



*We hereby certify that this is  
a true copy of the original*

*Tulloch & Co.*  
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 Dated: 12/04/2019

**Register of Directors**  
**Moscow Dvorik Limited**  
 Company Number 1811174  
**BVI**

Name and Address	Date of Birth	Nationality	Date of Appointment	Date Resigned
<b>Sean Hogan</b>  Oktovriou Street, Pyrgos Area, CY-4529 Limassol Cyprus		British	07/02/2014	19/11/2014**
<b>Imperium Nominees Limited</b> 64 Omirou Street, Imperium Tower, CY-3096 Limassol, Cyprus	-	-	19/11/2014**	

\*\* Appointment was at the close of business

## REGISTER OF MEMBERS

**Moscow Dvorik Limited ("Company")**  
**BVI Company No: 1811174**

Full Name		Balka Limited							Occupation
Address		Trident Chambers, Wickhams Cay, PO Box 146, Road Town, Tortola, British Virgin Islands							
Date	No. of Transfer Deed	Shares Acquired			Shares Transferred			Balance Shares Held	Remarks
		Certificate Number	No. of Shares	Amount Paid Per Share	Certificate Number	No. of Shares	Amount Paid Per Share		
07/02/2014		1	1	<del>USD \$1.00</del> RUR 1.00 (Currency changed under WR 27.10.14)				1	New Issue
21/10/2014	1				1	1	RUR 1.00	0	Transfer to Bare Nominee Limited

Full Name		Bare Nominee Limited							Occupation
Address		Trident Chambers, Wickhams Cay, PO Box 146, Road Town, Tortola, British Virgin Islands							
Date	No. of Transfer Deed	Shares Acquired			Shares Transferred			Balance Shares Held	Remarks
		Certificate Number	No. of Shares	Amount Paid Per Share	Certificate Number	No. of Shares	Amount Paid Per Share		
21/10/2014		2	1	USD \$1.00  RUR 1.00 (Currency changed under WR 27.10.14)				1	Transfer from Balka Limited
19/11/2014		4	98,388.5	RUR 1.00				98,389.5	New Subscription as per WR.191114
17/12/2014		6	406,020	RUR 1.00				504,409.5	New Subscription as per WR 17.12.14
23/12/2014						406,020		98,389.5	Cancellation of subscription of 17.12.2014 as per WR 23.12.2014
23/12/2014		9	406,020	RUR 1.00				504,409.5	New issue as per WR 23.12.2014  <b>All of the shares in the Company held by Bare Nominee Limited are charged in favour of RCB Bank Ltd under a fixed and floating charge agreement dated February 2015. This entry was made in this share register on February 2015.</b>



Full Name		Mashery Limited						Occupation	
Address		Trident Chambers, Wickhams Cay, PO Box 146, Road Town, Tortola, British Virgin Islands							
Date	No. of Transfer Deed	Shares Acquired			Shares Transferred			Balance Shares Held	Remarks
		Certificate Number	No. of Shares	Amount Paid Per Share	Certificate Number	No. of Shares	Amount Paid Per Share		
19/11/2014		3	161,535	RUR 1.00				161,535	New Subscription as per WR.191114
17/12/2014		7	666,600	RUR 1.00				828,135	New Subscription as per WR 17.12.14
23/12/2014						666,600		161,535	Cancellation of subscription of 17.12.2014 as per WR 23.12.2014
23/12/2014		10	666,600	RUR 1.00				828,135	New issue as per WR 23.12.2014 <b>All of the shares in the Company held by Mashery Limited are charged in favour of RCB Bank Ltd under a fixed and floating charge agreement dated February 2015. This entry was made in this share register on February 2015.</b>

Full Name		Haldis Corporation							Occupation
Address		Trident Chambers, Wickhams Cay, PO Box 146, Road Town, Tortola, British Virgin Islands							
Date	No. of Transfer Deed	Shares Acquired			Shares Transferred			Balance Shares Held	Remarks
		Certificate Number	No. of Shares	Amount Paid Per Share	Certificate Number	No. of Shares	Amount Paid Per Share		
19/11/2014		5	229,575.5	RUR 1.00				229,575.5	New Subscription as per WR.191114
17/12/2014		8	947,380	RUR 1.00				1,176,955.5	New Subscription as per WR 17.12.14
23/12/2014						947,380		229,575.5	Cancellation of subscription of 17.12.2014 as per WR 23.12.2014
23/12/2014		11	947,380	RUR 1.00				1,176,955.5	New issue as per WR 23.12.2014 <b>All of the shares in the Company held by Haldis Corporation are charged in favour of RCB Bank Ltd under a fixed and floating charge agreement dated February 2015. This entry was made in this share register on February 2015.</b>

**Register of Officers**

**Moscow Dvorik Limited**

**Company No: 1811174  
BVI**

<b>Position</b>	<b>Name and Address</b>	<b>Date of Birth</b>	<b>Nationality</b>	<b>Date of Appointment</b>	<b>Date Resigned</b>
<b>Company Secretary</b>	<b>Alastair Tulloch</b>  Laurier Road, Kentish Town, London, NW5 1SJ, United Kingdom		British	07/02/2014	

**Variation of Charge  
Details:**

*(insert any variation of charge filed against those listed below)*

**Register of all Relevant Charges  
kept pursuant to Section 162 of the BVI Business Companies Act  
for  
MOSCOW DVORIK LIMITED ("Company")  
British Virgin Islands: 1811174**

**Entry 1**

**Attachment ID: 646848018  
Charge ID: FJP5T2**

**Files Date: 29 January 2015**

**Date of Discharge:**

**Partial Release Date:**

<b>Date</b>	<b>Description and Date Instrument Creating Relevant Charge</b>	<b>Short Description of Liability Secured</b>	<b>Short Description of Property Charged</b>	<b>Name and Address of Chargee for the Security</b>	<b>Name and Address of the holder of the charge</b>	<b>Detail of any prohibition or restriction on future charges contained in the Instrument</b>	<b>Partial Release details</b>
15.01.2015	share pledge and charge entered into between the Company ("Chargor") and JSC VTB Bank ("Chargee")	The Chargor covenants with the Chargee that upon an Event of Default it shall discharge and pay of the obligations of the Edisonenergo LLC ("Borrower") to the Chargee, under the Loan Agreement dated on or	All of the shares held by the Chargor from time to time in Dvorik Cyprus Limited being 1,172,000 fully paid ordinary shares of RUB1.00 each, and all rights, title, interests, benefits,	JSC VTB Bank, 29 Bolshaya Morskaya Street, St. Petersburg, Russia, 190000	JSC VTB Bank, 29 Bolshaya Morskaya Street, St. Petersburg, Russia, 190000	The Chargor shall not create or permit to exist by any means any pledge, charge, lien, transfer of rights, assignment, agreement or arrangement for security of any	

		about the date of the Charge between the Chargee and the Borrower, when due.	advantages, voting rights or consensual rights arising as at or after the date of the charge in respect of all or any of the above shares (“Charged Assets”).			kind on or in connection with any part of the Charged Assets other than the Charge.	
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**Variation of Charge  
Details:**

*Under a supplemental deed dated 27.6.2016 between Chargor and Chargee, the definition of 'Second Ranking Secured Obligations' was amended to read 'means any and all obligations of the Company to the Chargee under the Charge as amended or supplemented from time to time.'*

**Register of all Relevant Charges  
kept pursuant to Section 162 of the BVI Business Companies Act  
for  
MOSCOW DVORIK LIMITED ("Company")  
British Virgin Islands: 1811174**

**Entry 2**

**Attachment ID: 7179328\_1**

**File Date: 19 March 2015**

**Date of Discharge:**

**Partial Release Date:**

**Charge ID: HFPH1R**

<b>Date</b>	<b>Description and Date Instrument Creating Relevant Charge</b>	<b>Short Description of Liability Secured</b>	<b>Short Description of Property Charged</b>	<b>Name and Address of Chargee for the Security</b>	<b>Name and Address of the holder of the charge</b>	<b>Detail of any prohibition or restriction on future charges contained in the Instrument</b>	<b>Partial Release details</b>
12.03.2015	deed of share pledge and assignment entered into between the Company and RCB Bank Ltd ("Chargee")	All present and future indebtedness and liabilities (whether actual or contingent, and whether owed jointly or severally or in any other capacity whatsoever) at any time and from time to time of the Borrowers to the Lender under any of the Facility Agreements, together with all costs, charges and expenses which the Lender may	The Charged Assets, including all dividends, interest and other distribution paid or payable in relation thereto and all shares, stocks and other securities ( and the dividends, interest and other distributions paid or payable in relation thereto, thereof or thereon), rights, moneys and property accruing or offered at any time and from time to time	RCB Bank Ltd 2 Amathuntos Street, P.C. 3310, Limassol, Cyprus	RCB Bank Ltd 2 Amathuntos Street, P.C. 3310, Limassol, Cyprus	Other than pursuant to and in accordance with the terms and conditions of the First Ranking Share Pledge, the Company shall not, during the Security Period, create or suffer the creation of any Encumbrance on or in respect of the whole or any part of the Charged Assets.	

		<p>incur in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (as defined in each of the Facility Agreements).</p> <p>Borrowers means Haldis Corporation, Mashery Limited and Bare Nominee Limited</p> <p>Facility Agreements means: (i) the facility agreement no. LA 389-151214-HAC dated 19 December 2014 made between Haldis Corporation and the Lender, (ii) the facility agreement no. LA382-051214-MAL dated 19 December 2014 made between Mashery Limited and the Lender; and (iii) the facility agreement No.LA-388151214-BNL dated 19 December 2014 made between bare Nominee Limited and the Lender.</p>	<p>by way of redemption, purchase, substitution, exchange, bonus or preference, pursuant to option rights, or otherwise to or in respect of or derived thereof or from any derivatives thereof.</p> <p>Charged Assets means all or any of (i) the Shares and the share certificate(s) representing the same; (ii) all dividends, interest and other distributions and returns paid or payable or made on or in respect of the Shares; and (iii) all stocks, shares, allotments, rights, moneys or property accruing or ordered 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 Shares.</p> <p>Shares means all shares from time to time owned by the Company in the Subsidiary being at 2 March 2015, 1,172,000 (one million, one hundred and seventy two thousand) shares of RUB1.00 (one rouble) each in the Subsidiary registered in the name of the Company and representing, as at 2 March</p>		<p>Encumbrance means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>First Ranking Share Pledge means a share pledge and charge agreement between JSC VTB Bank and the Company dated 15 January 2015 in respect of the Shares.</p> <p>Security Period means the period commencing on 12 March 2015 and terminating on the irrevocable and unconditional discharge in full, to the satisfaction of the Lender, of any and all obligations and liabilities of the Company to the Lender under the Deed.</p> <p><i>'Second Ranking Secured Obligations' was amended to read 'means any and all obligations of the Company to the Chargee under the Charge as amended or supplemented from time</i></p>	
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			<p>2015, 50% of the issued share capital of the Subsidiary.</p> <p>Subsidiary means Dvorik Cyprus Limited, a limited liability company organised and existing under the laws of Cyprus with registration number HE330254 and whose registered office is at Diagorou, 4 Kermia Building, 6<sup>th</sup> Floor, Flat/office 601, Nicosia Cyprus.</p>			<i>to time.</i>	
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**Variation of Charge****Details:**

*(insert any variation of charge filed against those listed below)*

**Register of all Relevant Charges**  
**kept pursuant to Section 162 of the BVI Business Companies Act**  
**for**  
**MOSCOW DVORIK LIMITED ("Company")**  
**British Virgin Islands: 1811174**

**Entry 3**

**Attachment ID: 7611361\_1**

**File Date: 02/07/2015**

**Date of Discharge:**

**Partial Release Date:**

**Charge ID: LPO4FK**

<b>Date</b>	<b>Description and Date Instrument Creating Relevant Charge</b>	<b>Short Description of Liability Secured</b>	<b>Short Description of Property Charged</b>	<b>Name and Address of Chargee for the Security</b>	<b>Name and Address of the holder of the charge</b>	<b>Detail of any prohibition or restriction on future charges contained in the Instrument</b>	<b>Partial Release details</b>
16/06/2015	A Deed of Assignment (the Deed) entered into between Moscow Dvorik Limited a BVI Business Company with number 1811174 (the Company) and RCB Bank Ltd (the	All obligations of the Borrowers to the Lender under the Facility Agreements, whether present or future, actual or contingent (and	All of the Company's present and future right, title, benefit and interest in and to the loan agreement No. 01/14-DCL dated 15 December 2014 made between the Company as the lender	RCB Bank Ltd 2 Amathuntos Street, P.C. 3310, Limassol, Cyprus	RCB Bank Ltd 2 Amathuntos Street, P.C. 3310, Limassol, Cyprus	The Company shall not create or agree to create any Security over any of the Assigned Rights other than under the Deed.  Security means a mortgage, charge, pledge, lien or other	

	Lender)	<p>whether incurred solely or jointly and whether as principal or surety or in some other capacity).</p> <p>Borrowers means Haldis Corporation, Mashery Limited and Bare Nominee Limited.</p> <p>Facility Agreements means: (i) the facility agreement no LA-389-151214-HAC dated 19 December 2014 made between Haldis Corporation and the Lender; (ii) the facility agreement no. LA-382-051214-MAL dated 19 December 2014 made between Mashery Limited and the Lender; and (iii) the facility agreement no. LA-388-151214-BNL dated 19 December 2014 made between Bare Nominee Limited and the Lender.</p>	<p>and DCL as the borrower (the Assigned Assets).</p> <p>DCL means Dvorik Cyprus Limited, a limited liability company organised and existing under the laws of Cyprus with registration number HE330254 and whose registered office is at Diagorou 4, Kermia Building, 6th Floor, Flat/office 601, Nicosia, Cyprus</p>			security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.	
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		Any term not defined, including but not limited to the Finance Documents, shall have the meaning given to such term in each of the Facility Agreements					
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