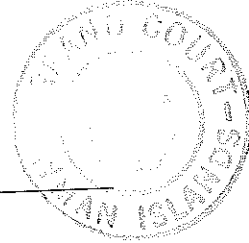


IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD 80 OF 2014 (AJJ)

In Chambers
28 November 2014
Before The Hon. Mr. Justice Andrew Jones QC

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



ORDER FOR DIRECTIONS

UPON the winding up petition presented on 30 July 2014 against Brookemil Ltd (the "Company") by OOO Mezhregionalnaya investisionnaya kompaniya (the "Petitioner")

AND UPON the resumed hearing of the Case Management Conference, first before the Court on 7 October 2014;

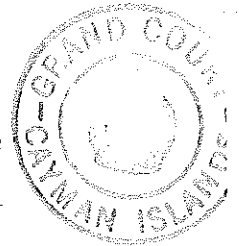
AND UPON reading the First Affidavit of Viktor Finagin, the First Affidavit of Dmitry Garkusha, the First and Second Affidavits of Thalia Constantinou, the First Affidavit of John Campbell Law, the First Affidavit of Vitali Gogokhia, the First Affidavit of Loucas Haviaras, and the exhibits thereto

AND UPON hearing Counsel for the Petitioner and Counsel for the Company

IT IS ORDERED THAT:

1. Blidensol Trading & Investments Limited shall not be joined to or be given notice of this proceeding.

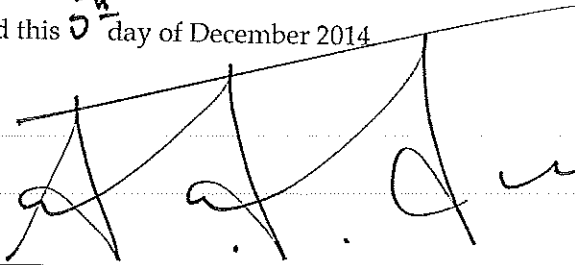
2. The Company shall have leave to amend paragraph 2 of its Points of Claim by giving particulars of the allegation that the Promissory Note "is invalid due to the terms in which it is drawn" by identifying the term(s) in question and stating the rules of law relied upon in support of the allegation that the Promissory Note is invalid as a matter of Russian law.
3. The Amended Points of Claim shall be served by close of business on Monday 1 December 2014, together with draft instructions for the purpose of obtaining expert evidence on the pleaded points of Russian law.
4. The parties shall have liberty to make further written submissions on the question of adducing evidence of Russian law and the manner in which it should be done.
5. The parties shall jointly instruct Mr Robert W. Radley ("the Examiner"), or such other forensic document examiner and handwriting expert as may be agreed between them, to examine and express an expert opinion upon the authenticity of (a) the Promissory Note (as defined) and (b) in the event that their authenticity is disputed, all the other related documents described in paragraphs 23-28 of Mr Garkusha's first affidavit.
6. The Examiner's instructions and terms of engagement shall be agreed within 14 days, on the basis that the parties shall be jointly responsible for his professional fees and expenses including, if necessary, the cost of giving oral evidence either in court or by videolink.
7. The Company shall file and serve evidence in reply to Mr Dimitry V. Garkusha's first affidavit within 14 days.
8. The following witnesses shall attend for the purpose of being cross-examined on their respective affidavits –



- (a) Mr Vitaly Gogokhia;
 - (b) Ms Thalia Constantinou; and
 - (c) Mr Dimitry V. Garkusha
9. Either party may convene a further Case Management Conference (to be held by telephone) for the purposes of –
- (a) Deciding whether any of the witnesses listed in paragraph 8 may attend for cross-examination via videolink;
 - (b) Deciding which, if any, other witnesses should attend for cross-examination either in person or via videolink;
 - (c) Obtaining further directions in respect of expert evidence; and/or
 - (d) Deciding whether any order for discovery should be made.
10. A trial bundle shall be lodged with the Court by 9 January 2015.
11. The Company's counsel shall have leave to file and serve a skeleton argument by 12 January 2015, in which case the Petitioner's counsel may file a skeleton argument in reply by 14 January 2015.
12. Costs in the cause

Dated this 28th day of November 2014

Filed this 5th day of December 2014



The Hon. Mr Justice Andrew J. Jones, QC
JUDGE OF THE GRAND COURT