

## **DONATION AGREEMENT for Endowment Formation**

Moscow

July, 29 2016

ARCHITECTURAL HERITAGE RUSSIAN MANOR ENDOWMENT FUND hereinafter referred to as the "Fund" or "Donatee", represented by CEO Nikolsky Igor, acting on the basis of the Charter, subject to the clause 2 of the article 437 of the Civil Code of RF and clause 1 of the article 11 of the Federal Act dated 30.12.2006 No. 275-FZ "About the procedure for forming and use of the target capital of non-profit organizations", publishes this Donation Agreement being a public offer agreement towards Donators.

Individuals and legal entities willing to deposit monetary funds for formation of Endowment Fund may be Donators.

### **1. SUBJECT OF THE AGREEMENT**

1.1. The Donator donates, and the Fund receives monetary funds in the amount, specified by it in a payment document, with an obligatory indication in the line "payment purpose", for formation of endowment.

1.2. Purpose of the Donation is formation of endowment and use, allocation of income from endowment in order to support and develop cultural heritage sites for the purposes of regeneration of culture, traditions and life of manors of the nobility in Russia, as well as for the purposes of facilitation of performance of awareness work and implementation of socially significant, educational, cultural programs and projects regenerating and strengthening national identity of Russian people in favor of ARCHITECTURAL HERITAGE RUSSIAN MANOR ENDOWMENT FUND, for the purposes of support of its statutory activity and development.

1.3. Formation of endowment is possible at the expense of donations of the Donator.

1.4. Donation for endowment formation is unlimited under this Agreement.

### **2. DONATION TRANSFER PROCEDURE**

2.1. The Donator shall be obliged to transfer monetary funds, designated for the purposes, specified in the clause 1.2. of this Agreement.

2.2. Gratuitous transfer of Donation for endowment formation shall be made by Donator by wire transfer of monetary funds on an individual banking account of the Fund to be opened for making settlements connected with receipt of monetary funds for endowment formation, transfer of monetary funds constituting an endowment to discretionary management of administration company, as well as with application, allocation of income from endowment.

2.3. The donation shall be deemed transferred for endowment formation from the date of receipt of monetary funds on the Fund's banking account, specified in section 7 of this Agreement.

2.4. Unless endowment is formed by Fund in accordance with legislation, the Fund shall be obliged to refund monetary funds constituting the Donation to the Donator, heirs of the Donator and other successors of the Donator before expiration of a financial year, in which the term of endowment formation is lapsed in accordance with the current legislation.

### **3. PROCEDURE FOR APPLICATION OF INCOME FROM ENDOWMENT**

3.1. Revenue from endowment shall be applied in accordance with the purposes, provided for by Federal Act dated 30.12.2006 № 275-FZ "About the procedure for forming and use of the target capital of non-profit organizations", Charter of the Fund (owner of endowment), this Agreement or in cases provided for by federal act, in accordance with resolution of council upon application of endowment.

3.2. Application of income from endowment shall be made by Fund in accordance with a financial schedule of the Fund.

3.3. Revenue from endowment, under which in this clause of the Agreement it is understood income from discretionary management of property constituting an endowment less remuneration

of an administration company, expenses of the administration company connected with discretionary management of property constituting an endowment, and general and administrative expenses of the Fund, specified in the clause 3.5. of this Agreement, shall be transferred for application in accordance with the purpose, specified in the clause 1.2 hereof.

The Fund shall transfer income from endowment to assigned receiver of revenue from endowment on the basis of an individual donation agreement. The procedure for transfer of income from endowment to receiver of revenue from endowment shall be determined by Charter of the Fund and Russian legislation.

3.4. The Fund shall be entitled to use annually not more than 15 (fifteen) percent of annual income from discretionary management of property constituting an endowment less remuneration of administration company, expenses of the administration company connected with discretionary management of property constituting an endowment, on the annual basis, or not more than 10 (ten) percent of the amount of income obtained for accounting year from endowment.

In this clause of the Agreement under income from endowment it shall be understood revenue from discretionary management of property constituting an endowment, as well as part of property constituting endowment, which are transferred to receivers of income from endowment.

Up to 10 (ten) percent of balance value of the property constituting an endowment may be included into income from endowment for an accounting year in the event, if it is stipulated by financial schedule of the Fund.

3.5. The Fund shall be entitled to utilize not more than 5 (five) percent of the amount of the Donation under this Agreement for general and administrative expenses connected with endowment formation, with conducting activity to be financed using income from endowment.

These expenses are payment for lease of premises, buildings and structures, expenses for purchase of fixed assets and consumable materials, expenses for audit, payment of salary to employees of non-profit organization, expenses for management of non-profit organization or its separate structural subdivisions, expenses for purchase of services on management of non-profit organization or its separate structural subdivisions.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **4.1. Rights and Obligations of the Donator:**

4.1.1. The Donator shall be obliged to transfer the Donation into the ownership of the Fund according to the procedure, provided for by this Agreement.

4.1.2. The Donator shall be entitled to:

Receive information of income from discretionary management of property constituting endowment, of application of income from endowment.

Demand cancellation of the Donation, if it is used not in compliance with the purpose, specified in this Agreement, or if change of this purpose is not agreed with the Donator, as well as in the event of misapplication of income from endowment. Misapplication of the Donation shall be the basis for cancellation of the Donation, if after giving a notice the Fund in written of necessity to eliminate mentioned violations within 10 (ten) business days from the date of receipt of a notice, violations committed are not eliminated. The amount of claims of the Donator, heirs or other successors of the Donator against the Fund may not exceed the amount of the Donation in the event of cancellation of the Donation.

Demand its inclusion (or inclusion of its representative) into the membership of a council on application of endowment, if the amount of the Donation is more than 10% (ten percent) of balance value of property constituting endowment, as of the last accounting date.

Conduct inspection of proper application of the Donation, to that end familiarized with any primary accounting and other documents of the Fund.

### **Rights and Obligations of the Fund:**

4.2.1. The Fund shall be obliged to:

Utilize the Donation exclusively for the purposes, provided for by this Agreement.

Keep financial documentation attributable to the Donation within the effective term of this Agreement.

Control proper application of income from endowment by receiver of revenue.

When entering into agreement for transfer of income from endowment between the Fund and receiver of revenue stipulate an obligation for the latter one to submit a report of proper application of funds obtained following expiration of each accounting period (calendar year).

Transfer monetary funds obtained for endowment formation to discretionary management of an administration company.

Prepare and approve an annual report of endowment formation and its application, of allocation of income from endowment, and make it available on website in the Internet not later 6 (six) months after expiration of a financial year.

Refund monetary funds to the Donator or its successors in the event of revocation of the Donation within 30 (thirty) calendar days from the date of receipt of a written claim of the Donator.

Keep separate bookkeeping accounting of all transactions connected with receipt of property for endowment formation, transfer of property constituting an endowment to discretionary management of administration company, with application of income from endowment, allocation of this income in favor of receivers of revenue from endowment.

Include the Donator or its representative into the membership of the Council on application of endowment, in the event if the amount of the Donation is more than 10 (ten) percent of the balance value of property constituting endowment as of the last accounting date.

Make decision on dissolution of endowment in cases, provided for by this Agreement and current legislation of the Russian Federation.

4.2.2. The Fund shall be entitled to:

4.2.2.1. Utilize a part of property constituting endowment to the extent, determined by section 3 of this Agreement and standards of the current legislation.

4.2.2.2. Utilize not more than 15 (fifteen) percent of income from discretionary management of property constituting an endowment, or not more than 10 (ten) percent of the amount of income from endowment obtained for accounting year for general and management expenses.

4.2.2.3. Utilize not more than 5 (five) percent of the amount of the Donation under this Agreement for general and management expenses.

## **5. PROCEDURE AND CONDITIONS OF DISSOLUTION OF ENDOWMENT**

5.1. Reasons for dissolution of endowment shall be:

- expiration of the term, for which endowment was formed;
- making decision on liquidation of the Fund;
- if the cost of net assets, as a result of discretionary management of property constituting endowment, is decreased according to results of three consecutive expired accounting years more than for 30 (thirty) percent without regard to application of monetary funds, provided for by clause 3.4 of this Agreement;
- if the cost of net assets, as a result of discretionary management of property constituting endowment, is decreased according to results of one accounting year more than 50 (fifty) percent without regard to application of monetary funds, provided for by clause 3.4 of this Agreement;
- in other cases provided for by legislation.

5.2. Decisions, connected with the occurrence of circumstances, provided for by clause 5.1 of this Agreement, shall be passed within one month from the date of awareness of the occurrence of these circumstances, and in the event of passing a resolution of liquidation of the Fund at the same time with passing such a resolution.

5.3. Upon dissolution of endowment in other cases, provided for by current legislation of the Russian Federation, the Fund utilizes property constituting endowment for measures connected with support of statutory activity and development of ARCHITECTURAL HERITAGE RUSSIAN MANOR ENDOWMENT FUND or transfers it to other non-profit organization for endowment

formation or replenishment for the purposes of application of income from endowment for support and development of cultural heritage sites, for the purposes of regeneration of culture, traditions and life of manors of the nobility in Russia, as well as for the purposes of facilitation of performance of awareness work and implementation of socially significant, educational, cultural programs and projects regenerating and strengthening national identity of Russian people.

## **6. OTHER CONDITIONS AND FINAL PROVISIONS**

6.1. This Agreement is governed by current legislation of the Russian Federation and shall be construed in accordance therewith. In all other respects, unstipulated by this Agreement, the Parties shall be guided by current legislation of the Russian Federation.

6.2. Transfer of monetary funds on current account of the Fund shall be deemed as agreement of the Donator with the terms and conditions hereof.

6.3. This Agreement shall be valid from the date of receipt of monetary funds on the Fund's current account and shall be effective up to full performance of obligations of the Fund in accordance with the terms and conditions of this Agreement.

6.4. The Fund confirms that it assumes full liability for discharge of taxes and other financial obligations, liability for payment of which may arise in connection with receipt and application of the Donation, including in connection with misapplication of funds.

6.5. This Agreement is drawn up in a single copy and posted by Fund on website [www.archmanor.fond](http://www.archmanor.fond) as public offer in accordance with the clause 2 of the article 437 of the Civil Code of RF and clause 1 of the article 11 of the Federal Act dated 30.12.2006 No. 275-FZ "About the procedure for forming and use of the target capital of non-profit organizations".

## **7. ADDRESSES AND DETAILS**

ARCHITECTURAL HERITAGE RUSSIAN MANOR ENDOWMENT FUND OGRN (Primary State Registration Number) 1157700019608 INN / KPP (Tax Registration Code) 7703403165 / 770301001 PAO SBERBANK (Joint-Stock Company) c/a 30101810400000000225 BIC 044525225 Bank account No. 40703810038000006140 CEO Nikolsky Igor Yuryevich
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