

**Schedule 3, Part B Certification and Agreement of Persons Surrendering Regulation S
GDRs for the Purpose of Withdrawal of Regulation S Deposited Property Pursuant to
Clause 3 of the Regulation S Deposit Agreement and Condition 2**

Citibank, N.A.
GDR Department
111 Wall Street, 15th Floor
New York, New York 10043
United States of America

Re: EN+ Group IPJSC

We refer to the Regulation S Deposit Agreement dated 3 November 2017, as amended and restated on 9 July 2019, and as further amended and supplemented prior to the date hereof (the “**Deposit Agreement**”), between EN+ Group IPJSC, a company organised under the laws of the Russian Federation (the “**Company**”), and Citibank, N.A. as Depositary thereunder. Capitalised terms used but not defined herein shall have the meanings given to them in the Deposit Agreement. The terms of this Certification and Agreement shall be governed by the laws of the State of New York.

1. We are surrendering Regulation S Global Depositary Receipts (the “**Regulation S GDRs**”) in accordance with the terms of the Deposit Agreement or giving withdrawal instructions through Euroclear or Clearstream in accordance with the Deposit Agreement for the purpose of withdrawal of the Regulation S Deposited Property represented by the Regulation S GDRs pursuant to Clause 3 (*Appointment of Depositary and Custodian, Deposit and Withdrawal of Shares*) of the Deposit Agreement and Condition 2 (*Withdrawal of Deposited Property*).

2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Regulation S GDRs and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Act**”), or with any securities regulatory authority in any state or other jurisdiction of the United States and that the Shares, the Regulation S GDR Certificates and the Regulation S GDRs may not be offered, sold, pledged or otherwise transferred except in accordance with the restrictions on transfer set forth herein and the Deposit Agreement.

3. We certify that either:

(a) We are not a U.S. Person (as defined in Regulation S and hereinafter used as so defined) and we are located outside the United States (as defined in Regulation S and hereinafter used as so defined), and either:

(i) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares in an “offshore transaction” (as defined in Regulation S under the Act) to persons other than U.S. Persons (as such term is defined in Regulation S under the Act) in accordance with Regulation S, and we are, or prior to such sale or other transfer we were, the beneficial owner of the Regulation S GDRs, or

(ii) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred the Regulation S GDRs or the Shares to a Qualified Institutional Buyer in accordance with Rule 144A, and accordingly, we are separately giving instructions to the Depositary to deliver the Shares to the custodian under the Rule 144A Deposit Agreement for deposit thereunder and issuance of Rule 144A GDR(s) upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of such Rule 144A Deposit Agreement and we are, or prior to such sale or other transfer we were, the beneficial owner of the Regulation S GDRs, or

(iii) we will be the beneficial owner of the Shares upon withdrawal, and, accordingly, we agree that, prior to the expiration of forty (40) days after the later of the commencement of the offering of the Regulation S GDRs and the Rule 144A GDRs on behalf of the Company and/or any Affiliate (as defined in Rule 144 under the Act and hereinafter used as so defined) thereof and the last closing in respect of such offering, we will not offer, sell, pledge or otherwise transfer the Shares except (A) to a person whom we (and anyone acting on our behalf) reasonably believe is a Qualified Institutional Buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, or (B) outside the United States to a person other than a U.S. Person (as such term is defined in Regulation S under the Act) in accordance with Regulation S.

OR

(b) We are a Qualified Institutional Buyer acting for our own account or for the account of one or more Qualified Institutional Buyers; we have agreed to acquire (or it has agreed to acquire), the Regulation S GDRs or the Shares in a transaction which we understand is being made in reliance upon Rule 144A, and, accordingly, we (or it) are separately taking all action necessary to cause the Shares being withdrawn to be deposited under the Rule 144A Deposit Agreement for issuance of Rule 144A GDR(s).

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in above paragraph 3(a)(iii).

Very truly yours,

[NAME OF CERTIFYING ENTITY]

By: _____

Name: _____

Title: _____

Date: _____