

Approved
By Participant's Decision
No. 8/2019
dated 8 May 2019

CHARTER

LIMITED LIABILITY COMPANY
ENERGY INTERNATIONAL GROUP-TRADING

Revised version
Identification code 42201780

Kyiv
2018

1. GENERAL PROVISIONS

1.1. LIMITED LIABILITY COMPANY ENERGY INTERNATIONAL GROUP-TRADING (hereinafter, the Company) was established based on the current legislation of Ukraine, with the purpose of conducting business activities.

1.2. Single Participant of the Company is:

1.2.1. ENERGY INTERNATIONAL GROUP Co. established in the USA on 21 November 2017 in accordance with the laws of Illinois and registered at 425, Huehl Road 4B, Northbrook, Illinois, 60062.

1.3. The Company has been established and operates in accordance with the Constitution and the current legislation of Ukraine and this Charter. The Company is a legal entity under the laws of Ukraine.

1.4. The Company has its own fixed and working capital, an independent balance sheet, current, currency and other accounts with banking institutions, clerical stamps, round seals, letterheads bearing their name, own trademark and service mark, emblem and other necessary requisites.

1.5. The Company operates based on the principles of complete economic accountability, self-sufficiency and self-financing, and has the right, on its own behalf, to own, use and dispose of its own property in accordance with its purpose and subject of activity, as well as to enter into agreements, to acquire, lease and alienate property, to sue and be sued in economic and arbitration courts.

1.6. The Company has the right to independently carry out foreign economic activity.

1.7. The Company is not liable for the obligations of the state, and the state is not liable for the obligations of the Company.

1.8. The Company is liable for its obligations to the extent of its property. The Company is not liable for the obligations of its participants.

1.9. The circumstances which relieve the Company and its participant from responsibility: the force majeure, the adoption by the authorities of Ukraine of laws and regulations that make it impossible to fulfill obligations in full or in part.

1.10. The Company may establish affiliates, representative offices, other branch offices, as well as subsidiaries, joint ventures and other enterprises in Ukraine and abroad, in accordance with the current legislation of Ukraine.

1.11. Full name of the Company:

in Ukrainian: ТОВАРИСТВО З ОБМЕЖЕНОЮ ВІДПОВІДАЛЬНІСТЮ «ЕНЕРДЖІ ІНТЕРНЕСІОНЛІ ГРУП-ТРЕЙДІНГ»;

in English: LIMITED LIABILITY COMPANY «ENERGY INTERNATIONAL GROUP-TRADING».

Abbreviated name of the Company:

in Ukrainian: ЕІГТ ТОВ;

in English: EIGT LLC.

1.12. Location of the Company: APARTMENT 28, 6 VYNOHRADNYI LANE, KYIV, 01021.

2. OBJECTIVE AND SCOPE OF ACTIVITIES

2.1. The Company has been established for the purpose of organization of production, economic, commercial, consulting, scientific and other activities aimed at providing services, raising funding for the development of the manufacturing and service sectors, production and sale of products and consumer goods, as well as foreign economic activity and profit-making.

2.2. The following falls within the scope of the Company's activities:

- research, design, expert, specialized, erection, adjustment, repair and other types of works and services aimed at improving the use and saving of fuel and energy resources;
- organization of the construction of real estate for sale or lease;

- design, construction, reconstruction, restoration, repair and subsequent operation of industrial, agro-industrial, energy, public, cultural, welfare and other facilities;
- technical fit-out of mechanisms, equipment of buildings and structures;
- production and installation of technological equipment, building constructions and engineering communications;
- repair and restoration works;
- construction, design, repair, finishing, installation and plumbing works;
- development, introduction and use of energy-saving facilities and energy-efficient projects;
- import into the customs territory of Ukraine of equipment that operates on non-traditional and renewable energy sources, energy-saving equipment and materials; means of measurement, control and management of fuel and energy resources consumption; equipment and materials for the production of alternative fuels, materials, equipment and components used for the production of equipment that operates using non-traditional and renewable sources of energy and produces alternative fuels, energy-saving equipment and materials, products whose operation ensures the saving and efficient use of fuel and energy resources, means of measurement, control and management of fuel and energy resources consumption.
- work related to the development and use of non-traditional renewable energy sources, secondary energy resources, processes for replacing critical fuels;
- defining the priority areas of clean energy and the creation of new energy sources and fuels;
- establishment of effective energy efficiency management and control systems;
- general-purpose wholesale trade;
- consulting services, management and organizational support to companies and other organizations relating to management, corporate strategic and operational planning, definition of business development directions, change management, cost reduction and other financial issues, marketing goals and policy, personnel policy, compensation and pension payment strategies, production planning and control;
- consulting, management and organizational support to companies and public organizations relating to the development of accounting policy and rules, reporting programs, budget performance control procedures;
- consulting and support to companies and public organizations in terms of planning, organizational arrangements, ensuring efficiency and control, information on management issues, etc.;
- other types of out-of-store retail sales;
- other types of retail trade in non-specialized stores;
- retail trade by mail-order companies or via the Internet;
- wholesale, retail trade in agricultural raw materials, live animals, textile materials and semi-finished products;
- wholesale, retail trade in machine building products, machine tools;
- wholesale, retail trade in machinery, industrial equipment, ships and aircraft;
- wholesale, retail trade in wood and building materials;
- wholesale, retail trade in fuel, metals, minerals and chemicals;
- wholesale, retail trade in fuel;
- wholesale, retail trade in electricity;
- wholesale, retail trade in iron ores and non-ferrous metals;
- wholesale, retail trade in unprocessed ferrous and non-ferrous metals;
- wholesale, retail trade in semi-finished products from ferrous and non-ferrous metals;
- wholesale, retail trade in machine tools;

- wholesale, retail trade in agricultural machinery;
- wholesale, retail trade in agricultural products, as well as its storage and transportation;
- wholesale, retail trade in industrial and technical goods, consumer goods and foods, liquor and tobacco products;
- wholesale, retail trade and commission trade in household chemical goods and detergents;
- wholesale, retail trade and commission trade in wood products, including furniture;
- wholesale, retail trade and commission trade in vehicles, assemblies and spare parts for them;
- procurement and sale of medicinal raw materials and other raw materials;
- procurement, packing and pre-sale preparation of medicinal products and natural remedies;
- export and import of substances and chemical substances for the manufacture of medicinal products;
- manufacture of medical equipment;
- manufacture of various orthopedic and rehabilitation products;
- provision of employment to foreign individuals on a contractual basis with subjects of foreign economic activity both in Ukraine and abroad;
- provision of employment services abroad and consultations on this issue;
- performance of representation functions and specific assignments of the Companies, organizations and individuals, provision of agency services;
- organization of conferences, symposiums, exhibitions, auctions, competitions, concerts, training camps and sports events, as well as public relations and compatriots activities abroad;
- hotel business organization;
- registration of vehicle workshops and sale of cars, spare parts;
- provision of services to the population and enterprises based on hire contracts;
- establishment and organization of specialized, universal, commercial and commission stores, trade, development of new progressive forms of trade and services for the currency of the country of location of the Company and foreign currency in accordance with the current legislation of Ukraine, including consignment, catalog and mail trade, wholesales, leasing, trade in credit, opening of stores in a free customs zone;
- intermediary, commission and brokerage activities;
- intermediary, marketing and commercial activities relating to the production and sale of handicraft and fine art products, as well as humanitarian products and goods;
- establishment of hire, repair and maintenance centers for equipment and machinery, including new and used cars of domestic and foreign manufacture with their subsequent sale;
- opening of restaurants, cafes, bars, restaurants and other catering enterprises, manufacturing and sale of pizza, bakery and confectionery products;
- organization and pursuit of publishing, advertising and printing activities;
- provision of marketing, consulting, information intermediary services;
- organization of hosting and servicing of foreign tourists in Ukraine (foreign tourism);
- organization of hosting and servicing of domestic tourists in Ukraine (domestic tourism);
- organization of tourist trips abroad (international tourism);
- organization and hosting of tourism, sports, horse-riding and other public events, trade in, training and breeding of [illegible];
- manufacture of engineering, machine-building and shipbuilding products;
- manufacture of electric and thermal energy and water supply;
- introduction of inventions and KNOW-HOW in mass production;

- purchase, cultivation, collection, transportation, storage, processing and sale of agricultural products;
- manufacture and sale of fur products and other goods from genuine leather;
- manufacture and sale of knitted items, as well as overalls, military uniforms, customized tailoring for individuals and organizations;
- manufacture of items from garment accessories;
- assembly, adjustment and sale of air conditioners;
- design of gas pipelines;
- program support for computers, computer build and sale;
- manufacture of medicinal products;
- sale of products and services of in-house manufacture;
- expansion and reconstruction of current enterprises in order to increase the competitiveness of products with their subsequent sale both in the markets of Ukraine and abroad;
- woodworking, furniture manufacturing;
- processing of plastics and other products of the chemical industry;
- metal-working and metallurgical production;
- garment manufactures;
- renting and leasing of movable and immovable property;
- extraction, development, exploitation and processing of minerals;
- manufacture of automation, communication and other equipment and products with electronic components;
- fishing and fish processing;
- cultivation of medicinal, ornamental, flower and treelike plants and seeds;
- production, preservation and processing of agricultural and food products;
- production of bee honey and products of its processing;
- introduction of new technologies, including environmental protection measures;
- purchase and sale of industrial consumer goods, agro-industrial and agricultural products, handicrafts;
- organization of agricultural production, including provision of soil treatment services, cultivation and harvesting of agricultural crops, provision of other agricultural services;
- growing of grain crops, legumes and oilseeds, other agricultural products;
- growing of vegetables and melons, roots and root crops;
- wholesale trade in grain, raw tobacco, seeds and animal feeds;
- greenhouse business;
- purchase of agricultural raw materials from enterprises, organizations, farmers and citizens, including in marketplaces, auctions, etc., both in Ukraine and abroad, with subsequent sale thereof for processing at own and leased enterprises, on the terms of customer-supplied raw materials, with subsequent sale thereof;
- production of organic fertilizers;
- manufacture and sale of fur products;
- procurement and processing of wool products;
- manufacture of sewing and knitting goods;
- manufacture of folk crafts;
- real estate agency services;
- purchase, repair, restoration and operation of motor transport, as well as its sale and maintenance;
- provision of transport and forwarding services using all kinds of transport;
- establishment and accomplishment of procurement, processing and sale of secondary raw materials and waste products;

- organization of economic relations between enterprises, organizations and institutions on issues relating to the production and sale of products;
- organization and performance of environmental activities;
- other types of activities that do not contradict the current legislation of Ukraine

2.3. All activities that according to the current legislation of Ukraine require special permits or licenses can be carried out after the receipt thereof.

2.4. The Company may engage in any entrepreneurial activity that does not contradict the current legislation of Ukraine, after the introduction of corresponding amendments hereto in the prescribed manner.

3. THE RIGHTS OF THE COMPANY

3.1. In order to perform the statutory objectives, the Company has the right to:

3.1.1. Sell and transfer to other enterprises, organizations, institutions and citizens, to acquire from them, to rent and lease (leasing), to provide and receive free of charge, for temporary use or rent, to donate houses, apartments, buildings, vehicles, land plots, other and funds, as well as write them off from the balance sheet, and to transfer them to other balance.

3.1.2. Enter into contracts and other agreements on their own behalf.

3.1.3. Participate or hold a share in enterprises, businesses of any form of ownership, associations, funds and public organizations, joint ventures with foreign individuals and legal entities in the territory of Ukraine and abroad.

3.1.4. Ensure training, retraining and advanced training of workers and specialists.

3.1.5. Send the Company's employees and other persons performing the Company's assignment on a business trip in Ukraine and abroad.

3.1.6. Establish permanent and temporary bodies for the execution of statutory tasks, to engage Ukrainian and foreign specialists, to approve the personnel of the Company and its structural divisions, remuneration systems and amounts.

3.1.7. Issue securities.

3.1.8. Invest funds in shares, loan bonds, bank certificates and other outstanding securities, make transactions on commodity and other exchanges.

3.1.9. Independently plan their production, business and other activities, as well as social development of the Company's personnel.

3.1.10. Open with the banking institutions the accounts in national and foreign currencies for settlement operations both at the place of their location, and in the locations of affiliates, representative offices, and other divisions. The Company shall independently choose the banks for credit and settlement operations.

3.1.11. Apply the contract system during recruitment.

3.1.12. Other rights arising from the current legislation in accordance with the purpose and objectives of the Company.

4. THE RIGHTS AND OBLIGATIONS OF THE COMPANY'S PARTICIPANTS

4.1. The number of the Company's participants is unlimited.

4.2. The Company's participants are entitled to:

4.2.1. participate in the management of the Company in the manner specified herein, unless otherwise established by the law;

4.2.2. receive information about the Company's activities in accordance with the procedure established hereby. At the request of a participant, the Company is obliged to provide it for familiarization with annual balance sheets, performance reports and minutes of meetings;

4.2.3. participate in the distribution of the Company's profit and receive a part thereof (dividends);

4.2.4. withdraw from the Company in the established manner;

4.2.5. alienate the shares in the Company's authorized capital and securities certifying the participation in the Company in the manner prescribed by law;

- 4.2.6. receive in the event of liquidation of the Company a part of the property remaining after settlement with the creditors, or the cost thereof;
- 4.2.7. the Company's participants may have other rights stipulated by law and hereby.
- 4.3. The Company's participants are obliged to:
 - 4.3.1. comply herewith;
 - 4.3.2. execute the decisions of the Company's General Meeting of Participants;
 - 4.3.3. perform their obligations to the Company, including those related to the shareholding, and to make contributions (to pay shares) in the amount and in the manner provided for by the constituent document;
 - 4.3.4. not to disclose commercial secrets and confidential information about the activities of the Company.
 - 4.3.5. The Company's participants may have other duties established by law and hereby.

5. THE PROCEDURE FOR JOINING AND WITHDRAWAL FROM THE COMPANY

5.1. The Company's participants have the right to withdraw from the Company, unless otherwise provided by law.

5.2. A participant of the Company may, in cases and in the manner prescribed by law, be expelled from the Company.

5.3. A participant of the Company may alienate its share (a part thereof) to third parties only on the terms hereof.

A participant of the Company may alienate its share (a part thereof) in the Company's authorized capital [illegible] or free of charge to other participants of the Company or to third parties.

A participant of the Company may alienate its share (a part thereof) in the Company's authorized capital only to the extent it is paid up.

5.4. A participant of the Company has a preemptive right to purchase a share (a part thereof) of another participant that is sold to a third person.

5.5. If several participants of the Company take advantage of their preemptive right, they shall acquire a share (a part thereof) in proportion to their respective shares in the Company's authorized capital.

5.6. A participant of the Company intending to sell its share (a part thereof) to a third party is obliged to notify other participants of the Company in writing specifying the price and number of shares subject to alienation and other terms of such sale. If within 30 days of receipt of the notice of the participant's intention to sell a share (a part thereof) none of the Company's participants notified the selling participant in writing of its intention to take advantage of its preemptive right, such participant shall be deemed to have given its consent on the 31st day after the receipt of the notice, and such share (a part thereof) may be alienated to a third party on the terms communicated to the Company's participants.

5.7. If a participant of the Company intending to sell its share (a part thereof) to a third party has received from another participant a written notice of its intention to use its preemptive right, such participants shall within one month conclude a purchase and sale agreement in respect of the share (a part thereof) offered for sale.

If the seller evades the conclusion of the purchase and sale agreement, the buyer may file a lawsuit for the recognition of the purchase and sale agreement concluded on the terms proposed by the seller.

If the buyer evades the conclusion of the purchase and sale agreement, the seller may sell its share to a third party on the terms having been previously communicated to the Company's participants.

5.8. A participant of the Company has the right to seek in court the transfer of rights and obligations of the buyer of the share (a part thereof), if the preferential right of such participant is violated.

5.9. A participant of the Company, whose share in the Company's authorized capital is less than 50 percent, may withdraw from the Company at any time without the consent of other participants.

5.10. A participant of the Company, whose share in the Company's authorized capital is 50 or more percent, may withdraw from the Company with the consent of other participants.

5.11. The decision to grant consent to the withdrawal from the Company may be made within one day of the submission of an application by a participant.

5.12. If the withdrawal of a participant requires the consent of other participants of the Company, this participant may withdraw from the Company within one month after the date of such consent by the last participant, unless the shorter period is defined by such consent.

5.13. A participant is deemed to be withdrawn from the Company from the date of the state registration of such withdrawal. The withdrawal from the Company, as a result of which there will be no participants in the Company, is prohibited.

5.14. No later than 30 days from the day the Company learned or should have learned about a participant's withdrawal, it shall inform the former participant of the cost of its share, provide a reasonable estimate and copies of the documents necessary for settlement. The cost of the participant's share shall be assessed as of the day preceding the date of submission by the participant of the respective application in the manner prescribed by the Law of Ukraine "On State Registration of Individuals, Individual Entrepreneurs and Public Formations".

5.15. The Company shall, within one year from the day it learned or should have learned about a participant's withdrawal, pay to such a former participant the cost of its share.

5.16. The cost of a participant's share shall be assessed on the basis of the market value of the aggregate of all the shares of the Company's participants in proportion to the share of such participant.

5.17. With the consent of a withdrawn participant and the Company, the obligation to pay in cash may be replaced with an obligation to transfer other property.

5.18. The Company shall pay a withdrawn participant the value of its share or transfer the property in proportion to the paid part of the share of such participant.

5.19. The Company is obliged to provide a withdrawn participant with access to the reporting and other documents necessary to assess the value of its share.

5.20. The Charter of the Company may provide for another term, procedure, amount and manner of settlement with a participant intending to withdraw from the Company, as well as the procedure for selecting a licensed appraiser. The relevant provisions may be added hereto, amended or deleted herefrom by a unanimous decision of the General Meeting of Participants, attended by all the participants of the Company.

5.21. The above provisions shall also apply to the relations pertaining to the consequences of the adoption by the General Meeting of Participants of the decision to expel a participant from the Company. No later than 30 days from the date of adoption by the General Meeting of Participants of such a decision, the Company shall inform the former participant (its legitimate heirs or successors) of the cost of its share. The cost of the share is assessed as of the day preceding the day of adoption by the General Meeting of Participants of the decision to expel a participant from the Company.

5.22. The above provisions shall also apply to the relations pertaining to the withdrawal from the Company of a participant's heir or successor.

5.23. In case of death or winding-up of a Company's participant its share shall pass to its heir or successor without the consent of the Company's participants.

6. OWNERSHIP, PROPERTY, AND INCOME OF THE COMPANY

6.1. The Company owns the property transferred by the participants, the products produced as a result of economic activity, the income received, as well as other property acquired by it on other grounds provided by law.

6.2. The Company's property consists of fixed assets, working capital, as well as other valuables the value of which is reflected in the independent balance sheet.

6.3. The Company's property is formed out of:

6.3.1. the property transferred by the Company's participants to the ownership as a contribution to the authorized capital;

6.3.2. products produced by the Company as a result of economic activity;

6.3.3. income received;

6.3.4. other property acquired on the grounds not prohibited by law.

6.4. The Company is liable for the obligations to the extent of its property. It shall not be liable for the obligations of its participants.

6.5. The Company's participants shall bear the financial liability for the obligations of the Company to the extent of their contributions.

6.6. The Company's participants do not have separate rights to certain assets and property of the Company, including the assets and property contributed by them to the authorized capital.

6.7. Changes in the value of the property contributed to the authorized capital shall not affect the size of the share in the authorized capital.

6.8. The authorized capital may be changed by the decision of the General Meeting of Participants. The authorized capital may be increased or decreased in accordance with the procedure established by the current legislation of Ukraine.

6.9. The Company shall independently dispose of its profits after the payment of taxes to the state budget and other mandatory fees in accordance with the current legislation.

6.10. The Company may own buildings, structures, equipment, vehicles and other valuables, securities, information, scientific, engineering and technological developments, other property and rights thereto, including intellectual property rights.

6.11. The Company's property shall be subject to insurance upon the decision of the General Meeting of Participants.

7. MANAGEMENT OF THE COMPANY

7.1. The Company's bodies include:

7.1.1. the General Meeting of Participants (the supreme body of the Company).

7.1.2. the Director (the executive body of the Company).

7.2. The General Meeting of Participants is the supreme body of the Company.

7.2.1. Each participant of the Company has the right to be present at the General Meeting of Participants, to participate in the discussion of agenda items and vote on the agenda of the General Meeting of Participants.

7.2.2. At the General Meeting of Participants each participant of the Company shall have the number of votes proportional to its share in the Company's authorized capital.

7.2.3. The General Meeting of Participants shall have the right to make decisions on all issues relating to the Company's activities, including those that fall within the competence of other bodies of the Company.

7.2.4. The following shall fall within the competence of the General Meeting of Participants:

7.2.4.1. determining the main directions of the Company's activity;

7.2.4.2. introduction of changes hereto, decision-making on the Company's operation based on the model charter;

7.2.4.3. change of the size of the Company's authorized capital;

7.2.4.4. the approval of the monetary valuation of a participant's non-monetary contribution;

7.2.4.5. redistribution of shares between the Company's participants in cases stipulated by the current legislation;

7.2.4.6. election and termination of the powers of the Company's Supervisory Board or individual members of Supervisory Board, establishment of the amount of remuneration to the members of the Company's Supervisory Board;

7.2.4.7. election of the Company's Director and establishment of the amount of their remuneration;

7.2.4.8. determining the forms of control and supervision over the activities of the Company's executive body;

7.2.4.9. establishment of other bodies of the Company and determining their operating procedures;

7.2.4.10. decision-making on the acquisition by the Company of a participant's share (a part thereof);

7.2.4.11. approval of the Company's operating results for a year or another period;

7.2.4.12. distribution of the Company's net profit, decision-making on payment of dividends;

7.2.4.13. decision-making on the spin-off, merger, split-up, consolidation, liquidation and transformation of the Company, election of the liquidation commission, approval of the winding-up procedure; in the event of the Company's liquidation, the procedure for the division between the Company's participants of property remaining after satisfying the creditor's claims, approval of the Company's liquidation balance sheet;

7.2.4.14. adoption of other decisions assigned by the legislation to the competence of the General Meeting of Participants.

7.2.5. The issues provided for by sub-paragraph 7.2.4. hereof and other issues referred by the law to the competence of the supreme body of the Company cannot be referred to the competence of other bodies of the Company, unless otherwise stipulated by the provisions of the current legislation.

7.2.6. Other issues may also be referred hereby to the exclusive competence of the General Meeting of Participants.

7.2.7. Convocation and holding of the General Meeting of Participants:

7.2.7.1. The General Meeting of Participants shall be convened in cases stipulated by the legislation or hereby, as well as:

- 1) on the initiative of the Company's executive body;
- 2) at the request of the Company's Supervisory Board;
- 3) at the request of a participant or participants of the Company who, on the date of request, collectively hold 10 or more percent of the Company's authorized capital.

7.2.7.2. The annual General Meeting of Participants shall be convened within six months following the reporting year, unless otherwise established by law. The agenda of the annual General Meeting of Participants must include the distribution of the Company's net profit, the payment of dividends and their amount.

7.2.7.3. If the value of the Company's net assets decreased by more than 50 percent compared to the value thereof as at the end of the previous year, the Company's executive body shall convene the General Meeting of Participants to be held within 60 days from the day of such decrease. The agenda of such General Meeting of Participants shall include the issue of the measures to be taken in order to improve the Company's financial position, the decrease of the Company's authorized capital or the liquidation of the Company.

7.2.7.4. In case of breach of the obligation stipulated by sub-paragraph 7.2.7.3. hereof and the recognition of the Company as a bankrupt before the expiration of a three-year period from the day of the decrease in the value of the Company's net assets, the members of the executive body shall jointly bear subsidiary liability for the obligations of the Company. The members of the executive body who will prove that they did not and should not have known about such a decrease in the value of the Company's net assets or voted for the decision to convene the General Meeting of Participants in connection with the decrease in the value of the Company's net assets shall be exempted from their liability for the breach of this obligation.

7.2.7.5. The request to convene the General Meeting of Participants shall be submitted to the Company's executive body in writing with indication of the proposed agenda. If the General Meeting of Participants is convened on the initiative of the Company's participants, such request shall contain the information on the size of the shares in the Company's authorized capital held by such participants.

7.2.7.6. The Company's Director shall inform in writing the participants who requested the convening of the meeting about the refusal to convene the General Meeting of Participants indicating the reasons for refusal within five days of receipt of the request from the Company's participants.

7.2.7.7. Along with the issues proposed for inclusion in the agenda of the General Meeting of Participants by a participant requesting the convening of such meeting, the Company's Director may include additional issues on its own initiative.

7.2.7.8. The Company's Director is obligated to take all necessary actions to convene the General Meeting of Participants not later than 20 days after the receipt of the relevant request.

7.2.7.9. If, within 10 days from the day when the Company received or should have received a request to convene the General Meeting of Participants, the participants failed to receive a notice of the convening of the General Meeting of Participants, unless other period is established hereby, the persons who initiated the meeting may convene the General Meeting of Participants on their own. In this case, the obligation to convene and prepare for the General Meeting of Participants shall be borne by the Company's participants who initiated the General Meeting of Participants.

7.2.7.10. The General Meeting of Participants may decide on any issue without complying with the requirements established by the legislation and hereby in relation to the procedure for convening of the General Meeting of Participants and notices, if such General Meeting of Participants was attended by all participants of the Company who agreed to consider such issues.

7.2.7.11. The General Meeting of Participants shall be convened by the Company's Director by sending a relevant notice to each participant of the Company.

7.2.7.12. The Company's Director is obliged to inform the Company's participants at least 10 days before the scheduled date of the General Meeting of Participants.

7.2.7.13. Such notice shall be sent by mail with a list of enclosures or to the e-mail address of the Company's participants.

7.2.7.14. The notice of the General Meeting of Participants shall contain the date, time, venue, and agenda. If the agenda includes the issue of amending hereof, draft proposed amendments shall be attached thereto.

7.2.7.15. The Company's Director shall decide on the inclusion of the proposed issues in the agenda of the General Meeting of Participants.

7.2.7.16. The proposals of a participant or participants of the Company holding collectively 10 or more percent of the Company's authorized capital shall be subject to mandatory inclusion in the agenda of the General Meeting of Participants. In such a case, such an issue shall be deemed automatically included in the agenda of the General Meeting of Participants.

7.2.7.17. After a notice is sent, it is prohibited to change the agenda of the General Meeting of Participants, except for the inclusion of new issues in accordance with the provisions of the current legislation.

7.2.7.18. The Company's Director is obliged to inform the Company's participants of the changes made to the agenda at least 2 days before the scheduled date of the General Meeting of Participants.

7.2.7.19. Any changes may be made to the agenda with the consent of all participants of the Company.

7.2.7.20. The Company's Director is obliged to enable the Company's participants to familiarize themselves with the documents and information necessary for consideration of the

agenda issues at the General Meeting of Participants. The Company's Director shall provide the appropriate conditions to access such documents and information at the location of the Company during working hours.

7.2.7.21. The Company's participants shall take part in the General Meeting of Participants either in person or by proxy.

7.2.7.22. The General Meeting of Participants provides for the joint presence of the Company's participants in one place for discussion of agenda issues or may be conducted through video conference, which allows seeing and hearing all participants of the General Meeting of Participants simultaneously.

7.2.7.23. The minutes shall be kept at the General Meeting of Participants, where the procedures at the General Meeting of Participants and decisions made shall be recorded. The minutes shall be signed by the Chairman of the General Meeting of Participants or another person authorized by the meeting. Each participant of the Company who took part in the General Meeting of Participants may sign the minutes.

7.2.7.24. Decisions on the issues not included in the agenda of the General Meeting of Participants shall be made only if all the participants of the Company, who unanimously consented to consider such issues, take part in the General Meeting of Participants. The authority of a proxy to grant such consent must be specially stipulated in the proxy form.

7.2.7.25. All expenses for the preparation and holding of the General Meeting of Participants shall be borne by the Company. If the General Meeting of Participants was initiated by a participant of the Company, the expenses for the preparation and holding of such General Meeting of Participants shall be borne by the participant of the Company who initiated such meeting, unless otherwise decided by the General Meeting of Participants.

7.2.7.26. The General Meeting of Participants shall be held on the territory of Ukraine. The General Meeting of Participants may be held outside the territory of Ukraine only with the unanimous written consent of all participants of the Company.

7.2.8. The decisions of the General Meeting of Participants shall be taken by open vote.

7.2.9. The decisions of the General Meeting of Participants on the issues stipulated by sub-paragraphs 7.2.4.2, 7.2.4.3, 7.2.4.13. hereof, as well as those pertaining to the alienation of the Company's property for an amount equal to fifty percent or more of the Company's property shall be made by three quarters of the votes of all participants of the Company entitled to vote on the relevant issues.

7.2.10. The decisions of the General Meeting of Participants stipulated by sub-paragraphs 7.2.4.4, 7.2.4.5, 7.2.4.9, 7.2.4.10. hereof shall be made unanimously by all participants of the Company entitled to vote on the relevant issues.

7.2.11. The decisions of the General Meeting of Participants on all other issues shall be made by the majority vote of all participants of the Company entitled to vote on the relevant issues.

A participant of the Company shall not be entitled to vote upon the adoption by the General Meeting of Participants of decisions on the issues regarding the agreement to be concluded with such participant or a dispute between such participant and the Company, unless otherwise provided by law. This rule shall not apply to the Company with single participant.

7.2.12. A participant of the Company may take part in the General Meeting of Participants by submitting written declaration of will in respect of the voting on agenda issues (absentee voting). The authenticity of the participant's signature affixed to such a document shall be certified by a notary public.

7.2.13. A participant's vote shall be counted for vote tabulation purposes on each separate issue, if the text of the document allows determining its will in respect of the unconditional voting for or against the corresponding decision on the agenda item. Such a document shall be attached to and filed with the minutes of the General Meeting of Participants.

7.2.14. The decision of the General Meeting of Participants may be made by poll.

7.2.15. The following decisions can be made by poll:

7.2.15.1. election and termination of the powers of the members of Supervisory Board and executive body;

7.2.15.2. introduction of changes hereto, decision-making on the activities of the Company based on the model charter;

7.2.15.3. spin-off, merger, split-up, consolidation, liquidation and transformation of the Company, approval of the successors' charters;

7.2.15.4. liquidation of the Company;

7.2.15.5. determining the size of the authorized capital and the size of the participants' shares in cases stipulated by the legislation;

7.2.15.6. expulsion of a participant from the Company.

7.2.16. The poll may be initiated by any participant of the Company or the Company's Director.

7.2.17. Poll initiator shall send to all participants of the Company a corresponding request with the draft decision on the proposed issue (issues). Such request shall indicate the address to which the Company's participants shall send their response and the decisions made, and the time period within which they must do so. The requests can be sent to participants with the use of electronic communications (to participants' e-mail addresses).

7.2.18. In case of agreement with the proposed decision, a participant of the Company shall sign the draft decision and send it to the initiator within 5 days from the date of receipt of the request. A participant's consent to the decision made shall be unconditional. A participant may send the consent to the decision made with the use of electronic communications (to the e-mail address of the Company's Director).

7.2.19. Poll initiator is obliged to set out in writing the decision made, attach thereto the copies of the responses of all participants of the Company and within 10 days after the expiration of the period for acceptance of responses from the Company's participants send it to all participants of the Company in the manner established for submission of requests. Poll initiator shall submit to the Company's Director the signed written decisions received from the Company's participants, to be bound, filed together and treated as the minutes of the meeting. The decision made by poll can be also drawn up in the form of a single document signed by all participants of the Company.

7.2.20. The responses received after the expiration of the specified period, or those the content of which does not enable to establish the will of a participant in respect of the issue raised by the initiator shall not be taken into account when counting the voting results on this issue.

7.2.21. A decision shall be deemed adopted if the affirmative votes are cast by all participants of the Company. The decision date shall be the last day of the period during which the participants shall send their written responses to the initiator.

7.3. The Director is the executive body of the Company.

7.3.1. The Company's Director shall manage the Company's current activities.

7.3.2. The competence of the Company's Director shall include the resolution of all issues related to the management of the Company's current activities, except for the issues falling within the exclusive competence of the General Meeting of Participants and the Supervisory Board of the Company (if any).

7.3.3. The Company's Director shall be accountable to the General Meeting of Participants and the Supervisory Board of the Company (if any) and organize the execution of their decisions.

7.3.4. The powers of the Company's Director may be terminated or he/she may be temporarily suspended from performing his/her duties only by electing a new Director or a temporary acting Director of the Company. In the event of termination of the powers of the Company's Director the contract with this person shall be deemed terminated.

7.3.5. The Company's Director shall act on behalf of the Company without a power of attorney and within his/her competence, including:

- 7.3.5.1. enters into agreements, deeds and contracts, including foreign economic ones;
- 7.3.5.2. issues powers of attorney;
- 7.3.5.3. issues orders and instructions binding on all employees;
- 7.3.5.4. has the right of the first signature of all financial documents;
- 7.3.5.5. develops current plans of the Company's activities and measures necessary to address the tasks;
- 7.3.5.6. approves the annual budget, staffing and salary of employees, establishes performance indicators, size of bonus and awarding period;
- 7.3.5.7. approves the prices for products and tariffs for services;
- 7.3.5.8. approves the regulations establishing the relations between the Company's divisions and affiliates;
- 7.3.5.9. hires and fires the Company's employees, applies incentive measures and imposes penalties;
- 7.3.5.10. submits the Company's annual report and balance sheet for approval by the General Meeting of Participants;
- 7.3.5.11. ensures the execution of the decisions made by the General Meeting of Participants;
- 7.3.5.12. substantiates the procedure for distribution of profits and cost reimbursement;
- 7.3.5.13. develops the proposals for amending hereof and other internal documents of the Company;
- 7.3.5.14. makes proposals on the establishment, reorganization and liquidation of affiliates, representative offices, other structural divisions, and develops activity plans;
- 7.3.5.15. prepares for and convenes regular and extraordinary General Meetings of Participants;
- 7.3.5.16. decides on other issues of the Company's current activities.
- 7.3.6. The Company's Director shall have the right to:
 - 7.3.6.1. dispose of the Company's property to the extent provided for hereby;
 - 7.3.6.2. act on behalf of the Company without a power of attorney, to represent it in all enterprises, institutions and organizations;
 - 7.3.6.3. conclude any agreements and other legal acts, to open settlement and other accounts with banks;
 - 7.3.6.4. perform other actions aimed at achieving the goals and objectives of the Company within his/her competence.
- 7.3.7. The Director cannot make decisions that are mandatory for the participants.
- 7.3.8. The Director shall have the right to appoint deputies.
- 7.3.9. The control over the financial and economic activities of the Company's executive body shall be exercised by the Supervisory Board, the procedure for the establishment and operation of which shall be determined by the General Meeting of Participants.

8. AUTHORIZED CAPITAL OF THE COMPANY

8.1. To ensure the operation of the Company, the authorized capital shall be formed out of the participants' contributions in the amount of UAH 84,000,000.00 (eighty four million hryvnias).

8.2. The shares shall be distributed as follows:

Name, patronymic, surname of an individual participant/ Name of a corporate participant	Size of participant's share, UAH	% in the authorized capital	Number of votes
ENERGY INTERNATIONAL GROUP CO.	84,000,000.00	100	100
TOTAL:	84,000,000.00	100	100

8.3. Each participant of the Company shall make contribution in full within one year from the date of state registration of this edition hereof.

8.4. A participant can make contribution in cash, securities, other property, unless otherwise provided by law.

9. PAYMENT OF DIVIDENDS TO THE COMPANY'S PARTICIPANTS

9.1. Dividends shall be distributed out of the Company's net profits to the persons who were the participants of the Company on the day of the decision on the payment of dividends in proportion to the size of their shares.

9.2. The Company shall pay dividends in cash, unless otherwise stipulated by a unanimous decision of the General Meeting of Participants attended by all participants.

9.3. Dividends may be paid for any period that is a multiple of the quarter, unless otherwise provided hereby.

9.4. Dividends shall be paid within a period not exceeding six months from the date of the decision on the payment of dividends, unless another period is established hereby or by the decision of the General Meeting of Participants.

9.5. The Company's officials guilty of misleading the Company's participants regarding its financial condition, in particular by attaching (or entering) incorrect information to the Company's documents that resulted in unlawful payments, shall bear, together with the participants, the joint liability for the obligation to repay the amounts having been previously paid by the Company.

9.6. Limitation of dividend distribution:

9.6.1. The Company has no right to make a decision on the payment of dividends or to pay dividends if:

1) the Company failed to settle accounts with the Company's participants in connection with the termination of their participation in the Company or with the successors of the Company's participants in accordance with the current legislation;

2) the Company's property is not sufficient to satisfy the creditor's claims under mature obligations or will not be sufficient as a result of the decision on the payment of dividends or dividend distribution.

9.6.2. The Charter may additionally provide for other conditions, under which the General Meeting of Participants cannot decide on the payment of dividends or under which dividends cannot be paid.

9.6.3. The Company is not entitled to pay dividends to a participant who failed to make contribution in full or in part.

10. ECONOMIC, FINANCIAL AND LABOR ACTIVITIES

10.1. The Company shall independently plan its activities and determine the development prospects based on the demand for the services provided and products manufactured, social development of the Company, increase in the income of the Company's participants and employees.

10.2. Profit is the main indicator characterizing the activities of the Company.

10.3. The procedure for calculating taxable profits, tax rates and other issues related to the taxation of the Company shall be regulated by the legislation of Ukraine.

10.4. The Company shall hire employees based on contracts and agreements.

10.5. The forms, systems and amount of remuneration payable to the employees shall be established by the Company in its sole discretion.

11. LABOR COLLECTIVE

11.1. The labor income of each employee shall be determined individually based on his/her personal contribution, taking into account the Company's performance indicators.

11.2. The Company shall hire employees based on contracts and agreements.

11.3. The forms, systems and amount of remuneration payable to the employees shall be established by the Company in its sole discretion.

11.4. The powers of the Company's labor collective shall be exercised by the General Meeting of Participants through elective bodies. In order to represent the interests of labor collective at the General Meeting of Participants, the labor collective may elect collective self-governance bodies, which cannot include a manager of the Company. Elections shall be conducted in a form of a secret ballot by not less than 2/3 votes. The elective body shall be elected for a term of 2 to 3 years. The members of the elective body cannot be dismissed or transferred to other positions on the initiative of the Company's management without the consent of the respective elective body of this labor collective.

11.5. Decisions on social and economic issues related to the Company's activities shall be formed and adopted by its governing bodies with the participation of the labor collective and its authorized bodies, and shall be reflected in a collective agreement. The collective agreement also regulates the issues of labor protection, industrial and labor relations of the labor collective with the Company's management.

11.6. The right to conclude a collective agreement on behalf of the Company shall be assigned to the head of the Company, and on behalf of the labor collective – to a body authorized by the collective.

12. FOREIGN ECONOMIC ACTIVITY

12.1. The Company shall carry out foreign economic activity on the basis of currency self-repayment and self-financing.

12.2. The Company shall carry out the following foreign economic activities:

12.2.1. export of design and estimate, financial and economic service;

12.2.2. export of products and services of own production;

12.2.3. export of third party products and services without the transfer of ownership;

12.2.4. export of third party products and services with the transfer of ownership;

12.2.5. import of products and services for in-house needs;

12.2.6. import of products and services for the needs, other than in-house needs, without the transfer of ownership;

12.2.7. import of products and services for the needs, other than in-house needs, with the transfer of ownership.

12.3. The Company can conduct export and import operations in respect of the products, works and services on a contractual basis, both independently and through the relevant foreign trade organizations.

12.4. The Company can use the funds in foreign currency received from the export of products (goods, works, and services) for the import of equipment, raw materials, materials and other products (goods, works, and services) necessary Company development, increase of participants' incomes, upgrade of facilities, and social welfare, unless otherwise stipulated by the current legislation of Ukraine.

12.5.3. to accelerate the technical progress, to increase the competitiveness of products and goods, works performed and services provided. The Company can establish joint ventures, international associations and organizations with enterprises and foreign entities, as well as establish its own subsidiaries and representative offices in foreign countries.

12.6.3. in order to develop effective cooperation with enterprises (organizations) of other countries, the Company may take part in the activities of international organizations, conduct international activities in accordance with the specified scope of activity.

12.7. The Company shall bear economic responsibility for the efficiency of its foreign economic activity and the efficient use of foreign currency funds for the development of the country's industry. In the event of default, the Company shall compensate for the losses to the extent of all of its property, including foreign currency funds.

12.8. To perform the statutory tasks, the Company shall independently send abroad for business trips its employees, the employees of other enterprises and organizations, which are

related to the Company based on the agreements on joint economic activities, and engage the representatives of foreign companies.

12.9. The Company shall independently determine the amount of trip allowance (daily, accommodation) for the representatives traveling abroad.

12.10. The Company shall have the right to send its employees abroad for the improvement of their qualifications and training.

13. ACCOUNTING AND REPORTING

13.1. The Company shall keep record of its performance results, maintain operational, accounting, tax accounting and statistical reporting, submit reports to the public authorities and bear responsibility for their reliability.

13.2. The Company shall maintain operational, accounting, tax accounting and statistical reporting in accordance with the regulations in force in Ukraine. The procedure for document circulation in the Company, its subsidiaries, affiliates, representative offices and other structural divisions is established by the Company's Director.

13.3. Responsibility for accounting, timely submission of accounting, tax and other reporting shall be assigned to the Company's Chief Accountant, whose competence is determined by the current legislation.

13.4. The Company's operating year shall be from 1 January to 31 December, inclusive.

13.5. The annual report on the Company's operations and balance sheet shall be drawn up within the period prescribed by the legislations, and shall be submitted for approval by the General Meeting of Participants together with the findings of the Audit Committee.

13.6. The Company's activities shall be audited and inspected by the Audit Committee and, in the manner established by law, by public authorities and audit firms within their competence. The audits and inspections shall not disturb the Company's normal operation.

13.7. The profits and expenses shall be distributed in accordance herewith and the current legislation of Ukraine.

14. FORCE MAJEURE

14.1. The Company and the participants shall not be held responsible for non-fulfillment (in full or in part) of their obligations hereunder as a result of force majeure, actions of state authorities, other circumstances beyond the control of a participant, or those arising after the execution hereof, if such circumstances prevent the Company and the participants from the performance of their obligations in accordance herewith.

14.2. The period of performance of the obligations hereunder shall be postponed in proportion to the duration of such circumstances and their consequences.

14.3. An affected participant shall immediately notify other participants thereof. The notice shall contain the information about the nature of such circumstances and, if possible, the estimated influence on the participant's performance hereunder and the period thereof.

14.4. A certificate issued by a competent authority or organization of the relevant country shall be a sufficient evidence of occurrence and termination of the above circumstances.

14.5. Upon occurrence of force majeure, a participant shall immediately notify the Company or other participants in writing. The notice shall contain the expected period of performance hereunder.

14.6. In case of a failure to send the notice or untimely sending of the notice provided for in sub-paragraphs 14.3., 14.5. hereof, the participant shall reimburse the damages incurred by other participants as a result of such failure or untimely notice.

15. CESSATION OF THE COMPANY'S ACTIVITIES

15.1. The Company shall be wound up upon the transfer of all property, rights and obligations to other legal entities (successors) by way of spin-off, merger, split-up, consolidation, liquidation and transformation of the Company.

15.2. The Company shall be subject to voluntary winding-up by decision of the General Meeting of Participants in the manner and on the terms and conditions established by the legislation of Ukraine. Other grounds and procedures for winding up shall be established by law.

16. CONFIDENTIALITY

16.1. The Company's participants are obliged to maintain strict confidentiality of the technological, financial, commercial and other information received from another party, and shall take all possible measures to protect the information received from disclosure, including by the former and current employees of the Company.

16.2. Confidentiality provisions shall not apply to:

16.2.1. the information, which at the time of its disclosure was publicly available through no fault of a participant;

16.2.2. the information, which was known to a participant from external sources before its disclosure by another participant;

16.2.3. the information disclosed in response to an official request received from government agencies, courts or other bodies to which the participants are accountable.

16.3. The scope and nature of information that is not subject to disclosure is determined by the General Meeting of Participants at the request of the Company's Director.

17. FINAL PROVISIONS

17.1. If one of the provisions hereof becomes null and void, this does not apply to the rest of the provisions hereof. An invalid provision shall be replaced by a new legally permissible provision, or deleted.

17.2. The Company's Charter shall be set forth in writing, bound, numbered and signed by the Company's participants, their authorized representatives, the Chairman and the Secretary of the General Meeting of Participants (in case of such a decision made by the General Meeting of Participants). The authenticity of signatures affixed hereto shall be certified by a notary public.

17.3. Any amendments and additions hereto shall be made by the decision of the General Meeting of Participants and shall come into force in accordance with the established procedure. The amendment hereof shall be executed by drafting a revised version hereof.

SIGNATURE OF THE PARTICIPANT:

ENERGY INTERNATIONAL GROUP CO., incorporated in the United States under the laws of the State of Illinois on 21 November 2017, registered at 425, Huehl Road 4B, Northbrook, Illinois, 60062, represented by Ernest Gurgenvych Malyshev acting on the basis of the Power of Attorney dated 15 April 2019, certified by Rachel Sapozhnikova, a notary public of Illinois, on 15 April 2019; the Apostille is certified in Chicago, Illinois, on 15 April 2019 by Jess White, a Secretary of the State of Illinois, under No. C19FL027985.

[signature]

[seal:] Energy International Group Co., USA * 82-3525992 * Energy International Group Co.

The city of Kyiv, Ukraine, the eighth of May two thousand nineteenth.

I, T.V. Sakhman, a private notary of the Kyiv city notary district, hereby certify the authenticity of the signature of Russian citizen Ernest Gurgenovych Malyshev, an authorized representative of ENERGY INTERNATIONAL GROUP Co., affixed in my presence.

The representative proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Registered in the register under No. [handwritten:] 1752

Charged under Article 31 of the Law of Ukraine "On Notaries"

Private notary [signature] T.V. Sakhman

[seal:] Tetiana Viktorivna Sakhman * Private Notary * Kyiv city notary district

[seal:] Total bound, numbered and sealed [handwritten:] 13 (thirteen) sheets

[seal:] Tetiana Viktorivna Sakhman * Private Notary * Kyiv city notary district

[signature]