

Approved
By the decision of the General Meeting of Participants of URANENERGO LLP
(Minutes No. 02-2023 dated 10 october 2023)

**THE CHARTER OF
URANENERGO
LIMITED LIABILITY PARTNERSHIP**

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This Charter of URANENERGO Limited Liability Partnership (hereinafter referred to as the "Charter") is developed in accordance with the legislation of the Republic of Kazakhstan. URANENERGO Limited Liability Partnership (hereinafter referred to as the "Partnership") is a legal entity under the laws of the Republic of Kazakhstan. The partnership belongs to the category of a large business entity, with the average annual number of employees of more than two hundred and fifty people.

1. DEFINITIONS

In this Charter, the following terms have the following meanings assigned to them:

The "Affiliated Person" of URANENERGO Limited Liability Partnership is recognized as individuals or legal entities (with the exception of state bodies exercising control and supervisory functions within the powers granted to them) that have the ability to directly and (or) indirectly determine decisions and (or) influence on decisions made by each other (one of the persons), including by virtue of the concluded transaction.

"Contribution"- contribution made by the Participant to the Authorized Capital of the Partnership;

"General Director" - the General Director of the Partnership, the sole executive body of the Partnership;

"Officials" - members of the Supervisory Board and the General Director;

"Share" - share in the authorized capital and in the value of the property of the Partnership;

"Interested persons"- (1) Officials, (2) Participant, if said person, as well as his spouse, parents, children, siblings and his Affiliated Persons; (I) are a party to the transaction or participate in it as a representative or intermediary; (II) are Affiliated Persons of a legal entity that is a party to the transaction or participates in it as a representative or intermediary, including owning ten (10) or more percent of the voting shares (interests, participation units) of such a legal entity;

NAC Kazatomprom JSC / NAC - National Atomic Company Kazatomprom Joint Stock Company, a participant of the Partnership;

"RK"- The Republic of Kazakhstan;

"General Meeting" - general meeting of the Participants of the Partnership;

"Transfer" - sale, transfer, assignment or other alienation;

"Charter" - this Charter of the Partnership;

"Authorized Capital" - the Authorized Capital of the Partnership;

"Participants" - legal entities specified in Chapter 4 of this Charter;

"Constituent Documents" - this Charter of the Partnership and the Memorandum of Association, which may be changed, replaced or updated from time to time;

"Memorandum of Association" - Memorandum of Association of the Partnership concluded on December 07, 2020 between the Participants;

2. NAME OF THE PARTNERSHIP

2.1. The Partnership has the following full name:

- in the state language: «УРАНҚУАТ» жауапкершілігі шектеулі серіктестігі;
- in Russian: Товарищество с ограниченной ответственностью «УРАНЭНЕРГО»;
- in English: URANENERGO Limited Liability Partnership.

2.2. The abbreviated name of the Partnership will be:

- in the state language: «УРАНҚУАТ» ЖШС;
- in Russian: ТОО «УРАНЭНЕРГО»;

• in English: URANENERGO LLP.

3. LOCATION AND LEGAL ADDRESS OF THE PARTNERSHIP

3.1. Location of the Partnership: 160011, 60, Tolstoy str., Al-Farabi district, Shymkent, the Republic of Kazakhstan.

3.2. Legal address of the Partnership: 161006, building 159, quarter 059, Kyzemshek village, Suzak district, Turkestan region, the Republic of Kazakhstan.

4. PARTICIPANTS OF THE PARTNERSHIP

4.1. The Participants of the Partnership are:

1) National Atomic Company Kazatomprom Joint Stock Company, a legal entity established and operating in accordance with the legislation of the Republic of Kazakhstan, having the following legal address: 17/12, Syganak str., Nura district, Astana, the Republic of Kazakhstan, certificate of state registration No. 41031-1901-AO dated August 23, 2011, BIN 970 240 000 816, KZ356010131000049659 in Halyk Bank of Kazakhstan JSC, BIC HSBKKZKX (hereinafter - NAC);

2) Akbastau Joint Venture Joint Stock Company, hereinafter referred to as Akbastau JV JSC, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161000, building 67, Zhibek Zholy str., Sholakkorgan village, Suzak district, Turkestan region, the Republic of Kazakhstan, registered in the Office of Justice of the Suzak District of the Department of Justice of the Turkestan Region, bank details: BIC HSBKKZKX, IIC KZ706010291000315771 in the Halyk Bank of Kazakhstan, Shymkent, BIN 061140001976, Beneficiary Code 17, OKPO code 40925392, CCEA – 07210;

3) Kyzylkum Limited Liability Partnership, hereinafter referred to as Kyzylkum LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 120302, Baikenzhe village, Zhanakorgan district, Kyzylorda region, the Republic of Kazakhstan, registered in the Office of Justice of Zhanakorgan district of Kyzylorda region, bank details: IIC KZ6060102010000435531 in Halyk Bank Kazakhstan JSC, BIC HSBKKZKX, BIN 050540001926;

4) Inkai Joint Venture Limited Liability Partnership, hereinafter referred to as Inkai JV LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161000, 194, quarter 021, Saryzhaz village, Karatau rural district, Suzak district, Turkestan region, the Republic of Kazakhstan, registered in the Department of Justice of the Suzak district of the Turkestan region on December 07, 1998 (certificate of state registration No. 9783-1958-TOO dated December 07, 1998), bank details: IIC IBAN: KZ7383201TO200211006 in Citibank Kazakhstan JSC CITIKZKA, BIN 960340001136;

5) SOUTHERN MINING AND CHEMICAL COMPANY JOINT VENTURE Limited Liability Partnership hereinafter referred to as SMCC JV LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161006, apt. 36, 23, microdistrict 1, Kyzemshek village, Suzak district, the Republic of Kazakhstan, registered in the Office of Justice of the Suzak District of the Department of Justice of the Turkestan Region, bank details: BIN 40840001183, IBAN KZ 156010131000247899 at Halyk Bank of Kazakhstan JSC, BIC HSBKKZKX Beneficiary Code 17;

6) ORTALYK Producing Enterprise Limited Liability Partnership, hereinafter referred to as ORTALYK PE LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161007, building 28, quarter 033, Sozak village, Suzak district, Turkestan region, the Republic of Kazakhstan, registered in the Department of Suzak district for registration and land cadastre of the branch of the non-profit Joint Stock Company "State Corporation "Government for Citizens" in the Turkestan region, bank details: IIC KZ396017131000006654, KZKOKZKX, Beneficiary Code 17, in Halyk Bank of Kazakhstan JSC, BIN 110240020102;

7) Appak Limited Liability Partnership, hereinafter referred to as Appak LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161008, building No. 1, quarter 051, Karakur village, Suzak district, Turkestan region, the Republic

of Kazakhstan, registered in the Department of Suzak district for registration and land cadastre of the branch of the non-profit Joint Stock Company "State Corporation "Government for Citizens" in the Turkestan region, bank details: IIC KZ316010291000262153 in Halyk Bank of Kazakhstan JSC, BIC HSBKKZKX, BIN050740000945;

8) Baiken-U Limited Liability Partnership, hereinafter referred to as Baiken-U LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 120302, 5, Kalkoz Sirgebayuly str., Baikenzhe village, Zhanakorgan district, Kyzylorda region, the Republic of Kazakhstan, registered in the Office of Justice of the Zhanakorgan region on November 24, 2009, bank details: IIC KZ106010201000130761 Halyk Bank of Kazakhstan JSC, BIC HSBKKZKX, BIN 060340009857;

9) Karatau Limited Liability Partnership, hereinafter referred to as Karatau LLP, which is a legal entity in accordance with the legislation of the Republic of Kazakhstan, located at the address: 161003, 192, quarter 021, Saryzhaz village, Karatau rural district, Suzak district, Turkestan region, the Republic of Kazakhstan, registered in the Office of Justice of the Suzak region of the Department of Justice of the Turkestan region on July 19, 2005, BIN 050740004185, bank details: IIC KZ096010291000245574 in the Shymkent Branch of Halyk Bank of Kazakhstan JSC, BIC HSBKKZKX, BIN 94014100 0043.

5. DURATION OF THE PARTNERSHIP

5.1. The Partnership was established for an indefinite period.

5.2. The Partnership is created and will operate until the General Meeting of Participants of the Partnership or the competent authorities of the Republic of Kazakhstan makes a decision on its liquidation or reorganization in accordance with the legislation of the Republic of Kazakhstan.

6. TYPES AND OBJECTIVES OF ACTIVITIES OF THE PARTNERSHIP

6.1. The Partnership is created to carry out the following main activities:

6.1.1. Electricity transmission (CCEA code 35121);

6.1.2. Distribution of electricity (CCEA code 35130);

6.1.3. Production of electricity by wind power plants (CCEA code 35114);

6.1.4. Other electrical work (CCEA code 43219);

6.1.5. Insulation works (CCEA code 43291);

6.1.6. Start-up and adjustment of the installed equipment (CCEA code 43299);

6.1.7. Collection, treatment and distribution of water (CCEA code 36000);

6.1.8. Wastewater collection and treatment (CCEA code 37000);

6.1.9. Construction of pipelines for water supply and sewerage systems (CCEA code 42212);

6.1.10. Construction of power lines and telecommunications (CCEA code 42220);

6.1.11. Construction of water facilities (CCEA code 42910);

6.1.12. Software maintenance (CCEA code 62012);

6.1.13. Consulting and practical services in the field of information technology (CCEA code 62021);

6.1.14. Renting and management of own real estate (CCEA code 68201);

6.1.15. Lease (sublease) and operation of leased real estate (CCEA code 68202);

6.1.16. Activities of parent companies related to the implementation of the state policy of industrial and innovative development (CCEA code 70101);

6.1.17. Activities of other institutions carrying out technical tests and analyzes (CCEA code 71209);

6.1.18. Activities of organizations established by national companies to provide technical and support personnel for servicing strategic facilities (CCEA code 78302);

6.1.19. Technical dispatching of supply to the network and consumption of electrical energy, organization of balancing the production and consumption of electrical energy (CCEA code 35122);

6.2. The partnership may carry out other types of activities permitted by legislative acts.

6.3. The main goal of the Partnership is to obtain net income from economic activities in the interests of its participants.

6.4. To achieve the goals, the Partnership may, within the limits permitted by the legislation of the Republic of Kazakhstan:

6.4.1. create subsidiaries, branches and representative offices in the Republic of Kazakhstan and abroad;

6.4.2. create enterprises separately or jointly with other legal entities or individuals;

6.4.3. import and export goods, services, equipment and materials necessary for the implementation of its economic activities;

6.4.4. provide all types of guarantees;

6.4.5. pledge, sell, lease or otherwise encumber or otherwise dispose of the property or assets of the Partnership, or any part thereof;

6.4.6. organize and take part in exhibitions and auctions in the Republic of Kazakhstan and abroad;

6.4.7. independently conclude contracts and agreements with legal entities and individuals, engage in commercial and economic activities and assume obligations of any kind in the Republic of Kazakhstan and abroad;

6.4.8. acquire, own, design, build, equip, restore, adapt and/or sell or otherwise dispose of all types of property, whether movable or immovable, tangible or intangible, including, without limitation, land, buildings, structures, equipment, shares and other security rights in property, as well as to exercise the rights of possession, disposal, use and placement of their property in accordance with the legislation of the Republic of Kazakhstan;

6.4.9. open, maintain and use bank accounts in the Republic of Kazakhstan and, if permitted by the legislation of the Republic of Kazakhstan, in other countries, both in tenge and in foreign currency;

6.4.10. conclude employment and management contracts;

6.4.11. issue bonds in the manner prescribed by the legislation of the Republic of Kazakhstan;

6.4.12. to introduce at their own expense additional, in comparison with those provided for in the legislation of the Republic of Kazakhstan, labor and/or social benefits for the team and/or individual employees of the Partnership;

6.4.13. in the manner prescribed by legislation, make long-term investments in securities of other legal entities, authorized capital of legal entities in the territory of the Republic of Kazakhstan and abroad, other investments in order to receive long-term income on them in the manner established by the legislation of the Republic of Kazakhstan;

6.4.14. carry out other activities necessary for the Partnership to achieve its goals.

6.5. All types of activities subject to licensing in the Republic of Kazakhstan are carried out only after obtaining an appropriate license, permit or consent in accordance with the legislation of the Republic of Kazakhstan.

6.6. The Partnership carries out its activities on the principles of self-financing and self-sufficiency in accordance with the production, financial and other plans of the Partnership.

6.7. The Partnership has the right to participate in foreign economic activity in accordance with the legislation of the Republic of Kazakhstan.

7. LEGAL STATUS OF THE PARTNERSHIP

7.1. The Partnership acquires the rights of a legal entity from the moment of its state registration. The Partnership has economic, financial, organizational and legal independence, is autonomous and self-governing, has the right to maintain bank accounts in foreign currency and in the currency of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan, maintains accounting documents, balance sheets, reports of net income, income and losses, financial, statistical and other reports in accordance with the legislation of the Republic of Kazakhstan. The Partnership has the right to act as a plaintiff, defendant or any party in any proceedings in any court or arbitration,

initiate, defend, participate in or settle any legal, administrative or arbitration processes both in the territory of the Republic of Kazakhstan and abroad.

7.2. The Partnership in its activities is guided by the Constitution, the Civil Code, the Law of the Republic of Kazakhstan "On Partnerships with Limited and Additional Liability", other regulatory legal acts of the Republic of Kazakhstan, the Memorandum of Association and this Charter.

7.3. The Partnership has the right to dispose, own, use and manage its property, as required for its economic activities in accordance with its objectives and this Charter.

7.4. The partnership is liable for its obligations to the extent of its property. The Partnership is not liable for the obligations of the Participants. Participants bear the risk of losses associated with the activities of the Partnership, within the value of their Contributions, except as otherwise provided by the legislation of the Republic of Kazakhstan. Participants who have made their Contributions incompletely shall be jointly and severally liable for the obligations of the Partnership within the value of the unpaid part of the Contribution of each of such Participants. No Participant shall be liable for the obligations of other Participants, unless otherwise agreed by the Participants in writing.

7.5. The Partnership has a seal, a stamp and a letterhead.

7.6. Branches operate on the basis of regulations approved by the General Meeting of Participants. The head of a representative office or branch acts on the basis of a power of attorney issued by the Partnership.

7.7. The Partnership is the owner of the property transferred to it by the Participants, as well as the property acquired in the course of its activities. The Partnership, in accordance with the legislation of the Republic of Kazakhstan, owns, uses and disposes of the property owned by it in accordance with the Charter. The sources of the Partnership's property are monetary and property contributions made by the Participants, income received from the sale of products, works and services (as well as other types of economic activity), loans, income from securities and other sources not prohibited by the legislation of the Republic of Kazakhstan.

7.8. The Partnership carries out its activities and activities to achieve its goals in compliance with the legislation of the Republic of Kazakhstan and strict standards of business ethics, as well as environmental protection requirements.

7.9. The property of the Partnership must be properly insured under the laws on compulsory insurance, and the General Director must issue the necessary insurance policies in Kazakhstan or in a foreign insurance agency on a competitive basis and in accordance with the requirements of the legislation of the Republic of Kazakhstan.

8. RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS OF THE PARTNERSHIP

8.1. Participants have the right to:

8.1.1. participate in the management of the affairs of the Partnership in the manner prescribed by the legislation of the Republic of Kazakhstan and this Charter;

8.1.2. receive information about the activities of the Partnership and get acquainted with its accounting and other documentation in the manner prescribed by the Charter;

8.1.3. challenge in court the decisions of the bodies of the Partnership that violate their rights provided for by the legislation of the Republic of Kazakhstan and (or) the Charter;

8.1.4. receive income from the activities of the Partnership, take part in the distribution of net income in accordance with the legislation of the Republic of Kazakhstan, the Constituent Documents and decisions of the General Meeting of the Partnership;

8.1.5. in the event of liquidation of the Partnership, receive the value of the part of the property remaining after settlements with creditors or, by agreement of all the Participants, part of its property in kind;

8.1.6. terminate participation in the Partnership by alienating its Share in the manner prescribed by the legislation of the Republic of Kazakhstan.

8.1.7. apply to the Partnership with written inquiries about its activities and receive reasoned answers within the period established by the internal legal documents of the Partnership;

8.1.7. elect and be elected to the bodies of the Partnership;

8.1.8. get acquainted with the results of inspections of the Partnership's activities by authorized state bodies of the Republic of Kazakhstan and/or authorized representatives of the Participants of the Partnership;

8.1.9. submit to the General Meeting of the Participants of the Partnership and/or raise with the General Director of the Partnership the issue of dismissal of officials of the Partnership and/or heads of structural and/or separate subdivisions of the Partnership;

8.1.10. demand an audit of the Partnership at their own expense;

8.1.11 enjoy the right of priority over third parties to purchase the Participant's share or its part when sold by any of the Participants;

8.1.12. the above rights of the Participants of the Partnership are not exhaustive. Participants of the Partnership may enjoy other rights provided for by the legislation of the Republic of Kazakhstan and the constituent documents of the Partnership. Any decisions of the Partnership aimed at restricting the above rights of the Participants of the Partnership are invalid.

8.2. Participants are obliged to:

8.2.1. comply with the requirements of the Constituent Documents;

8.2.2. make contributions to the Authorized Capital of the Partnership in the manner, amount and within the time limits stipulated by the Constituent Documents;

8.2.3. not to disclose information that the Partnership has declared a trade secret;

8.2.4. notify the executive body of the Partnership in writing about the change in the name and location;

8.2.6. fully and properly fulfill their obligations to the Partnership;

8.2.7. provide the Partnership with all kinds of help and assistance in the implementation of entrepreneurial activities;

8.2.8. help reduce the current expenses of other Participants of the Partnership related to the activities of the Partnership;

8.2.9. refrain, including, but not limited to, from any decisions and/or actions (inaction) that may cause losses (actual damage or lost profits) to the Partnership or harm its (Partnership's) business reputation;

8.3. Participants of the Partnership may have (bear) other rights (obligations) provided for by the memorandum of association and legislative acts of the Republic of Kazakhstan.

9. AUTHORIZED CAPITAL OF THE PARTNERSHIP

9.1. The authorized capital of the Partnership is twenty three billion seven hundred sixty million one hundred eighty two thousand ninety six (23,760,182,096) tenge.

9.2. The authorized capital of the Partnership is formed by combining the contributions of the Participants of the Partnership. Contributions can be buildings, structures, equipment, vehicles, securities, other property or property rights (including rights to the results of intellectual activity, if permitted by the legislation of the Republic of Kazakhstan) or any other rights that have a monetary value, as well as deposits in tenge and foreign currency. The monetary value of the Contributions is determined in accordance with the legislation of the Republic of Kazakhstan.

9.3. Contributions are made by the Participants in the manner specified in the Memorandum of Association and the legislation of the Republic of Kazakhstan.

9.4. The Partnership is the owner of the property that is contributed to the authorized capital of the Partnership as a contribution, property received as a result of its entrepreneurial activity, as well as property acquired on other grounds that do not contradict the legislation of the Republic of Kazakhstan.

10. INCREASE IN THE AUTHORIZED CAPITAL OF THE PARTNERSHIP

10.1. The Partnership may increase or decrease the size of the Authorized Capital. The increase in the Authorized Capital can be carried out at the expense of (I) the equity capital of the Partnership,

including at the expense of its reserve capital, (II) additional contributions to the Authorized Capital made by all Participants on a pro rata basis, (III) additional contributions to the Authorized Capital made by some of the Participants (but not all) with the prior consent of all other Participants or (IV) from the Contributions of new Participants. Changes in the size of the Authorized Capital and the Transfer of Shares to additional Participants are subject to approval by the general meeting. If the General Meeting decides to increase the Share Capital by means of additional Contributions, each Participant shall have the right to make additional Contributions to the Share Capital in the amount and within the time limits determined by such General Meeting. An increase in the Authorized Capital in accordance with clauses (I) and (II) of this clause of the Charter does not entail a change in the proportion of shares owned by the Participants and is proportional to the shares of each Participant of the Partnership.

10.2. An increase in the authorized capital is allowed only after its full payment.

10.3. The Partnership notifies the relevant state bodies within three (3) months from the date of the decision of the General Meeting on the increase in the authorized capital. No additional Shares may be granted until such notice of the increase in the Share Capital has been received.

10.4. By the time of notice, Contributions in the amount of at least fifty percent (50%) of the amount by which the Authorized Capital was increased must be made.

11. DECREASE IN THE AUTHORIZED CAPITAL OF THE PARTNERSHIP

11.1. A decrease in the Authorized Capital may be carried out by a proportional reduction in the size of the Contributions of all Participants or by full or partial redemption of the Shares of individual Participants.

11.2. In the event of a decrease in the Authorized Capital by means of the repurchase of a Participant's Share, the Shares of the other Participants shall change proportionately.

11.3. In accordance with the legislation of the Republic of Kazakhstan, the reduction of the authorized capital can be carried out only after informing all the creditors of the Partnership.

12. BODIES OF THE PARTNERSHIP

The bodies of the Partnership are:

- The supreme body is the General Meeting of its Participants (hereinafter referred to as the General Meeting);
- Supervisory body – Supervisory Board;
- Executive body - General Director;

13. GENERAL MEETING

13.1. The supreme body of the Partnership is the General Meeting. The General Meeting has the right to consider any issues related to the activities of the Partnership. The General Meeting elects the chairman of the General Meeting by a simple majority of votes.

13.2. The exclusive competence of the General Meeting of Participants includes:

13.2.1. Amending the Charter of the Partnership, including changing the size of its Authorized Capital, location and company name, or approving the Charter of the Partnership in a new revision;

13.2.2. Election of the General Director of the Partnership and early termination of his powers;

13.2.3. Deciding on the transfer of the Partnership or its property to trust management and determining the conditions for such transfer;

13.2.4. Election and early termination of powers of members of the Supervisory Board, determination of the amount of remuneration for members of the Supervisory Board;

13.2.5. Approval of the annual financial statements of the Partnership and distribution of net income;

13.2.6. Determination of an audit organization to audit the annual financial statements of the Partnership;

13.2.7. Approval of the following documents regulating the internal activities of the Partnership:

- 1) Regulations on the Supervisory Board;
- 2) Regulations on the General Meeting of Participants;
- 3) Regulations on a branch or representative office.

13.2.8. Decision on participation of the Partnership in other economic partnerships, as well as in non-profit organizations;

13.2.9. Decision on reorganization or liquidation of the Partnership;

13.2.10. Appointment of the Liquidation Commission and approval of liquidation balance sheets;

13.2.11. Decision on the compulsory buyout of the Share from the Participant of the Partnership in accordance with the legislation of the Republic of Kazakhstan;

13.2.12. Acquisition of Share(s) by the Partnership;

13.2.13. Decision on the pledge of all or part of the property of the Partnership;

13.2.14. Decision on making additional contributions to the property of the Partnership in accordance with the legislation of the Republic of Kazakhstan;

13.2.15. Creation of the Reserve Capital and other funds of the Partnership;

13.2.16. Making a decision to approve the conclusion by the Partnership of a transaction or a set of interrelated transactions, as a result of which (which) the Partnership alienates (may be alienated) property, the value of which is fifty-one or more percent of the total book value of the Partnership's assets;

13.2.17. The decision to create and close branches and representative offices of the Partnership;

13.2.18. The General Meeting, unless otherwise provided by the Charter of the Partnership, has the right to delegate powers that are not within its exclusive competence to the Executive Body or the Supervisory Board of the Partnership;

13.2.19. The General Meeting, regardless of how its exclusive competence is defined in the Charter of the Partnership, has the right to take into consideration any issue related to the activities of the Partnership.

13.2.20. It is not allowed to transfer issues, the adoption of decisions on which is referred to the exclusive competence of the General Meeting of Participants of the Partnership, to the competence of other bodies, officials and employees of the Partnership, unless otherwise provided by the legislative acts of the Republic of Kazakhstan.

13.2.21. The General Meeting of Participants has the right to cancel any decision of other bodies of the Limited Liability Partnership on issues related to the internal activities of the partnership, unless otherwise provided by the charter of the partnership.

13.3. Decisions on all issues considered at the General Meeting, including but not limited to the issues specified in clause 13.2, are taken unanimously by all Participants of the Partnership. When making a decision on the issue provided for by sub-clause 13.2.11 of clause 13.2 of the Charter, the Participant whose Share is redeemed by force does not participate in the voting and the number of votes belonging to him is not taken into account in the calculation.

13.4. When voting at the general meeting, the Participants have the number of votes corresponding to the size of the Share. The General Meeting shall be deemed to have a quorum and be eligible if it is attended or represented by the Participants, in aggregate, having more than 50% (fifty percent) of the total number of votes.

13.5. Decisions of the General Meeting are taken by open voting.

13.6. The General Meeting of the Participants of the Partnership has the right to make decisions only on agenda items communicated to the Participants of the Partnership in the manner prescribed by the legislation of the Republic of Kazakhstan. At the same time, the issues, the inclusion of which in the agenda of the General Meeting of Participants of the Partnership was demanded by the Participants of the Partnership in the manner established by the legislation of the Republic of Kazakhstan, are considered to be included in the agenda even if the body or persons convening the General Meeting of Participants of the Partnership have not fulfilled the obligations stipulated by the legislation of the Republic of Kazakhstan.

13.7. The General Meeting held to approve the annual financial statements of the Partnership must be held no later than three (3) months after the end of the relevant financial year.

13.8. The General Meeting is convened by the General Director at least once a year. The Participant has the right to delegate his powers (including the right to vote) at the General Meeting to another Participant or a representative of another Participant.

13.9. All other general meetings are extraordinary (“**Extraordinary General Meeting**”). Extraordinary General Meetings may be convened by the General Director on his own initiative or at the request of:

13.9.1. the Supervisory Board;

13.9.2. or any Participant.

13.10. If within twenty (20) days after such request the General Director has not convened an Extraordinary General Meeting, the Supervisory Board or the Member may convene the Extraordinary General Meeting independently.

14. NOTICE OF THE GENERAL MEETING OF THE PARTNERSHIP

14.1. A written notice of the forthcoming General Meeting shall be sent by the General Director to each Participant no later than fifteen (30) calendar days prior to the date of such General Meeting. The notice shall indicate the agenda of the General Meeting with a complete list of issues to be considered, as well as the date, time, place of the General Meeting, and other information required in accordance with the legislation of the Republic of Kazakhstan.

14.2. Any of the Participants has the right to make their proposals on the agenda of the General Meeting, subject to notification to the General Director no later than thirty (30) calendar days before the opening of the General Meeting. During the same period, any Participant (s) has (have) the right to demand that the issues determined by him (them) be included in the agenda of the general meeting.

14.3. If, at the suggestion or at the request of the Participants, changes are made to the initial agenda of the General Meeting, the General Director is obliged to notify each Participant of these changes no later than thirty (30) calendar days before the opening of the General Meeting.

14.4. The General Director is obliged to consider the proposals received and decide on their inclusion or refusal to include them in the agenda of the General Meeting no later than ten (10) calendar days before the opening day of the General Meeting. The General Director, in case of acceptance of proposals, is obliged to inform the Participants about the amendments to the agenda, as well as in case of rejection of proposals for amendments or additions to the agenda of the General Meeting, to give the applicant a reasoned response to the refusal no later than seven (7) calendar days before the opening of the General Meeting.

14.5. If the refusal to include proposals on the agenda of the General Meeting and the decision taken on it violate the rights and legitimate interests of the applicant, he has the right to appeal such a decision in the manner prescribed by the laws of the Republic of Kazakhstan. It is prohibited to include in the agenda of the General Meeting of issues with a broad understanding, including “miscellaneous”, “other”, “another” and similar formulations.

14.6. The General Director convening the General Meeting is obliged, at the request of the Participant, no later than thirty (30) calendar days before the opening of the General Meeting, to provide draft decisions on all issues on the agenda, copies of documents, the discussion of which is included in the agenda, as well as other information provided by the Charter, or documents regulating the internal activities of the Partnership. The specified documents and information, as well as financial statements for the reporting period, must be provided to all Participants for free review at the office of the Supervisory Board or the General Director from the moment of notification of the General Meeting, but not less than fifteen (15) calendar days before the opening of the General Meeting. At the same time, the Participants should be given the opportunity to make free copies of the documents provided for review. The financial statements shall be kept by the General Director and made available to any Participant at any time for review. At the request of the Participants, they are issued certified extracts from the specified documents. Documents and materials submitted for

consideration by the General Meeting must be drawn up in Russian (with translation into English, if necessary).

15. PROCEEDINGS OF THE GENERAL MEETING OF THE PARTNERSHIP

15.1. The General Meeting makes decisions in accordance with the legislation of the Republic of Kazakhstan, this Charter, the Regulations on the General Meeting of Participants of the Partnership. The General Meeting may be opened earlier than the announced time, if all Participants or their representatives are registered, notified and do not object to the opening of the General Meeting.

15.2. The General Meeting, by its own decision, may interrupt its work for any period.

15.3. The General Meeting may be held in person or in absentia. The general meeting in person may be held by personal attendance at the meeting of the Participants of the Partnership. Voting on the agenda of the General Meeting in absentia is carried out by ballots in which the voting result is expressed in the words "PRO", "CON" or "ABSTAINED". The signed ballots are sent to the corporate secretary by facsimile or electronic messages or using other means of communication, within the time period established for their submission, with further obligatory sending of the original ballots within three (3) consecutive business days from the date of the General Meeting in absentia. The General Meeting cannot be held in a combined way, that is, with the direct participation of some Participants and the absentee participation of other Participants.

15.4. The General Meeting in absentia should be held in a manner that ensures that all Participants are informed of the proposed agenda and draft decisions on the issues included in it, the opportunity for each of them to familiarize themselves with all the necessary documents before voting starts, put forward proposals on the agenda and demand the inclusion of certain issues in it, as well as informing all Participants before the start of voting of the amended agenda and opinions (speeches) of other Participants on the issues under consideration.

15.5. Expenses related to the holding of General Meetings are the expenses of the Partnership.

16. VOTING AND ATTORNEYS

16.1. If a Participant cannot participate in the General Meeting in person, he may appoint any person, including another Participant, a representative of another Participant, as his attorney. The powers of the attorney must be issued in the form of a written power of attorney, which must indicate the appointed person and his competence, and this form must comply with the requirements of the legislation of the Republic of Kazakhstan. If a Participant or his attorney is not present at any General Meeting, such Member shall be deemed not to vote at such General Meeting.

16.2. The number of votes of the Participants is indivisible. Each Participant has the right to vote with all the votes "pro", "con" or "abstained" belonging to him when making a decision at the General Meeting.

17. MINUTES AND SECRETARY OF THE PARTNERSHIP

17.1. Minutes of the General Meeting are prepared by the Secretary of the General Meeting within thirty (30) calendar days after the end of the General Meeting, in an amount sufficient to provide one copy to each Participant and one copy to the Partnership. The minutes of the General Meeting are signed by the Chairman of the General Meeting and the Secretary of the General Meeting. The minutes of all General Meetings are kept by the Partnership and must be made available to any Participant of the Partnership at any time. At the request of the Participants of the Partnership, they are issued certified extracts from the minutes of the meetings.

17.2. The Secretary of the General Meeting is responsible for taking minutes of the General Meeting. The functions of the Secretary of the General Meeting are performed by the Corporate Secretary of the Partnership, unless otherwise decided by the General Meeting.

18. SUPERVISORY BOARD OF THE PARTNERSHIP

18.1. The Supervisory Board is the governing body of the Partnership, which carries out strategic management of the activities of the Partnership, with the exception of issues related to the exclusive competence of the General Meeting, as well as control over the activities of the executive body. The Supervisory Board is accountable to the General Meeting and implements its decisions.

18.2. The Supervisory Board has the right to control the financial activities of the Partnership and its financial reporting system. For the purposes of assessing and making decisions on issues within its competence, the Supervisory Board has the right to receive any information related to the activities of the Partnership from the General Director and other employees of the Partnership.

18.3. The Supervisory Board performs its functions in accordance with the legislation of the Republic of Kazakhstan, this Charter and the Regulations on the Supervisory Board.

18.4. The Supervisory Board of the Partnership, including its chairman, consists of four (4) people, of which three (3) people are nominated by NAC, one (1) person is nominated by other Participants. Members of the Supervisory Board are elected by the General Meeting for a period of three (3) years and are accountable to the General Meeting. The voting of the General Meeting is carried out for each candidate. Candidates voted unanimously by all Participants of the Partnership are recognized as elected to the Supervisory Board. The Chairman of the Supervisory Board is always elected from among the NAC representatives at a meeting of the Supervisory Board by a majority vote of the total number of members of the Supervisory Board present at the meeting. The General Director of the Partnership cannot be a Member of the Supervisory Board of the Partnership.

18.5. By decision of the General Meeting, the powers of all or individual members of the Supervisory Board may be terminated ahead of schedule. Members of the Supervisory Board elected to replace the members of the Supervisory Board who terminated their powers ahead of schedule are elected before the expiration of the term of office of the Supervisory Board as a whole.

18.6. The competence of the Supervisory Board includes:

18.6.1. Approval of short-term budgets (annual) and medium-term Business Plan, as well as approval of adjustments to the short-term budget (annual) and medium-term Business Plan, rules for developing, agreeing, approving, adjusting, executing and monitoring the medium-term Business Plan;

18.6.2. Approval of the following internal regulatory documents (IRD):

- Rules for remuneration of employees of Uranenergo LLP and branches;
- Regulations on secondment of employees of the Partnership;
- Regulations on the conditions and procedure for granting loans;
- Regulations on planning;
- Regulations on the sale of assets;
- Tax accounting policy;
- Corporate accounting policy;
- Regulations on the Corporate Secretary;
- Anti-corruption and fraud policy;
- Regulations on risk and compliance officer;
- internal regulatory documents related to compliance;
- Regulations on the security service;
- job descriptions of employees of the Security Service;
- job descriptions of deputy general directors;
- Regulations on the Ombudsman;
- IRD related to internal, economic and information security.
- IRD on risk management and internal control (including: risk management policy, rules on the internal control system, hedging policy, risk register, risk map, risk appetite, report of the executive body of the Risk Management Partnership), except for issues, related IRD to the competence of other bodies of the Partnership;

- IRD on setting limits on banks and approval of limits on banks;

18.6.3. approval of the work plan of the Supervisory Board of the Partnership for the relevant year;

18.6.4. approval of the quarterly risk report;

18.6.5. approval of the agenda of the General Meeting if such General Meeting is convened on the initiative of the Supervisory Board;

18.6.6. consideration of the reports of the General Director on the results of the financial and economic activities of the Partnership;

18.6.7. approval of the organizational structure, the number of employees, the staffing table, the salary scheme and documents regulating the conditions and procedure for remuneration, bonuses and social support for employees;

18.6.8. determination of the conditions for issuing bonds and derivative securities of the Partnership;

18.6.9. adoption of a decision on the conclusion by the Partnership of a transaction related to the acquisition and alienation of the property of the Partnership for an amount ranging from 3% to 51% of the total book value of the Partnership's assets, with the exception of transactions in which the supplier is selected by competitive methods with protocols of results;

18.6.10. making a decision on the conclusion by the Partnership of transactions related to obtaining loans, financial assistance and the issuance of guarantees, as well as the terms of such transactions concluded for an amount of ten or more percent from the amount of equity capital of the Partnership, with the exception of transactions, decisions on which are made by the General Meeting of Participants;

18.6.11. determination of information about the Partnership or its activities, which constitutes an official, commercial or other secret protected by law;

18.6.12. determination and change of standards for the position of official cars, norms for areas for accommodating the administrative apparatus of the Partnership;

18.6.13. making decisions on the issuance by the Partnership of loans to employees of the Partnership;

18.6.14. determination of the amount of the official salary, terms of remuneration and bonuses for the General Director, approval of the Regulations on the General Director of the Partnership, as well as bringing the General Director to disciplinary responsibility and making a decision on the early removal of a disciplinary sanction from the General Director;

18.6.15. approval for the reporting period of the list and target values of key performance indicators (KPI) of the General Director, deputies of the General Director, assessment of the performance of KPI based on the results of the reporting period (with approval of the actual values of KPI for the reporting period);

18.6.16. coordination of the appointment, determination of the term of office of the Deputy General Directors, as well as the determination of the official salary and remuneration of the Deputy General Directors. The legal status and basis of activities (powers, tasks, functions and responsibilities) of the deputy general directors are determined by job descriptions;

18.6.17. appointment and early termination of powers of the Corporate Secretary, determination of the term of his powers, approval for the reporting period of the list and target KPI values of the Corporate Secretary, assessment of KPI performance based on the results of the reporting period (with approval of the actual KPI values for the reporting period), determining the amount of the official salary, conditions of remuneration and social support, making decisions on imposing disciplinary sanctions on the Corporate Secretary, reviewing reports on the activities of the Corporate Secretary and making decisions on them.

18.6.18. approval of the appointment of the Risk and Compliance Officer of the Partnership (CRO), approval for the reporting period of the list and target values of the KPI of the Risk and Compliance Officer, assessment of the performance of the KPI at the end of the reporting period (with approval of the actual KPI values for the reporting period), determination of the amount of the official salary, terms of remuneration and social support, decision-making on the imposition of disciplinary

sanctions on the Risk and Compliance Officer, consideration of reports on the activities of the Risk and Compliance Officer and decision-making on them;

18.6.19. coordinating the appointment of the head and employees of the security service, determining the amount of their official salary, terms of remuneration and social support, reviewing reports on the activities of the security service and making decisions on them, making a decision on the imposition of disciplinary sanctions on the head of the security service, approval for the reporting period of the list and target values of the KPI of the head of the security service, as well as an assessment of the performance of the KPI at the end of the reporting period (with the approval of the actual KPI values for the reporting period);

18.6.20. coordinating the appointment of the Ombudsman of the Partnership, determining the term of his powers, deciding on the imposition of disciplinary sanctions on the Ombudsman, reviewing reports on the activities of the Ombudsman and making decisions on them;

18.6.21. approval of candidates for the position of director of the branch / representative office, chief accountant of the Partnership, as well as heads of structural divisions of the Partnership responsible for financial, economic, legal issues, implementation of procedures for organizing and conducting procurement in the Partnership or a person solely performing these functions. The legal status and basis of activities (powers, tasks, functions and responsibilities) of the officials specified in this subclause are determined by job descriptions;

18.6.22. Control over the development, implementation and efficiency of the internal control system.

18.6.23. other issues, the adoption of decisions on which does not fall within the exclusive competence of the General Meeting and the General Director of the Partnership.

18.7. The Supervisory Board holds regular meetings to effectively perform its functions. Meetings of the Supervisory Board are held in accordance with the work plan approved before the beginning of the calendar year.

18.8. Meetings of the Supervisory Board are convened at the initiative of any member of the Supervisory Board or the General Director.

18.9. The person convening a meeting of the Supervisory Board notifies the members of the Supervisory Board of such a meeting by sending a written notice no later than thirty (30) calendar days before the date of the meeting, using postal, electronic or other communication. If necessary, the body or person (persons) convening the Supervisory Board may notify each member of the Supervisory Board no later than 15 days before the date of the meeting of the Supervisory Board.

18.10. A notice of a meeting of the Supervisory Board must contain information about the date, time and place of the meeting, its agenda. An explanatory note and materials on each item on the agenda must be attached to the notice. Documents and materials for the meeting of the Supervisory Board must be provided in Russian (with translation into English, if necessary).

18.11. Meetings of the Supervisory Board (and its committees, if any) are held in person or in absentia. A meeting in absentia is held using absentee voting ballots, which are filled out and signed by the members of the Supervisory Board. Consideration and decision-making on issues determined by the Corporate Governance Code, as well as on other issues included in the list of issues approved by the Supervisory Board, is carried out only at meetings held in person. The in-person form of the meeting is allowed through a videoconference session.

18.12. In case of impossibility of personal participation at an in-person meeting, a member of the Supervisory Board has the right to provide a signed written opinion with a clearly expressed position on each issue. A written opinion is sent to the Chairman of the Supervisory Board or the Corporate Secretary prior to the meeting. In this case, it is taken into account when calculating the quorum and voting results, and filed with the minutes of the meeting of the Supervisory Board.

18.13. The meeting of the Supervisory Board is authorized if it is attended by the majority of the members of the Supervisory Board.

18.14. When voting, each member of the Supervisory Board has one vote. The transfer of voting rights is not allowed. Decisions of the Supervisory Board are made by a majority vote of the members of the Supervisory Board present at the meeting. In case of equality of votes, the chairman's vote is decisive.

18.15. Minutes of the meetings are prepared by the Corporate Secretary of the Partnership, signed by the Chairman of the Supervisory Board and the Corporate Secretary, and sent to the members of the Supervisory Board within 3 calendar days after the meeting.

18.16. Chairman of the Supervisory Board:

18.16.1. carries out general management of the activities of the Supervisory Board;

18.16.2. ensures the full and effective implementation of the main functions of the Supervisory Board;

18.16.3. carries out coordination between the Supervisory Board and the General Director of the Partnership;

18.16.4. chairs meetings of the Supervisory Board;

18.16.5. gives tasks and instructions to the executive body and the Corporate Secretary;

18.16.6. performs other functions.

19. GENERAL DIRECTOR

19.1. The General Director is the executive body of the Partnership, which manages the current activities of the Partnership. The General Director is elected by the General Meeting for a fixed term, but not more than five (5) years. The powers of the General Director may be terminated ahead of schedule by the decision of the General Meeting. The General Director may serve for more than one term.

19.2. The General Director, together with the Supervisory Board, ensures the growth of the long-term value and sustainable development of the Partnership. The General Director is accountable to the General Meeting and the Supervisory Board, ensures that the activities of the Partnership comply with the approved development strategy and plans, as well as decisions made by the General Meeting and the Supervisory Board, and is responsible for their implementation and execution

19.3. The General Director reports to the General Meeting on the results of financial and economic activities in the reporting period and presents the Partnership's activity plan for the next reporting period, taking into account the interests of the Participants and forecasts for the development of the situation in the markets in which the Partnership has interests. The General Director determines the internal structure of the Partnership, taking into account the nature of its activities in order to achieve the greatest efficiency. The General Director organizes the preparation of the necessary reporting materials on the activities of the Partnership in the reporting period and submits the plans of the Partnership for approval and coordination to the General Meeting and the Supervisory Board.

19.4. All powers that are not related to the General Meeting and the Supervisory Board in accordance with this Charter or the legislation of the Republic of Kazakhstan, refer to the General Director, unless otherwise provided by this Charter, the decision of the General Meeting or the legislation of the Republic of Kazakhstan. The General Director shall not exercise his powers or provide the services he is entrusted to provide in accordance with the Charter, in cases where such powers or services relate to matters requiring a resolution of the General Meeting or the Supervisory Board, without the express prior written approval of the General Meeting or the Supervisory Board.

19.5. The General Director within the limits of his powers:

19.5.1. manages the production, organizational, financial and commercial aspects of the day-to-day business activities of the Partnership;

19.5.2. implements the decisions of the General Meeting and the Supervisory Board and submit reports to the General Meeting and the Supervisory Board on their implementation;

19.5.3. timely informs the General Meeting and the Supervisory Board about incidents that may adversely affect the Partnership, as well as constantly and in detail informs each member of the Supervisory Board regarding the activities and events of the Partnership;

19.5.4. concludes contracts and conducts its activities on behalf of the Partnership, and represents the Partnership in transactions with other persons, organizations, enterprises and institutions, including government bodies;

19.5.5. establishes the amount of payment for the services of an audit organization, determined by the General Meeting of Participants in accordance with this Charter, for the audit of the annual financial statements of the Partnership;

19.5.6. makes decisions on filing claims on behalf of the Partnership against legal entities and individuals in the Republic of Kazakhstan and abroad;

19.5.7. determines and submits for approval by the Supervisory Board the staffing table, wage fund, forms and systems of remuneration, wages of employees of the Partnership;

19.5.8. issues orders for the hiring, transfer and dismissal of employees of the Partnership, determines the amount of personal remuneration within the wage fund as part of the budget approved by the Supervisory Board, resolves issues of encouraging employees and imposing disciplinary sanctions, signs employment contracts (changes and additions, annexes) with employees of the Partnership and other personnel documents;

19.5.9. in case of his absence, assigns the performance of his duties to one of the deputies. At the same time, the Deputy General Director, who is entrusted with the performance of the duties of the General Director of the Partnership, acts in relations with third parties on behalf of the Partnership on the basis of the Charter and the order to entrust him with the duties of the General Director;

19.5.10. preliminarily considers issues submitted for consideration by the Supervisory Board and the General Meeting;

19.5.11. organizes the re-registration of the Constituent Documents in the justice authorities;

19.5.12. issues powers of attorney for the right to represent the Partnership;

19.5.13. establishes the amount of payment for the services of the appraiser;

19.5.14. makes decisions on the conclusion by the Partnership of a transaction related to the acquisition and alienation of the Partnership's property for an amount that is up to 3% of the total book value of the Partnership's assets;

19.6. In the event of circumstances that may interfere with the performance of the Partnership's duties, the General Director shall immediately notify the Participants in writing.

19.7. In the event that the General Director submits a contract with any Related Company or Stakeholder to the Supervisory Board for approval, he must disclose all the details of the relevant transaction, accompanied by a written justification for the transaction.

20. CORPORATE SECRETARY

20.1. The Corporate Secretary is an employee of the Partnership who ensures the organization of the work of the General Meeting and the Supervisory Board of the Partnership in accordance with the requirements of the legislation of the Republic of Kazakhstan, this Charter and other internal regulatory documents of the Partnership.

20.2. The Corporate Secretary of the Partnership is appointed by the decision of the Supervisory Board and reports directly to its Chairman. The legal status and activities (powers, tasks, functions and responsibilities) of the Corporate Secretary are determined by the Regulations on the Corporate Secretary approved by the Supervisory Board.

21. DISTRIBUTION OF PROFIT OF THE PARTNERSHIP

21.1. The distribution between the Participants of the net income received by the Partnership based on the results of its activities for the year is made in accordance with the decision of the regular general meeting dedicated to the approval of the results of the Partnership's activities for the corresponding year. The General Meeting also has the right to decide on the exclusion of net income or part of it from the distribution among the Participants.

21.2. If the General Meeting makes a decision on the distribution of income between the Participants, each Participant is entitled to receive a part of the distributed income corresponding to its share, taking into account the change in the size of the share during the period for which the net income is distributed. The payment must be made to the Partnerships in cash within a month from the date of the General Meeting of the decision on the distribution of net income.

21.3. The net income payable to the Participants in the form of dividends is paid in accordance with the Memorandum of Association and decisions of the general meetings of participants in the Partnership.

21.4. Planned losses of the Partnership (including, without limitation, in connection with the modernization of equipment or technologies, research work, as well as the development of new types of commercial activities) are reimbursed from the funds of the Partnership, including loans.

21.5. Unplanned losses incurred in the event of force majeure, changes in market conditions, crises, deterioration of the situation and other unforeseen circumstances are reimbursed from the reserve capital that can be created for this purpose ("Reserve Capital"). The size of the Reserve Capital and annual contributions to it must comply with the levels required by the legislation of the Republic of Kazakhstan, unless otherwise determined by the General Meeting. In case of insufficient funds in the Reserve Capital, additional funds will be provided from any other existing funds of the Partnership that have not been directed to other purposes.

22. TRANSFER OF SHARES

22.1. Participants may not transfer their Shares to third parties (including Associated Companies), except for the Transfer of their Shares to state ownership/to the ownership of relevant subjects of the quasi-public sector, without the prior written consent of all other Participants.

22.2. The Participant has the right to transfer any of its Shares to another Participant without the written consent of other Participants.

22.3. The Participant may not Transfer any of its Shares until its Contribution has been paid in full.

23. ACCOUNTS AND DOCUMENTATION

23.1. The Partnership has an independent balance sheet and operates in accordance with the annual business plan, production, financial and other plans approved by the Supervisory Board.

23.2. Each financial year of the Partnership begins on January 1 and ends on December 31 of the same year inclusive, while the first financial year of the Partnership begins on the day of state registration of the Partnership. Not later than three (3) months after the end of each financial year, its results are submitted for approval by the General Meeting of the General Director.

23.3. All financial statements and accounting documents of the Partnership are prepared in accordance with the requirements of the Law of the Republic of Kazakhstan "On Accounting and Financial Reporting" and International Financial Reporting Standards.

23.4 To verify and confirm the correctness of the annual financial statements of the Partnership, as well as the current state of its affairs, the Partnership engages an audit organization that is not related by property interests to the Participants and bodies of the Partnership (external audit).

24. LIQUIDATION

24.1. The Partnership is liquidated in the following cases:

24.1.1. by decision of the General Meeting of Participants of the Partnership;

24.1.2. by a court decision under the circumstances provided for by the legislation of the Republic of Kazakhstan;

24.1.3. if there is another event that creates grounds for liquidation in accordance with the legislation of the Republic of Kazakhstan.

24.2. During the liquidation process, the Partnership continues to operate solely for the purpose of properly completing its affairs, liquidating its assets and satisfying the claims of its creditors and Participants.

24.3. In cases where it is permitted by the legislation of the Republic of Kazakhstan, the liquidation of the Partnership is carried out by a liquidation commission (the "Liquidation Commission") appointed by the General Meeting in accordance with this Charter. The powers,

remuneration and procedure for conducting business of the Liquidation Commission are also determined by the General Meeting.

24.4. The General Meeting appoints the Liquidation Commission within forty five (45) days after the occurrence of the event specified in clause 5.2. of the Charter, the Liquidation Commission shall consist of 3 (three) members of the Liquidation Commission.

24.5. From the moment of its appointment, the Liquidation Commission has the authority to manage all the affairs of the Partnership in order to complete the activities of the Partnership in accordance with the procedure established by the legislation of the Republic of Kazakhstan and has the right to act on behalf of the Partnership. It makes decisions by majority vote and may seek the assistance of external consultants. The powers of the Liquidation Committee include, without limitation, the power to assess the value of the assets and liabilities of the Partnership, establish a list of creditors, determine the amount due to each creditor, and regulate settlements with creditors and Participants.

24.6. After the expiration of the period for filing claims by creditors, the Liquidation Commission prepares an interim liquidation balance sheet and a liquidation plan (the "**Liquidation Plan**"), which is submitted for approval to the General Meeting. The liquidation plan must contain information on the composition of the Partnership's property, a list of claims filed by creditors, and the results of their consideration.

24.7. The Liquidation Commission implements the Liquidation Plan and is responsible for its implementation in accordance with the legislation of the Republic of Kazakhstan.

24.8. After completion of settlements with creditors, the Liquidation Commission draws up a liquidation balance sheet, which is approved by the General Meeting. The property remaining after satisfaction of creditors' claims is distributed among the Participants in proportion to the size of their Shares

24.9. The liquidation commission ensures the registration of the liquidation of the Partnership in the relevant state bodies. After registration of the liquidation of the Partnership in accordance with the established procedure, the liquidation of the Partnership is considered completed, and the Partnership ceased to exist.

25. REORGANIZATION

25.1. The reorganization of the Partnership may be carried out by merger, accession, division, separation or transformation.

25.2. The decision on the reorganization of the Partnership is made by the General Meeting. In cases stipulated by the legislation of the Republic of Kazakhstan, a forced reorganization of the Partnership may be carried out by a court decision. The reorganization of the Partnership entails the transfer of the rights and obligations of the Partnership to its legal successors in accordance with the legislation of the Republic of Kazakhstan, within the limits provided for by the constituent documents of the newly created company (ies).

25.3. The Partnership may be transformed into a legal entity of another type in the manner prescribed by the legislation of the Republic of Kazakhstan. In the event of the transformation of the Partnership, the provisions of the Constituent Documents that determine the ratio of votes of the Participants when decisions are made by the General Meeting, the procedure for electing and determining the competence of the bodies of the Partnership, the proportions of the distribution of net income between the Participants do not change, unless otherwise decided by the General Meeting.

25.4. During the reorganization, all documents (including the constituent documents, financial and economic and all personnel documentation) are transferred in accordance with the established rules to the legal successor of the Partnership.

26. PROVISION OF INFORMATION BY THE PARTNERSHIP

26.1. The Partnership brings to the attention of its Participants information about its activities affecting the interests of the Participants in accordance with the legislation of the Republic of Kazakhstan and the Charter. The mass media used to publish information about the activities of the Partnership is the website <http://www.uranenergo.kazatomprom.kz/ru>

26.2. Information affecting the interests of the Participants is recognized:

26.2.1. decisions taken by the General Meeting, the Supervisory Board, the General Director and information on the implementation of the decisions taken;

26.2.2. receipt by the Partnership of a loan in the amount of 25 percent or more of the equity capital of the Partnership;

26.2.3. the conclusion by the Partnership of a major transaction or a set of interconnected transactions, as a result of which the property is acquired or alienated in an amount equal to 25 or more percent of the equity capital of the Partnership;

26.2.4. obtaining by the Partnership of licenses to carry out any types of activities and (or) the performance of certain actions, suspension or termination of their actions, as well as the deprivation of licenses previously received by the Partnership to carry out any types of activities and (or) the performance of certain actions;

26.2.5. arrest of the property of the Partnership;

26.2.6. the onset of circumstances of an extraordinary nature, as a result of which the property of the Partnership was destroyed, the book value of which amounted to 10 or more percent of the total assets of the Partnership;

26.2.7. bringing the Partnership and (or) its officials to administrative responsibility;

26.2.8. decision on compulsory reorganization of the Partnership;

26.2.9. independent auditor's report;

26.2.10. other information affecting the interests of the Participants, in accordance with the Charter.

26.3. Provision of information about the activities of the Partnership to the purchasers of Shares is carried out in accordance with the decisions of the General Director, which determine the procedure for providing information, and the amount of information, taking into account the terms of the preliminary agreement on the acquisition of shares.

26.4. At the request of the Participants, the Partnership is obliged to provide the Participant with copies of the requested documents specified in Article 27 of this Charter.

26.5. Information about the activities of the Partnership marked "Confidential", "For Official Use", which became known to the Participant, cannot be transferred in writing or in any other form to third parties. The Participant who has such information is obliged to keep it secret. Disclosure of confidential information is possible only with the permission of the General Director, otherwise the Participant is liable in accordance with the legislation of the Republic of Kazakhstan.

26.6. In order to obtain information, the Participant shall apply to the General Director in writing. The Participant's appeal must be registered in the register of incoming documents of the Partnership. The Partnership obliged to provide the Participant with the required information (copies of the requested documents) within thirty (30) calendar days from the date of application, with the exception of a copy of the Charter, which is provided within three (3) business days.

26.7. The executive body of the Partnership is obliged to provide the participant with the information specified in subclauses 26.2.2., 26.2.3., 26.2.4., 25.2.5., 26.2.7. of clause 26.2. of this Charter, immediately after the occurrence of the relevant circumstances.

26.8. The Partnership has the right to charge a fee for the production of copies and costs for the delivery of documents to be filled over to the Participant. The amount of such a fee cannot exceed the actual cost of the costs of making copies of documents and paying the costs of delivering documents to the Participant.

27. DOCUMENTS ON THE ACTIVITIES OF THE PARTNERSHIP

27.1. The documents of the Partnership relating to its activities are subject to storage by the Partnership during the entire period of its activity at the location of the executive body of the Partnership.

27.2. The following documents are subject to storage:

27.2.1. the Charter of the Partnership, amendments and additions made to the charter of the Partnership;

27.2.2. minutes of founding meetings;

27.2.3. the memorandum of association, amendments and additions made to the memorandum of association;

27.2.4. certificate of state registration (re-registration) of the Partnership as a legal entity;

27.2.5. licenses for the Partnership to engage in certain types of activities and (or) perform certain actions;

27.2.6. documents confirming the rights of the Partnership to property that is (was) on its balance sheet;

27.2.7. regulations on branches and representative offices of the Partnership;

27.2.8. minutes of the General Meetings, materials on the agenda of the General Meetings;

27.2.9. lists of participants of the Partnership submitted for the General Meeting;

27.2.10. materials on the agenda of the Supervisory Board, minutes of meetings (decisions of meetings in absentia) of the Supervisory Board;

27.2.11. orders of the General Director.

27.3. Other documents are stored for the period established in accordance with the legislation of the Republic of Kazakhstan.

28. CONFIDENTIAL INFORMATION

28.1. If the Participant of the Partnership discloses to the Partnership information that is its exclusive property, and the information disclosed is provided in writing and is marked "Confidential", the Partnership undertakes to keep such information secret, and also to require from any third party to which it discloses this information (subject to the reasonableness of such disclosure), keep it secret and, without the written consent of the Participant of the Partnership disclosing it, do not use or disclose this information otherwise than within the framework of the legislation of the Republic of Kazakhstan and the Charter of the Partnership. The above requirement to keep confidential information of the Partnership also applies to all officials and employees of the Partnership. The provisions set forth above do not apply to information marked "Confidential", which is:

- well-known, that is, it became known not as a result of the action (inaction) of the Participant of the Partnership;

- provided to the Participant of the Partnership by a third party on legal grounds without restriction on the right of its further disclosure;

- subject to disclosure in accordance with the requirements of the legislation of the Republic of Kazakhstan.

28.2. When the Participant of the Partnership transfers any rights and obligations, his successors are obliged to keep secret the documents, data and information specified in clause 12.1. of this Charter, in accordance with the legislation of the Republic of Kazakhstan.

28.3. Subject to informing the Participant of the Partnership, the Partnership has the right to provide documents, data, reports and information to the following third parties at their request:

- to the corporately related organizations, as well as a third party providing services to the Partnership, since these third parties need access to confidential information of the Partnership in order to fulfill their obligations to the Partnership;

- to the successor or successors of the Partnership acquiring rights and obligations in accordance with the legislation of the Republic of Kazakhstan and the Charter of the Partnership;

- the Partnership providing documents, information, data and reports to third parties in accordance with clause 12.3. of the Charter of the Partnership, should oblige them to assume

