

SURETYSHIP

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5. COVENANTS

5.1. Duration

The Surety agrees to be bound by the covenants set out in this Clause until all amounts due under the Term Loan Agreement or any of the other Facility Documents have been unconditionally and irrevocably repaid in full and so long as any Lender's Commitment remains in effect.

5.2. Pari Passu Ranking

The Surety shall ensure that the claims of each Finance Party against it under this Suretyship shall at all times rank at least *pari passu* in right of payment with the claims of all of the Surety's other present and future unsecured and unsubordinated creditors save for those whose claims are mandatorily preferred by Law and not by contract.

5.3. Maintenance of Approvals

The Surety shall obtain and maintain, in full force and effect all Governmental Approvals without modification or revocation except to the extent that such modifications would not, or would not be reasonably likely to, have a Material Adverse Effect.

5.4. Maintenance of Assets

The Surety shall ensure that at all times its assets are maintained in accordance with good oil industry practice in the Russian Federation, except to the extent that non-compliance with such obligations would not have a Material Adverse Effect

5.5. Compliance with Laws

The Surety shall maintain appropriate and adequate insurance over its substantial assets in an amount and on terms generally accepted as being in accordance with good oil industry practice in the jurisdictions in which such assets are situated