

**Public Joint-Stock Company
LSR Group**

APPROVED BY:

May 15, 2019

Minutes No. 2/2019 dated May 15, 2019

**RELATED PARTY
TRANSACTION REPORT
for
2018**

Chief Executive Officer _____

M.Yu. Sokolov

L.S.

List of transactions made by the Company in the reporting year and categorised as interested-party transactions under the Federal Law “On Joint-Stock Companies”

List of transactions made by the Company in 2018 and categorised as interested-party transactions under the Federal Law “On Joint-Stock Companies”:				
Item No.	Date of transaction	Parties to and beneficiaries of the transaction	Subject of the transaction	Value
1.	25/01/2018	UBRD PJSC (bank), LSR. Construction-M LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 107,663,679.03
2.	25/01/2018	UBRD PJSC (bank), LSR. Construction-M LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 99,860,204.95
3.	25/01/2018	UBRD PJSC (bank), LSR. Project Management LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 160,189,138.24
4.	08/02/2018	LSR. Reinforced Concrete-NW JSC (the Vendor)	The Vendor sells, and the Purchaser buys, the share in the registered capital of ZhBI-1 LLC belonging to the Vendor, under the conditions set out in the agreement	RUB 222,000,000.00
5.	20/02/2018	LSR. Wall Materials LLC (the Borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 500,000,000.00
6.	12/02/2018	LSR. Tower Cranes-NW JSC (the Borrower)	A change to the time period within which the existing obligation is to be fulfilled	RUB 250,000,000
7.	21/02/2018	LSR. Construction-M LLC (the Assignee)	The Assignor transfers to the Assignee the right of claim with respect to the agreement between the Assignor and the Debtor (Zavod ZhBI-6 JSC)	RUB 455,738,519
8.	19/03/2018	UBRD PJSC (bank), LSR. Project Management LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 136,093,854.94
9.	26/03/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the loan agreement	RUB 7,000,000,000.00
10.	26/03/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	Agreement to pledge 100% of shares in SKV SPb JSC, the object of the pledge guaranteeing the fulfilment of all obligations on the part of LSR. Object-M LLC to the bank under the loan agreement	RUB 1,606,363,163,09
11.	26/03/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the loan agreement	RUB 3,000,000,000.00
12.	26/03/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	Agreement to pledge 100% of shares in SKV SPb JSC, the object of the pledge guaranteeing the fulfilment of all obligations on the part of LSR. Real Estate-NW LLC to the bank under the loan agreement	RUB 1,606,363,163,09
13.	29/03/2018	NPO Reconstruction JSC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 230,000,000.00
14.	29/05/2018	LSR. Wall Materials LLC (the Borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 420,000,000.00
15.	13/06/2018	LSR. Wall Materials LLC (lender)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 500,000,000.00
16.	28/06/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the loan agreement	RUB 1,000,000,000.00
17.	28/06/2018	Russian Agricultural Bank JSC (bank)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations	RUB 300,000,000.00

List of transactions made by the Company in 2018 and categorised as interested-party transactions under the Federal Law "On Joint-Stock Companies":				
Item No.	Date of transaction	Parties to and beneficiaries of the transaction	Subject of the transaction	Value
		LSR. Real Estate-M JSC (beneficiary)	under the loan agreement	
18.	13/08/2018	Terra Nova JSC (creditor), LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the Creditor for the Debtor's (beneficiary's) fulfilment of its obligations under the agreements concluded	RUB 295,676,512.00
19.	16/08/2018	LSR. Project Management LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 200,000,000.00
20.	18/09/2018	LSR. Project Management LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 500,000,000.00
21.	15/10/2018	LSR. Project Management LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 500,000,000.00
22.	26/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 878,707,502.00
23.	26/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 271,163,100.00
24.	26/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 703,424,893.00
25.	26/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 416,756,826.00
26.	26/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the bank guarantee agreement	RUB 50,686,641.00
27.	31/10/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the loan agreement	RUB 4,000,000,000.00
28.	07/11/2018	TKK LLC (creditor), LSR. Project Management LLC (beneficiary)	The Guarantor assumes liability to the Creditor for the Debtor's (beneficiary's) fulfilment of its obligations under the contractor agreement	RUB 3,283,026,824.36
29.	13/11/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	The Guarantor assumes liability to the bank for the Debtor's (beneficiary's) fulfilment of its obligations under the loan agreement	RUB 3,650,000,000.00
30.	26/11/2018	LSR. Concrete LLC (lender)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 150,000,000.00
31.	30/11/2018	LSR. Project Management LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 500,000,000.00
32.	03/12/2018	SKV SPb JSC (lender)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 4,000,000,000.00
33.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
34.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00

List of transactions made by the Company in 2018 and categorised as interested-party transactions under the Federal Law "On Joint-Stock Companies":				
Item No.	Date of transaction	Parties to and beneficiaries of the transaction	Subject of the transaction	Value
35.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
36.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
37.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-NW LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
38.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 900,000,000.00
39.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
40.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 900,000,000.00
41.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
42.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Real Estate-M JSC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 300,000,000.00
43.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
44.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
45.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
46.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
47.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
48.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
49.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,000,000,000.00
50.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 700,000,000.00
51.	17/12/2018	Russian Agricultural Bank JSC (bank) LSR. Object-M LLC (beneficiary)	A change to the time period within which the existing obligation is to be fulfilled	RUB 650,000,000.00
52.	28/12/2018	Leningradka 58 LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 2,500,000,000.00
53.	28/12/2018	LSR. Real Estate-Urals (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 2,100,000,000.00
54.	28/12/2018	LSR. Real Estate-M JSC (borrower)	A change to the time period within which the existing obligation is to be fulfilled	RUB 15,000,000,000.00
55.	28/12/2018	LSR. Real Estate-M JSC (borrower)	A change to the time period within which the existing	RUB 9,100,000,000.00

List of transactions made by the Company in 2018 and categorised as interested-party transactions under the Federal Law “On Joint-Stock Companies”:				
Item No.	Date of transaction	Parties to and beneficiaries of the transaction	Subject of the transaction	Value
			obligation is to be fulfilled	
56.	28/12/2018	LSR. Real Estate-NW LLC (borrower)	The Lender has transferred funds to the Borrower, and the Borrower has undertaken to repay the loan to the Lender within the specified timeframe	RUB 22,700,000,000.00
57.	28/12/2018	LSR. Object-M LLC (borrower)	A change to the time period within which the existing obligation is to be fulfilled	RUB 17,300,000,000.00
58.	28/12/2018	LSR LLC (borrower)	A change to the time period within which the existing obligation is to be fulfilled	RUB 9,000,000,000.00
59.	28/12/2018	LSR. Construction-NW LLC (lender)	A change to the time period within which the existing obligation is to be fulfilled	RUB 3,193,100,000.00
60.	29/12/2018	LSR Europe GmbH (borrower)	A change to the time period within which the existing obligation is to be fulfilled	RUB 1,991,452,500.00

In accordance with Paragraph 1, Article 83 of the Federal Law “On Joint-Stock Companies”, the above-mentioned interested-party transactions do not require mandatory prior consent to their execution. Consent to the execution (approval) of the above-mentioned interested-party transactions may be obtained at the request of the CEO, members of the Board of Directors or members of the Executive Board of the Company (hereinafter “members of the management bodies”).

Members of the management bodies have been duly informed of the above-mentioned interested-party transactions in accordance with the Federal Law “On Joint-Stock Companies” and the Company Charter.

No requests for consent/approval of the above-mentioned transactions were received from the members of the management bodies as at the signing date of this report.

Substantiation of the above transactions as interested party transactions:

- Interested party: A.Yu. Molchanov – CEO, Chairman of the Executive Board, Member of the Board of Directors, controlling person of LSR Group PJSC.

Substantiation of interest in transactions 1–19: A.Yu. Molchanov’s affiliates were parties to / beneficiaries in these transactions.

Substantiation of interest in transactions 1, 2, 4–7, 9–12, 14–18: A.Yu. Molchanov was the single-person executive body of LSR LLC, the managing company of the parties to / beneficiaries in these transactions.

Share of the interested party’s participation in the registered capital of LSR Group PJSC on the date of each transaction: 60.04 percent.

Proportion of shares in LSR Group PJSC owned by the interested party on the date of each transaction: 57.56 percent.

Share of the interested party’s participation in the registered capital of the legal entity which was a party to transaction 13 on the date of the transaction: 99 percent.

Proportion of shares owned by the interested party in the legal entity which was a party to transaction 13 on the date of the transaction: 99 percent.

Share of the interested party’s participation in the registered capital of the legal entities which were parties to / beneficiaries in transactions 1–12 and 14–19 on the date of each transaction: 0 percent.

Proportion of shares owned by the interested party in the legal entities which were parties to / beneficiaries in transactions 4, 6, and 16–17 on the date of each transaction: 0 percent.

- Interested party: A.Yu. Molchanov – Chairman of the Board of Directors, controlling person of LSR Group PJSC.

Substantiation of interest in transactions 20–60: A.Yu. Molchanov’s affiliates were parties to / beneficiaries in these transactions.

Share of the interested party’s participation in the registered capital of LSR Group PJSC on the date of each transaction: 60.04 percent.

Proportion of shares in LSR Group PJSC owned by the interested party on the date of each transaction: 57.56 percent.

Share of the interested party’s participation in the registered capital of legal entities which were parties to / beneficiaries in transactions 20–60 on the date of each transaction: 0 percent.

Proportion of shares owned by the interested party in the legal entities which were parties to / beneficiaries in transactions 27, 32, 38–42, and 53–55 on the date of each transaction: 0 percent.

- Interested party: D.V. Goncharov – Member of the Board of Directors of the Company.

Substantiation of interest in transaction 60: D.V. Goncharov was the single-member executive body of LSR Europe GmbH, a party to the transaction.

Share of the interested party’s participation in the registered capital of LSR Group PJSC on the transaction date: 0.014 percent.

Proportion of shares owned by the interested party in LSR Group PJSC on the transaction date: 0 percent.

Share of the interested party’s participation in the registered capital of the legal entity which was a party to transaction 60 on the transaction date: 0 percent.

- Interested party: M.Yu. Sokolov – CEO, Chairman of the Executive Committee, Member of the Board of Directors of LSR Group PJSC.

Substantiation of interest in transaction 58: M.Yu. Sokolov was the single-member executive body of LSR LLC, a party to the transaction.

Share of the interested party’s participation in the registered capital of LSR Group PJSC on the transaction date: 0 percent.

Proportion of shares owned by the interested party in LSR Group PJSC on the transaction date: 0 percent.

Share of the interested party’s participation in the registered capital of the legal entity which was a party to transaction 58 on the transaction date: 0 percent.