

**REPORT ON THE VOTING RETURNS
OF THE EXTRAORDINARY GENERAL SHAREHOLDERS MEETING OF
PJSC MOSTOTREST**

Full company name and principal place of business of the Company – Public Joint Stock Company MOSTOTREST, 6, Barklaya Street, bldg. 5, Moscow, 121087

Type of the General shareholders meeting – extraordinary.

Form of the General shareholders meeting – absentee vote.

Date of the General shareholders meeting – Monday, March 28, 2016.

Date for execution of the list of persons eligible to take part in the extraordinary General shareholders meeting – February 22, 2016.

Ballot committee:

Closed Joint Stock Company RDC PARITET, 12, 2nd Kozhevnichesty Pereulok, bldg. 2, Moscow, 115114.

Authorized persons of the registrar: A.Yu. Soloviov

Chairman of the General meeting: Monastiryov Vladimir Veniaminovich.

Secretary of the General meeting: Gennady Olegovich Bogatyryov.

Agenda of the General shareholders meeting:

1. On the approval of the inter-related interested-party transactions.

Agenda item 1. On the approval of the inter-related interested-party transactions.

Total amount of votes held by the persons on the list of persons entitled to take part in the general shareholders meeting, who had no interest in the transaction – 282,215,500.

Total amount of votes accounted for voting shares of the company held by the persons, who had no interest in the company's transaction, determined subject to provisions of Clause 4.20 of the Regulation* – 282,215,500.

Total amount of votes held by the persons with respect to the said agenda item, who had no interest in the company's transaction and took part in the general shareholders meeting with respect to the said agenda item of the general meeting – 270,916,255, which makes up 96.00% of the total amount of votes.

The quorum for the said agenda item is present.

Total amount of votes cast for the said agenda item of the general meeting, which have not been counted as the voting ballots were declared invalid or which have not been counted for other reasons as set forth in the Regulation* – 28,000.

YES		NO		ABSTAIN	
Votes	%	Votes	%	Votes	%
266,233,517	94.33695	4,618,737	1.63660	36,000	0.01275

THE RESOLUTION HAS BEEN PASSED.

Wording of the resolution passed:

Resolution on the Agenda item 1: To approve the inter-related interested-party transactions in accordance with Article 157.1 of the Civil Code of the Russian Federation:

1. *Surety agreement of the legal entity #GR156300/0018-8 (the "Surety") entered into on December 23, 2015 by and between PJSC MOSTOTREST and JSC Russian Agricultural Bank for obligations of OOO Transstroyemkhanisatsiya on the following terms and conditions:*

parties: JSC Russian Agricultural Bank – Guarantor, Bank;

PJSC MOSTOTREST – Surety;

Beneficiary – Federal Air Transport Agency, acting for and on behalf of the Russian Federation;

subject matter of the transaction: The Surety undertakes to bear responsibility to the Guarantor for performance by OOO Transstroyemkhanisatsiya (the "Principal, Debtor") of its obligations under the Bank Guarantee Agreement #GR156300/0018 as of December 23, 2015 (the "Bank Guarantee Agreement") entered into by and between the Guarantor and the Principal;

The surety secures performance by the Principal of obligations set forth by the Bank Guarantee Agreement to reimburse the Guarantor on a recourse basis for amounts paid by the Guarantor to the Beneficiary on the terms and conditions of the bank guarantee; to pay interest on amounts; to pay a commission fee for the issue of guarantee; to pay forfeits (penalties); to ensure the Guarantor reimburses costs on collection of the Principal's debts;

bank guarantee amount – 5,276,371,969 (Five billion two hundred seventy-six million three hundred seventy-one thousand nine hundred sixty-nine) rubles 97 kopecks;

bank guarantee purpose – securing proper performance by the Principal of obligations to the Beneficiary set forth by the Government shell and core works contract for: Development of the Moscow airport hub. Construction of the new runway (Runway 3) of the Sheremetyevo International Airport, Moscow region (the "Government Contract"), entered on the basis of the decree of the Government of the Russian Federation as of October 15, 2015 #2067-r, which obligations become due during the life of the guarantee;

term of the bank guarantee – from the effective date of the Government Contract through January 15, 2020;

remuneration for the Bank's issue of the guarantee to the Principal – 2.8 (Two point eight) percent per annum of the bank guarantee amount.

The scope of the Principal's obligations is not defined by the fixed amount and may either be increased or decreased depending on performance by the Principal of its obligations under the Bank Guarantee Agreement, due to which the Guarantor may, as applicable and in its sole discretion, determine seniority of its claims against the Principal.

The Principal transfers monies in amounts paid by the Guarantor to the Beneficiary on the bank guarantee conditions to the correspondent account/subaccount of the Guarantor within terms specified in the Guarantor's written request (but no more than 30 calendar days) for recourse-based money payment. The Guarantor sends a written request within 2 (Two) business days of the Guarantor's payment of monies to the Beneficiary under the bank guarantee.

Should the Guarantor pay monies under the bank guarantee, the Principal shall pay the Guarantor the interest on the amount of monies paid by the Guarantor at double the discount rate of the Bank of Russia set on the day, as of which the Guarantor lodges a counter-claim (recourse) against the Principal, in percent per annum for the period from the day, following the date of payment by the Guarantor of monies under the bank guarantee, through the date the monies paid by the Principal on a recourse basis are received by the Guarantor in full. The interest is paid along with monies reimbursed to the Guarantor on a recourse basis.

Should the Surety perform the Principal's obligations under the Bank Guarantee Agreement, the Guarantor's rights to collect the Principal's debts in the amount paid to the Guarantor shall be assigned to the Surety.

term of the surety – the surety terminates unless the Guarantor lodges a claim against the Surety specified in the Bank Guarantee Agreement during the year from the day, as of which the Principal must perform its obligations under the Bank Guarantee Agreement in full.

Under any and all unmentioned terms and conditions, the Surety shall bear full responsibility to the Bank under all the terms of the Bank Guarantee Agreement and the Surety agreement of the legal entity.

2. Contract for provision of the Surety Agreement #166 entered on December 23, 2015 entered on the following terms and conditions:

parties: PJSC MOSTOTREST – Surety;

OOO Transstroyemekhanisatsiya – Debtor, Principal;

subject matter: Upon request of the Debtor, the Surety undertakes to enter into the Surety agreement of the legal entity #GR156300/0018-8 as of December 23, 2015 (the “Surety Agreement”) in favor of JSC Russian Agricultural Bank (the “Bank, Guarantor”) to secure performance by the Debtor of its obligations to the Bank under the Bank Guarantee Agreement #GR156300/0018 as of December 23, 2015 (the “Agreement”), including under the following terms and conditions:

bank guarantee amount – 5,276,371,969 (Five billion two hundred seventy-six million three hundred seventy-one thousand nine hundred sixty-nine) rubles 97 kopecks;

term of the bank guarantee – from the effective date of the Government Contract through January 15, 2020;

remuneration for the Bank's issue of the guarantee to the Principal – 2.8 (Two point eight) percent per annum of the bank guarantee amount.

term of the Surety Agreement – the Surety Agreement terminates unless the Guarantor lodges a claim against the Surety specified in the Agreement during the year from the day, as of which the Principal must perform all of its obligations under the Agreement in full.

term of the Contract – the Contract comes into effect upon signing and continues in full force and effect until termination of the Surety Agreement.

Surety's fee – in consideration for the Surety granted the Principal undertakes to pay a fee of up to 0.11 (point one one) percent per annum (including VAT) of the bank guarantee amount for the period equal to the term of the guarantee's actual validity in the reporting quarter.

* Order of the Federal Financial Markets Service of Russia #12-6/pz-n as of February 2, 2012 On the Approval of the Regulation on Additional Requirements for Preparation, Convention and Holding of the General Shareholders Meeting.

Chairman
of the extraordinary General shareholders meeting
PJSC MOSTOTREST
Monastiryov

V.V.

Secretary
of the extraordinary General shareholders meeting
PJSC MOSTOTREST

G.O. Bogatyryov