

Attachment ID: 4137093

**Register of charges**

of

\_\_\_\_\_ Ltd - Company No: \_\_\_\_\_

(the Company)

Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
7 June 2017 by an agreement for pledge (the <b>Pledge</b> ) granted by the Company in favour of Gazprombank (Joint-stock Company) (the <b>Pledgee</b> )  Definitions in this entry	The security created under the Pledge is security for the performance of all obligations of Borrowers under the Loan Agreements.  <b>Borrowers</b> means each of: (i) Independence _____ liability company, Taxpayer ID _____ Primary State Registration Number	The Company granted a security interest in the Collateral to the Pledgee.  <b>Collateral</b> means the bill issued by AAA _____ Auto, with series number INDEP № 1, issued on 27 _____, with payment date upon presentation but no earlier than 30 September 2023, for nominal value RUB 200,000,000.00 and with a pledge value of RUB 200,000,000.00.	No trustee.  Name of chargee:  Gazprombank (Joint-stock Company)	Gazprombank (Joint-stock Company)  16 Nametkina St., bldg.1, 117420 Moscow, Russia	Pursuant to the terms of the Pledge, the Company agreed that:  (i) until the termination of the relationship established between the Company and the Pledgee under the Pledge, the Company shall not be entitled to alienate the Collateral or handle it in any other way without the written consent of the Pledgee except for the situations foreseen by the Pledge;  (ii) with due consideration of the Company's compliance with

Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
shall have the meanings specified in the Pledge unless otherwise specified.	<p>(ii) Independence [redacted], a limited liability company, Taxpayer ID [redacted] Primary State Registration Number [redacted]</p> <p>(iii) Independence [redacted], a limited liability company, Taxpayer ID [redacted] Primary State Registration Number [redacted]</p> <p>(iv) AA Independence Premier [redacted], a limited liability company, Taxpayer ID [redacted], Primary State Registration Number [redacted];</p> <p>(v) Independence [redacted] Car, a limited liability</p>				<p>requirements of the Pledge, the Collateral can be subsequently pledged by the Company; and</p> <p>(iii) the Collateral can be subsequently pledged only after the Company obtains a written consent form the Pledgee for subsequent pledge of the Collateral under conditions specified in the Company's notification on planned subsequent pledge of the Collateral, specified in the Pledge.</p>



Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>company, Taxpayer ID [redacted], Primary State Registration Number [redacted]; (vi) Independence - [redacted], a limited liability company, Taxpayer ID [redacted], Primary State Registration Number [redacted]; and (vii) Independence [redacted], a limited liability company, Taxpayer ID [redacted], Primary State Registration Number [redacted]</p> <p><b>Loan Agreements</b> means each of: (i) Facility Agreement No. [redacted] (as amended by [redacted])</p>				



Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>Amendment No. 1, dated February 18, 2015, Amendment No. 2, dated [redacted], Amendment of August [redacted], to Amendment No. 2, dated [redacted], 2015, Amendment No. 3, dated [redacted], 2016, and Amendment [redacted], dated [redacted] / 20, 2017) made between the Pledgee and Independence [redacted] in Novosibirsk on February [redacted]</p> <p>Agreement No. 2912-[redacted] (as amended by Amendment No. 1, dated [redacted], 2015, Amendment No. 2, dated [redacted], Amendment of August [redacted], to Amendment</p>				

Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>No. 2, dated July 13, [redacted], Amendment No. 3, dated [redacted], 2016, and Amendment [redacted], dated February 20, 2017) made between the Pledgee and Independence [redacted] M in [redacted] February 21, [redacted] (iii) Facility Agreement No. 2912-[redacted] (as amended by Amendment No. 1, dated [redacted], 2015, Amendment No. 2, dated [redacted]; Amendment of August [redacted], to Amendment No. 2, dated [redacted], 2015, Amendment No. [redacted], dated [redacted], 2016, and Amendment No. 4, dated [redacted]) made between</p>				



Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>the Pledgee and [redacted] in Novosibirsk on February [redacted]; (iv) Facility Agreement No. 2912-[redacted] (as amended by Amendment No. 1, dated [redacted]), 2015, Amendment No. [redacted], dated [redacted]; Amendment of August [redacted], to Amendment No. 2, dated [redacted], 2015, Amendment No. 3, dated [redacted], 2016, and Amendment No. 4, dated February [redacted]) made between the Pledgee and AA [redacted]</p> <p>Auto in [redacted] on February [redacted]; (v) Facility Agreement No. [redacted] (as amended by [redacted])</p>				

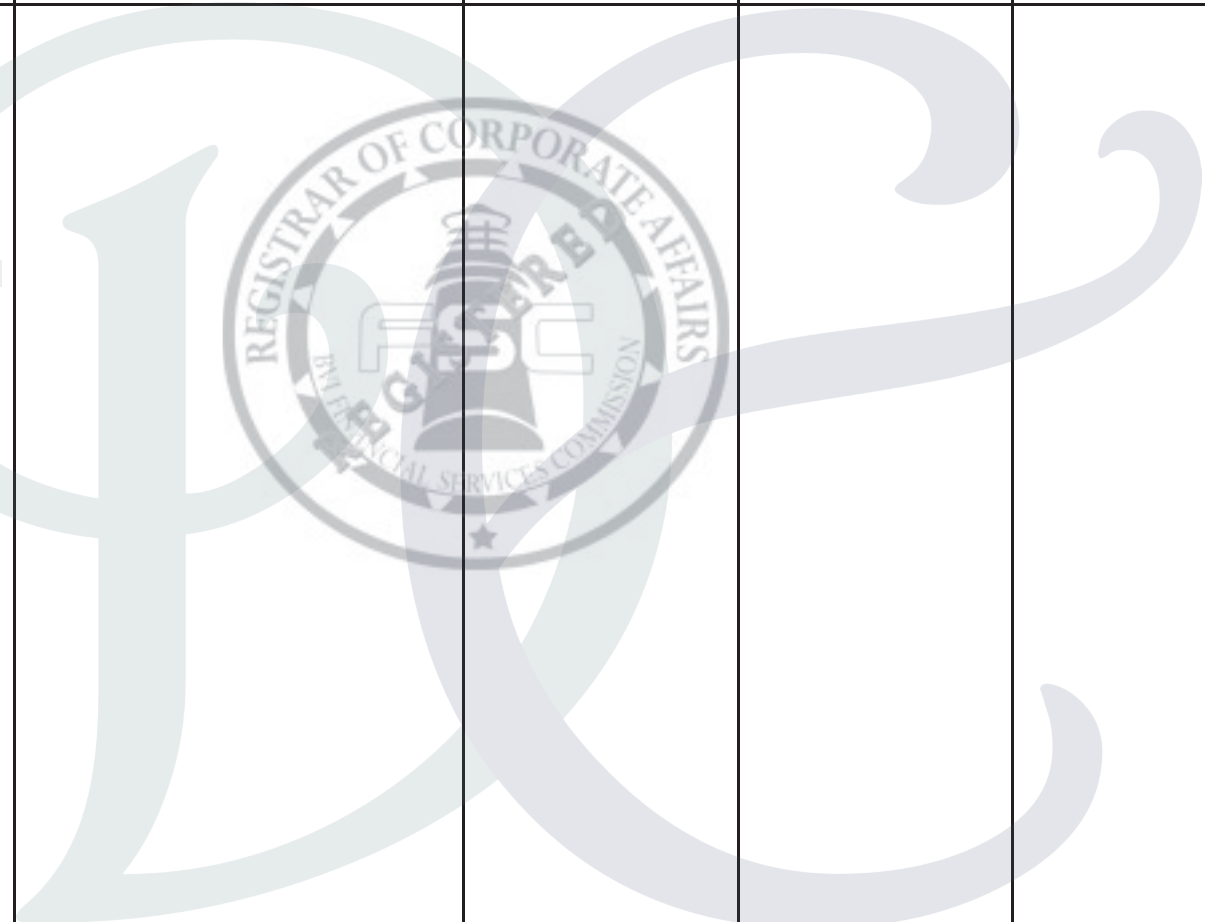


Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>Amendment No. 1, dated [redacted], 2015, Amendment No. 2, [redacted], Amendment of August [redacted], to Amendment No. 2, [redacted], 2015, Amendment No. 3, dated [redacted], 2016, and Amendment [redacted] 20, 2017) made between the Pledgee and [redacted]</p> <p>in Novosibirsk on February [redacted] (vi) Facility Agreement No. [redacted] (as amended by Amendment No. 1, dated [redacted], 2015, Amendment No. [redacted], Amendment of August [redacted]</p>				





Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	<p>No. 2, dated July 13, _____, Amendment No. 3, dated _____, 2016, and Amendment _____ (20, 2017) made between the Pledgee and _____ in Novosibirsk on February _____; and (vii) Facility Agreement No. _____ (as amended by Amendment No. 1, dated _____, 2015, Amendment No. 2, dated _____, Amendment of August _____, to Amendment No. 2, dated _____, 2015, Amendment No. _____, dated _____, 2016, and Amendment No. 4, dated February _____) made between</p>				





Date of creation of charge	Liability secured by the charge	Description of property charged	Name and address of the trustee for the security / or if none, name and address of the chargee	Name and address of holder of the charge	Detail of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge
	the Pledgee and in Novosibirsk on February				

Filed by Ogier of Ritter House, Wickhams Cay II, Road Town, Tortola, British Virgin Islands for and on behalf of Gazprombank (Joint-stock Company).

