

**Information (materials) to be presented to the shareholders of
OJSC LSR Group in preparation for conducting the annual general meeting of shareholders on
07/04/2015**

In accordance with the notification of convening the annual general meeting of shareholders of OJSC LSR Group, OJSC LSR Group presents the following to the shareholders for purposes of familiarization:

Draft decisions of the annual general meeting of shareholders of OJSC LSR Group

Formulation of question No. 1: “Approval of the annual report of the Company according to the results of work for 2014”.

Formulation of decision on the question:

To approve the annual report of the Company on the results of work for 2014

Formulation of question No. 2: “Approval of the annual accounting (financial) statement of the Company for 2014”.

Formulation of decision on the question:

To approve the annual accounting (financial) statement of the Company for 2014.

Formulation of question No. 3: “Distribution of profit based on the results of financial 2014 year.”

Formulation of decision on the question:

To distribute the Company’s profit according to the results of financial year 2014 in the following way:

- pay out dividends for common registered shares based on 2014 results in the amount of 78 (Seventy-eight) roubles for one common registered share for total of 8,036,356,770 (Eight billion thirty-six million three hundred fifty-six thousand seven hundred seventy) roubles, including at the expense of undistributed profit from past years. Form of payment of dividends - cash. To determine the date on which persons having a right to receive dividends are determined – 18/04/2015.

- not to pay remuneration and compensation to members of the auditing committee during the period of fulfilment of their duties until the following Annual General Meeting of Shareholders of the Company;

- to approve the amount of remuneration and compensation to be paid to members of the Company Board of Directors in the period of fulfilment of their duties in 2015-2016 in the amount of 31,160,000 (Thirty-one million one hundred sixty thousand) roubles.

- not to distribute the remaining net profit according to the results of financial year 2014.

Formulation of question No. 4: “Specification of the number of members of the Company Board of Directors”.

Formulation of decision on the question:

The quantitative composition of the Board of Directors of the Company is 9 (Nine) people.

Formulation of question No. 5: “Election of members of the Board of Directors of the Company”.

Formulation of decision on the question:

To elect a Board of Directors of the Company consisting of:

1. Vakhmistrov, Aleksandr Ivanovich
2. Goncharov, Dmitry Valerievich
3. Goncharov, Oleg Vladimirovich – independent director
4. Makhnev, Aleksey Petrovich – independent director
5. Molchanov, Andrey Yurievich
6. Salakheddin Saydam – independent director
7. Sorokko, Leonid Mikhaylovich
8. Tumanova, Elena Viktorovna
9. Sheikina, Olga Mikhailovna

Formulation of question No. 6: “Election of members of the auditing committee of the Company”.

Formulation of decision on the question:

To elect an auditing committee of the Company consisting of:

1. Klevtsova, Natalia Sergeevna,
2. Terentiev, Yury Ivanovich,
3. Fradina, Ludmila Valerievna.

Formulation of question No. 7: “Approval of the auditors of the Company for 2015”.

Formulation of decision on the question:

1. To approve the accounting statement of the Company for 2015 prepared by the auditor, LLC Audit-servis SPb, according to Russian accounting standards.

2. To approve CJSC KPMG as the auditor of the consolidated statement of the Company for 2015 prepared in accordance with International Financial Reporting Standards (IFRS).

Formulation of question No. 8: “Approval of the new edition of the Charter of the Company”

Formulation of decision on the question:

To approve the new edition of the Charter of the Company.

Formulation of question No. 9: “Approval of the new edition of the Regulations concerning the Board of Directors of the Company”

Formulation of decision on the question:

To approve the new edition of the Regulations concerning the Board of Directors of the Company.

Formulation of question No. 10: “Approval of the new edition of the Regulations concerning conducting the general meeting of shareholders of the Company.”

Formulation of decision on the question:

To approve the new edition of the Regulations concerning conducting the general meeting of shareholders of the Company.

Formulation of question No. 11: “Making decisions concerning approval of transactions in cases envisioned by Article 83 of the Federal Law “On Joint-Stock Companies”

Formulation of decision on the question:

I. To approve a transaction in which there is an interest – entering into Supplementary Agreement No.3 dated 26.12.2014 (hereinafter – the Agreement) between OJSC LSR Group and OJSC Sberbank Russia (hereinafter – the Bank/Lender) to Contract of Guarantee No.0162-101511-RKL-4-P-3 dated 5th August 2011, as amended by Supplementary Agreement No.1 dated 28.08.2012 and Supplementary Agreement No.2 dated 27.11.2013 thereto, entered into between the Lender and the Guarantor (hereinafter – the Contract) to secure obligations under Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-4 dated 05.08.2011, as amended by Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 28.08.2012, Supplementary Agreement No.4 dated 27.11.2013, Supplementary Agreement No.5 dated 26.12.2014, Supplementary Agreement No.6 dated 16.02.2015 thereto, entered into between the Lender and LLC LSR Bricks and Aerated Concrete-NW, in connection with the following amendments to the Contract:

1. Clause 1.2.1. of the Contract is amended to read as follows:

“1.2.1. Loan amount (line of credit limit) and loan repayment period: maximum limit 1,049,602,539 (One billion forty-nine million six hundred two thousand five hundred thirty-nine) roubles 43 kopecks, repayment period – through 30th July 2020.

The loan shall be made through 22nd November 2013 (hereinafter – the End Date of the availability period). If, at the End Date of the period of availability, the line of credit will not be used by the Borrower in full, the free balance of the line of credit shall be closed.

Schedule of the loan:

Tranche No.	Period of issue	Amount, roubles
1	From 8th August through 22nd November 2013	84,169,844 (Eighty-four million one hundred and sixty-nine thousand eight hundred and forty-four) roubles 70 kopecks
2	From 1st February 2012 through 22nd November 2013	682,956,356 (Six hundred and eighty-two million nine hundred and fifty-six thousand three hundred and fifty-six) roubles 19 kopecks
3	From 1st May through 22nd November 2013	147,611,464 (One hundred forty-seven million six hundred eleven thousand four hundred sixty-four) roubles 47 kopecks
4	From 15th May through 22nd November 2013	134,864,874 (One hundred and thirty-four million eight hundred and sixty-four thousand eight hundred and seventy-four) roubles 08 kopecks

Loan repayment shall be made on the schedule:

Tranche No.1

Maturity date	Payment amount in roubles
17.09.2012	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
18.03.2013	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2013	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
17.03.2014	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2014	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2015	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2015	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2016	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2016	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2017	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
18.09.2017	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2018	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
07.08.2018	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 42 kop.

Tranche No.2

Maturity date	Payment amount in roubles
30.12.2013	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop. ¹
30.06.2014	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
03.07.2014	1,814,776 (One million eight hundred and fourteen thousand seven hundred and seventy-six) RUB 61 kop.
29.12.2014	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
29.06.2015	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2015	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2016	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2016	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2017	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2017	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2018	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2018	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
31.01.2019	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 75 kop.

¹ The amount shall be determined on the basis of the amount of the sample under Tranche No.2, the amount of early repayment of 1.38 euro (rouble equivalent of 54.8 roubles) held as of 06.11.2013 under the terms of the Agreement in force at the date of early repayment and the terms of Letter of Credit No.004711205500N providing equal semi-annual payments on the repayment schedule of post-import financing.

Tranche No.3

Maturity date	Payment amount in roubles
30.06.2014	1,814,776 (One million eight hundred and fourteen thousand seven hundred and seventy-six) RUB 61 kop.
03.07.2014	11,604,447 (Eleven million six hundred and four thousand four hundred and forty-seven) RUB 43 kop.
30.12.2014	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2015	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.12.2015	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2016	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.12.2016	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2017	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
29.12.2017	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
29.06.2018	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
28.12.2018	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.04.2019	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 07 kop.

Tranche No.4

Maturity date	Payment amount in roubles
30.06.2014	8,559,444 (Eight million five hundred and fifty-nine thousand four hundred and forty-four) RUB 19 kop.
25.05.2015	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2015	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2016	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2016	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2017	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2017	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2018	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2018	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2019	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
25.11.2019	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
14.05.2020	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 83 kop.

In the event of repayment of the loan by the Borrower earlier than the dates specified in this clause, in accordance with clause 6.2. of the Loan Agreement, the amounts of the loan repayment on the above schedule shall be reduced by the amounts of the loan repaid earlier than the dates specified in this clause, starting with the closest to the date of the actual repayment of the payment on the schedule. Each subsequent payment on the schedule shall be reduced by the loan amount repaid earlier than the dates specified in this clause exceeding the amount of the previous payment on the schedule.

If the maturity date of the relevant loan amount is not a business day, the period of use of the relevant amount of the loan shall be set on the first business day (including this day) following the non-business day which accounts for the relevant maturity date of the loan amount.

II. To approve a transaction in which there is an interest – the entering into between OJSC Sberbank Russia (hereinafter – the Lender/Pledge Holder) and OJSC LSR Group (hereinafter – the Pledgor) of Supplementary Agreement No.1 (hereinafter – the Agreement) to Pledge Agreement in Share Capital No.0162-101511-RKL-Z-UK dated 10.06.2014 (hereinafter – the Agreement) entered into between the Lender and the Pledgor to secure the obligations of LLC LSR Bricks and Aerated Concrete-NW (hereinafter – the Borrower) under the following Loan Agreements entered into with the Lender:

- General Non-revolving Line of Credit Facility Agreement No.0162-101511-RKL dated 01.07.2011, as amended by Supplementary Agreement No.1 dated 16.02.2015 (hereinafter – the General Agreement);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-1 dated 01.07.2011 as amended by Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 24.07.2012, Supplementary Agreement No.4 dated 27.11.2013, Supplementary Agreement No.5 dated 30.05.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 1);

- Non-Revolving Line of Credit Facility Agreement No. 0162- 101511-RKL-2 dated 01.07.2011 as amended by Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 24.07.2012, Supplementary Agreement No.4 dated 17.09.2013, Supplementary Agreement No.5 dated 30.05.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 2);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-3 dated 26.07.2011 as amended by Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 16.02.2015 (hereinafter – Loan Agreement 3);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-4 dated 05.08.2011 as amended by Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 28.08.2012, Supplementary Agreement No.4 dated 27.11.2013, Supplementary Agreement No.5 dated 26.12.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 4) – hereinafter jointly referred to as the Loan Agreements, in connection with the following amendments to the Agreement:

1. The first paragraph of clause 1.2 of the Agreement is amended to read as follows:

“1.2. The said collateral shall be provided by the fulfilment of all obligations of the BORROWER arising under the agreements entered into between LLC LSR Bricks and Aerated Concrete-NW (previously OJSC Pobeda LSR) and OJSC Sberbank Russia:

- General Non-Revolving Line Credit Facility Agreement No.0162-101511-RKL dated 01.07.2011, taking into account Supplementary Agreement No.1 dated 09.06.2012, Supplementary Agreement No.2 dated 16.02.2015 (hereinafter – the General Agreement);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-1 dated 01.07.2011, taking into account Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 24.07.2012, Supplementary Agreement No.4 dated 27.11.2013, Supplementary Agreement No.5 dated 30.05.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 1);

- Non-Revolving Line of Credit Facility Agreement No. 0162- 101511-RKL-2 dated 01.07.2011, taking into account Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 24.07.2012, Supplementary Agreement No.4 dated 17.09.2013, Supplementary Agreement No.5 dated 30.05.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 2);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-3 dated 26.07.2011, taking into account Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 16.02.2015 (hereinafter – Loan Agreement 3);

- Non-Revolving Line of Credit Facility Agreement No. 0162-101511-RKL-4 dated 05.08.2011, taking into account Supplementary Agreement No.1 dated 01.03.2012, Supplementary Agreement No.2 dated 09.06.2012, Supplementary Agreement No.3 dated 28.08.2012, Supplementary Agreement No.4 dated 27.11.2013, Supplementary Agreement No.5 dated 26.12.2014, Supplementary Agreement No.6 dated 16.02.2015 (hereinafter – Loan Agreement 4) – hereinafter jointly referred to as the Loan Agreements”.

2. Clause 1.2.5.5. of the Agreement is amended to read as follows:

“1.2.5.5. Loan repayment shall be made on the schedule:

Tranche No.1

Maturity date	Payment amount in roubles
17.09.2012	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
18.03.2013	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2013	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
17.03.2014	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2014	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2015	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2015	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2016	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.09.2016	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2017	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.

18.09.2017	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
16.03.2018	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 44 kop.
07.08.2018	6,474,603 (Six million four hundred and seventy-four thousand six hundred and three) RUB 42 kop.

Tranche No.2:

Maturity date	Payment amount in roubles
30.12.2013	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop. ¹
30.06.2014	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
03.07.2014	1,814,776 (One million eight hundred and fourteen thousand seven hundred and seventy-six) RUB 61 kop.
29.12.2014	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
29.06.2015	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2015	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2016	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2016	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2017	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2017	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.06.2018	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
28.12.2018	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 73 kop.
31.01.2019	56,761,793 (Fifty-six million seven hundred and sixty-one thousand seven hundred and ninety-three) RUB 75 kop.

¹ The amount shall be determined on the basis of the amount of the sample under Tranche No.2, the amount of early repayment of 1.38 euro (rouble equivalent of 54.8 roubles) held as of 06.11.2013 under the terms of the Agreement in force at the date of early repayment and the terms of Letter of Credit No.004711205500N providing equal semi-annual payments on the repayment schedule of post-import financing.

Tranche No.3

Maturity date	Payment amount in roubles
30.06.2014	1,814,776 (One million eight hundred fourteen thousand seven hundred seventy-six) RUB 61 kop.
03.07.2014	11,604,447 (Eleven million six hundred and four thousand four hundred and forty-seven) RUB 43 kop.
30.12.2014	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2015	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.12.2015	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2016	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.12.2016	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.06.2017	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
29.12.2017	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
29.06.2018	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
28.12.2018	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 04 kop.
30.04.2019	13,419,224 (Thirteen million four hundred and nineteen thousand two hundred and twenty-four) RUB 07 kop.

Tranche No.4:

Maturity date	Payment amount in roubles
30.06.2014	8,559,444 (Eight million five hundred and fifty-nine thousand four hundred and forty-four) RUB 19 kop.
25.05.2015	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2015	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2016	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2016	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2017	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2017	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2018	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.11.2018	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
23.05.2019	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
25.11.2019	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 78 kop.
14.05.2020	11,317,331 (Eleven million three hundred and seventeen thousand three hundred and thirty-one) RUB 83 kop.

In the event of repayment of the loan by the Borrower earlier than the dates specified in this clause, in accordance with clause 6.2. of the Loan Agreement, the amounts of the loan repayment on the above schedule shall be reduced by the amounts of the loan repaid earlier than the dates specified in this clause, starting with the closest to the date of the actual repayment of the payment on the schedule. Each subsequent payment on the schedule shall be reduced by the loan amount repaid earlier than the dates specified in this clause exceeding the amount of the previous payment on the schedule.

If the maturity date of the relevant loan amount is not a business day, the period of use of the relevant amount of the loan shall be set on the first business day (including this day) following the non-business day which accounts for the relevant maturity date of the loan amount.

3. Clause 1.3 of the Agreement is amended to read as follows:

“1.3. Description of Collateral:

The par value of the pledged shares shall be 2,076,542,416 (Two billion seventy-six million five hundred forty-two thousand four hundred sixteen) roubles 00 kopecks, which shall constitute 100 (One hundred) percent of the share capital of the BORROWER. The pledged Share shall account for 100 (One hundred) percent of the votes of the BORROWER at the General Meeting of Shareholders.

The ownership of the PLEDGOR of the collateral shall be confirmed as registered in the Charter of the BORROWER in the procedure prescribed by law.

III. To approve a transaction in which there is an interest – entering into of Supplementary Agreement No.3 dated 26.12.2014 (hereinafter – the Agreement) between OJSC LSR Group (hereinafter – the Guarantor) and OJSC Sberbank Russia (hereinafter – the Bank/Lender) to Contract of Guarantee No.0162-2-106312-P1 dated 02.08.2012, as amended by Supplementary Agreement No.1 dated 19.08.2013, and Supplementary Agreement No.2 dated 11.02.2014, concluded between the Lender and the Guarantor (hereinafter – the Contract) to secure the obligations of CJSC Industrial Leasing (hereinafter – the Borrower) under Non-Revolver Credit Facility Agreement No.0162-2-106312 dated 02.08.2012 (with free sampling mode), as amended by Supplementary Agreement No.1 dated 19.08.2013, Supplementary Agreement No.2 dated 11.02.2014, Supplementary Agreement No.3 dated 14.04.2014, Supplementary Agreement No.4 dated 26.12.2014, Supplementary Agreement No.5 dated 05.02.2015, concluded with the Lender (hereinafter – the Loan Agreement), in connection with the following modifications to the Agreement:

1. Paragraph 1.2.1. of the Contract is amended to read as follows:

“1.2.1. Credit line limit:

Validity period of the limit.	Limit amount.
From 2nd August 2012 to 1st August 2013	166,548,268 (One hundred and sixty-six million, five hundred and forty-eight thousand, two hundred and sixty-eight) roubles 74 kopecks.

The loan shall be made to 1st August 2013 (hereinafter – End Date of period of availability). If, at the end of the period of availability, the credit line will not be used in full by the Borrower, the free balance of the credit line limit will be closed.

Loan maturity shall be 1st August 2016

Loan repayment shall be made on the schedule:

Maturity date	Payment amount (rub.)
20.08.2013	7,961,160 (Seven million nine hundred and sixty-one thousand one hundred and sixty) rub. 76 kop.
26.09.2013	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
28.10.2013	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
04.02.2014[2]	2,638,600 (Two million six hundred and thirty-eight thousand six hundred) rub. 00 kopecks
17.02.2014	3,022,700 (Three million twenty-two thousand seven hundred) rub. 00 kopecks
20.02.2014	3,011,933 (Three million eleven thousand nine hundred and thirty-three) rub. 66 kopecks
25.03.2014	1,670,000 (One million six hundred and seventy thousand) rub. 00 kopecks
26.03.2014	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
28.04.2014	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
30.06.2014	6,095,500 (Six million ninety-five thousand five hundred) rub. 00 kopecks
04.08.2014	2,638,600 (Two million six hundred and thirty-eight thousand six hundred) rub. 00 kopecks
15.08.2014	3,022,700 (Three million twenty-two thousand seven hundred) rub. 00 kopecks
20.08.2014	3,011,933 (Three million eleven thousand nine hundred and thirty-three) rub. 66 kopecks
25.09.2014	1,670,000 (One million six hundred and seventy thousand) rub. 00 kopecks
26.09.2014	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
27.10.2014	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
30.12.2014	6,095,500 (Six million ninety-five thousand five hundred) rub. 00 kopecks
12.01.2015	8,063,101 (Eight million sixty-three thousand one hundred and one) rub. 20 kopecks
04.02.2015	2,638,600 (Two million six hundred and thirty-eight thousand six hundred) rub. 00 kopecks
16.02.2015	3,022,700 (Three million twenty-two thousand seven hundred) rub. 00 kopecks
20.02.2015	3,011,933 (Three million eleven thousand nine hundred and thirty-three) rub. 66 kopecks
25.03.2015	1,670,000 (One million six hundred and seventy thousand) rub. 00 kopecks
26.03.2015	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
27.04.2015	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
30.06.2015	6,095,500 (Six million, ninety-five thousand five hundred) rub. 00 kopecks
08.07.2015	8,063,101 (Eight million, sixty-three thousand one hundred and one) rub. 20 kopecks
04.08.2015	2,638,600 (Two million six hundred and thirty-eight thousand six hundred) rub. 00 kopecks
17.08.2015	3,022,700 (Three million twenty-two thousand seven hundred) rub. 00 kopecks
20.08.2015	3,011,933 (Three million eleven thousand nine hundred and thirty-three) rub. 66 kopecks
25.09.2015	1,670,000 (One million six hundred and seventy thousand) rub. 00 kopecks
28.09.2015	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
26.10.2015	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
30.12.2015	6,095,500 (Six million ninety-five thousand five hundred) rub. 00 kopecks
11.01.2016	8,063,101 (Eight million sixty-three thousand one hundred and one) rub. 20 kopecks
04.02.2016	2,638,600 (Two million six hundred and thirty-eight thousand six hundred) rub. 00 kopecks
15.02.2016	3,022,700 (Three million twenty-two thousand seven hundred) rub. 00 kopecks
22.02.2016	3,011,933 (Three million eleven thousand nine hundred and thirty-three) rub. 66 kopecks
25.03.2016	1,670,000 (One million six hundred and seventy thousand) rub. 00 kopecks
28.03.2016	1,215,500 (One million two hundred and fifteen thousand five hundred) rub. 00 kopecks
26.04.2016	1,615,900 (One million six hundred and fifteen thousand nine hundred) rub. 00 kopecks
30.06.2016	6,095,500 (Six million ninety-five thousand five hundred) rub. 00 kopecks
08.07.2016	8,063,101 (Eight million sixty-three thousand one hundred and one) rub. 20 kopecks
01.08.2016	27,152,634 (Twenty-seven million one hundred and fifty-two thousand six hundred and thirty-four) rub. 88 kopecks

If, as of the end date of the period of availability, the credit limit is not selected in full, then the amount of loan repayment under the above schedule shall be reduced by the amount of the unselected limit, starting with the first payment on the schedule. Each subsequent payment on the schedule shall be reduced by the amount of the unselected limit exceeding the amount of the previous payment on the schedule.

In the event of repayment of the loan by the Borrower earlier than the dates specified in this clause, in accordance with paragraph 6.2. of the Loan Agreement, the amounts of the loan repayment on the above schedule after adjustment for the unselected limit (if any) shall be reduced in accordance with the preceding paragraph of this clause by the amounts of the loan repaid earlier than the dates specified in this clause, starting with the closest to the date of the actual repayment of the payment on the schedule. Each subsequent payment on the schedule shall be reduced by the amounts of the loan repaid earlier than the dates specified in this clause exceeding the amount of previous payments on the schedule.

If the maturity date of the respective loan amount is not a working day, the period of use of the respective amount of the loan shall be set on the first working day (including this day) following the non-working day which accounts for the respective maturity date of the loan amount.

2. The Agreement shall enter into force on the date of its signing by the Parties and shall be an integral part of the Agreement.

3. The Agreement shall be made in triplicate, each copy having the same legal force, one of which shall be transferred to the Bank, one to the Borrower, one to the Guarantor.

IV. To approve a transaction in which there is an interest – the conclusion between OJSC LSR Group (hereinafter – the Guarantor) and OJSC Sberbank Russia (hereinafter – the Bank/Lender) of Supplementary Agreement No.2 to Contract of Guarantee No.0162-2-113712-P1 dated 08.10.2012, as amended by Supplementary Agreement No.1 dated 18.10.2013, concluded between the Lender and the Guarantor (hereinafter – the Agreement) to secure the obligations of CJSC Industrial Leasing (hereinafter – the Borrower) under Non-Revolving Credit Facility Agreement No.0162-2-113712 dated 08.10.2012 (with free sampling mode), as amended by Supplementary Agreement No.1 dated 18.10.2013, Supplementary Agreement No.2 dated 14.04.2014, Supplementary Agreement No.3 dated 05.02.2015 and Supplementary Agreement No.4 concluded with the Lender (hereinafter – the Loan Agreement) in connection with the following modifications to the Agreement:

1. Paragraph 1.1. of the Agreement is amended to read as follows:

“1.1. In accordance with the Agreement, the GUARANTOR shall be liable to the BANK for the execution by Closed Joint Stock Company Industrial Leasing (location: 190031, St. Petersburg, 36 Kazanskaya St., TIN 783835716, PSRN 5067847129257), hereinafter the BORROWER, of all obligations under Non-Revolving Credit Facility Agreement No.0162-2-113712 dated 8th October 2012, taking into account Supplementary Agreement No.1 dated 18.10.2013, Supplementary Agreement No.2 dated 14.04.2014, Supplementary Agreement No.3 dated 05.02.2015 and Supplementary Agreement No.4, hereinafter the Loan Agreement, concluded between the BANK and the BORROWER.”

2. Paragraph 1.2.1. of the Agreement is amended to read as follows:

“1.2.1. Credit line limit:

Validity period of limit	Limit amount
From 8th October 2012 to 7th October 2013	144,434,325 (One hundred and forty-four million four hundred and thirty-four thousand three hundred and twenty-five) roubles 60 kop.

The loan shall be made to 7th October 2013 (hereinafter – the End Date of the period of availability) If, at the End Date of the period of availability, the credit line will not be used in full by the Borrower, the free balance of the credit line shall be closed.

Loan maturity shall be 7th October 2016.

Loan repayment shall be made on the schedule:

Loan repayment	Payment amount (rub.)
21.10.2013	37,049,065 (Thirty-seven million forty-nine thousand and sixty-five) rub. 60 kop.
21.04.2014	1,514,740 (One million five hundred and fourteen thousand seven hundred and forty) rub. 00 kop.
20.10.2014	1,514,740 (One million five hundred and fourteen thousand seven hundred and forty) rub. 00 kop.
09.04.2015	41,935,257 (Forty-one million nine hundred and thirty-five thousand two hundred and fifty-seven) rub. 41 kop.
20.04.2015	1,514,740 (One million five hundred and fourteen thousand seven hundred and forty) rub. 00 kop.
09.10.2015	18,877,970 (Eighteen million eight hundred and seventy-seven thousand nine hundred and seventy) rub. 15 kop.
20.10.2015	1,514,740 (One million five hundred and fourteen thousand seven hundred and forty) rub. 00 kop.
11.04.2016	18,877,970 (Eighteen million eight hundred and seventy-seven thousand nine hundred and seventy) rub. 15 kop.
20.04.2016	1,514,740 (One million five hundred and fourteen thousand seven hundred and forty) rub. 00 kop.
07.10.2016	20,120,362 (Twenty million one hundred and twenty thousand three hundred and sixty-two) rub. 29 kop.

If, as of the end date of the period of availability, the credit limit is not selected in full, then the amounts of loan repayment on the above schedule shall be reduced by the amount of the unselected limit, starting with the first payment on the schedule. Each subsequent payment on the schedule shall be reduced by the amount of the loan exceeding the amount of previous payments on the schedule.

In the event of repayment of the loan by the Borrower earlier than the dates specified in paragraph 6.1. of the Loan Agreement, in accordance with paragraph 6.2. of the Loan Agreement, the amounts of the loan repayment under the above schedule after adjustment for the unselected limit (if any) shall be reduced in accordance with the preceding paragraph of this clause by the amounts of the loan repaid earlier than the dates specified in this clause, starting with the closest to the date of the actual repayment of the payment on the schedule. Each subsequent payment on the schedule shall be reduced by the loan amount repaid earlier than the dates specified in this clause exceeding the amount of the previous payment on the schedule.

If the maturity date of the respective loan amount is not a working day, the period of use of the respective amount of the loan shall be set on the first working day (including this day) following the non-working day which accounts for the respective maturity date of the loan amount.

3. The Agreement shall enter into force from the time of its signing by the Parties.

4. The Agreement shall be an integral part of the Contract.

5. The Agreement shall be made in triplicate, each copy having the same legal force, one of which shall be transferred to the Bank, one to the Borrower, one to the Guarantor.

V. To approve transactions, which are of interest, which may be conducted in the future in the process of the Company's performance of its usual business activity between the Company and persons to be recognized as interested in accordance with Article 81 of the Federal Law "On Joint-Stock Companies". The total limit amount on which such transactions may be conducted, including transactions that will be conducted in the future, with respect to obtaining and granting loans, sureties, and /or pledges to subsidiaries and related companies of OJSC LSR Group to secure the liabilities of subsidiaries and related companies of OJSC LSR Group to lenders, amounts to 50,000,000,000 (fifty billion) roubles, including possible percentages and commissions.

Board of Directors of OJSC LSR Group