

DRAFT RESOLUTIONS OF THE EXTRAORDINARY GENERAL SHAREHOLDERS MEETING

Public Joint Stock Company MOSTOTREST

Legal address: 6, Barklaya Street, Bldg. 5, Moscow, 121087, Russian Federation

Extraordinary General shareholders meeting to be held by absentee vote: **November 21, 2016**
Mailing addresses, where filled voting ballots may be sent: **6, Barklaya Street, Bldg. 5, Moscow, 121087;**
12, 2nd Kozhevnychesky Pereulok, Bldg. 2, Entrance 4, Moscow, 115114.

Form of the meeting: **absentee vote**
End date for acceptance of filled voting ballots: **November 21, 2016**

Resolution on the Agenda item 1: To approve the interested-party transaction in accordance with Article 157.1 of the Civil Code of the Russian Federation – Surety agreement #12300GM/16-R-P entered into on August 3, 2016 by and between PJSC MOSTOTREST and GPB Bank (JSC) (the “Surety agreement”) for obligations of OOO Transstroymekhanisatsiya on the following terms and conditions:

parties:

GPB Bank (JSC) – Guarantor, Bank;

PJSC MOSTOTREST – Surety;

OOO Transstroymekhanisatsiya – Principal, Debtor;

Russian Highways State Company – Beneficiary;

subject matter of the transaction: The Surety undertakes jointly with the Debtor to bear full responsibility to the Guarantor for the Debtor's performance of obligations, arising from the Bank Guarantee Agreement #12300GM/16-R as of August 3, 2016 (the “Bank Guarantee Agreement”) between the Guarantor and the Principal.

In the event of the Principal's failure to perform or improper performance of the obligation secured by the Surety agreement, the Surety and the Principal shall bear the joint and several responsibility to the Bank. The Surety agreement secures the Principal's performance of obligations under terms and conditions of the Bank Guarantee Agreement, including payment to the Bank of amounts paid by the Bank under the guarantee, compensations, fees, forfeits (penalties), losses, costs, and other payments set forth in the Bank Guarantee Agreement, and indemnification of legal costs on collection of the debt and other losses of the Bank, arising from the Principal's failure to perform or improper performance of obligations.

guarantee amount – 7,458,950,096 (Seven billion four hundred fifty-eight million nine hundred fifty thousand ninety-six) rubles;

purpose of the guarantee – securing proper performance of the Principal's obligations to the Beneficiary under the Long-term investment agreement #DIP-2016-834 as of August 8, 2016 for construction, maintenance, repairs, overhaul, and fee-based operation of the highway sections – Moscow-Saint Petersburg Highway, 58 – 684 km section, stage 1: 58 – 97 km, stage 2: 97 – 149 km (the “Contract”);

term of the bank guarantee – from August 3, 2016 through February 1, 2019

fee for the Bank's issue of the guarantee to the Principal – 1.9 (One point nine) percent per annum of the guarantee amount (but no less than 15,000 (Fifteen thousand) rubles per calendar quarter or a part thereof) calculated for the term of the bank

guarantee. Should the Principal fail to perform obligations set forth in the Bank Guarantee Agreement, the fee for the guarantee issue may be increased 2 (Two) percent and/or 5 (Five) percent per annum according to terms and conditions of the Bank Guarantee Agreement. the Principal pays a fee for the Bank's issue of the guarantee on a quarterly basis;

in the event of early termination of the bank guarantee (other than early performance by the Principal of its obligations under the Contract), the Guarantor's fee for the period from the early termination date of the guarantee through February 1, 2019 shall be paid by the Principal in a lump sum within 5 (Five) business days of the early termination date of the guarantee;

the Guarantor's fee for every amendment to the guarantee conditions – 15,000 (Fifteen thousand) rubles (payable in a lump sum within 5 (Five) business days of the guarantee amendment date;

the Principal undertakes to indemnify the Guarantor for amounts paid by the Guarantor to the Beneficiary under the guarantee on or before the date the Guarantor makes a payment under the guarantee and all actual and documented expenses incurred by the Guarantor, arising from performance of the Bank Guarantee Agreement;

the penalty for the Principal's failure to perform or improper performance of obligations to the Guarantor under the Bank Guarantee Agreement – 0.1 (Point one) percent of the amount outstanding for every day of the delay.

the Surety undertakes, within 2 (Two) business days of the Bank's written notice of the Principal's failure to perform or improper performance of obligations under the Bank Guarantee Agreement, to perform all non-performed or improperly performed obligations for the Principal. Upon performance by the Principal of its obligations to the Bank, the Principal receives the Bank's rights to the extent that the Principal settled the Bank's claim.

the penalty for the Surety's failure to perform or improper performance of obligations to the Guarantor under the Surety agreement as related to performance of the Principal's obligations under the Bank Guarantee Agreement – 0.1 (Point one) percent of the amount outstanding for every day of the delay.

Term of Surety – through February 1, 2022. The Surety may be terminated for cause provided by Article 367 of the Civil Code of the Russian Federation.

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.

Resolution on the Agenda item 2: To approve the inter-related interested-party transaction in accordance with Article 157.1 of the Civil Code of the Russian Federation:

Surety agreement #12346GM/16-R-P (the “Surety agreement”) entered into on August 12, 2016 by and between PJSC MOSTOTREST and GPB Bank (JSC) for obligations of OOO Transstroyemkhanisatsiya on the following terms and conditions:

parties:

GPB Bank (JSC) – Guarantor, Bank;

PJSC MOSTOTREST – Surety;

OOO Transstroyemkhanisatsiya – Principal, Debtor;

Russian Highways State Company – Beneficiary;

subject matter of the transaction: The Surety undertakes jointly with the Debtor to bear full responsibility to the Guarantor for the Debtor's performance of obligations, arising from the Bank Guarantee Agreement #12346GM/16-R as of August 12, 2016 (the “Bank Guarantee Agreement”) between the Guarantor and the Principal.

In the event of the Principal's failure to perform or improper performance of the obligation secured by the Surety agreement, the Surety and the Principal shall bear the joint and several responsibility to the Bank. The Surety agreement secures the Principal's performance of obligations under terms and conditions of the Bank Guarantee Agreement, including payment to the Bank of amounts paid by the Bank under the guarantee, compensations, fees, forfeits (penalties), losses, costs, and other payments set forth in the Bank Guarantee Agreement, and indemnification of legal costs on collection of the debt and other losses of the Bank, arising from the Principal's failure to perform or improper performance of obligations.

guarantee amount – 9,251,837,650 (Nine billion two hundred fifty-one million eight hundred thirty-seven thousand six hundred fifty) rubles;

purpose of the guarantee – securing proper performance of the Principal's obligations to the Beneficiary on refund of the advance payment received by the Principal from the Beneficiary under the Long-term investment agreement #DIP-2016-834 as of August 8, 2016 for construction, maintenance, repairs, overhaul, and fee-based operation of the highway sections – Moscow-Saint Petersburg Highway, 58 – 684 km section, stage 1: 58 – 97 km, stage 2: 97 – 149 km (the “Contract”);

term of the bank guarantee – from August 12, 2016 through February 1, 2019

fee for the Bank's issue of the guarantee to the Principal – 1.9 (One point nine) percent per annum of the guarantee amount (but no less than 15,000 (Fifteen thousand) rubles per calendar quarter or a part thereof) calculated for the term of the bank guarantee. Should the Principal fail to perform obligations set forth in the Bank Guarantee Agreement, the fee for the guarantee issue may be increased 2 (Two) percent and/or 5 (Five) percent per annum according to terms and conditions of the Bank Guarantee Agreement. the Principal pays a fee for the Bank's issue of the guarantee on a quarterly basis;

in the event of early termination of the bank guarantee (other than early performance by the Principal of its obligations under the Contract), the Guarantor's fee for the period from the early termination date of the guarantee through February 1, 2019 shall be paid by the Principal in a lump sum within 5 (Five) business days of the early termination date of the guarantee;

the Guarantor's fee for every amendment to the guarantee conditions – 15,000 (Fifteen thousand) rubles (payable in a lump sum within 5 (Five) business days of the guarantee amendment date;

the Principal undertakes to indemnify the Guarantor for amounts paid by the Guarantor to the Beneficiary under the guarantee on or before the date the Guarantor makes a payment under the guarantee and all actual and documented expenses incurred by the Guarantor, arising from performance of the Bank Guarantee Agreement;

the penalty for the Principal's failure to perform or improper performance of obligations to the Guarantor under the Bank Guarantee Agreement – 0.1 (Point one) percent of the amount outstanding for every day of the delay.

the Surety undertakes, within 2 (Two) business days of the Bank's written notice of the Principal's failure to perform or improper performance of obligations under the Bank Guarantee Agreement, to perform all non-performed or improperly performed obligations for the Principal. Upon performance by the Principal of its obligations to the Bank, the Principal receives the Bank's rights to the extent that the Principal settled the Bank's claim.

the penalty for the Surety's failure to perform or improper performance of obligations to the Guarantor under the Surety agreement as related to performance of the Principal's obligations under the Bank Guarantee Agreement – 0.1 (Point one) percent of the amount outstanding for every day of the delay.

Term of Surety – through February 1, 2022. The Surety may be terminated for cause provided by Article 367 of the Civil Code of the Russian Federation.

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.