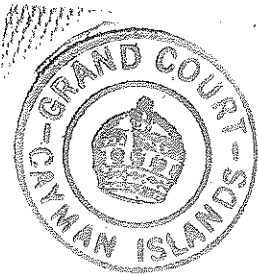


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD 80 OF 2014 (AS)

IN THE MATTER OF THE COMPANIES LAW (2013 REVISION)  
AND IN THE MATTER OF BROOKEMIL LTD.



\_\_\_\_\_  
WINDING UP PETITION  
\_\_\_\_\_



TO THE GRAND COURT

The humble petition of OOO Mezhhregionalnaya investisionnaya kompaniya, a company duly organized and existing under the laws of the Russian Federation, under Main State Registration Number 1137746446914, having its registered address at office VII, bld. 9, 5-A Kozhukhovskaya Street, 115193 Moscow, Russia (the "Petitioner") shows that:

**Introduction**

1. Brookemil Ltd. (the "Company") was incorporated on 13 December 1991 under registration number 41509 as an exempted company with limited liability under the laws of the Cayman Islands.
2. The registered office of the Company is situated at H&J Corporate Services (Cayman) Limited, 5<sup>th</sup> Floor, Anderson Square Building, PO Box 866, George Town, Grand Cayman, Cayman Islands.
3. The principal business of the Company is as a holding company, and, in particular, holding shares in various Russian subsidiaries.

### **The Promissory Note**

4. On 16 July 2007, the Company granted a promissory note in the sum of \$2,239,857.40 to Bidensol Trading & Investments Limited (the "Promissory Note"). The Promissory Note provided that it would not mature earlier than 16 July 2012.
5. The Promissory Note was assigned to the benefit of the Petitioner on 24 June 2013 under the Promissory Note Purchase Agreement entered into by the Petitioner and Masola Consulting Inc.

### **The Demand**

6. The Petitioner's attorneys, Conyers Dill & Pearman (Cayman) Limited ("Conyers"), wrote to the Company at its registered office on 2 July 2013 demanding repayment of the Promissory Note within 30 days of the letter. No response was received.
7. Conyers again wrote to the Company at its registered office on 24 June 2014 demanding repayment of the Promissory Note within 14 days of the letter. Again, no response was received from the Company.
8. The Company has failed to make payment to the Petitioner pursuant to the terms of the Promissory Note.

### **Grounds for the Petition**

9. The Petitioner presents this Petition pursuant to the terms of the Promissory Note.
10. As at the date of this Petition, the Company has failed to pay the sums due under the Promissory Note which are due and owing. The letters dated 2 July 2013 and 24 June 2014 constituted formal demands for payment.

11. As at the date of this Petition, the Company has failed to pay the sums due pursuant to the Promissory Note or secured or compounded it to the satisfaction of the Petitioner. Further, the Company has failed to respond to any of the notices or other communications sent by the Petitioner and its attorneys.
12. The Company is insolvent and is unable to pay its debts having failed to make payment pursuant to the Promissory Note and the demands made on 2 July 2013 and 24 June 2014.
13. The Company's failure to pay the sums due is consistent with a company that is substantially insolvent on a cash flow basis.
14. In the premises, the Company is unable to pay its debts and is insolvent and should be wound up pursuant to section 92(d) of the Companies Law (2013 Revision).
15. Further, or in the alternative, it is just and equitable in the circumstances that the Company should be wound up.

**YOUR PETITIONER THEREFORE HUMBLY PRAYS THAT:**

- (1) The Company be wound up by the Court under the provisions of the Companies Law (2013 Revision);
- (2) Matthew Wright and Christopher Kennedy of RHSW (Cayman) Limited be appointed as Joint Official Liquidators of the Company (the "JOLs") and be granted the power to act jointly and severally;
- (3) The JOLs shall not be required to give security for their appointment.
- (4) The JOLs be authorised to take such steps as may be necessary or expedient for the protection of the Company's assets, and for that purpose may exercise any of the powers specified in Part I and Part II of

the Third Schedule of the Companies Law (2013 Revision) without the further sanction of the Court or otherwise as the Court may direct;

- (5) The JOLs' remuneration and expenses be paid out of the assets of the Company in accordance with Part III of the Insolvency Practitioner's Regulations 2008 (as amended) and the Companies Winding Up Rules 2008 Order 20;
- (6) The JOLs be at liberty to appoint counsel, attorneys, professional advisors whether in the Cayman Islands or elsewhere as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company;
- (7) The costs of this Petition and the Petitioner be paid out of the assets of the Company;
- (8) The JOLs be at liberty to apply generally; and
- (9) Such further or other relief be granted as the Court deems appropriate.

AND your Petitioner will ever pray etc.,

DATED the 30<sup>th</sup> day of July 2014

*Conyers Dill + Pearman (Cayman) Limited*

Conyers Dill & Pearman (Cayman) Limited  
Attorneys-at-Law for the Petitioner

**NOTE:** This Petition is intended to be served on the Company

THIS PETITION was presented by Conyers Dill & Pearman (Cayman) Limited, Attorneys-at-Law for the Petitioner, whose address for service is Cricket Square, PO Box 2681, Grand Cayman, Cayman Islands KY1-1111

### NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman, on MON 1<sup>st</sup> SEPT at 11.00 am/~~pm~~

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY-11106, telephone 345 949 4296.