

APPROVED
By the Board of Directors
of PJSC “LUKOIL”

Minutes No. 7 of 15 May 2017

Chairman of the Board of Directors
of PJSC “LUKOIL”
_____ V.I. Grayfer

Report on Interested Party Transactions Entered into by PJSC «LUKOIL» in 2016 ¹

Public Joint Stock Company “Oil company “LUKOIL” entered into 58 interested party transactions in 2016, with 57 of them approved by decision of the Board of Directors of PJSC “LUKOIL” and one of them approved by decision of the Annual General Shareholders Meeting of PJSC “LUKOIL” (see the enclosed list of transactions on 61 pages).

Interested parties for the purposes of transactions specified in the Report are members of the governing bodies of PJSC “LUKOIL”, as they (and their relatives in transactions No. 5, 20 and 24) hold positions in the governing bodies of the legal entities that are parties to transactions Nos. 1-27, 29-31, 33, 35, 37, 39-48, 50-54, 56-57 or beneficiaries in transactions Nos. 28, 32, 34, 36, 38, 49, 55 approved by the Board of Directors and the transaction approved by the Annual General Shareholders Meeting.

The amount of each of the transactions approved is less than 2 percent of the book value of assets of PJSC “LUKOIL” as recorded in its accounting (financial) statements as of the respective reporting date. One of the transactions was submitted for approval by the Annual General Shareholders Meeting of PJSC “LUKOIL” based on Article 83, paragraph 3 of Federal Law No. 208-FZ *On Joint Stock Companies* of December 26, 1995, as all the members of the Board of Directors of PJSC “LUKOIL” are recognized as interested parties with respect to this transaction and are formally deemed to be its beneficiaries.

President of PJSC “LUKOIL”

V.Yu. Alekperov


The transactions as specified below were recognized as interested party transactions and had to be approved in accordance with Federal Law No. 208-FZ of December 26, 1995 *On Joint Stock Companies* as in force until the enactment of Federal Law No. 343-FZ of July 3, 2016 “On Amendment of the Federal Law *On Joint Stock Companies*” and Federal Law “On Limited Liability Companies” to the Extent Governing Major Transactions and Interested Party Transactions (before January 1, 2017).

1. Transaction No.	1
2.1. Price (amount in USD)	USD 2,500
2.2. Price (amount in RUB)	RUB 177,800
3. Names of parties	PJSC «LUKOIL» (Licensor) LUKOIL EURASIA PETROL ANONIM ŞİRKETİ (Licensee)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to License Agreement No. 1010633 of 20.10.2010 (hereinafter the «Agreement»).
6. Subject of the transaction	<p>Pursuant to the Agreement, the Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use on the territory of the Republic of Turkey the trademarks of OAO «LUKOIL» produced in accordance with Certificates Nos. 914086, 914088 with priority right of 21 November 2006, No. 907153 with priority right of 4 October 2006 issued by the International Bureau of World Intellectual Property Organization (WIPO), to be used by the Licensee for identifying the following goods of Class 4 of the International Classification of Goods and Services (ICGS) «fuels, including motor fuels ».</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ol style="list-style-type: none"> 1. In order to bring the name of the Licensor in line with the norms of Chapter 4 of Part 1 of the Civil Code of the Russian Federation (set out in the revised version of Federal Law No.99-FZ of 05.05.2014), the words Open Joint Stock Company «Oil company «LUKOIL» and OAO "LUKOIL" will be replaced throughout the text with the words Public Joint Stock Company «Oil company «LUKOIL» and PJSC "LUKOIL", respectively. 2. The effective term of the Agreement will be extended by five years from 20.01.2016. 3. After the effective term of the Agreement is extended, the Licensee shall pay a one-off license fee to the Licensor for the use of the non-exclusive license to use trademarks for the period from the date the Supplemental Agreement enters into force through 19.01.2021, in an amount of USD2,500. <p>The fee will be paid by the Licensee in US dollars once, not later than 30 calendar days from the date the invoice is issued by the Licensor.</p> <p>The deadline for issuing the invoice is not later than 30 calendar days from the date the Supplemental Agreement enters into force. The date of payment shall be the date the funds are credited to the Licensor's transit foreign currency account.</p>

7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of LUKOIL EURASIA PETROL ANONIM ŞIRKETI.
8. Other material terms of the transaction	<p>The Licensor undertakes to extend the validity of the trademark certificates indicated in Section 1 of the Agreement and ensure that an entry on a non-exclusive license to use trademarks is made in the International Trademark Register of the International Bureau of World Intellectual Property Organization (WIPO), and to ensure that the entry on the non-exclusive license to use trademarks is extended after the trademark certificates are extended as follows:</p> <p>No. 907153 – not later than 04.10.2016;</p> <p>Nos. 914086, 914088 – not later than 21.11.2016.</p> <p>The Supplemental Agreement will enter into force for the Parties from the date of its signing, and for third parties, from the date an entry is made on the non-exclusive license to use trademarks in the International Trademark Register of the International Bureau of the World Intellectual Property Organization.</p>
1. Transaction No.	2
2.1. Price (amount in USD)	USD 242,370,000.
2.2. Price (amount in RUB)	RUB 18,514,644,300
3. Names of parties	<p>PJSC “LUKOIL” (Seller)</p> <p>I000 LUKOIL Belorussia (Buyer)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Supply Contract No. 1010063 of 26 February 2010 (hereinafter the “Contract”)
6. Subject of the transaction	<p>The Contract stipulates that the Seller supplies the Buyer, on CPT terms to railway terminals Zlynka, Krasnoye, Surazh, Rudnya, with the following products: bitumen, bituminous mixes, and bitumen stock – up to 50,000 metric tonnes, fuel oil 100 – up to 50,000 metric tonnes, diesel fuel – up to 50,000 metric tonnes, motor gasoline - up to 50,000 metric tonnes, electrode coke for the aluminium industry FEM - up to 10,000 metric tonnes, of the following producers: OOO LUKOIL-Permnefteorgsintez, OOO LUKOIL-Nizhegorodnefteorgsintez, OOO LUKOIL-Volgohradneftepererabotka, OOO LUKOIL-UNP, OAO UNPZ, OAO Novoil, OAO Ufaneftekhim. The total Contract value in US Dollars calculated at the average price of the product supplied equals USD 103,120,000. Price calculation, terms of payment and the product quality are determined in accordance with Appendices 1 and 2 making an integral part</p>

	<p>of the Contract.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - article «PRODUCER, NAME AND QUANTITY OF GOODS» is revised to stipulate an increase in the quantity of diesel fuel to 300,000 metric tonnes and motor gasoline, to 150,000 metric tonnes; - supplies under the Contract will be extended till 31 March 2017 inclusive; - article «OVERALL CONTRACT VALUE» is being revised to stipulate that the overall contract value in US Dollars calculated at the average price of the product supplied equals USD 242,370,000, where USD 136,250,000 is the value of the diesel fuel to be supplied, USD 66,000,000 is the value of the motor gasoline supplied, USD 20,000,000 is the value of the fuel oil 100 supplied, USD19,000,000 is the value of the bitumen, bituminous mixes, and bitumen stock, and USD 1,120,000 is the value of the coke supplied.
7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Supervisory Board of IOOO LUKOIL Belorussia.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the time of signing.
1. Transaction No.	3
2.1. Price (amount in USD)	The approximate amount of the annual agency fee will equal USD 138.64, plus VAT of USD 24.96. The approximate amount of the Agent’s reimbursable expenses for the year will equal USD 277,282.27, plus VAT of USD 49,910.81.
2.2. Price (amount in RUB)	The approximate amount of the annual agency fee will equal RUB 10,570, plus VAT of RUB 1,902.6. The approximate amount of the Agent’s reimbursable expenses for the year will equal RUB 21,140,000, plus VAT of RUB 3,805,200.
3. Names of parties	<p>PJSC “LUKOIL” (Agent)</p> <p>Joint Stock Company «Russian innovative fuel and energy company» (RITEK) (Principal)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Agency agreement No.1510619 of 02.12.2015 (hereinafter, the “Agreement”).
6. Subject of the transaction	Pursuant to the Agreement, at the request of the Principal the Agent undertakes to enter into a contract with JSC KPMG in its own name but at the expense of the Principal, on the performance of an audit of the Principal’s financial statements

	<p>for 2015 in accordance with Russian legal requirements regarding preparation of financial statements.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ul style="list-style-type: none"> - in connection with the entry made on 04.12.2015 in the Unified State Register of Legal Entities recording the state registration of the new version of the Principal's Charter changing the name of the Principal, RITEK will be deemed the Party to the Agreement; - point 3.1 of the Agreement is being revised to increase the amount of the Agent's fee under the Agreement from 0.01% to 0.05% of the amount of the Agent's expenses incurred during execution of the Agent's duties (exclusive of VAT), plus VAT of 18%.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing, and applies to the legal relations of the Parties arising from 04.12.2015.
1. Transaction No.	4
2.1. Price (amount in USD)	USD 1,967.47, plus VAT of USD 354.14, in aggregate – USD 2,321.62
2.2. Price (amount in RUB)	RUB 150,000, plus VAT of RUB 27,000, in aggregate – RUB 177,000
3. Names of parties	<p>OOO Bashneft-Polyus (Licensee)</p> <p>PJSC "LUKOIL" (Licensor)</p>
4. Names of beneficiaries	-
5. Name of transaction	License Agreement on providing a non-exclusive license to use trademarks (hereinafter the "Agreement")
6. Subject of the transaction	The Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use the trademarks of PJSC "LUKOIL" issued in accordance with Certificates Nos. 141748, 141747 with priority right of 20.07.1995 for the Licensee to identify goods of Classes 4, 6 and 7 of the International Classification of Goods and Services (ICGS) and services of ICGS Classes 37, 39, 42.
7. Interested parties	Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of OOO Bashneft-Polyus.

8. Other material terms of the transaction	<p>The Licensee has the right to use the trademark  only in an integrated combination with the verbal trademark “LUKOIL”. An integrated combination is deemed to be a composition where all signs are optically clear and recognizable and are in visual proximity on each and every object.</p> <p>The use (placement) by the Licensee of the Licensor’s trademarks along with other parties’ trademarks and identifications, with the exception of the trademarks of PJSOC Bashneft listed in Appendix to the Agreement, will be inadmissible.</p> <p>The license fee of 150,000, plus VAT of RUB 27,000 will be paid by the Licensee once, not later than 30 calendar days from the date the invoice is issued by the Licensor.</p> <p>Should the Licensee fail to pay the license fee on time, it will pay the Licensor a penalty of 1/10 of the license fee for each calendar day due.</p> <p>All duties, taxes and other expenses associated with the conclusion and execution of the Agreement, and with the registration of the transfer of the right to use trademarks will be borne by the Licensee.</p> <p>Granting of the right to use the said trademarks is subject to state registration with the Federal Service on Intellectual Property. Failure to comply with the state registration requirement will render the granting of the right to use the trademarks by the Licensee invalid.</p> <p>The Licensee’s right to use the trademarks arises from the moment the Agreement becomes effective. The Agreement enters into force from the date of signing and will remain valid for a term of five years.</p>
1. Transaction No.	5
2.1. Price (amount in USD)	USD 30,254,766.75, plus VAT of USD 5,445,858.01
2.2. Price (amount in RUB)	RUB 2 372,881,355.93, plus VAT of RUB 427,118,644.07
3. Names of parties	<p>OAO Futbolny Klub Spartak-Moskva [Spartak Moscow Football Club] (the Club)</p> <p>PJSC “LUKOIL” (Sponsor)</p>
4. Names of beneficiaries	-
5. Name of transaction	Sponsorship Agreement (hereinafter the “Agreement”).
6. Subject of the transaction	<p>Under the Agreement, the Sponsor provides sponsorship assistance to the Club aimed at preparing the Club’s professional sportsmen for national competitions (the Russian Championship, the Russia Cup) and international competitions in accordance with the official match schedule, on terms of distribution of the Sponsor’s advertising in accordance with the Agreement.</p>

7. Interested parties	<p>Leonid Arnoldovich Fedun, a member of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of OAO Futbolny Klub Spartak-Moskva, and his brother, Andrei Arnoldovich Fedun, is a member of the Board of Directors of OAO Futbolny Klub Spartak-Moskva.</p> <p>Alexander Kuzmich Matytsyn, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of OAO Futbolny Klub Spartak-Moskva.</p> <p>Lyubov Nikolaevna Khoba, a member of the Management Committee of PJSC “LUKOIL”, is the spouse of Alexander Kuzmich Matytsyn, a member of the Board of Directors of OAO Futbolny Klub Spartak-Moskva.</p> <p>Sergei Anatolievich Mikhailov, a member of the Board of Directors of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of OAO Futbolny Klub Spartak-Moskva</p>
8. Other material terms of the transaction	<p>The cost of advertising services for each calendar year equals RUB 338,983,050.85, plus VAT of RUB 61,016,949.15. In total, the sponsorship assistance for the entire term of the Agreement will be RUB 2,800,000,000, including VAT. Payment of the funds will be made by the Sponsor via an advance payment to the Club’s settlement account.</p> <p>The Club is obligated to assign the Sponsor the status of a General Sponsor of OAO Futbolny Klub Spartak-Moskva [Spartak Moscow Football Club] and place the Sponsor’s trademarks listed in Appendix No.1 to the Agreement in accordance with the terms of the Agreement. The Club is obligated to submit draft layouts and samples of advertising materials to the Sponsor for approval, which materials are stipulated by the Agreement. Distribution and placement of the said advertising materials is only admissible after their approval by the Sponsor in writing. The Club will provide photographic and video materials confirming the Club’s performance of its obligations under the Agreement.</p> <p>The Agreement will enter into force from the date of signing, extends to the legal relations between the Parties arising from 01 January 2016 and will remain in force till 31.12.2022, and with regard to settlements, until the Parties have discharged their obligations under the Agreement in full.</p>
1. Transaction No.	6
2.1. Price (amount in USD)	The approximate fees for the services USD 63,259.11, plus VAT of USD 11,386.64.
2.2. Price (amount in RUB)	The approximate fees for the services RUB 5,000,000, plus VAT of RUB 900,000.


3. Names of parties	RITEK (Client) PJSC “LUKOIL” (Contractor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Service Contract No.1210628 of 18.09.2012 (hereinafter the “Contract”).
6. Subject of the transaction	<p>Pursuant to the Contract, the Contractor undertakes to provide real-time well construction monitoring services according to the procedure and on the terms stipulated by the Contract (hereinafter the “services”), and the Client undertakes to provide the Contractor with all information and documents required to provide the said services in a timely manner, to accept the services rendered, and to pay the Contractor for the services provided.</p> <p>In accordance with the Supplemental Agreement, the Contractor undertakes to perform real-time well construction monitoring at the V.N. Vinogradov field.</p>
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	<p>The services will be provided by the Contractor at wells where construction is performed as part of the V.N.Vinogradov Field Investment Project (the Project’s investment classification code is U063A0694A).</p> <p>The Supplemental Agreement enters into force from the time of signing by the Parties, extends to the legal relations between the Parties arising from 1 January 2016 and will remain in effect through the term of validity of the Contract.</p>
1. Transaction No.	7
2.1. Price (amount in USD)	The approximate fee for the services is USD 25,303.64, plus VAT of USD 4,554.66
2.2. Price (amount in RUB)	The approximate fee for the services is RUB 2,000,000, plus VAT of RUB 360,000
3. Names of parties	RITEK (Client) PJSC “LUKOIL” (Contractor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Contract No.1210628 of 18.09.2012 (hereinafter the “Contract”).

6. Subject of the transaction	<p>Pursuant to the Contract, the Contractor undertakes to provide real-time well construction monitoring services according to the procedure and on the terms stipulated by the Contract (hereinafter the “services”), and the Client undertakes to provide the Contractor with all information and documents required to provide the said services in a timely manner, to accept the services rendered, and to pay the Contractor for the services provided.</p> <p>In accordance with the Supplemental Agreement, the Contractor undertakes to perform real-time well construction monitoring at the Aprelskoye field.</p>
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	<p>The services will be provided by the Contractor at wells where construction is performed as part of the Aprelskoye Field Investment Project (the Project’s investment classification code is U063A0690A.).</p> <p>The Supplemental Agreement enters into force from the time of signing by the Parties, extends to the legal relations between the Parties arising from 1 January 2016 and will remain in effect through the term of validity of the Contract.</p>
1. Transaction No.	8
2.1. Price (amount in USD)	USD 56,603.77
2.2. Price (amount in RUB)	RUB 4,500,000
3. Names of parties	<p>PJSC “LUKOIL” (Company)</p> <p>Russian Public Organisation Russian Union of Industrialists and Entrepreneurs (Union)</p>
4. Names of beneficiaries	-
5. Name of transaction	Donation Contract (hereinafter the “Contract”)
6. Subject of the transaction	<p>In accordance with the Contract, the Company will provide the Union with charitable assistance in the form of a donation of monetary funds in the amount of RUB 4,500,000. The Union undertakes to use the funds received for the performance of charter activities in 2016.</p>
7. Interested parties	<p>Vagit Yusufovich Alekperov, President of PJSC "LUKOIL", a member of the Board of Directors of PJSC “LUKOIL” and Chairman of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Management Board’s Executive Bureau of the Russian Public Organisation</p>

	<p>Russian Union of Industrialists and Entrepreneurs.</p> <p>Leonid Arnoldovich Fedun, a member of the Board of Directors of PJSC “LUKOIL”, is simultaneously a member of the Management Board of the Russian Public Organisation Russian Union of Industrialists and Entrepreneurs.</p>
8. Other material terms of the transaction	<p>The date of transfer of funds is the day when they are debited from the Company’s settlement account.</p> <p>The Contract enters into force from the time of signing, and shall remain in effect until the Parties perform their obligations in full.</p>
1. Transaction No.	9
2.1. Price (amount in USD)	USD 704,000
2.2. Price (amount in RUB)	RUB 55,968,000
3. Names of parties	<p>PJSC “LUKOIL” (Licensor)</p> <p>I000 LUKOIL Belorussia (Licensee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to License Agreement No.1410704 of 10.10.2014 (hereinafter the “Agreement”)
6. Subject of the transaction	<p>Pursuant to the Agreement, the Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use on the territory of the Republic of Belarus the trademarks of PJSC “LUKOIL” produced in accordance with certificates issued by the International Bureau of World Intellectual Property Organization.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <p>1. In connection with the change in the name of the Licensor, the words Open Joint Stock Company “Oil company “LUKOIL” and OAO "LUKOIL" will be replaced throughout the text with the words Public Joint Stock Company “Oil company “LUKOIL” and PJSC "LUKOIL", respectively, with the exception of the titles of the Style Book, Album and the Corporate Requirements;</p> <p>2. Point 7.1 of the Agreements shall be revised to stipulate that:</p> <ul style="list-style-type: none"> - the Licensee undertakes to pay the Licensor a fee of at least USD 8,100 for each calendar year for the use of the non-exclusive license; - the formula used to calculate the annual fee payable to the Licensor be changed; - if the fee calculated according to the formula is less than

	<p>USD 8,100, the annual fee that the Licensee will pay to the Licensor will equal USD 8,100;</p> <p>3. Under sub-point 2.1.7 of the Agreement, the Parties will approve the updated list of Properties where the Licensor's trademarks are used as of 01.01.2015, pursuant to Appendix No.1 to the Supplemental Agreement;</p> <p>4. Under point 7.3 of the Agreement, the Parties agree to establish new basic rates for the calculation of the aggregate annual fee for the use of the non-exclusive license under the Agreement, revising Appendix No.3 to the Agreement in accordance with Appendix No.2 to the Supplemental Agreement;</p> <p>5. Proceeding from point 7.1 of the Agreement, in the text of the Supplemental Agreement the Parties have agreed that the fee for the use of the non-exclusive license in 2015 will equal USD 704,000;</p> <p>6. Section 12 of the Agreement «Legal Addresses and Banking Details» will be set out in a new version.</p>
7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of IOOO LUKOIL Belorussia.
8. Other material terms of the transaction	All other terms remain unchanged.
1. Transaction No.	10
2.1. Price (amount in USD)	The approximate commission fee is USD 1,700,154.56
2.2. Price (amount in RUB)	The approximate commission fee is RUB 132,000,000
3. Names of parties	PJSC "LUKOIL" (Commission Agent) RITEK (Principal)
4. Names of beneficiaries	-
5. Name of transaction	Commission Contract (hereinafter the "Contract")
6. Subject of the transaction	In accordance with the Contract, the Commission Agent undertakes on the instructions of the Principal and for a fee to perform transactions involving the export of oil, hereinafter, the "goods", to the Republic of Belarus in its own name, but using the funds of the Principal.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of RITEK.</p>

8. Other material terms of the transaction	<p>The Principal must compensate the Commission Agent for all expenses related to the sale of the Principal's goods in accordance with the terms agreed upon in the Contract.</p> <p>The Principal undertakes to pay the Commission Agent a commission fee in the amount of RUB 220 for each net tonne of the goods sold to a Buyer, plus 18% VAT on the amount of the commission fee.</p> <p>The Contract enters into force from the time of its signing and will remain in force until 31 March 2017, and as regards mutual settlements – until they have been completed in full.</p>
1. Transaction No.	11
2.1. Price (amount in USD)	The approximate commission fee is USD 4,222,050.49
2.2. Price (amount in RUB)	The approximate commission fee is RUB 327,800,000
3. Names of parties	PJSC «LUKOIL» (Commission Agent) RITEK (Principal)
4. Names of beneficiaries	-
5. Name of transaction	Commission Contract (hereinafter the «Contract»)
6. Subject of the transaction	In accordance with the Contract, the Commission Agent undertakes on the instructions of the Principal and for a fee to perform transactions involving the sale of oil, hereinafter, the «goods», on the export market in its own name, but using the funds of the Principal.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC «LUKOIL», is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	<p>The Principal must compensate the Commission Agent for all expenses related to the sale of the Principal's goods in accordance with the terms agreed upon in the Contract.</p> <p>The Principal undertakes to pay the Commission Agent a commission fee in the amount of RUB 220 for each net tonne of the goods sold to a Buyer, plus 18% VAT on the amount of the commission fee.</p> <p>The Contract enters into force from the time of its signing and will remain in force until 31 March 2017, and as regards mutual settlements – until they have been completed in full.</p>
1. Transaction No.	12
2.1. Price (amount in USD)	USD 2,031.42, plus VAT of 365.66, in aggregate – USD 2,397.07

2.2. Price (amount in RUB)	RUB 150,000, plus VAT of RUB 27,000, in aggregate – RUB 177,000
3. Names of parties	The Fund for Regional Social Programmes “Our Future” (Licensee or the Fund) PJSC “LUKOIL”(Licensor)
4. Names of beneficiaries	-
5. Name of transaction	License Agreement on providing a non-exclusive license to use trademarks (hereinafter the “Agreement”)
6. Subject of the transaction	The Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use the trademarks of PJSC “LUKOIL” issued in accordance with Certificates Nos. 141748, 141747 with priority right of 20.07.1995 for the Licensee to identify goods and services of ICGS Classes 16, 35, 36 and 42.
7. Interested parties	Vagit Yusufovich Alekperov, President, Chairman of the Management Committee, a member of the Board of Directors of PJSC “LUKOIL”, is simultaneously Chairman of the Board of the Fund for Regional Social Programmes “Our Future”.
8. Other material terms of the transaction	<p>The Licensee has the right to use the trademark  only in an integrated combination with the verbal trademark “LUKOIL”. An integrated combination is deemed to be a composition where all signs are optically clear and recognizable and are in visual proximity on each and every object.</p> <p>The use (placement) by the Licensee of the Licensor’s trademarks along with other parties’ trademarks and identifications, with the exception of the trademarks of the Fund listed in Appendix to the Agreement, will be inadmissible.</p> <p>The Licensee has the right to inter into sub-license agreements with the Licensor’s prior written permission.</p> <p>The license fee of 150,000, plus VAT of RUB 27,000 will be paid by the Licensee once, not later than 30 calendar days from the date the invoice is issued by the Licensor.</p> <p>Should the Licensee fail to pay the license fee on time, it will pay the Licensor a penalty of 1/10th of the license fee for each calendar day due.</p> <p>In the event of sub-license agreements with third parties the Licensee undertakes to pay the Licensor an additional fee of RUB 30,000, plus VAT of 18% (RUB 5,400), in aggregate – RUB 35,400 for each sub-license agreement.</p> <p>All duties, taxes and other expenses associated with the conclusion and execution of the Agreement, and with the</p>

	<p>registration of the transfer of the right to use trademarks will be borne by the Licensee.</p> <p>Granting of the right to use the said trademarks is subject to state registration with the Federal Service on Intellectual Property. Failure to comply with the state registration requirement will render the granting of the right to use the trademarks by the Licensee invalid.</p> <p>The Licensee's right to use the trademarks arises from the moment the Agreement becomes effective. The Agreement enters into force from the date of signing and will remain valid for a term of five years.</p>
1. Transaction No.	13
2.1. Price (amount in USD)	USD 234,942.33
2.2. Price (amount in RUB)	RUB 16,500,000
3. Names of parties	<p>PJSC «LUKOIL» (Company)</p> <p>International Association of Trade Union Organisations of OAO «LUKOIL» (Association)</p>
4. Names of beneficiaries	-
5. Name of transaction	Donation agreement (hereinafter the «Agreement»).
6. Subject of the transaction	<p>Pursuant to the Agreement the Company undertakes to transfer a donation to the Association to organize and run the 3rd Young Professionals' Forum of LUKOIL Group organisations from 24 to 27 April 2016 at Snegiry Recreational Complex in the Moscow Region in accordance with its Budget of Expenses (Annex 1 to the Agreement). The amount of the donation will be RUB 16,500,000.</p>
7. Interested parties	<p>Sergei Petrovich Kukura, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO «LUKOIL».</p> <p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO «LUKOIL».</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO «LUKOIL».</p>
8. Other material terms of the transaction	<p>The Company has the right to exercise control over the use of the funds transferred. The Association undertakes to provide the Company with a report on the use of transferred funds by 31 July 2016. If funds are used for purposes other than the designated purpose, the Association undertakes to return the</p>

	amount received within 10 days from the date it receives the Company's demand for repayment of previously transferred funds. The Agreement enters into force from the time of its signing, and shall remain in effect until the Parties perform their obligations in full.
1. Transaction No.	14
2.1. Price (amount in USD)	USD 405,809.48
2.2. Price (amount in RUB)	RUB 28,500,000
3. Names of parties	PJSC "LUKOIL" (Company) International Association of Trade Union Organisations of OAO "LUKOIL" (Association)
4. Names of beneficiaries	-
5. Name of transaction	Donation agreement (hereinafter the "Agreement").
6. Subject of the transaction	Pursuant to the Agreement the Company undertakes to transfer a donation to the Association to organize and run the 6th Spartakiad (Sports Games) of LUKOIL Group employees from 20 to 23 June 2016 at LUKOIL-PERM facilities in Perm in accordance with its Budget of Expenses (Annex 1 to the Agreement). The amount of the donation will be RUB 28,500,000 (VAT-exempt).
7. Interested parties	Sergei Petrovich Kukura, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO "LUKOIL". Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO "LUKOIL". Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of the International Association of Trade-Union Organisations of OAO "LUKOIL".
8. Other material terms of the transaction	The Company has the right to exercise control over the use of the funds transferred. The Association undertakes to provide the Company with a report on the use of transferred funds by 30 November 2016. If funds are used for purposes other than the designated purpose, the Association undertakes to return the amount received within 10 days from the date it receives the Company's demand for repayment of previously transferred funds. The Agreement enters into force from the time of its signing, and shall remain in effect until the Parties perform their obligations in full.

1. Transaction No.	15
2.1. Price (amount in USD)	USD 1,975.69 per month, plus VAT of USD 355.62
2.2. Price (amount in RUB)	RUB 139,443.90 per month, plus VAT of RUB 25,099.90
3. Names of parties	PJSC “LUKOIL” (Lessor) Independent non-profit organisation LUKOIL Athletic Club (Lessee)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Agreement on the lease of non-residential premises No. 0610146 of 01.02.2006 (hereinafter the “Agreement”).
6. Subject of the transaction	In accordance with the Agreement and the Supplemental Agreements thereto, the Lessor provides to the Lessee for temporary use the non-residential premises with a total area of 63.6 m ² , located at the address: Pokrovsky bulvar 3, bldg. 1, Moscow. In accordance with the Supplemental Agreement to the Agreement: 1. Point 4.6 shall be added to the Agreement whereby the interest on the debt amount shall neither be charged nor paid (‘interest on pecuniary obligations’) for the term of use of the funds as stipulated in article 317.1 of the Civil Code of the Russian Federation. 2. From 01.02.2016, the lease fee will increase to 139,443.90 per month, plus VAT of RUB 25,099.90.
7. Interested parties	Evgeny Leonidovich Khavkin, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Supervisory Board of the Independent non-profit organisation LUKOIL Athletic Club.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of its signing, and extends to the legal relations between the Parties arising from 01.02.2016, and with respect to point 1 - from 01.06.2015.
1. Transaction No.	16
2.1. Price (amount in USD)	No financial terms stipulated.
2.2. Price (amount in RUB)	No financial terms stipulated.
3. Names of parties	LLC Bashneft-Polus (Bashneft-Polus) PJSC “LUKOIL”(LUKOIL, Participant) PJSOC Bashneft (Bashneft, Participant)
4. Names of beneficiaries	-

5. Name of transaction	Supplemental Agreement to Contract on the terms for financing by the Participants of the operations of Limited Liability Company Bashneft-Polus No. 1111116 dated 27 December 2011 (hereinafter the “Contract”)
6. Subject of the transaction	<p>The Contract determines the procedure and the terms of providing finance to Bashneft-Polus by the Participants and repayment by the former of the funds received. The financing required by Bashneft-Polus for its business operations shall be provided by the Participants by granting loans on the terms and conditions determined in accordance with the Contract, if not otherwise provided by a Unanimous Decision of the Participants.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - the terms ‘Agreed rate’ (p.1.1.54) and ‘Financial Obligation’ (p.1.1.69) shall be amended; - sub-point «a» of point 3.4.5 of the Contract shall be revised to amend the requirements for the Participant’s total loan amount under the loan agreements; - point 5.2 of the Contract shall be set out in a revised version whereby Bashneft-Polus is obligated within three business days to initiate repayment of the current debt under the loan agreements, should the admissible balance is exceeded by over RUB 1,000,000; - point 6.3.2 of the Contract shall be revised to change the payment procedure for the interest due under the loan agreements Bashneft-Polus is to follow; - amendments shall be made to Appendix No. 1 «Form of the Participant’s Loan Agreement», « Form of the Designated Borrower’s Loan Agreement » and Appendix No. 4 «Form of the Pooling Agreement» to the Contract.
7. Interested parties	Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of LLC Bashneft-Polus.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of its signing by the authorized representatives of the Parties, extends to the legal relations between the Parties arising from 01.06.2015 and remains in effect throughout the term of the Contract (during the entire term of existence of Bashneft-Polus, if the Contract is not terminated early by the Parties in accordance with a Unanimous Decision of the Participants).
1. Transaction No.	17
2.1. Price (amount in USD)	The approximate value of the transaction is USD 409,778,154.59, including loan interest accrued.

2.2. Price (amount in RUB)	The approximate value of the transaction is RUB 29,000,000,000, including loan interest accrued.
3. Names of parties	PJSC “LUKOIL” (Lender) LLC Bashneft-Polus (Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Loan agreement № 1210022 of 19.01.2012 (hereinafter the “Agreement”).
6. Subject of the transaction	<p>The Lender will provide monetary funds to the Borrower in an amount of up to RUB 19,171,000,000, pursuant to the terms of the Agreement and the Supplemental Agreements thereto, and in accordance with the conditions and rules established by the Contract on the terms for financing by the Participants of the operations of Limited Liability Company Bashneft-Polus No. 1111116 dated 27 December 2011 (hereinafter the “Contract”), concluded between the Borrower, the Lender and Public Joint Stock Oil Company Bashneft (which is the second participant in LLC Bashneft-Polus), on conditions of repayment, interest payment, maturity and targeted use. The Borrower undertakes to use the monetary funds received for their targeted purpose, and to repay the amount of the loan received to the Lender and to pay the interest accrued thereon by the dates and according to the procedure established by the Agreement and Contract.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ol style="list-style-type: none"> 1. Point 2.1 of the Agreement shall be set out in a revised version whereby the funds will be granted on a revolving basis, with the total amount of debt determined as the amount in excess of the total amount of the Tranches actually provided over the amount of payments made by the Borrower to repay the Tranches granted thereto (the Debt) at any moment during the effective term of the Agreement may not exceed RUB 19,171,000,000. 2. from 01.01.2016 interest rate under the Agreement shall be revised and point 3.1 of the Agreement shall be set out in a revised version whereby interest will be calculated at a rate equaling a product of the RF Central Bank key rate and the coefficient of 0.76. 3. Point п.3.2 of the Agreement shall be set out in a revised version whereby interest shall be accrued on the actual amount of Debt from the date the loan is granted to the date the entire loan is repaid by the Borrower to the Lender. 4. Point 3.4 of the Agreement shall be set out in a revised version whereby interest shall be accrued on the actual amount of Debt daily As of the start of the day. 5. Point 3.5 of the Agreement shall be set out in a revised

	<p>version changing the procedure of payment for accrued interest under the Agreement.</p> <p>6. A provision on non-applicability of the norm of point 1 Article 317.1 of the RF Civil Code to legal relations between the Parties that have not been regulated by the terms of the Agreement and (or) the Contract shall be added to point 8.1 of the Agreement.</p>
7. Interested parties	Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of LLC Bashneft-Polus.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of its signing by the authorized representatives of the Parties and extends to the relations between the Parties arising from 01.06.2015, and with respect to point 2 - from 01.01.2016.
1. Transaction No.	18
2.1. Price (amount in USD)	The approximate value of the transaction is up to USD 14,978,098.06, including loan interest accrued.
2.2. Price (amount in RUB)	The approximate value of the transaction is up to RUB 1,060,000, including loan interest accrued.
3. Names of parties	LLC Bashneft-Polus (Lender) PJSC “LUKOIL” (Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Loan agreement № 1210123 of 01.03.2012 (hereinafter the “Agreement”).
6. Subject of the transaction	In accordance with the Agreement and the conditions and rules established by the Contract on the terms for financing by the Participants of the operations of Limited Liability Company Bashneft-Polus No. 1111116 dated 27 December 2011 (hereinafter the “Contract”), concluded between the Borrower, the Lender and Public Joint Stock Oil Company Bashneft (which is the second participant in LLC Bashneft-Polus), the Lender provides the Borrower with a revolving special-purpose loan in lump sum or in instalments (Tranches), whereby the total amount of debt determined as the amount in excess of the total amount of the Tranches actually provided over the amount of payments made by the Borrower to repay the Tranches granted thereto (the Debt) at any moment during the effective term of the Agreement may not exceed RUB 1,000,000,000, while the Borrower undertakes to repay the funds received and pay interest thereon within the deadlines and in accordance with the procedure stipulated in the Agreement.

	<p>In accordance with the Supplemental Agreement to the Agreement:</p> <p>1. from 01.01.2016 the interest rate under the Agreement shall be revised and point 6.1 of the Agreement shall be set out in a revised version whereby interest will be calculated at a rate equaling a product of the RF Central Bank key rate and the coefficient of 0.76.</p> <p>2. Point 6.2 of the Agreement shall be set out in a revised version whereby interest will be charged on each Tranche from the day following the day when the Tranche was granted.</p> <p>3. Point 6.3 of the Agreement shall be set out in a revised version whereby interest will be charged on each part of the Debt repaid by the Borrower within the period ending on the day when the Borrower repays such part of the Debt to the Lender.</p> <p>4. A provision on non-applicability of the norm of point 1 Article 317.1 of the RF Civil Code to legal relations between the Parties that have not been regulated by the terms of the Agreement and (or) the Contract shall be added to point 12.3 of the Agreement.</p> <p>5. Article 15 of the Agreement «Addressed and Details of the Parties» shall be set out in a revised version.</p>
7. Interested parties	Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of LLC Bashneft-Polus.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of its signing by the authorized representatives of the Parties and extends to the legal relations between the Parties arising from 01.06.2015, and with respect to points 1 and 5 - from 01.01.2016
1. Transaction No.	19
2.1. Price (amount in USD)	USD 299,402.18 per month, plus VAT of USD 53,892.39 per month
2.2. Price (amount in RUB)	RUB 20,479,108.83 per month, plus VAT of RUB 3,686,239.59 per month
3. Names of parties	RITEK (Sub-Lessee) PJSC “LUKOIL” (Lessee)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Sub-Lease Agreement No.1310855 of 30 December 2013 (hereinafter the “Agreement”).


6. Subject of the transaction	<p>In accordance with the Agreement, the Lessee provides to the Sub-Lessee for temporary use the non-residential premises with a total area of 6,639.3 m², located in the building at the address: 3 Bolshaya Ordynka, Moscow. The outline of the premises is given in floor plans (Appendix 1) to the Agreement.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ul style="list-style-type: none"> - on 29.02.2016 the Sub-Lessee returned the Lessee a part of the leased premises located in Premise V of 63.1m² on the building's second floor; - from 01.03.2016, the total floor space of the sub-leased premises shall be 6,576.2 m²; - from 01.03.2016, the lease payment for the sub-leased premises shall be RUB 20,479,108.83 per month, plus VAT of RUB 3 686 239,59. From 01.03.2016 the total lease payment under the Agreement shall be RUB 24,165,348.42 per month.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing and extends to the legal relations between the parties in effect since 29.02.2016.
1. Transaction No.	20
2.1. Price (amount in USD)	USD 1,151.66 per month, plus VAT of USD 207.29
2.2. Price (amount in RUB)	RUB 78,773.52 per month, plus VAT of RUB 14,179.23 рублей.
3. Names of parties	<p>PJSC "LUKOIL" (Lessor)</p> <p>Non-Profit Organisation LUKOIL Charitable Foundation (Lessee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Agreement on the lease of non-residential premises No. 0710169 of 16.03.2007 (hereinafter the "Agreement").
6. Subject of the transaction	In accordance with the Agreement the Lessor provides to the Lessee for temporary use the non-residential premises (rooms No. 16 and 17) with a total area of 34.2 m ² , located in Premise No.1 on the fourth floor of Building B at the address: Sretensky bulvar 11, Moscow.

	<p>In accordance with the Supplemental Agreement to the Agreement,</p> <p>1. From 01.06.2016, the lease fee will increase to RUB 78,773.52 per month, plus VAT of RUB 14,179.23. The total lease payment under the Agreement will be RUB 92,952.75 per month including VAT.</p> <p>2. Point 4.7 will be added to the Agreement whereby interest on the principal amount (interest on debt) for the period of use of the funds stipulated in Article 317.1 of the Civil Code of the Russian Federation shall be neither accrued nor paid.</p>
7. Interested parties	<p>Vagit Yusufovich Alekperov, President, Chairman of the Management Committee, and member of the Board of Directors of PJSC “LUKOIL”, is the brother of Nelli Yusufovna Alekperov, a member of the Foundation Board.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Foundation Board.</p> <p>Alexander Kuzmich Matytsyn, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Foundation Board.</p> <p>Lyubov Nikolaevna Khoba, a member of the Management Committee of PJSC “LUKOIL”, is the spouse of Alexander Kuzmich Matytsyn, a member of the Foundation Board.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing, and with regard to point 2, it will extend to the legal relations of the Parties in effect since 01.06.2015.
1. Transaction No.	21
2.1. Price (amount in USD)	The quarterly cost of services is USD 654,770.06, plus VAT of USD 117,855.61
2.2. Price (amount in RUB)	The quarterly cost of services is RUB 44,786,272, plus VAT of RUB 8,061,528.96
3. Names of parties	PJSC “LUKOIL” (Contractor) PJSC RITEK (Client)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Comprehensive Services Contract No. 0811161/09W0017 of 25 December 2008 (hereinafter the “Contract”).
6. Subject of the transaction	In accordance with the Contract, the Contractor undertakes, following the procedure and on the terms stipulated by the Contract, to provide the Client with services on coordinating commercial, production and other types of operations of the Client, and the Client undertakes to promptly provide the Contractor with all information and documents necessary to provide the given services, and also to accept the services

	<p>provided and pay the Contractor the established compensation.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - Article 3.1 of the Contract shall be revised to stipulate that from 01.01.2016 the cost of services under the Contract for the period of provision of services shall be determined in the Acts on the provision of services for the same period. The cost for the services provided shall be issued by the Contractor together with the VAT invoice; - from 01.04.2016, a new section on services provided to the Client by the Contractor's Power Generation Block shall be added to the list of services associated with provision, due organization and coordination of commercial, production and other types of operations of the Client to be provided under the Contract (Appendix 1 to the Contract); - Article 9 «Legal addresses and Banking details» of the Contract is being updated with respect of the Client's location from 12.02.2016.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC «LUKOIL», is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	All other terms remain unchanged.
1. Transaction No.	22
2.1. Price (amount in USD)	The approximate amount of the commission fee is USD 284,406.70.
2.2. Price (amount in RUB)	The approximate amount of the commission fee is RUB 18,540,000.
3. Names of parties	<p>RITEK (Principal)</p> <p>PJSC «LUKOIL» (Commission Agent)</p>
4. Names of beneficiaries	-
5. Name of transaction	Commission Agreement (hereinafter the «Agreement»).
6. Subject of the transaction	In accordance with the Agreement, the Commission Agent undertakes for a fee and on the instructions of the Principal to carry out transactions on the sale on the external market of the Principal's oil (hereinafter the «Commodity»), in its own name and at the expense of the Principal, on terms of FOB Kamenny (Obskaya Guba) and/or FOB Murmansk.

7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	<p>The amount of the commission fee payable by the Principal to the Agent is RUB 180 for each net tonne of the commodity sold to the Buyer, plus VAT at the rate of 18% of the amount of the commission fee.</p> <p>Prior to loading the Agent shall coordinate with the Principal the terms of the export contract, including the terms of loading tankers, laytime, time of presentation of tankers for loading, expected arrival time for tankers, dead freight, demurrage, quality and quantity of the commodity.</p> <p>The Principal must compensate the Commission Agent for all expenses related to the sale of the Principal’s commodity in accordance with the terms agreed upon in the Contract.</p> <p>The Agreement enters into force from the time of its signing and will remain in force until 30 June 2017, and as regards mutual settlements – until they have been completed in full.</p>
1. Transaction No.	23
2.1. Price (amount in USD)	USD 29,719.85 per month, plus VAT of USD 5,349.57
2.2. Price (amount in RUB)	RUB 1,971,317.87 per month, plus VAT of RUB 354,837.23
3. Names of parties	<p>PJSC “LUKOIL” (Lessee)</p> <p>RITEK (Sub-Lessee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Sub-Lease Agreement No.1410186 of 17 April 2014 (hereinafter the “Agreement”).
6. Subject of the transaction	<p>In accordance with the Agreement, the Lessee provides to the Sub-lessee for the temporary use of the non-residential premises in the building at the address: 1 ulitsa Bolshaya Ordynka, Moscow, including office premises with a total area of 321.3 m², and public catering premises with a total area of 618.9 m² (hereinafter the “Premises”), specifically:</p> <ul style="list-style-type: none"> - Rooms No. 12, 13, 14, 14a, 15, 16, 17, 18, and 19, located in Premises IX on the second floor (Premises 1); - Rooms No. 22, 23, and 26-42, located in Premises III on the semi-basement (Ts) floor (Premises 2). <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ul style="list-style-type: none"> - from 02.04.2016 the Lessee transfers to the Sub-Lessee a

	<p>garage with five car parking units with a total area of 191.0 m², Premises 1 on the floor P located in the building at the address: 1 ulitsa Bolshaya Ordynka, Moscow, in accordance with the Technical Inventory Bureau passport;</p> <p>- point 3.1 of the Agreement shall be revised to stipulate that from 02.04.2016 the Sub-Lessee undertakes to pay the Lessee as follows: for the use of Premises 1 - lease payment of RUB 57,878.81 per m² of the total floor space per year, plus VAT of RUB10,418.19, in aggregate - RUB1,549,705.14 per month, plus VAT of RUB278,946.93; for the use of Premises 2 – lease payment of RUB 6,584.75 per m² of the total floor space per year, plus VAT of RUB 1,185.26, in aggregate - RUB 339, 608.48 per month, plus VAT of RUB 61,129.53 ; for the use of five car parking units - lease payment of RUB 16,400.85 per car parking unit per month, plus VAT of RUB 2,952.15, in aggregate - RUB 82,004.25 per month, plus VAT of RUB 14,760.77;</p> <p>- from 02.04.2016 the total lease payment for the use of all Premises under the Agreement will be RUB 1,971,317.87 per month, plus VAT of RUB 354,837.23, in aggregate - RUB 2,326,155.10 per month (including VAT).</p>
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	All other terms remain unchanged. The Supplemental Agreement enters into force from the date of signing and extends to the legal relations between the parties in effect since 02.04.2016.
1. Transaction No.	24
2.1. Price (amount in USD)	USD 2,500
2.2. Price (amount in RUB)	RUB 162,675
3. Names of parties	<p>PJSC “LUKOIL” (Licensor)</p> <p>LUKOIL Lubricants Europe GmbH (Licensee)</p>
4. Names of beneficiaries	-
5. Name of transaction	License Agreement on the provision of a non-exclusive license to use the trademarks (hereinafter the “Agreement”).
6. Subject of the transaction	The Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use the trademarks of PJSC “LUKOIL” on the territory of the European Union issued in accordance with Certificates Nos. 691220, with priority right of 6 November 1997, Nos.699471

	<p>and 699736 with priority right of 13 May 1998, Nos. 982861, 979101, 978890, 989522, 983059, 983047, 978888 with priority right of 6 March 2008, Nos.1049231, 1045344 with priority right of 29 December 2009, Nos.999217, 999218, 999274, 999291 with priority right of 9 September 2008, issued by the International Bureau of World Intellectual Property Organization, to use by the Licensee with the following products of Class 4 of the International Classification of Goods and Services (ICGS) «industrial oil, industrial grease; lubricating oil; motor oils; greases; lubricants»; in accordance with Certificates Nos.678644, 681461, 678637 with priority right of 12 May 1997 issued by the International Bureau of World Intellectual Property Organization to use by the Licensee with the following products of Class 01 ICGS «chemical preparations for industrial and scientific purposes», and Class 35 ICGS «advertisement; marketing».</p> <p>The Licensee’s right to use trademarks shall arise from the time the Agreement enters into force.</p>
7. Interested parties	<p>Anatoly Alekseevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is the father of Aleksei Anatolievich Moskalenko, Managing Director of LUKOIL Lubricants Europe GmbH.</p>
8. Other material terms of the transaction	<p>The Licensee has the right to use the trademark  only in an integrated combination with the verbal trademark “LUKOIL” or LUKOIL. An integrated combination is deemed to be a composition where all signs are optically clear and recognizable and are in visual proximity on each and every object.</p> <p>The license fee for the entire term of the Agreement is USD 2,500. In accordance with sub-point 1 of point 1 of Article 146 and sub-point 4 of point 1.1 of Article 148 of the Tax Code of the Russian Federation, provision of a non-exclusive license to use the trademarks outside Russian Federation is not subject to VAT.</p> <p>The fee shall be paid by the Licensee in US dollars in a lump sum not later than 30 (thirty) calendar days from the date the invoice is issued by the Licensor.</p> <p>The Agreement is entered into for five (5) years provided the Licensor extends the validity of the trademarks indicated in Section 1 of the Agreement. The Agreement shall enter into force for the Parties from the day of signing, and for third parties – from the date an entry is made on the non-exclusive license to use trademarks in the International Trademark Register of the International Bureau of the World Intellectual Property Organization.</p> <p>The Licensor undertakes to extend the validity of certificates to trademarks indicated in the Agreement and ensure that the</p>

	entry is made on the non-exclusive license for the use of trademarks with the International Bureau of World Intellectual Property Organization, and extend the entry on the non-exclusive license after the validity of trademarks certificates is extended.
1. Transaction No.	25
2.1. Price (amount in USD)	The approximate value of the transaction is ca. USD 455,996,352.03, including loan interest.
2.2. Price (amount in RUB)	The approximate value of the transaction is ca. RUB 30,000,000,000, including loan interest.
3. Names of parties	PJSC “LUKOIL” (Lender) OOO Bashneft-Polus (Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Loan Agreement № 1210022 of 19.01.2012 (hereinafter the “Agreement”).
6. Subject of the transaction	<p>The Lender will provide monetary funds to the Borrower in an amount of up to RUB 19,171,000,000, pursuant to the terms of the Agreement and Supplemental Agreements thereto and in accordance with the conditions and rules established by the Contract on the terms for financing by the Participants of the operations of OOO Bashneft-Polus No. 1111116 dated 27 December 2011 (hereinafter the “Contract”), concluded between the Borrower, the Lender and Public Joint Stock Oil Company Bashneft (the second participant in OOO Bashneft-Polus), on conditions of repayment, interest payment, maturity and targeted use. The Borrower undertakes to use the monetary funds received for their targeted purpose, and to repay the amount of the loan received to the Lender and to pay the interest accrued thereon by the dates and according to the procedure established by the Agreement and Contract.</p> <p>In accordance with the Supplemental Agreement to the Loan Agreement, point 2.1 of the Agreement is set out in a new version stipulating an increase of the loan amount to RUB 21,180,000,000.</p>
7. Interested parties	Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of OOO Bashneft-Polus
8. Other material terms of the transaction	The Supplemental Agreement will enter into force on its signing by the Parties’ authorised representatives.
1. Transaction No.	26
2.1. Price (amount in USD)	No financial terms stipulated.
2.2. Price (amount in RUB)	No financial terms stipulated.

3. Names of parties	PJSC “LUKOIL” (Company) International Association of Trade Union Organisations of PJSC “LUKOIL” (Association)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Uncompensated/Gratuitous Use Contract No. 0310992 of 27.07.2003 (hereinafter the ‘Contract’).
6. Subject of the transaction	<p>Pursuant to the Contract and Supplemental Agreements thereto and in execution of point 9.1.1 of the Agreement between the Employer and the Trade Union Association of OAO “LUKOIL” for 2015-2017, the Company provides the office equipment, furniture and other office devices (hereinafter the ‘Property’) on the Company’s balance sheet for the gratuitous use of the Association in accordance with the List of Items (Appendix 1) making an integral part of the Contract, in condition suitable for appropriate use.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - on 30 June 2016 the Association will transfer and the Company shall accept the Property (a laptop), under a transfer and acceptance certificate, earlier given for the gratuitous use of the Association; - on 01 July 2016 the Company will transfer additional Property (a desktop computer) to the Association for the gratuitous use under a transfer and acceptance certificate; - from 01 July 2016 the total value of the Property transferred to the Association under the Contract will be RUB 7,562,768.53.
7. Interested parties	<p>Sergei Petrovich Kukura, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing.

1. Transaction No.	27
2.1. Price (amount in USD)	Approximately not more than USD 618,665,842.64, including the interest accrued.
2.2. Price (amount in RUB)	Approximately not more than RUB 39,959,626,775.96, including the interest accrued.
3. Names of parties	RITEK (Lender) PJSC “LUKOIL” (Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Loan Agreement (hereinafter the ‘Agreement’).
6. Subject of the transaction	In accordance with the Agreement, the Lender provides the Borrower with a revolving special-purpose loan (either in a lump sum or in instalments (tranches) the total amount of debt on which may not exceed RUB 38,000,000,000 (excluding the possible increase of the loan amount under point 7.1 of the Agreement) at any time during the effective term of the Agreement, on the terms and conditions stipulated by the Agreement, and the Borrower undertakes to repay the funds received and to pay interest thereon within the deadlines and in accordance with the procedure stipulated in the Agreement.
7. Interested parties	Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK. Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.
8. Other material terms of the transaction	The revolving loan is granted through 31.12.2016, with an early repayment option on the Lender’s request, while the total amount of debt may not exceed RUB 38,000,000,000 at any time during the effective term of the Agreement. If on 30 December of a current year none of the Parties states in writing otherwise, the loan’s maturity shall be extended to 31 December of the following calendar year. The Borrower undertakes to pay the Lender an interest determined and calculated by the Lender in accordance with the <i>Marketing Policy for determining interest rates on loans between OAO “LUKOIL” and the Russian organisations of the LUKOIL Group</i> approved by decision of the Management Committee of OAO “LUKOIL” dated 30 August 2006 (Minutes No. 26), with subsequent amendments and addenda, for on-call loans. The Borrower shall be notified by the Lender in writing of any changes to the interest rate for the next interest period. The Borrower’s written notice sent to the Lender shall be an integral part of the Agreement. Interest accrued shall be payable by the Borrower monthly from the date the loan is granted to the date of the loan

	<p>maturity within five business days after the end of the month.</p> <p>The Agreement enters into force from the moment the funds are wire-transferred to the Borrower and shall lose effect after the Parties perform their obligations in full.</p>
1. Transaction No.	28
2.1. Price (amount in USD)	PJSC LUKOIL's guarantee shall be issued in the amount of credit line not exceeding USD 33,000,000.
2.2. Price (amount in RUB)	PJSC LUKOIL's guarantee shall be issued in the amount of credit line not exceeding RUB 2,090,550,000.
3. Names of parties	<p>PJSC LUKOIL (Guarantor)</p> <p>ING Bank N.V. (Amsterdam, the Netherlands), acting via its branch ING Bank N.V., Amsterdam-Bucharest Branch in Bucharest, Romania (Creditor)</p>
4. Names of beneficiaries	PETROTEL- LUKOIL S.A. (Borrower)
5. Name of transaction	Supplemental Agreement No. 3 to Surety Agreement No. 1410154 as of 19 March 2014 (hereinafter - the Agreement).
6. Subject of the transaction	<p>In accordance with the Agreement and Supplemental Agreements No.1 and 2 hereto, the Guarantor shall be obliged towards the Creditor to assume jointly with the Borrower the full responsibility for Borrower's fulfillment of all or a portion of its obligations towards the Creditor under Credit Agreement No. 14322 of 06 March 2014 as subsequently amended (hereinafter - the Credit Agreement) in the amount of the credit line not exceeding USD 33,000,000 granted as a collateral for Conditional obligations (guarantees, documentary letters of credit, bill endorsement), with a tenure not exceeding one year, as well as interests, losses and other documented expenses to be reimbursed by the Borrower to the Creditor under financial documents (secured obligations).</p> <p>Under Supplemental Agreement No. 3 hereto the Guarantor shall give its consent to making amendments to the Credit agreement according to which the Creditor and the Borrower agreed that notwithstanding all other terms of the Credit agreement and as an exception hereto, at the Borrower's request the Creditor shall extend the tenure of the bank guarantee in the amount of 514,551.76 Romanian leus issued on July 4, 2016 in favor of ANPM (Agentia Nationala Pentru Protectia Mediului) under No. GI-16/2845 until 2 July 2018.</p>
7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of PETROTEL-LUKOIL S.A.
8. Other material terms of the transaction	The Supplemental Agreement and any related non-contractual obligations shall be governed by the English law.

1. Transaction No.	29
2.1. Price (amount in USD)	No financial terms provided for.
2.2. Price (amount in RUB)	No financial terms provided for.
3. Names of parties	PJSC “LUKOIL” (Company) International Association of Trade Union Organisations of PJSC “LUKOIL” (Association)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Uncompensated/Gratuitous Use Contract No. 0310992 of 27.07.2003 (hereinafter the ‘Contract’).
6. Subject of the transaction	<p>Pursuant to the Contract and Supplemental Agreements thereto and in execution of point 9.1.1 of the Agreement between the Employer and the Trade Union Association of OAO “LUKOIL” for 2015-2017, the Company provides the office equipment, furniture and other office devices (hereinafter the ‘Property’) on the Company’s balance sheet for the gratuitous use of the Association in accordance with the List of Items (Appendix 1) making an integral part of the Contract, in condition suitable for appropriate use.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - On 31 August 2016, the Association shall hand over, while the Company shall accept under the transfer and acceptance certificate the Property formerly provided to the Association through grant; - starting from 01 September 2016, the total cost of the Property handed over to the Association under the Contract shall come to RUB 7,225,538.04
7. Interested parties	<p>Sergei Petrovich Kukura, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p>
8. Other material terms of the transaction	The Supplemental Agreement hereto shall come into effect on the day it was signed.

1. Transaction No.	30
2.1. Price (amount in USD)	USD 23,800.84 per month, plus VAT in the amount of USD 4,284.15.
2.2. Price (amount in RUB)	RUB 1,542,532.35 per month, plus VAT in the amount of RUB 277,655.83
3. Names of parties	PJSC LUKOIL (Lessee) AO RITEK (Sub-Lessee)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Sub-lease Agreement No.1410186 of 17.04.2014 (hereinafter the "Agreement").
6. Subject of the transaction	<p>Under the Agreement and Supplemental Agreement hereto the Lessees shall hand over the Sub-Lessee on a loan basis the non-residential premises at the address: 1, B. Ordynka St., Moscow, specifically:</p> <ol style="list-style-type: none"> 1. Office premises with a total area of 321.3 sq. m. (Rooms No. 12, 13, 14, 14a, 15, 16, 17, 18, 19, located in Premises IX, floor 2 (hereinafter – Premises 1); 2. Public catering premises with a total area of 618.9 sq. m (rooms No. 22, 23, 26-42, located in Premises III, floor Ts (hereinafter – Premises 2); 3. Garage premises accommodating 5 parking stalls with a total area of 191.0 sq. m. located in Premises I, floor P (hereinafter – Premises 3). <p>In accordance with Supplemental Agreement hereto:</p> <ul style="list-style-type: none"> - starting from August 01, 2016 the Sub-Lessee shall hand over, while the Lessee shall accept under the transfer and acceptance certificate a portion of Premises 1 with a total area of 88.9 sq. m, specifically rooms No. 14, 14a, 15, 16; - Cl. 3.1 hereof shall be amended and restated to be read as follows: starting from August 02, 2016 the Sub-Lessee shall pay to the Lessee the following sums: Premises 1 with a total area of 232.4 sq. m. - rental payments in the amount of RUB 57, 878.81 per 1 sq. m. of a total area per year, plus VAT in the amount of RUB 10,418.19 - totally due for payment: RUB 1,120,919.62 per month, plus VAT in the amount of RUB 201,765.53; Premises 2 with a total area of 618.9 sq. m. – rental payments in the amount of RUB 6,584.75 per 1 sq. m. of a total area per year, plus VAT in the amount of RUB 1,185.26 - totally due for payment - RUB 339,608.48 per month, plus VAT in the amount of RUB 61,129.53; 5 parking stalls - rental payments in the amount of RUB 16,400.85 for 1 parking stall per month, plus VAT in the amount of RUB 2,952.15 - totally due for payment RUB 82,004.24 per month, plus VAT in the amount of RUB 14,760.77.

	- starting from August 02, 2016 the total amount of rental payments for all the Premises hereunder shall come to RUB 1,542,532.35 per month, plus VAT in the amount of RUB 277,655.83. Totally due for payment per month - RUB 1,820,188.18 (inclusive of VAT).
7. Interested parties	Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK. Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.
8. Other material terms of the transaction	The Supplemental Agreement shall come into effect from the day it was signed and shall apply to the relations of the Parties arising from August 01, 2016.
1. Transaction No.	31
2.1. Price (amount in USD)	USD 894,601.
2.2. Price (amount in RUB)	RUB 58,104,270.
3. Names of parties	PJSC “LUKOIL” (Licensor) IOOO LUKOIL Belorussia (Licensee)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to License Agreement No.1410704 of 10.10.2014 (hereinafter the “Agreement”)
6. Subject of the transaction	Pursuant to the Agreement, the Licensor provides to the Licensee, for a fee and for the effective term of the Agreement, a non-exclusive license to use on the territory of the Republic of Belarus the trademarks of PJSC “LUKOIL” produced in accordance with certificates issued by the International Bureau of World Intellectual Property Organization. In accordance with the Supplemental Agreement to the Agreement: 1. Under sub-point 2.1.7.1 of the Agreement, the Parties shall agree on the adjusted address list of the Properties where the Licensor’s trademarks are in use as of January 01, 2016, in accordance to Annex No. 1 to the Supplemental Agreement; 2. The amount of the 2016 fee calculated according to the formula specified in point 7.1 of the Agreement based on the adjusted address list of the Properties comes to USD 894,601; 3. Paragraph one, sub-point 2.1.18, section 2, Obligations of the Parties hereof, shall be redrafted, which provides for the Licensee's obligation in case it retains tax on the income of foreign organizations during the payment of remuneration, as

	<p>well as the payment of penalties and fines, to provide the necessary documents to the Licensor for offset the tax retained on the income of foreign organizations in accordance with the legislation of the Republic of Belarus in the Russian Federation;</p> <p>4. Section 6, Liability of the Parties hereof, shall be supplemented with point 6.11, according to which the Licensee upon payment of fines and penalties to the Licensor must withhold tax on the income of foreign organizations at the rate of 15%, provided for by the legislation of the Republic of Belarus on taxes and duties, in accordance with the Agreement between the Government of the Russian Federation and the Government of the Republic of Belarus on the avoidance of double taxation and prevention of fiscal evasion with respect to income and property taxes as of 21 April 1995;</p> <p>5. Section 12 of the Agreement «Legal Addresses and Banking Details» will be set out in a new version.</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Supervisory Board of IOOO LUKOIL Belorussia.
8. Other material terms of the transaction	All other terms remain unchanged.
1. Transaction No.	32
2.1. Price (amount in USD)	Credit line of USD 7,000,000 plus Bank fee of up to USD 352,013.69
2.2. Price (amount in RUB)	Credit line of RUB 450,380,000 plus Bank fee of up to RUB 22,648,555.02
3. Names of parties	<p>PJSC «LUKOIL» (Guarantor)</p> <p>SOCIETE GENERALE BANKA SRBIJA a.d. Beograd (Lender)</p>
4. Names of beneficiaries	LUKOIL SRBIJA AD BEOGRAD (Borrower)
5. Name of transaction	AMENDMENT DEED NO.7 TO THE DEED OF GUARANTEE No. 0910643 dated 03.09.2009 (Deed of Guarantee).
6. Subject of the transaction	Under the Deed of Guarantee and the Amendment Deeds thereto, the Guarantor unconditionally and irrevocably guarantees the Lender fulfilment of all of the obligations undertaken by the Borrower under the Facility Agreement signed between the Lender and the Borrower on 02.09.2009 (Facility Agreement), for the amount not exceeding USD 5,000,000 plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable by the

	<p>Borrower under the Facility Agreement.</p> <p>In accordance with the Amendment Deed to the Deed of Guarantee:</p> <ul style="list-style-type: none"> - the Guarantor's liabilities under the Deed of Guarantee are confirmed in full and the Deed of Guarantee is confirmed to remain in full force and effect in connection with extension of the validity of the Facility Agreement to 23 September 2019; - The Guarantor's liability under the Deed of Guarantee shall be limited to a principal amount of USD 7,000,000 plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable under the Facility Agreement.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL SRBIJA AD BEOGRAD.
8. Other material terms of the transaction	Amendment Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
1. Transaction No.	33
2.1. Price (amount in USD)	Credit line of USD 7,000,000 plus Bank fee of up to USD 352,013.69; Guarantor's fee of USD 24,063.94 plus VAT of USD 4,331.51.
2.2. Price (amount in RUB)	Credit line of RUB 450,380,000 plus Bank fee of up to RUB 22,648,555.02; Guarantor's fee of RUB 1,548,273.9 plus VAT of RUB 278,689.35.
3. Names of parties	PJSC «LUKOIL» (Guarantor) LUKOIL SRBIJA AD BEOGRAD (Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Contract of Indemnification No.0910579 of 03.09.2009 (hereinafter the "Contract").
6. Subject of the transaction	<p>In accordance with the Contract and the Supplemental Agreements thereto, the Parties have agreed to deem the amount paid by the Guarantor to SOCIETE GENERALE BANKA SRBIJA A.D. Beograd (Lender) in fulfillment of obligations under the Guarantee between the Guarantor and the Lender issued as guarantee for meeting the Borrower's liabilities under the Credit Facility dated 02.09.2009 worth USD 5,000,000, plus interest, penalties, fines and other amounts due and payable (the Guarantee) as the amount payable by the Borrower to the Guarantor plus interest for the use of funds on the terms, within the deadlines and in accordance with the procedure defined by the Contract.</p> <p>In connection with the increase of the Guarantor's liabilities to USD 7,000,000 and extension of the validity of the Deed of</p>

	Guarantee dated 03.09.2009 performed under Amendment Deed No.7 to the Deed of Guarantee, the Borrower undertakes to pay, within 180 calendar days from the date the Supplemental Agreement is signed, Guarantor's fee of USD 24,063.94 plus VAT of USD 4,331.51. The Guarantor's fee shall be paid by the Borrower against the invoice issued by the Guarantor.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL SRBIJA AD BEOGRAD.
8. Other material terms of the transaction	The Guarantor's banking details are being updated. The Supplemental Agreement enters into force from the date of signing by the Parties.
1. Transaction No.	34
2.1. Price (amount in USD)	Credit line of USD 2,739,000, plus Bank fee of up to USD 13,695.
2.2. Price (amount in RUB)	Credit line of RUB 177,898,050, plus Bank fee of up to RUB 889,490.25.
3. Names of parties	PJSC "LUKOIL" (Guarantor) SOCIETE GENERALE BANKA SRBIJA a.d. Beograd (Lender)
4. Names of beneficiaries	LUKOIL SRBIJA AD BEOGRAD (Borrower)
5. Name of transaction	AMENDMENT DEED NO.9 TO THE DEED OF GUARANTEE No. 0810717 dated 20.08.2008 (Deed of Guarantee or Guarantee).
6. Subject of the transaction	Under the Deed of Guarantee and the Amendment Deeds thereto, the Guarantor unconditionally and irrevocably guarantees fulfilment by the Borrower of all of the obligations undertaken thereby under the Contract of Overdraft signed between the Lender and the Borrower on 20.08.2008 (Contract of Overdraft), for the amount not exceeding 300,000,000 Serbian dinars plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable by the Borrower under the Contract of Overdraft. In accordance with the Amendment Deed to the Deed of Guarantee: - the Guarantor's liabilities under the Deed of Guarantee are confirmed in full and the Deed of Guarantee is confirmed to remain in full force and effect in connection with extension of the validity of the Contract of Overdraft to 23 September 2017.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the

	Chairman of the Supervisory Board of LUKOIL SRBIJA AD BEOGRAD.
8. Other material terms of the transaction	Amendment Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
1. Transaction No.	35
2.1. Price (amount in USD)	Credit line of USD 2,739,000, plus Bank fee of up to USD13,695; Guarantor's fee of USD21,827.09, plus VAT of USD3,928.88
2.2. Price (amount in RUB)	Credit line of RUB177,898,050, plus Bank fee of up to RUB889,490.25; Guarantor's fee of RUB 1,417,669.50, plus VAT of RUB255,180.67.
3. Names of parties	PJSC "LUKOIL" (Guarantor) LUKOIL SRBIJA AD BEOGRAD (Debtor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Contract of Indemnification No.0810678 of 20.08.2008 (hereinafter the "Contract").
6. Subject of the transaction	<p>In accordance with the Contract and the Supplemental Agreements thereto, the Parties have agreed to deem the amount paid by the Guarantor to SOCIETE GENERALE BANKA SRBIJA a.d. Beograd (Bank) in fulfillment of obligations under the Guarantee between the Guarantor and the Bank of 20.08.2008, issued as guarantee for meeting the Borrower's liabilities under Contract of Overdraft No.00/08 dated 20.08.2008 worth 300,000,000 Serbian dinars, plus interest, penalties, fines and other amounts due and payable (the Guarantee) as the amount payable by the Borrower to the Guarantor plus interest for the use of funds on the terms, within the deadlines and in accordance with the procedure defined by the Contract.</p> <p>In connection with the extension of the Guarantee based on Amendment Deed No.9 to the Guarantee, the Debtor undertakes, within 180 calendar days from the date the Supplemental Agreement is signed, to pay the fee established in US dollars and calculated by the Guarantor proceeding from the amount of 2,379,898.85 Serbian dinars, plus VAT of 428,381.79 Serbian dinars, by re-calculating the Serbian dinars into US dollars at the official Serbian dinar to USD average exchange rate of the National Bank of Serbia as of the date the services on the extension of the Guarantee are provided and published on www.nbs.rs on the same date.</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL SRBIJA AD BEOGRAD.

8. Other material terms of the transaction	<p>The Guarantor's fee shall be paid by the Borrower in US dollars against an invoice issued by the Guarantor. The Guarantor's details are being updated. The Supplemental Agreement enters into force from the date of signing by the Parties.</p> <p>Point 6.8 is being added to the Contract whereby no interest is calculated or paid under the Contract on the debt amount ('Interest on a Pecuniary Obligation') for the period of use of the funds provided, as stipulated by article 317.1 of the Civil Code of the Russian Federation. This condition shall apply to relations of the Parties for the period from 01.06.2015 to 01.08.2016.</p>
1. Transaction No.	36
2.1. Price (amount in USD)	USD 16,000,000
2.2. Price (amount in RUB)	RUB 1,041,280,000
3. Names of parties	<p>PJSC "LUKOIL" (Guarantor)</p> <p>Phillips 66 Company (Seller)</p>
4. Names of beneficiaries	LUKOIL NORTH AMERICA LLC (Buyer)
5. Name of transaction	Amended And Restated Guarantee set out in version 3 (hereinafter, the "Guarantee").
6. Subject of the transaction	<p>The Parties decided to amend and restate Guarantee No. 1310784 of 06.12.2013 setting it out in version 3 (the "Amended And Restated Guarantee"), whereby the Guarantor in favour of the Seller unconditionally and irrevocably guarantees timely fulfilment of the obligations undertaken by LUKOIL NORTH AMERICA LLC to the Seller according to the Light Oil Sales Agreement, Contract 358884 with amendments and addenda effective October 1, 2016 and expiring September 30, 2017, and other oil products sales contracts to be concluded prior to 30.09.2017 between the Buyer and the Seller (the "Sales Contracts"). The liability of the Guarantor under this Guarantee is limited to a total aggregate amount of \$16,000,000 plus all reasonable and documented out-of-pocket expenses of enforcing this Guarantee (including, but not limited to, legal service expenses, court expenses, administrations cost of execution of received order if necessary).</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	This Guarantee shall be effective from the moment it is executed to November 30, 2017, with respect to all of the Buyer's payment obligations under the Sales Contracts. The Guarantor's liabilities shall expire if the Buyer completely

	<p>fulfills its payment obligation to the Seller, provided that any written claims issued by the Seller stating that the Buyer has failed to meet its payment obligations must be received by the Guarantor not later than 30.11.2017. The Guarantor's obligations expire in the following circumstances (whichever is earlier):</p> <ul style="list-style-type: none"> - if the Buyer performs its payment obligations to the Seller in full under the Sales Contracts; - if the Guarantor fulfills Buyer's payment obligations to the Seller; - and upon expiry of the Guaranty's validity. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principle.
1. Transaction No.	37
2.1. Price (amount in USD)	USD 16,000,000 and the cost of the Guarantor's services of USD 48,000, plus VAT of USD 8,640.
2.2. Price (amount in RUB)	RUB 1,041,280,000 and the cost of the Guarantor's services of RUB 3,123,840, plus VAT of RUB 562,291.2.
3. Names of parties	PJSC "LUKOIL"(Guarantor) LUKOIL NORTH AMERICA LLC (Debtor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Indemnity Contract No.1310786 of 06.12.2013 (hereinafter the "Contract).
6. Subject of the transaction	<p>In connection with the third Amended and Restated Guaranty (Guaranty) signed on 06.12.2013 between the Guarantor and Phillips 66 Company (Seller) extending the Guaranty's validity, the Parties agree to amend the Contract as follows:</p> <ul style="list-style-type: none"> - point 1.1 of the Contract shall be revised to stipulate that the Contract is entered into in connection with the Guaranty under which the Guarantor undertakes responsibility to the Seller for the due performance of obligations by the Debtor under the Light Oil Sales Agreement, Contract 358884 of 27.09.2013, with later amendments and addenda, and under oil products sales contracts to be concluded prior to 30.09.2017 between the Seller and the Buyer (the "Sales Contracts"), in a total aggregate amount not exceeding \$16,000,000, plus all reasonable and documented out-of-pocket expenses of enforcing this Guaranty (including legal service expenses, court expenses, administrations cost of execution of received order if necessary); - point 3.1 of the Contract shall be revised to restate the cost of the Guarantor's services from 0.6% to 0.3% per annum of the Debtor's debt to the Seller covered by the Guaranty

	<p>arising under the Sales Contracts for each day of the reporting period, plus VAT in an amount established by the applicable Russian law;</p> <p>- point 6.8 is being added to article 6 of the Contract, whereby no interest is calculated or paid under the Contract on the debt amount ('Interest on a Pecuniary Obligation') for the period of use of the funds provided, as stipulated by article 317.1 of the Civil Code of the Russian Federation. This condition shall apply to relations between the Parties for the period from 01.06.2015 to 01.08.2016;</p> <p>- Article 14 of the Contract sets out the Guarantor's updated details.</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	<p>Other terms of the Contract remain unchanged.</p> <p>The Supplemental Agreement enters into force from the date of signing by the Parties.</p>
1. Transaction No.	38
2.1. Price (amount in USD)	Credit line of USD 15,000,000, plus interest of no more than USD 300,000
2.2. Price (amount in RUB)	Credit line of RUB 976,200,000, plus interest of no more than RUB 19,524,000
3. Names of parties	<p>PJSC "LUKOIL" (Guarantor)</p> <p>Citibank, N.A. (Lender)</p>
4. Names of beneficiaries	LUKOIL NORTH AMERICA LLC (Borrower).
5. Name of transaction	Amended and Restated Guaranty
6. Subject of the transaction	<p>In accordance with Guaranty No. 1110683 of 29 August 2011 (Guaranty), the Guarantor guarantees performance of the Borrower's obligations to the Lender under the Amended and Restated Credit Agreement of 29 August 2011 (Credit Agreement) in the amount of the principal debt of USD15,000,000 plus interest (at the rate of 2.00% per annum for Eurodollar Loans, 1.50% per annum for Loans at the Established Rate), fines, commission fees, costs, expenses and other guaranteed payments.</p> <p>In connection with the extension of the Credit Agreement, under the Amended and Restated Guaranty the Guarantor unconditionally and irrevocably guarantees the prompt payment of the Obligations when due and agrees to pay any and all documented expenses (including reasonable counsel fees and expenses) incurred by the Lender in enforcing any rights. The maximum principal amount of the Obligations</p>

	(excluding interest, penalties, fees and documented costs, expenses and other amounts payable (or stated to be payable) to the Lender under or in connection with the Credit Agreement) shall be USD15,000,000.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	This Guaranty shall be construed in accordance with and governed by the law of the State of New York
1. Transaction No.	39
2.1. Price (amount in USD)	Credit line of USD 15,000,000, plus interest of no more than USD 300,000, fee of USD 45,000, plus VAT of USD 8,100
2.2. Price (amount in RUB)	Credit line of RUB 976,200,000, plus interest of no more than RUB 19,524,000, fee of RUB 2,928,600, plus VAT of RUB 527,148.
3. Names of parties	PJSC “LUKOIL”(Guarantor) LUKOIL NORTH AMERICA LLC (Debtor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Contract of Indemnity No. 1110663 of 29.08.2011 (hereinafter the “Contract”).
6. Subject of the transaction	<p>Under the Contract, the Parties agreed to consider an amount paid by the Guarantor to Citibank N.A (Bank) in performance of obligations under the Guaranty between the Guarantor and the Bank (Guaranty) issued as security for performance of obligations by the Debtor under the Letter of Credit of 29.08.2011 (Credit Agreement) to be the amount payable by the Debtor to the Guarantor including the interest for the funds’ use on the terms, within the deadlines and in accordance with the procedure stipulated in the Contract.</p> <p>In connection with extending the maturity of the Guaranty based on the Amended and Restated Guaranty, the following amendments and addenda are being made to the Contract:</p> <ul style="list-style-type: none"> - point 3.2 of Article 3 «Payment for the Services of the Guarantor» of the Contract is revised to stipulate that the cost of the service of the Guaranty for the Debtor’s obligation (Service) amounts to 0.3% per annum of the amount of the Debtor’s obligations to the Bank covered by the Bank under the Credit Agreement and calculated for each day of the reporting period. In calculating the amount payable for the Service provided the actual number of days in a year shall be used (365/366), plus VAT in the amount established by the current Russian law. - point 6.8 is being added to article 6 “Settlements Procedure” whereby no interest is calculated or paid under the Contract

	<p>on the debt amount ('Interest on a Pecuniary Obligation') for the period of use of the funds provided, as stipulated by article 317.1 of the Civil Code of the Russian Federation. This condition shall apply to relations between the Parties for the period from 01.06.2015 to 01.08.2016;</p> <p>- Article 15 of the Contract sets out the Guarantor's updated details.</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	<p>Other terms of the Contract remain unchanged.</p> <p>The Supplemental Agreement enters into force from the date of signing by the Parties.</p>
1. Transaction No.	40
2.1. Price (amount in USD)	USD 315,118.004 per month, plus VAT of USD 56,721.24 per month
2.2. Price (amount in RUB)	RUB 20,507,879.70 per month, plus VAT of RUB 3,691,418.35 per month
3. Names of parties	<p>RITEK (Sub-Lessee)</p> <p>PJSC "LUKOIL" (Lessee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Sub-Lease Agreement No.1310855 of 30 December 2013 (hereinafter the "Agreement").
6. Subject of the transaction	<p>In accordance with the Agreement, the Lessee provides to the Sub-Lessee for temporary use the non-residential premises with a total area of 6,576.2 m², located in the building at the address: 3 Bolshaya Ordynka, Moscow. The outlay of the premises is given in the floor plans (Annex No.1) to the Agreement.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ul style="list-style-type: none"> - from 01.11.2016, the Sub-Lessee undertakes to pay the Lessee lease payment for the use of the Premises proceeding from 37,422 roubles per square meter of total area per year, plus VAT of 6,735.96 roubles, - from 01.11.2016, the total lease payment under the Agreement will be 20,507,879.70 roubles per month, plus VAT of 3,691,418.35 roubles, with the total payment due of 24,199,298.05 roubles per month.

7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing.
1. Transaction No.	41
2.1. Price (amount in USD)	No financial terms stipulated
2.2. Price (amount in RUB)	No financial terms stipulated
3. Names of parties	<p>PJSC “LUKOIL” (Company)</p> <p>International Association of Trade-Union Organisations of PJSC “LUKOIL” (Association)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Uncompensated/Gratuitous Use Contract No.0310992 of 27.07.2003 (hereinafter the ‘Contract’).
6. Subject of the transaction	<p>Pursuant to the Contract, Supplemental Agreements thereto and in execution of the Agreement between the Employer and the Trade Union Association of OAO “LUKOIL” for 2015-2017, the Company provides the office equipment, furniture and other office devices (hereinafter the ‘Property’) on the Company’s balance sheet for the gratuitous use of the Association in accordance with the List of Items (Appendix 1) making an integral part of the Contract, in condition suitable for appropriate use.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - on 30 September 2016 the Association shall transfer and the Company shall accept the Property earlier transferred to the Association under a transfer and acceptance certificate; - on 01 October 2016 the Company shall transfer additional Property to the Association under a transfer and acceptance certificate; - from 01 October 2016 the total value of the Property transferred to the Association under the Contract will be RUB8,011,327.01.
7. Interested parties	Sergei Petrovich Kukura, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.

	<p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing
1. Transaction No.	42
2.1. Price (amount in USD)	USD 272,800
2.2. Price (amount in RUB)	RUB 17,281,880
3. Names of parties	<p>PJSC “LUKOIL” (Licensor)</p> <p>LUKOIL EURASIA PETROL ANONIM ŞİRKETİ (Licensee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to License Agreement No. 1111033 of 15 December 2011 (hereinafter the “Agreement”).
6. Subject of the transaction	<p>Pursuant to the Agreement, the Licensor provides the Licensee, for a fee, with a non-exclusive license to use the Licensor’s trademarks under certificate Nos. 2011/20829, 2011/20838, and 2011/20848, issued by the Turkish Patent Institute, for the Licensee to identify goods and services under trademark classes 4, 20, 35, 36, 37, 39, 40, 42 of the International Classification of Goods and Services (ICGS) and in accordance with Certificate No.980745 with priority right of 08.08.2008, issued by the International Bureau of World Intellectual Property Organization, to use by the Licensee to identify services of ICGS Classes 35, 37 and 43.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <p>1. The Parties approve the updated Site Address List where the Licensor’s trademarks are used as of 01.01.2016, under the Appendix thereto.</p> <p>2. For calculating the 2016 annual fee with the formula indicated in point 6.1 of the Agreement, the Parties confirm that:</p> <ul style="list-style-type: none"> - the Licensee’s budgeted advertising costs for 2016 shall be USD 1,246,939; - the difference between the Licensee’s actual advertising costs for 2015 substantiated by the Licensee in accordance

	<p>with sub-point 2.1.18.4 of the Agreement, in an amount of USD 3,861,434 and budgeted advertising costs for 2015 in an amount of USD 3,671,000 will be USD 190,434.</p> <p>3. In accordance with point 6.1 of the Agreement, the Parties agree that the 2016 fee will be USD 800, based on the updated Site Address List.</p> <p>The fee is not VAT-taxable based on sub-point 4, point 1.1 of Article 148 of the RF Tax Code.</p> <p>4. Additional fee for the a non-exclusive license under sub-license agreements signed for 2016 calculated in accordance with point 6.2 of the Agreement based on the updated Site Address List (where the Licensor’s trademarks are used under the sub-license agreements) submitted by the Licensee and approved by the Licensor under sub-point 2.1.18.2 of the Agreement will be USD 272,000 (Two hundred seventy two thousand).</p> <p>The additional fee is not VAT-taxable based on sub-point 4, point 1.1 of Article 148 of the RF Tax Code.</p> <p>5. Point 9.2 of Section 9 (Dispute Settlement Procedure) of the Agreement is set out in a new version.</p> <p>6. Section 11 of the Agreement (Legal addresses and banking details) is set out in a new version.</p>
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of LUKOIL EURASIA PETROL ANONIM ŞİRKETİ.
8. Other material terms of the transaction	<p>The Supplemental Agreement enters into force from the time of its signing by the Parties.</p> <p>All other terms of the Agreement remain unchanged.</p>
1. Transaction No.	43
2.1. Price (amount in USD)	USD 11,100
2.2. Price (amount in RUB)	RUB 703,185
3. Names of parties	<p>PJSC “LUKOIL” (Franchisor)</p> <p>LUKOIL SRBIJA AD BEOGRAD (Franchisee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Franchise Agreement No.1610134 of 13.04.2016 (hereinafter the “Agreement”).
6. Subject of the transaction	In accordance with the five-year Agreement, the Franchisor grants the Franchisee, for a fee, the right to use a Scope of Exclusive Rights (SER) during the Franchisee’s operations. SER includes the following exclusive rights on the part of the

	<p>Franchisor:</p> <p>a) Exclusive right of PJSC “LUKOIL” to trademarks designed to identify (specify) products, goods and services manufactured/provided in accordance with Certificates Nos.681461, 838719, 838720, 1006104, 1006105, 984215, and 1001044, issued by the International Bureau of World Intellectual Property Organization (ICGS);</p> <p>б) Exclusive right to <i>The Company Style of OAO “LUKOIL”</i> being a pictorial and design work.</p> <p>The right to use the Franchisor’s SER to the said trademarks and the Company Style are non-exclusive in nature.</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <p>1. For the purposes of calculating the fee for the actual use of SER for the period from 01.01.2016 to the date the Agreement enters into force (13.04.2016), and for the use of SER under the Agreement from 13.04.2016 to 31.12.2016 with the formula given in sub-point 7.1.1 of the Agreement, with due account of the second paragraph of sub-point 7.1.3 of the Agreement the Parties confirm that:</p> <ul style="list-style-type: none"> - the Franchisee’s budgeted advertising costs for 2016 shall be USD 401,000; - the difference between the Franchisee’s actual advertising costs for 2015 substantiated by the Franchisee in accordance with sub-point 2.1.10 of the Agreement, in an amount of USD 118,750 and budgeted advertising costs for 2015 in an amount of USD 119,000 will be (-)USD 250. <p>2. In accordance with sub-point 7.1.2 of the Agreement, the Parties agree that the fee for the actual use of the set of exclusive rights during the period from 01.01.2016 to the date the Agreement enters into force (13.04.2016) and for the use of SER under the Agreement from 13.04.2016 to 31.12.2016 shall be USD 11,100 (Eleven Thousand One Hundred).</p> <p>The fee is not VAT-taxable based on sub-point 4, point 1.1 of Article 148 of the RF Tax Code.</p> <p>3. Point 10.2 of Section 10 (Dispute Settlement Procedure) of the Agreement is set out in a new version.</p> <p>4. Section 12 of the Agreement (Legal addresses and Banking details) is set out in a new version.</p>
7. Interested parties	<p>Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Supervisory Board of LUKOIL SRBIJA AD BEOGRAD.</p>

8. Other material terms of the transaction	The Supplemental Agreement enters into force from the time of its signing by the Parties. All other terms of the Agreement remain unchanged.
1. Transaction No.	44
2.1. Price (amount in USD)	The approximate cost of services per year will be USD 2,372.67, plus VAT of USD 427.08
2.2. Price (amount in RUB)	The approximate cost of services per year will be RUB 123,000, plus VAT of RUB 27,000
3. Names of parties	RITEK (Client) PJSC «LUKOIL» (Contractor)
4. Names of beneficiaries	-
5. Name of transaction	Request for Provision of Services (Request).
6. Subject of the transaction	Under the Request the Contractor shall provide the Client with services on organization of wire-transfers/non-cash payments and interaction with credit institutions in accordance with the current legislation of the Russian Federation and the Rules for the provision of a set of services on organization of wire-transfers/non-cash payments and interaction with credit institutions approved by Order No.111 of PJSC «LUKOIL» dated 20 June 2016.
7. Interested parties	Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC «LUKOIL», is simultaneously the Chairman of the Board of Directors of RITEK. Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of Directors of RITEK.
8. Other material terms of the transaction	The Parties have agreed that the Statement extends to their legal relations from 03 February 2016.
1. Transaction No.	45
2.1. Price (amount in USD)	No financial terms stipulated
2.2. Price (amount in RUB)	No financial terms stipulated
3. Names of parties	PJSC «LUKOIL» (Company) International Association of Trade-Union Organisations of PJSC «LUKOIL» (Association)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Uncompensated/Gratuitous Use Contract No.0310992 of 27.07.2003 (hereinafter the 'Contract').

6. Subject of the transaction	<p>Pursuant to the Contract, Supplemental Agreements thereto and in execution of point 9.1.1 of the Agreement between the Employer and the Trade Union Association of OAO “LUKOIL” for 2015-2017, the Company provides the office equipment, furniture and other office devices (hereinafter the ‘Property’) on the Company’s balance sheet for the gratuitous use of the Association in accordance with the List of Items (Appendix 1) making an integral part of the Contract, in condition suitable for appropriate use.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - on 30 November 2016 the Association shall transfer and the Company shall accept the Property earlier transferred to the Association under a transfer and acceptance certificate; - on 01 December 2016 the total value of the Property transferred to the Association under the Contract will be RUB7,957,398.18.
7. Interested parties	<p>Sergei Petrovich Kukura, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing.
1. Transaction No.	46
2.1. Price (amount in USD)	No financial terms stipulated
2.2. Price (amount in RUB)	No financial terms stipulated
3. Names of parties	PJSC “LUKOIL” (Contractor) RITEK (Client)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental agreement to Comprehensive Services Contract No. 0811161 of 25 December 2008 (hereinafter the “Contract”).
6. Subject of the transaction	In accordance with the Contract, the Contractor undertakes, following the procedure and on the terms stipulated by the

	<p>Contract, to provide the Client with services on coordinating commercial, production and other types of operations of the Client, and the Client undertakes to promptly provide the Contractor with all information and documents necessary to provide the given services, and also to accept the services provided and pay the Contractor the established compensation.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - point 6.2 of the Contract shall be revised to extend the Contract to 31.12.2019 inclusive; - Article 7 of the Contract on the procedure for settlement of disputes, contradictions and controversies arising out of the Contract shall be set out in a new version; - the Client's location details set out in Article 9 of the Contract shall be revised from 07.07.2016.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC "LUKOIL", is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing.
1. Transaction No.	47
2.1. Price (amount in USD)	USD 12,465.63 per month, plus VAT of 2,243.81
2.2. Price (amount in RUB)	RUB 790,819.50 per month, plus VAT of RUB 142,347.51
3. Names of parties	<p>PJSC "LUKOIL" (Lessee)</p> <p>RITEK (Sub-Lessee)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Sub-lease Agreement No.1410186 of 17.04.2014 (hereinafter the "Agreement").
6. Subject of the transaction	<p>In accordance with the Agreement, the Lessee provides to the Sub-lessee the temporary use of the non-residential premises in the building at the address: 1 ulitsa Bolshaya Ordynka, Moscow, including:</p> <ol style="list-style-type: none"> 1. Office premises with a total area of 232.4 m² (Rooms No. 12, 13, 17, 18, 19) located in Premises IX on the second floor (hereinafter "Premises 1"); 2. Public catering premises with a total area of 618.9 m² (Rooms No. 22, 23, and 26-42), located in Premises III on the

	<p>semi-basement (Ts) floor (hereinafter “Premises 2”);</p> <p>3. Garage space for five cars with a total area of 191.0 m² located in Premises I on floor P (hereinafter “Premises 3”).</p> <p>In accordance with the Supplemental Agreement to the Agreement:</p> <ul style="list-style-type: none"> - from 31.10.2016 the Sub-Lessee shall transfer and the Lessee shall accept under a transfer and acceptance certificate part of Premises 1 with a total area of 142.3 m², specifically: rooms Nos.17, 18, 19; - point 3.1 of the Agreement shall be revised to stipulate that from 01.11.2016 Sub-Lessee undertakes to pay the Lessee: lease payments of RUB 58,636.44 per square meter per year for the use of Premises 1 with a total area of 90.1 m², plus VAT of RUB 10,554.56, or RUB 440, 261.94 per month in aggregate plus VAT of RUB 79,247.15; lease payments of RUB 5,301.69 per square meter per year for the use of Premises 2 with a total area of 618.9 m², plus VAT of RUB 954.30 or RUB 273,434.66 per month in aggregate plus VAT of RUB 49,218.24; lease payments of RUB15,424.58 per car space per month for the use of Premises 3 plus VAT of RUB 2,776.42 or RUB77,122.90 per month in aggregate plus VAT of RUB 13,882.12. - from 01.11.2016 the total lease payments for the use of all Premises under the Agreement shall be RUB790,819.50 per month plus VAT of RUB142,347.51. Total monthly payments shall be RUB 933,167.01 (incl. VAT).
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing and extends to relations between the Parties in effect from 31.10.2016.
1. Transaction No.	48
2.1. Price (amount in USD)	The approximate amount of the agency fee will equal USD 541.85, plus VAT of USD 97.53. The approximate amount of the Agent’s reimbursable expenses for the year will equal USD 333,333.33, plus VAT of USD 60,000.
2.2. Price (amount in RUB)	The approximate amount of the agency fee will equal RUB 34,364, plus VAT of RUB 6,185.52. The approximate amount of the Agent’s reimbursable expenses for the year will equal RUB 21,140,000, plus VAT of RUB 3,805,200.

3. Names of parties	PJSC “LUKOIL” (Agent) RITEK (Principal)
4. Names of beneficiaries	-
5. Name of transaction	Agency agreement (hereinafter, the “Agreement”).
6. Subject of the transaction	Pursuant to the Agreement, at the request of the Principal the Agent undertakes to conclude a contract with JSC KPMG in its own name but at the expense of the Principal, on the performance of an audit of the Principal’s accounting (financial) statements for 2016 in accordance with Russian legal requirements regarding preparation of accounting (financial) statements.
7. Interested parties	Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of RITEK. Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of Directors of RITEK.
8. Other material terms of the transaction	The agency fee will equal RUB 34,364, plus VAT of RUB 6,185.52, or RUB 40,549.52 in aggregate. The Principal undertakes to reimburse the Agent for all expenses incurred thereby and pay the Agent’s fee no later than 10 business days from the date the agency authority is exercised. The Agreement enters into force from the date it is signed by authorized representatives of the Parties and shall remain in effect until the Parties perform their obligations in full.
1. Transaction No.	49
2.1. Price (amount in EURO)	EUR 1,769,130
2.2. Price (amount in RUB)	RUB123,007,608.9
3. Names of parties	PJSC “LUKOIL” (the Guarantor) Heraeus Deutschland GmbH&Co.KG (the Beneficiary)
4. Names of beneficiaries	ISAB S.r.l. (the Counterparty)
5. Name of transaction	Guarantee Agreement
6. Subject of the transaction	In accordance with the Guarantee Agreement the Guarantor irrevocably and unconditionally guarantees by way of an independent payment obligation the payment to the Beneficiary, in an amount notified by the Beneficiary to the Guarantor, of the Indebtedness expressed to be payable by the Counterparty under the Loan Confirmation of the Beneficiary (Precious Metal/Platinum Loan) up to a maximum aggregate amount of € 1,769,130. Payment under the Guarantee

	Agreement will be made net of any deduction or withholding whatsoever.
7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of ISAB S.r.l.
8. Other material terms of the transaction	<p>The Guarantor shall effect payment hereunder three days after receipt of a written demand by the Beneficiary addressed to the Guarantor and written confirmation that the amount claimed from the Guarantor equals the Indebtedness (or part thereof) which the Counterparty has not paid when due (the Demand).</p> <p>Upon receipt by the Guarantor of the Beneficiary’s claim under the Guarantee Agreement, the amount payable by the Guarantor shall equal the price of Platinum based on evening fixing for a troy ounce in Euro published at www.lppm.com (LBMA Platinum Price).</p> <p>This Guarantee Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Germany. Any and all written demands by the Beneficiary claiming that the Counterparty has failed to perform its payment obligations must be received no later than 31 August 2017.</p>
1. Transaction No.	50
2.1. Price (amount in EURO)	EUR 1,769,130 and the Guarantor’s fee of EUR 11,535.57, plus VAT of EUR 2,076.40
2.2. Price (amount in RUB)	RUB 123,007,608.9 and the Guarantor’s fee of RUB 802,068.18, plus VAT of RUB 144,372.09
3. Names of parties	PJSC “LUKOIL” (the Guarantor) ISAB S.r.l. (the Borrower)
4. Names of beneficiaries	-
5. Name of transaction	Contract of Indemnity (hereinafter, the “Contract”)
6. Subject of the transaction	<p>The Parties have entered into the Contract in connection with the Guarantee Agreement (hereinafter, the Guarantee Agreement) in favour of Heraeus Deutschland GmbH&Co.KG (the Beneficiary), to be entered into by the Guarantor to ensure the Debtor’s obligations before the Beneficiary under the Precious Metal (Platinum) Loan are fulfilled. The Precious Metal (Platinum) Loan is received by the Debtor based on the precious metal loan request and is in accord with the relevant Loan Confirmation on the part of the Beneficiary (hereinafter the Loan, up to a maximum aggregate amount of EUR 1,769,130.</p> <p>The Parties have agreed that the amount paid by the Guarantor to the Beneficiary in fulfillment of obligations under</p>

	Guarantee Agreement shall be deemed the amount payable by the Debtor to the Guarantor plus the interest for using the money on the terms and conditions, by the deadlines and in accordance with the procedure determined by the Contract.
7. Interested parties	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of ISAB S.r.l.
8. Other material terms of the transaction	<p>The Debtor undertakes within 180 calendar days from the moment the Guarantee Agreement is signed to pay the Guarantor an amount of EUR 11,535.57, plus VAT of EUR 2,076.40, as the Guarantor’s fee for providing the Guarantee.</p> <p>The date the Guarantee is provided shall be date the Guarantee Agreement is signed.</p> <p>The Debtor shall pay the Guarantor interest of LIBOR 3M+3% per annum on the amount wire-transferred by the Guarantor to the Beneficiary in fulfilment of obligations under the Guarantee Agreement.</p> <p>The Contract shall enter into force from the date of signing and shall remain in effect until the Parties perform their obligations in full.</p>
1. Transaction No.	51
2.1. Price (amount in USD)	USD 124,743,137.56
2.2. Price (amount in RUB)	RUB 8,134,500,000
3. Names of parties	<p>PJSC “LUKOIL” (Seller)</p> <p>I000 LUKOIL Belorussia (Buyer)</p>
4. Names of beneficiaries	-
5. Name of transaction	Supply Contract (hereinafter the “Contract”)
6. Subject of the transaction	The Contract stipulates that the Seller supplies the Buyer, on CPT terms to railway export terminals Zlynka, Krasnoye, Surazh, Rudnya, with the following products: gasoline, diesel fuel, bitumens – up to 300,000 metric tonnes of the following producers: OOO LUKOIL-Permnefteorgsintez, OOO LUKOIL Nizhegorodnefteorgsintez, OOO LUKOIL-Volgogradneftepererabotka, OOO LUKOIL-UNP. Delivery schedule: from the date the Contract is signed through 31 January 2018 in line with the supply volume s approved by the Parties on a monthly basis. The total Contract value in Russian roubles calculated at the average price of the product supplied equals RUB 8,134,500,000.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Supervisory Board of I000 LUKOIL Belorussia

8. Other material terms of the transaction	<p>Price calculation, terms of payment and the product quality are determined in accordance with Appendices 1 and 2 making an integral part of the Contract.</p> <p>Title to the products and all risks of accidental loss or damage shall be transferred to the Buyer at the moment the railway bills are affixed with the stamp of the station of departure (the date of the stamp of the station of departure affixed to the railway bills).</p> <p>The term of the Contract: from the date of signing the Contract and the Parties have discharged their obligations under the Contract in full.</p>
1. Transaction No.	52
2.1. Price (amount in USD)	USD 77,635.26, plus VAT of USD 13,974.30
2.2. Price (amount in RUB)	RUB 4,958,564.06, plus VAT of RUB 892,538.54
3. Names of parties	<p>RITEK (Client)</p> <p>PJSC «LUKOIL» (Contractor)</p>
4. Names of beneficiaries	-
5. Name of transaction	Contract on the provision of information (hereinafter the «Contract»).
6. Subject of the transaction	In accordance with the Contract, the Contractor undertakes to render services to the Client on the provision of Platts MarketData information (Services). A list of information and the means of its provision is given in Appendix 1 to the Contract.
7. Interested parties	<p>Valery Isaakovich Grayfer, Chairman of the Board of Directors of PJSC «LUKOIL», is simultaneously the Chairman of the Board of Directors of RITEK.</p> <p>Azat Angamovich Shamsuarov, a member of the Management Committee of PJSC «LUKOIL», is simultaneously a member of the Board of Directors of RITEK.</p>
8. Other material terms of the transaction	<p>The term of provision of Services shall be from 01.07.2016 to 31.12.2017. Period of provision of Services shall be a calendar month. The date of the provision of Services shall be reckoned the last day of the period of the provision of Services supported by the Acceptance act signed by the Parties on that date. Specifically, Acceptance Acts for the periods from July 2016 to the month preceding the month when the Contract is signed shall be signed by the Parties on the very date when the Contract is signed, separately for each period in question. The cost of Services for each period shall be USD 4,313.07, plus VAT of USD 776.35, totaling USD 5,089.42. The total cost of services under the Contract shall be USD 91,609.56 including VAT. Payments for the services provided under the Contract shall be made by the Client in roubles at the Bank of Russia exchange rate as of the date of</p>

	rendering the services. The Contract enters into force from the date of signing, extends to the relations between the Parties in effect from 01.07.2016 and shall remain in effect until the Parties perform their obligations in full.
1. Transaction No.	53
2.1. Price (amount in USD)	The maximum amount of USD 577,500,000.
2.2. Price (amount in RUB)	The maximum amount of RUB 36,884,925,000
3. Names of parties	PJSC “LUKOIL” (Seller) IOOO LUKOIL Belorussia (Buyer)
4. Names of beneficiaries	-
5. Name of transaction	Crude Delivery Contract (hereinafter the “Contract”)
6. Subject of the transaction	The Seller undertakes to sell and the Buyer undertakes to buy up to 2,500,000 metric tonnes of crude oil (“Goods”) on the terms of delivery DDU Novopolotsk (OAO Naphtan) and/or Mozyr (OAO Mozyr Refinery), Belarus. The approximate value of the Contract is around USD 550,000,000 +/- 5 (five) percent. The period of delivery shall be during January 2017 through December 2017 in accordance with monthly delivery schedules approved by both Parties.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Supervisory Board of IOOO LUKOIL Belorussia.
8. Other material terms of the transaction	<p>The price is set in US dollars per metric tonne of the Goods and calculated using the formula stipulated in section 6 of the Contract.</p> <p>All risks of accidental injury or loss of the Goods shall be transferred to the Buyer upon signing the acceptance acts at the point of destination.</p> <p>The title to the Goods under the Contract will be transferred to the Buyer upon signing the last Acceptance Act for a Consignment of Goods. Consignment is the quantity of Goods delivered on one routing order of OAO AK Transneft during a calendar month.</p> <p>The Contract enters into force from the time of its signing and will remain in force through 31 December 2017, and as regards mutual settlements – until they have been completed in full.</p>
1. Transaction No.	54
2.1. Price (amount in USD)	USD 32,100,000 (Credit line of USD 30,000,000, with the estimated Bank fee due for the credit line’s entire maturity of USD 2,100,000); the estimated fee will be USD 90,000, plus

	VAT of USD 16,200.
2.2. Price (amount in RUB)	RUB 2,032,893,000 (Credit line of RUB 1,899,900,000, with the estimated Bank fee due for the credit line's entire maturity of RUB 132,993,000); the estimated fee will be RUB 5,699,700, plus VAT of RUB 1,025,946.
3. Names of parties	PJSC «LUKOIL» (Guarantor) LUKOIL NORTH AMERICA LLC (Debtor)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Contract of Indemnity No.1111131 of 29.12.2011 (hereinafter the «Contract»).
6. Subject of the transaction	<p>Under the Contract the Parties agreed to consider an amount paid by the Guarantor to the Bank (Citibank N.A) in performance of obligations under the Guarantee between the Guarantor and Citibank N.A. (Bank) issued as security for performance of obligations by the Debtor under the Letter of Credit Agreement of 29.12.2011 (Credit Agreement) for the maximum amount of USD 30,000,000, plus interest, fines, penalties, forfeits and other guaranteed payments (Guarantee) to be the amount payable by the Debtor to the Guarantor including the interest for the funds' use on the terms, within the deadlines and in accordance with the procedure stipulated in the Contract.</p> <p>In connection with extending the maturity of the Guarantee No.1111135 of 29.12.2011 to 29.12.2018 based on the Guarantor's letter, the following amendments and addenda are being made to the Contract:</p> <ul style="list-style-type: none"> - point 3.2 of Article 3 «Payment for the Services of the Guarantor» of the Contract is revised to stipulate that the cost of the service of the Guarantee for the Debtor's obligation (Service) amounts to 0.3% per annum of the amount of the Debtor's obligations to the Bank covered by the Bank under the Credit Agreement and calculated for each day of the reporting period. The said rate shall not change during the validity of the Contract unless duly stipulated by the Parties in writing. In calculating the amount payable for the Service provided the actual number of days in a year shall be used (365/366), plus VAT in the amount established by the current Russian law. - point 12.1 of Article 12 «Settlement of disputes and applicable law» of the Contract is revised to stipulate that disputes arising in connection with execution, amendment or termination of the Contract shall be resolved by the Parties through negotiation with the aim of reaching mutual agreement; - Article 15 «Addresses and details of the Parties» of the Contract is set out in a new version.

7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of its signing by the Parties.
1. Transaction No.	55
2.1. Price (amount in USD)	Credit line of USD30,000,000, with the estimated Bank fee due for the credit line’s entire maturity of USD 2,100,000 totaling USD 32,100,000.
2.2. Price (amount in RUB)	Credit line of RUB 1,899,900,000, with the estimated Bank fee due for the credit line’s entire maturity of RUB 132,993,000 totaling RUB 2,032,893,000.
3. Names of parties	PJSC “LUKOIL” (Guarantor) Citibank, N.A. (Administrative Agent)
4. Names of beneficiaries	LUKOIL NORTH AMERICA LLC (Borrower).
5. Name of transaction	Letter of Reaffirmation of Contract/Deed of Guarantee No.1111135 of 29.12.2011 (hereinafter the “Letter of Reaffirmation”).
6. Subject of the transaction	In accordance with Contract/Deed of Guarantee No.1111135 of 29.12.2011 (Guarantee), the Guarantor guarantees performance of the Borrower’s obligations to the Administrative Agent under the Letter of Credit Agreement of 29.12.2011 (Credit Agreement) for the principal amount of debt of USD 30,000,000, plus interest, fines, commission fees, costs, expenses and other guaranteed payments. In accordance with the Letter of Reaffirmation, the Guarantor confirms its obligations under the Guarantee in connection with Extension and Amendment No.5 to the Credit Agreement, whereby the maturity of the Credit Agreement is being extended to 29.12.2018 and the Guarantee is retained in full.
7. Interested parties	Oleg Davidovich Pashaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously the Chairman of the Board of Directors of LUKOIL NORTH AMERICA LLC.
8. Other material terms of the transaction	The Letter shall be governed by and construed in accordance with the laws of the State of New York.
1. Transaction No.	56
2.1. Price (amount in USD)	USD 90,490.29
2.2. Price (amount in RUB)	RUB 5,500,000
3. Names of parties	PJSC “LUKOIL” (Company)

	Russian Public Organisation Russian Union of Industrialists and Entrepreneurs (Union)
4. Names of beneficiaries	-
5. Name of transaction	Supplemental Agreement to Donation Contract No.1610068 of 16 March 2016 (hereinafter the “Contract”)
6. Subject of the transaction	<p>In accordance with the Contract, the Company will provide the Union with charitable assistance in the form of a donation of monetary funds in the amount of RUB 4,500,000. The Union undertakes to use the funds received for the performance of charter activities in 2016.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - the amount of donation shall be increased by RUB1,000,000; - point 3.1 of the Contract shall be revised to stipulate that the donated amount shall be RUB 5,500,000.
7. Interested parties	<p>Vagit Yusufovich Alekperov, President of PJSC "LUKOIL", a member of the Board of Directors of PJSC “LUKOIL” and Chairman of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Management Board’s Executive Bureau of the Russian Public Organisation Russian Union of Industrialists and Entrepreneurs.</p> <p>Leonid Arnoldovich Fedun, a member of the Board of Directors of PJSC “LUKOIL”, is simultaneously a member of the Management Board of the Russian Public Organisation Russian Union of Industrialists and Entrepreneurs.</p>
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing and extends to the relations between the Parties in effect from 01.12.2016.
1. Transaction No.	57
2.1. Price (amount in USD)	USD 128,246.75
2.2. Price (amount in RUB)	RUB 7,900,000
3. Names of parties	PJSC “LUKOIL” (Company) International Association of Trade Union Organisations of PJSC “LUKOIL” (Association)
4. Names of beneficiaries	-
5. Name of transaction	Donation agreement (hereinafter the “Agreement”).
6. Subject of the transaction	Pursuant to the Agreement the Company undertakes to transfer a donation to to the Association in monetary terms for the purposes of supporting the LUKOIL Veterans Board in accordance with Annex 1 to the Agreement (Veterans Board’s Budget of Expenses for 2017) making an integral part of the Agreement. The amount of the donation will be RUB 7,900,000 (VAT-free).

7. Interested parties	<p>Sergei Petrovich Kukura, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Ivan Alexeevich Maslyaev, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p> <p>Anatoly Alexeevich Moskalenko, a member of the Management Committee of PJSC “LUKOIL”, is simultaneously a member of the Board of the International Association of Trade-Union Organisations of PJSC “LUKOIL”.</p>
8. Other material terms of the transaction	<p>The Company has the right to exercise control over the use of the funds transferred. The Association undertakes to provide the Company with a report on the use of transferred funds by 31 March 2018. If funds are used for purposes other than the designated purpose, the Association undertakes to return the amount received within 10 days from the date it receives the Company’s demand for repayment of previously transferred funds. The Agreement enters into force from the time of its signing, and shall remain in effect until the Parties perform their obligations in full.</p>

Interested-party transaction of PJSC “LUKOIL” approved by the Annual General Shareholders Meeting of PJSC “LUKOIL” of 23 June 2016 and made in 2016

1. Transaction No.	1
2. Price	up to USD 450,000 – Insurance premium for coverage A, B and C.
3. Names of parties	<p>ОАО Капитал Insurance (Insurer)</p> <p>PJSC “LUKOIL” (Policyholder)</p>
4. Names of beneficiaries	<p>Under Cover A – the sole executive body, members of management bodies, employees of PJSC “LUKOIL” and/or subsidiaries of PJSC “LUKOIL”, and/or other organisations with the participation of PJSC “LUKOIL” and/or its subsidiary based on whose proposals the sole executive body and/or members of management bodies of such organisations were elected (hereinafter, the Insured Person).</p> <p>Under Cover B – PJSC “LUKOIL”, subsidiaries of PJSC “LUKOIL”, other organisations with the participation of PJSC “LUKOIL” and/or its subsidiary based on whose proposals the sole executive body and/or members of management bodies of such organisations were elected (hereinafter, the Company <u>for the purposes of Cover B</u>).</p>

	<p>Under Cover C – PJSC “LUKOIL”, subsidiaries of PJSC “LUKOIL” (hereinafter the “Company”).</p> <p>The above parties are collectively named the Insured Parties.</p>
<p>5. Name of transaction</p>	<p>Policy (contract) on insuring the liability of directors, officers and corporations (hereinafter the “Policy”).</p>
<p>6. Subject of the transaction</p>	<p>The Insurer undertakes, for the payment stipulated in the Policy (Insurance Premium), to pay the insurance coverage (indemnification) under the Policy to (as the case may be) respective Insured and/or any other person entitled to such indemnification should any insured event specified in the Policy occur, within the insurance premium (liability limit) determined by the Policy.</p> <p><u>An insured event for the purposes of Cover A</u> in respect of cover for the liability of any Insured Person for any Loss incurred by any third parties shall be deemed to be the onset of all of the following circumstances: (a) the liability of any Insured Person arising at any time prior to or during the Policy Period pursuant to applicable law as a consequence of the incurrence by any third parties of any Loss in connection with any Wrongful Act of the Insured Person, and (b) any Claim made against such Insured Person during the Period of Insurance (means the effective period during which the insurance set forth in the Policy shall be valid, starting from the first day of the Policy Period and ending on the expiry date of the Policy Period or, if there is a Discovery Period (a 60-day the period immediately following the expiry of the Policy Period or early termination/cancellation of the Policy, during which written notice may be given to the Insurer of any Claim first made during such period or during the Policy Period in connection with any Wrongful Act committed prior to the end of the Policy Period), ending on the expiry date of the Discovery Period). An insured event shall be deemed to have occurred upon the Claim being made subject to subsequent confirmation by the Insurer that the insured event has occurred or to a ruling that such insured event has occurred by a court, arbitral court, arbitral tribunal or other similar competent body/institution. The Policy also covers any Loss incurred by any Insured Person and/or which any Insured Person will incur subsequent to the Period of Insurance relating to liability for Loss incurred by any third parties (including, without limitation, in the event of any ruling by a court or arbitral court, arbitral tribunal or other similar competent body/institution subsequent to the Period of Insurance), but in connection with any Claim made during the Period of Insurance.</p> <p><u>For the purposes of Cover A</u> the Insurer shall pay to or on behalf of any Insured Person any Loss related to any Claim first made against any Insured Person during the Policy Period or the Discovery Period (if applicable) and reported to</p>

the Insurer in writing pursuant to the terms of the Policy, except when and to the extent that the Company has indemnified such Loss.

An insured event for the purposes of Cover B shall be deemed to be the incurrence of any expenses by any Company for the purposes of Cover B in connection with the indemnification for any Loss by such Company for the purposes of Cover B to any Insured Person and/or other person or entity in the interests of any Insured Person in connection with any Claim made against any Insured Person and/or the liability of any Insured Person for any Loss incurred by third parties. For the purposes of Cover B the Policy also covers such expenses incurred by any Company subsequent to the Period of Insurance but relating to any Claim made during the Period of Insurance and/or in connection with the liability of any Insured Person for any Loss incurred by third parties in relation to which a Claim was made during the Period of Insurance.

For the purposes of Cover B the Insurer shall pay to or on behalf of any Company for the purposes of Cover B any Loss related to any Claim first made against any Insured Person during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer in writing pursuant to the terms of the Policy, but only to the extent that such Company has indemnified such Loss for the purposes of Cover B.

An insured event for the purposes of Cover C in respect of cover for the liability of any Company for any Loss incurred by any third parties shall be deemed to be the onset of all of the following circumstances: (a) the liability of any Company arising at any time prior to or during the Policy Period pursuant to applicable law as a consequence of the incurrence by any third parties of any Loss in connection with any Wrongful Act of the Company, and (b) any Securities Claim made against such Company during the Period of Insurance in connection with the Loss of any third parties. An insured event shall be deemed to have occurred upon the Securities Claim being made subject to subsequent confirmation by the Insurer that the insured event has occurred or to a ruling that such insured event has occurred by a court, arbitral court, arbitral tribunal or other similar competent body/institution. The Policy also covers any Loss incurred by any Company and/or which any Company will incur subsequent to the Period of Insurance relating to liability for Loss incurred by any third parties (including, without limitation, in the event of any ruling by a court or arbitral court, arbitral tribunal or similar competent body/institution subsequent to the Period of Insurance), but in connection with any Securities Claim made during the Period of Insurance.

	<p>For the purposes of Cover C the Insurer shall pay to any Company or on behalf of any Company any Loss related to any Securities Claim first made against any Company during the Policy Period or the Discovery Period (if applicable) and reported to the Insurer in writing pursuant to the terms of the Policy. Insurance cover C is without any prejudice to Insurance cover A in respect of any Securities Claims.</p>
7. Interested parties	<p>The persons performing the functions of the President, members of the Board of Directors and Management Committee of PJSC “LUKOIL” are simultaneously beneficiaries under the transaction.</p>
8. Other material terms of the transaction	<p>The policy is effective from 19 July 2016 through 18 July 2017.</p> <p>The insurance premium (liability limit) is at least USD 150,000,000 (total aggregate limit for Covers A, B and C, including legal defence costs).</p> <p>The insurance premium will be paid in roubles at the exchange rate determined by the Parties as of the date the Policy is signed, in accordance with the terms and conditions of the Policy.</p>