

FOUNDATION DECLARATION OF OWNERSHIP AND BENEFIT
FOR
BARITON CONSULTANTS LTD.
REGISTERED IN THE BRITISH VIRGIN ISLANDS
(“THE COMPANY”)

THIS DECLARATION is made by the following Parties:

The **Protector** of the specific Foundation’s assets referred to in this document, hereinafter called the “Protector” namely:

Mr. Victor Zvagelskiy and Mr. Leonid Vigdorovich

who acts under exclusive instruction from the Company’s beneficial owner(s), **and**

BROTHERHOOD FOUNDATION organised in accordance with the laws of the Republic of Panama, (hereafter called the “**Foundation**”), which acts through its sole Foundation Council Member, Charitable and Goodwill Corp., a corporation organised under the laws of the Republic of Panama.

THIS DOCUMENT evidences the fact that the following has been declared:

FIRST: ASSETS

This declaration is made with respect only to the following specific asset(s), which shall be part of the Foundation’s assets and consist of:

Share Certificate(s) No(s) 3 and 4 for 25’000 share(s) each with no par value, (hereinafter referred to as the “**Share Certificate(s)**”) of the Company named BARITON CONSULTANTS LTD., incorporated in accordance with the laws of The British Virgin Islands under BC number 1386181, on 12th February 2007 and hereinafter referred to as the “**Company**”.

SECOND: DIVIDENDS/BENEFITS

The Foundation expressly declares it is the shareholder of the Company, but only nominally. Any dividends and any other benefits arising in respect of the Share Certificate(s), as well as voting rights at meetings of the Company shall be paid and or exercised in such manner as the Protector shall direct, and always for the benefit of the beneficiary(ies).

THIRD: BENEFICIARIES

This declaration is made on the understanding that the First Beneficiary(ies) is(are):

Mr. Victor Zvagelskiy and Mr. Leonid Vigdorovich

Only the Protector is able to change beneficiaries or appoint new ones, and only the Protector will have direct communications and a continuing relationship with any new Beneficiary(ies) appointed.

Therefore, the Protector shall always be in a position to fully identify such new Beneficiary(ies), if any, and is obliged to duly produce names, addresses, identification documents and letters of reference of that/those Beneficiary(ies) to the Foundation, if so requested.

FOURTH: SHARE CERTIFICATES

The Protector undertakes the responsibility of the custody of the Share Certificate(s) that constitute(s) the specific Foundation's assets that is/are the object hereof, and declares that the right inherent thereto shall be exercised only upon the Protector's specific instructions.

The Protector declares that at the termination of the present contract, he/she/it undertakes to formally assign and transfer the Share Certificate(s) that constitute(s) the object hereof, through endorsement or a separate transfer, in favour only of the Foundation's Beneficiary(ies) and to deliver the respective Share Certificate(s) or Transfer Form to the Company's Board of Directors for the respective registration.

FIFTH: DUTIES

In particular, the Foundation undertakes, only upon request by the Protector, to do the following:

- (A) To participate at shareholder meetings, personally or through the intermediary attorneys in fact, and to cast votes in strict compliance with the Protector's instructions.
- (B) To order the Company's Board of Directors, or respective internal body, to pay at any time and from time to time, dividends on the shares that are the object hereof, to such person(s) as the Protector shall designate.
- (C) To keep copy(ies) of the Share Certificate(s).
- (D) To keep the Share Certificate(s) separate from other assets of the Foundation, so that such Share Certificate(s) may be identified as part of the assets under the Protector's exclusive control.

SIXTH: INDEMNITY CLAUSE

The Protector declares that he/she/it undertakes to indemnify the Foundation against any juridical consequences and/or expenses that it may incur for having the Share Certificate(s) in the Foundation's name and allowing the Protector to keep its custody.

SEVENTH: TERMINATION

The termination date shall be the one the Protector notifies to the Foundation. The Protector shall then transfer the Share Certificate(s) of this specific Foundation's assets to the Beneficiary(ies).

If, for any reason, the Protector cannot be located or becomes incapacitated or dissolved or wound-up, the Foundation shall be empowered to receive instructions from the Beneficiary(ies) of the specific Foundation's assets referred to in this document, subject to the disclosure of any reasonable evidence of beneficial entitlement the Foundation shall see fit.

EIGHTH: PROPER LAW

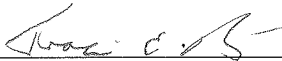
The present document is constituted in accordance with the laws of the Republic of Panama.

NINTH: LEGAL ADVICE

The law firm of MF LEGAL SERVICES, located at Mossfon Building, 2nd Floor, 54th Street, Panama City, Republic of Panama, may be consulted by the Foundation for legal advice.

IN WITNESS WHEREOF this document is signed by the Foundation in the City of Panama, Republic of Panama, this 30th day of April 2009.

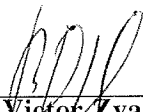
On behalf of
Charitable and Goodwill Corp.,
Sole member of the Foundation's Council of
BROTHERHOOD FOUNDATION



Francis Pérez, Director


Leticia Montoya, Director

IN WITNESS WHEREOF this document is signed in the city of Moscow, by the Protector this 18 May 2009

I acknowledge receipt of this document and confirm my approval of the text and general intent of the instrument, and confirm its use in the structuring of the shareholding nominees of BARITON CONSULTANTS LTD..


Mr. Victor Zvagelskiy


Mr. Leonid Vigdorovich