the Finance Documents (as such terms are defined in the Share Pledge) [I]/[we] will not, acting alone or in concert with any other persons, authorise or accept any commitment in contravention of the covenants on the part of the Company or the Pledgor under the Share Pledge [I]/[We] further undertake not to execute any Power of Attorney or other instrument in favour of any person authorising such person so to act

[I]/[We] further undertake that, for so long as the Share Pledge shall remain in force, [I]/[we] will not, acting alone or in concert with any other persons, authorise or register any transfer of any shares, unless such transfer is made pursuant to an enforcement by the Pledgee of the Share Pledge

[I]/[We] hereby irrevocably authorise the Pledgee at any time on or after the occurrence of an Event of Default (as defined in the Share Pledge) to date the undated letter of resignation delivered by me to the Pledgee pursuant to the Share Pledge and to deliver it to the registered office of the Company

Yours faithfully,

[Director] [Secretary]

## SCHEDULE E

### EFFUSIVE HOLDING LIMITED (THE "COMPANY")

#### UNANIMOUS WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY DATED \_\_\_\_\_ 2014

##### 1 Shares Pledge and Charge Agreement

The directors considered a draft copy of a share pledge and charge agreement (the "**Share Pledge**") between KASPERSKY LABS LIMITED (the "**Pledgor**") and ZAO RAIFFEISENBANK (the "**Pledgee**") pursuant to which the Pledgor pledges all its shares and all interest therein in the Company to the Pledgee. The directors considered that the Company would benefit from the provisions of the Share Pledge and the transactions contemplated by the Share Pledge and that it was in the commercial interests and within the objects of the Company to approve, inter alia, the pledging of shares in the Company pursuant to the provisions of the Share Pledge.

**RESOLVED** that the Share Pledge be and is hereby ratified and approved and that the entry into the Share Pledge by the parties thereto be and is hereby sanctioned and approved (with any amendment thereto as the parties executing the same may in their sole discretion approve which approval shall be evidenced by their execution of the Share Pledge).

**FURTHER RESOLVED** that the secretary of the Company be and is hereby authorised and instructed, upon receipt from the Pledgee of a notice of pledge, to make a memorandum of the pledge in the register of members of the Company against the shares pledged and to issue and send to the Pledgee a certificate of memorandum of pledge in the form or substantially in the form set out in Schedule G to the Share Pledge.

##### 2 Approval of Transfers of Shares

**RESOLVED** that any transfer of shares in the Company to any transferee (the "**Transferee**") pursuant to the provisions of the Share Pledge be and is hereby approved and that upon the production to the secretary of the Company of an instrument of transfer of shares, in the form or substantially in the form set out in Schedule A to the Share Pledge, transferring shares to any Transferee, the secretary be and is hereby authorised and instructed to enter the name of such Transferee in the register of members of the Company.

The secretary is instructed to take all appropriate steps to implement the above resolution.

[TO BE SIGNED BY ALL DIRECTORS]

**SCHEDULE F**  
**NOTICE OF PLEDGE**

Date \_\_\_\_\_ 2014

To **EFFUSIVE HOLDING LIMITED**  
5 Themistokli Dervi Street, Elenion Building, 2<sup>nd</sup> Floor,  
P C 1066 Nicosia, Cyprus

Dear Sirs,

**Re: Pledge and Charge Over Shares dated [on or about the date of this Notice], (the "Pledge Agreement") between KASPERSKY LABS LIMITED (the "Pledgor") and ZAO RAIFFEISENBANK (the "Pledgee")**

We refer to the Pledge Agreement for the pledge of shares and other interests in **EFFUSIVE HOLDING LIMITED** (the "**Company**")

The Pledgee hereby gives you notice in accordance with Section 138(2) of the Contract Law, Cap 149 of the Pledge Agreement, a certified copy of which is attached hereto

On receipt of this notice, you should cause a memorandum of the pledge to be made in your register of members against the Charged Property (as defined in the Pledge Agreement) and deliver to the Pledgee a certificate that such memorandum has been made in the form of the certificate set out in Schedule G of the Pledge Agreement

Yours faithfully,

\_\_\_\_\_

**ZAO RAIFFEISENBANK**

**SCHEDULE G**  
**CERTIFICATE**

It is hereby certified that a memorandum has been made in the Register of Members of **EFFUSIVE HOLDING LIMITED** (the “**Company**”) to the effect that all of the share certificates in respect of the shares, and the shares described in the SCHEDULE below have been pledged to **ZAO RAIFFEISENBANK** (the “**Pledgee**”) pursuant to a pledge and charge over shares agreement dated \_\_\_\_\_ 2014 (the “**Pledge**”), due notice of the Pledge having been given by the Pledgee to the Company accompanied by a certified copy of the Pledge

It is further certified that we have not until now received any notice of pledge in relation to the same shares, which is still subsisting

**SCHEDULE**

5,000 Ordinary Shares of nominal value Euro 1 00 each, held by **KASPERSKY LABS LIMITED**, represented by share certificates no 9 and 10

Dated this \_\_\_\_\_ 2014

[sgn] \_\_\_\_\_

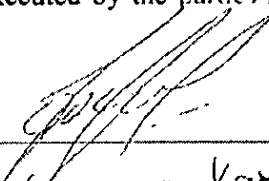
Name

**SECRETARY**

IN WITNESS whereof this Agreement has been duly executed by the parties hereto on the day and year first above written

**EXECUTED** for and on behalf of )  
**KASPERSKY LABS LIMITED** )

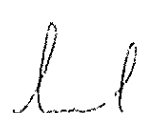
) Name

 Evgeny Kaspersky

) Title

Director

in the presence of

  
1 Signature of Witness

Name: Igor Chekunov

Address Russia, ~~Reutov~~, Kalinin str 12-21

Occupation Chief Legal Officer

  
2 Signature of Witness

Name Nikita Krapuchin

Address Russia, Moscow, Tashkent sky str 11-116

Occupation Head of corporate legal

EXECUTED for and on behalf of  
ZAO RAIFFEISENBANK



Name *G. G. Gerasimov*

Title *Head of Regional Corporate  
Banking & Corporate Products  
Development Division*

Name

Title

in the presence of

*[Signature]*

1 Signature of Witness

Name *Maria Muktseva*

Address *20-65, Klimashkina str, Moscow, Russia, 123557*

Occupation *Senior Relationship Manager, ZAO Raiffeisenbank*

*[Signature]*

2 Signature of Witness

Name *MARIA BAKHTINA*

Address *95-4-110, LENINSKY PROSP MOSCOW, RUSSIA, 119313*

Occupation *RELATIONSHIP MANAGER, ZAO RAIFFEISENBANK*