

APPROVED
By the Board of Directors
of PJSC “LUKOIL”
Minutes No. of May 2018

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

Report on Interested Party Transactions Entered into by PJSC “LUKOIL” in 2017

This Report has been prepared in pursuance of Clause 1.1, Article 81 of Federal Law No. 208-FZ *On Joint Stock Companies* dated 26 December 1995 (hereinafter, ‘the Law’).

Public Joint Stock Company “Oil company “LUKOIL” entered into 21 interested party transactions in 2017, in accordance with the Law recognized as interested party transactions: in respect of 19 of them decisions on consent to perform the transactions were taken by the Board of Directors of PJSC “LUKOIL” while decisions on two of them were taken by the General Shareholders Meeting of PJSC “LUKOIL” (hereinafter, ‘the GSM’) (see the enclosed list of transactions on 22 pages).

For the purposes of the transactions specified in the Report, members of the governing bodies of PJSC “LUKOIL” (hereinafter, ‘the Company’) shall be deemed interested parties as they:

- hold positions in the governing bodies of the legal entities that are parties to transactions (transactions Nos.3, 4, 6, 8, 9, 11, 12, 14-16, 18 and 19 approved by the Board of Directors and transaction No.2 approved by the Extraordinary GSM);
- hold positions in the governing bodies of the legal entities that are beneficiaries in transactions (transactions Nos.1, 2, 5, 7, 10, 13 and 17, approved by the Board of Directors);
- are beneficiaries in transactions (transaction No.1 approved by the Annual GSM);
- their relatives hold positions in the governing bodies of the legal entities that are parties to transactions (transactions Nos. 8, 9 and 11, approved by the Board of Directors and transaction No.2 approved by the Extraordinary GSM) or beneficiaries in transactions (transactions Nos.7, 10 and 17 approved by the Board of Directors).

The amount of each of the transactions where decisions on consent to perform the transactions were taken by the Board of Directors of PJSC “LUKOIL” in pursuance of Chapter 11 of the Law exceeds RUB 1 billion (with the limit for transaction amount established by The Bank of Russia Directive No. 4335-Ou of 31 March 2017) but is less than 10 percent of the book value of the assets of PJSC “LUKOIL” as of the relevant accounting (financial) statements reporting date.

Transaction No.1 was submitted to the Annual General Shareholders Meeting of PJSC “LUKOIL” based on Clause 3.1, Article 83 of the Law, as all the members of the Board of Directors of PJSC “LUKOIL” are recognized as interested parties with respect to this transaction, being beneficiaries thereunder. Transaction No.2 was submitted to the Extraordinary General Shareholders Meeting of PJSC “LUKOIL” based on Clause 4, Article 83 of the Law as the value of the property being the subject of the transaction exceeded 10 percent of the book value of the Company’s assets. Decisions on consent to perform the said interested party transactions were taken the GSM on proposal of Board of Directors of the Company.

President of PJSC “LUKOIL”

V.Yu. Alekperov

**List of Interested Party Transactions Entered into by PJSC "LUKOIL" in 2017,
where decisions on consent to perform the transactions were taken by the Board of
Directors of PJSC "LUKOIL"**

1. Transaction No.	1
2.1. Price (amount in Euro)	Guarantee of PJSC "LUKOIL" shall be granted for a credit limit in the amount not exceeding EUR 160,000,000
2.2. Price (amount in roubles)	Guarantee of PJSC "LUKOIL" shall be granted for a credit limit in the amount not exceeding RUB 9,704,000,000
3. Names of parties	PJSC "LUKOIL" (Surety) UniCredit BulBank AD (Bank)
4. Names of beneficiaries	LUKOIL Neftokhim Burgas AD (Borrower)
5. Name of the transaction	Addendum No.6 to Surety Agreement No. 1/1210803 of 26.10.2012 (Agreement)
6. Subject of the transaction	<p>According to the Agreement and Addenda No.1-5 thereto the Surety irrevocably undertakes to pay to the Bank jointly and severally with the Borrower at the Bank's first demand any amount not exceeding EUR 160,000,000 (the Credit Limit) due for payment to the Bank by the Borrower under the Conditional Bank Loan Agreement for Undertaking Credit Commitments in the Form of Bank Guarantees and Documentary Letters of Credit No.200 dated October 22th, 2012 with subsequent Annexes signed between the Bank and the Borrower (Loan Agreement) in case the Borrower fails to pay any amount of his indebtedness.</p> <p>According to Addendum No.6 to the Agreement:</p> <p>1) The Surety expresses its unconditional and irrevocable consent with the changed terms and conditions on the following:</p> <ul style="list-style-type: none"> - The granted conditional bank loan has a credit limit in the amount of EUR 160,000,000. The Borrower has the option to order the issuance of bank guarantees/ counter guarantees/ standby letters of credit/ opening of letters of credit/ undertaking of customs suretyships (hereinafter, the conditional obligations) in euro (EUR), as well as in leva (BGN) and / or US dollars (USD). The total utilized amount of the Loan may not exceed EUR 160,000,000 in no time point during the term of the Agreement; - the Term for issuance of conditional obligations within the available credit limit shall be 31.01.2018 inclusive; - the Maximum term of validity of the commitment of the Bank-issuer to make payments under the conditional obligations shall be until 16.02.2020, while the term indicated in the guarantee (counter guarantee) and/or opened letter of credit for the receipt of a claim/ valid documents for payment cannot be later than 31.01.2020; - Maximum term of validity of the commitment of the Bank-issuer to make payments under bank guarantees/ customs suretyships, issued under the terms and conditions of the Law

	<p>on excises and tax warehouses shall be not later than 16.02.2020, while the term for the receipt of a claim for payment shall be not later than 31.01.2020, and the guarantees have a term of validity not later than 31.07.2019:</p> <ul style="list-style-type: none"> - Final term of the Loan Agreement: 16.02.2020; - Fee for issuance of bank guarantee/ counter guarantee/ standby letter of credit/ undertaking of customs suretyship: 0.25% on annual basis; fee for issuing of a letter of credit: 0.25% on annual basis, but not less than EUR 50. <p>2) The Surety agrees jointly with the Borrower to be liable for the Borrower's due performance of its obligations under the Loan Agreement with the above amended conditions of the Loan Agreement, including the extension of the final term of the Loan Agreement till 16.02.2020.</p> <p>3) The Surety Agreement term is set out till 16.02.2021 inclusive.</p>
7. Interested party, grounds for being recognised as such	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL Neftokhim Burgas AD.
8. Other material terms of the transaction	All other terms of the Agreement not covered by Addendum No.6 remain unchanged.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	09.03.2017, Minutes No. 4
1. Transaction No.	2
2.1. Price (amount in US dollars)	Not more than USD 40,000,000
2.2. Price (amount in roubles)	Not more than RUB 2,278,000,000
3. Names of parties	PJSC "LUKOIL" (Guarantor) SOCIÉTÉ GÉNÉRALE EXPRESSBANK AD (Lender)
4. Names of beneficiaries	LUKOIL Neftokhim Burgas AD (Borrower)
5. Name of the transaction	Deed of Guarantee (Deed)
6. Subject of the transaction	The Guarantor irrevocably and unconditionally guarantees to the Lender the due and punctual performance by the Borrower of all of the Borrower's obligations to the Lender under the Facility Agreement for issuance of Bank guarantees and Letters of credit (Facility Agreement) up to the total amount of USD 40,000,000 by issuance/opening by the Lender at the Borrower's request of Bank guarantees and Letters of credit in US dollars, Euro and BGN plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable (or stated to be payable) to the Lender under or in connection with the Facility Agreement.
7. An interested party, grounds for the appearance of an interested party	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL Neftokhim Burgas AD
8. Other material terms of the transaction	The Deed shall terminate on the day on which all of the Borrower's and the Guarantor's payment obligations under the Facility Agreement and the Deed to which they are respectively a party have been unconditionally and

	irrevocably paid and discharged in full. The Deed is governed by English law.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	17.04.2017, Minutes No.5
1. Transaction No.	3
2.1. Price (amount in US dollars)	USD 40,000,000; fee of not more than USD 732,000. VAT exempt
2.2. Price (amount in roubles)	RUB 2,278,000,000; fee of not more than RUB 41,687,400. VAT exempt
3. Names of parties	PJSC "LUKOIL" (Guarantor) LUKOIL Neftochim Burgas AD (Borrower)
4. Names of beneficiaries	
5. Name of the transaction	Contract of Indemnity (hereinafter, the "Contract")
6. Subject of the transaction	<p>The Parties have entered into the Contract in connection with the Deed of Guarantee (hereinafter, the Deed) to be signed by the Guarantor and SOCIÉTÉ GÉNÉRALE EXPRESSBANK AD (the Bank) to ensure the Debtor's obligations before the Bank under the Facility agreement for issuance of Bank guarantees and Letters of credit up to the total amount of USD 40,000,000 (Facility Agreement) entered into on the date of the Deed (or a date close thereto) are fulfilled. Under the Deed the Guarantor shall pay the Bank the principal amount of debt plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable (or stated to be payable) to the Bank under or in connection with the Facility Agreement.</p> <p>The Parties have agreed that the amount paid by the Guarantor to the Bank in fulfillment of obligations under the Deed 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.</p>
7. Interested party, grounds for being recognised as such	Vadim Nikolaevich Vorobyov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Chairman of the Supervisory Board of LUKOIL Neftokhim Burgas AD
8. Other material terms of the transaction	<p>The Debtor undertakes to pay the Guarantor the Guarantor's fee for providing the Deed. The cost of the Guarantee services provided to the Debtor equals 0.61% per annum of the amount of the Debtor's debt to the Bank under the Facility Agreement covered by the Guarantee calculated for each day of the reporting period. The said rate shall not change throughout the entire term of validity of the Contract unless stated otherwise by the Parties in writing. The actual number of days in a year (365/366) shall be used for calculating the amount of payment due for the Guarantee services to cover the Debtor's obligations.</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 Bank in fulfilment of obligations under the</p>

	Deed. LIBOR 3M shall mean (for any payment) the London Inter-Bank offered USD deposit rates with a three-months maturity two business days before the Guarantee obligations are executed by the Guarantor. The Contract shall enter into force from the date of signing and shall remain in effect until the Parties perform their obligations in full.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	17.04.2017, Minutes No.5
1. Transaction No.	4
2.1. Price (amount in US dollars)	USD 45,662,100.46
2.2. Price (amount in roubles)	RUB 2,600,000,000
3. Names of parties	PJSC "LUKOIL" (Seller) IOOO LUKOIL Belorussia (Buyer)
4. Names of beneficiaries	-
5. Name of the transaction	Supply Contract (hereinafter the "Contract")
6. Subject of the transaction	The Contract stipulates that the Seller supplies the Buyer, on DAP NP Gomel terms, with the following products: diesel fuel of up to 100,000 metric tonnes of the following producers: OOO LUKOIL-Permnefteorgsintez and OOO LUKOIL Nizhegorodnefteorgsintez. Delivery schedule: from the date the Contract is signed through 31 May 2018 in line with the supply volumes approved by the Parties on a monthly basis. The total Contract value in Russian roubles calculated at the averaged price of the product supplied equals RUB 2,600,000,000.
7. Interested party, grounds for being recognised as such	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	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. Title to the products and all risks of accidental loss or damage shall be transferred to the Buyer upon signing the Petroleum Products Acceptance Act (the date of the Petroleum Products Acceptance Act). The term of the Contract: from the date of signing the Contract till the Parties have discharged their obligations under the Contract in full.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	17.05.2017, Minutes No.8
1. Transaction No.	5
2.1. Price (amount in Turkish Lira)	Credit line of TRY 170,000,000, plus interest of no more than TRY 4,250,000
2.2. Price (amount in roubles)	Credit line of RUB 2,809,913,000, plus interest of no more than RUB 70,247,825
3. Names of parties	PJSC "LUKOIL"(Guarantor) Citibank Anonim Şirketi (Bank)
4. Names of beneficiaries	LUKOIL EURASIA PETROL ANONIM ŞİRKETİ

	(Principal)
5. Name of the transaction	Second Amendment Agreement (hereinafter Amendment Agreement) to Corporate Guarantee for Specific Liabilities No. 1510488 dated 12 October 2015 (Guarantee)
6. Subject of the transaction	<p>In accordance with the Guarantee and the First Amendment Agreement the Guarantor guarantees to the Bank the due and punctual performance of all the Principal's Obligations under the Credit Agreement signed between the Principal and the Bank (Credit Agreement) with the credit line terminating on the earlier of: 13 July 2018 or the date on which all of the Principal's and the Guarantor's payment obligations under the Agreement and the Guarantee respectively have been unconditionally and irrevocably paid and discharged in full, in the amount not exceeding US\$ 50,000,000 in Turkish Lira, plus all accrued interest, penalties, fees and documented costs, expenses and other amounts payable (or stated to be payable) to the Bank under with the Credit Agreement. The Guarantor undertakes with the Bank that whenever the Principal does not pay any amount when due under or in connection with the Agreement, the Guarantor shall within five (5) Business Days of demand by the Bank pay that amount.</p> <p>In connection with the Second Amendment Agreement, the Guarantor and the Bank have agreed to make certain amendments to the terms and conditions of the Credit Agreement as set out herein.</p> <ul style="list-style-type: none"> - the total amount of the credit line shall be changed from the equivalent of US\$ 50,000,000 (Fifty million) in Turkish Lira to TRY 170,000,000 (one hundred and seventy million Turkish Lira), without reference to US dollars; - the date of termination of the Guarantee shall be replaced as follows: this Guarantee shall terminate on the earlier of: 12 July 2019 provided that such termination shall not release the Guarantor from its obligations in respect of any demands or claims which the Bank has made either prior to or on that date; or the date on which all of the Principal's and the Guarantor's payment obligations under the Agreement and this Guarantee respectively have been unconditionally and irrevocably paid and discharged in full.
7. Interested party, grounds for being recognised as such	Pashaev Oleg Davidovich, 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	This Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	10.07.2017, Minutes No.10
1. Transaction No.	6
2.1. Price (amount in Turkish Lira)	Credit line of TRY 170,000,000, plus interest of no more than

	USD 4,250,000; fee of TRY 1,017,484.86
2.2. Price (amount in roubles)	Credit line of RUB 2,809,913,000, plus interest of no more than RUB 70,247,825; fee of RUB 16,817,905.50
3. Names of parties	PJSC "LUKOIL"(Guarantor) LUKOIL EURASIA PETROL ANONIM ŞİRKETİ (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Contract of Indemnity No.1510468 of 12.10.2015 (hereinafter the "Contract")
6. Subject of the transaction	<p>The Parties have entered into an agreement in connection with the Corporate Guarantee for Specific Liabilities (Guarantee) between the Guarantor and Citibank Anonim Şirketi (Bank) being entered into in order to guarantee to the Bank the due and punctual performance of all the Borrower's Obligations under the Credit Agreement (Credit line in Turkish Lira) for the aggregate amount of up to USD 50,000,000 (Credit Agreement), plus interest, fines, penalties and other guaranteed payments.</p> <p>The Parties have agreed that the amount paid by the Guarantor to the Bank in performance of obligations under the Guarantee shall be considered the amount due and payable by the Borrower to the Guarantor with interest, on the terms, by the deadlines, and pursuant to the procedure determined by the Contract.</p> <p>In accordance with the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - point 1.1 of the Contract shall be revised to stipulate that the aggregate amount of the Borrower's Obligations under the Credit Agreement shall not exceed TRY 170,000,000, plus interest, fines, penalties and other guaranteed payments; - in connection with extension of the Contract of Indemnity based on the Second Supplemental Agreement thereto, the Borrower undertakes to pay the Guarantor the fee of TRY 1,017,484.86, within 180 calendar days from the moment the Supplemental Agreement is signed. The Fee shall be paid by the Borrower in US dollars recalculated in Turkish Lira using the official exchange rates of the Russian Rouble to the Turkish Lira and the US dollar established by the Central Bank of the Russian Federation as of the date this service is provided.
7. Interested party, grounds for being recognised as such	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	The Contract enters into force from the date of signing by the Parties.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	10.07.2017, Minutes No.10
1. Transaction No.	7

2.1. Price (amount in US dollars)	The amount of the credit line is USD 300,000,000, plus interest of no more than USD 24,360,000.
2.2. Price (amount in roubles)	The amount of the credit line is RUB 18,018,000,000, plus interest of no more than RUB 1,463,061,600.
3. Names of parties	PJSC LUKOIL (Guarantor) ING BANK N.V., DUBLIN BRANCH (Creditor)
4. Names of beneficiaries	LUKINTER FINANCE B.V.
5. Name of the transaction	Supplement Agreement No. 2 (hereinafter, the Supplement Agreement) to Surety Agreement No. 1510442 as of September 9, 2015 (hereinafter, the Surety).
6. Subject of the transaction	<p>According to the Surety and the respective Supplement Agreement No. 1 the Guarantor shall, along with the Borrower, be accountable to the Creditor for full, proper and timely fulfillment of all Borrower's obligations under the Agreement on Granting the Approved Revolving Credit Line in the amount of USD 300,000,000 of September 9, 2015, signed between the Borrower and the Creditor (hereinafter, the Credit Agreement), with the credit line term being equal to 24 months following the Credit Agreement signature date, including the costs, expenses and losses to be reimbursed to the Creditor under the Credit Agreement; should the Borrower fail to settle any amount of the secured obligations to the Creditor within the agreed period, the Guarantor shall transfer the said amount to the Creditor upon demand within five (5) business days following the demand placed by the Creditor to the Guarantor.</p> <p>Under the Supplement Agreement to the Surety, the Credit Agreement shall be redrafted with due consideration of the changes in the credit line term up to 48 months following the Credit Agreement signature date.</p>
7. Interested party, grounds for being recognised as such	<p>Alexander K. Matytsyn, Member of the Management Committee of PJSC LUKOIL and Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Stanislav G. Nikitin, Member of the Management Committee of PJSC LUKOIL and Member of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p>
8. Other material terms of the transaction	<p>All other provisions of the Surety shall remain unaltered and in force.</p> <p>This Supplement Agreement shall come into effect the day it is signed by the Parties.</p>
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	16.08.2017, Minutes No.13
1. Transaction No.	8
2.1. Price (amount in US dollars)	Loan facility in the amount of USD 300,000,000, interest in the amount of USD 24,360,000 at most and remuneration in the amount of USD 2,640,000 at most beyond that.

2.2. Price (amount in roubles)	Loan facility in the amount of RUB 18,018,000,000, interest in the amount of RUB 1,463,061,600 at most and remuneration in the amount of RUB 158,558,400 at most beyond that.
3. Names of parties	PJSC LUKOIL (Surety) LUKINTER FINANCE B.V. (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplement Agreement to Reimbursement Agreement No.1510417 of 09 September 2015 (hereinafter the Agreement).
6. Subject of the transaction	<p>The Parties concluded the Agreement and Supplement Agreements Nos.1-2 in relation to the Suretyship Agreement No.1510442 of 09 September 2015 between the Surety and ING BANK N.V., DUBLIN BRANCH (the Bank), done as guarantee of the Borrower's performance of obligations to the Bank under the Loan Agreement on the extension of committed revolving facility in the amount of USD300,000,000 (hereinafter the Loan Agreement), as well as interests, penalties, fines and other guaranteed payments. The Parties agreed to regard the amount paid by the Surety to the Bank to perform its obligations under the Suretyship Agreement as the amount, subject to return by the Borrower to the Surety with interest paid for its use on the terms, at the time and in the manner as established by the Agreement. According to the Supplement Agreement to the Agreement and in view of the extension of the Suretyship Agreement by virtue of Supplement Agreement No.2 thereto, Item 3.2 of the Agreement shall be amended to read that the service charge for providing surety for the Borrower' liabilities shall be 0.88% per annum of the liabilities to the Bank covered by the surety of the Borrower's obligations to the Bank under the Loan Agreement, calculated for each day of the settlement period. The rate specified above shall remain unchanged throughout the term of the Agreement, unless otherwise duly agreed in writing by the Parties. The actual number of days in a year (365/366) shall be used to calculate the amount of payment for the surety of the Borrower's performance.</p>
7. Interested party, grounds for being recognised as such	<p>Alexander K. Matytsyn, Member of the Management Committee of PJSC LUKOIL and Chairman of the Supervisory Board of LUKINTER FINANCE B.V. Stanislav G. Nikitin, Member of the Management Committee of PJSC LUKOIL and Member of the Supervisory Board of LUKINTER FINANCE B.V. Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p>
8. Other material terms of the transaction	Supplement Agreement shall become effective upon execution by the Parties.
9. The date the decision on consent to perform the transaction was taken by the Board of	16.08.2017, Minutes No.13

Directors of PJSC "LUKOIL" and Minutes No.	
1. Transaction No.	9
2.1. Price (amount in US dollars)	The estimated amount of the transaction is up to USD 3,062,155,726.03 (including the principal amount of debt of up to USD 3,000,000,000, plus interest of no more than USD 62,155,726.03.)
2.2. Price (amount in roubles)	The estimated amount of the transaction is up to RUB 180,789,674,064.81, (including the principal amount of debt of up to RUB 177,120,000,000 plus interest of no more than RUB 3,669,674,064.81).
3. Names of parties	PJSC "LUKOIL" (Lender) LUKINTER FINANCE B.V. (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Agreement on loan provision and repayment procedure (the "Agreement").
6. Subject of the transaction	<p>The Agreement outlines contractual obligations of the parties concerning the provision and subsequent repayment of funds (loan amount), as well as accrual and payment of interest for the use of the said loan. Depending on their legal status with respect to the loan, the parties shall be referred to as the Borrower and the Lender.</p> <p>In accordance with the Agreement Offer Letter the Lender proposes to the Borrower to conclude a Loan Provision and Repayment Procedure Agreement by providing written consent to (acceptance of) the terms of this Agreement whereby the Lender shall extend a special-purpose revolving loan facility to the Borrower in full or in parts. The total amount of loan debt at any point of time during the period thereof shall not exceed USD 3,000,000,000 (three billion). Once the Borrower accepts this Agreement it shall be entitled to specify another amount of loan debt within the above total amount. In such a case the Agreement shall be deemed to be concluded with respect to the total loan amount the Borrower specified at any point of time during the period thereof.</p>
7. Interested parties, grounds for being recognised as such	<p>Aleksandr Kuzmich Matytsyn, a member of the Management Committee of PJSC "LUKOIL", is simultaneously Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p>
8. Other material terms of the transaction	The Borrower undertakes to pay the Company an interest determined and calculated in accordance with the Marketing Policy for determining interest rates on loans between OAO "LUKOIL" and the Russian organisations of the LUKOIL Group approved by decision of the Management Committee of OAO "LUKOIL" dated 30 August 2006 (Minutes No. 26), in the version approved by decision of the Management

	<p>Committee of OAO "LUKOIL" dated 23 January 2012 (Minutes No.2) with subsequent amendments, for on-call loans.</p> <p>The Borrower shall be entitled to early (partial or full) repayment of the principal debt and interest accrued thereon.</p> <p>The loan is being granted to the Borrower for up to 31 December 2017.</p> <p>This Agreement shall be governed by and construed in accordance with the law of the Russian Federation (without regard to conflict of law principles).</p>
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	21.09.2017, Minutes No.15
1. Transaction No.	10
2.1. Price (amount in US dollars)	Credit line of USD200,000,000, plus interest of no more than USD17,142,000.
2.2. Price (amount in roubles)	Credit line of RUB11,590,000,000, plus interest of no more than RUB993,378,900.
3. Names of parties	PJSC "LUKOIL" (Guarantor) ABN AMRO BANK N.V. (Lender)
4. Names of beneficiaries	LUKINTER FINANCE B.V. (Borrower)
5. Name of the transaction	Confirmation and Amendment Deed No.2 to Deed of Guarantee No.1510168 dated 01.04.2015 (the Guarantee)
6. Subject of the transaction	<p>Pursuant to Guarantee and Confirmation and Amendment Deed No.1 to the Guarantee, the Guarantor irrevocably and unconditionally guarantees to the Lender the due and punctual performance by the Borrower of all the Borrower's obligations totaling USD 150,000,000 under the Facility Agreement signed between the Borrower and the Lender (Facility Agreement), plus all accrued interest, penalties, fees, documented costs, expenses and other amounts payable (or stated to be payable) to the Lender under or in connection with the Facility Agreement.</p> <p>Pursuant to the Confirmation and Amendment Deed No.2 to the Guarantee, the Guarantor confirms and agrees with the following amendments to the Facility Agreement:</p> <ul style="list-style-type: none"> -- the sum total of the credit line shall be increased to USD200,000,000; -- Interest rate: LIBOR + 2.5 percent per annum -- Final Maturity Date: two years after the date Amendment Agreement No.2 to the Facility Agreement is signed.
7. Interested party, grounds for being recognised as such	<p>Aleksandr Kuzmich Matytsyn, a member of the Management Committee of PJSC "LUKOIL", is simultaneously Chairman of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member of the Supervisory Board of LUKINTER FINANCE B.V.</p> <p>Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander</p>

	Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.
8. Other material terms of the transaction	Confirmation and Amendment Deed No.2 and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	25.10.2017, Minutes No.17
1. Transaction No.	11
2.1. Price (amount in US dollars)	Credit line of USD200,000,000, plus interest of no more than USD17,142,000; the fee of no more than USD3,520,000
2.2. Price (amount in roubles)	Credit line of RUB11,590,000,000, plus interest of no more than RUB993,378,900; the fee of no more than RUB203,984,000
3. Names of parties	PJSC "LUKOIL" (Guarantor) LUKINTER FINANCE B.V. (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Contract of Indemnification No.1510147 of 01.04.2015 (hereinafter the "Contract").
6. Subject of the transaction	<p>The Parties signed the Contract in connection with the Deed of Guarantee No.1510168 dated 01.04.2015 issued by the Guarantor as a guarantee to ABN AMRO BANK N.V. (the "Bank") for meeting the Borrower's liabilities worth USD150,000,000 under the Facility Agreement, plus interest, penalties, forfeits, fines and other amounts due and payable (Facility Agreement).</p> <p>The Parties have agreed to deem the amount paid by the Guarantor to the Bank in fulfillment of obligations under the Guarantee 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>Under the Supplemental Agreement to the Contract:</p> <ul style="list-style-type: none"> - In connection with the increase of the Guarantor's liabilities to USD 200,000,000 and extension of the validity of the Deed of Guarantee by Confirmation and Amendment Deed No.2 to the Guarantee, Clause 1.1. of the Contract is being revised to stipulate that the Borrower's liabilities to the Bank under the Facility Agreement amount to USD 200,000,000, plus interest, penalties, forfeits, fines and other amounts due and payable; - Clause 3.2 of the Contract is being revised to stipulate that the cost of the Guarantee Service for the Borrower's obligation amounts to 0.88% per annum of the amount of the Borrower's obligations to the Bank under the Facility Agreement covered by the Guarantee 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 Guarantee Service provided the actual number of days in a year shall be used (365/366).
7. Interested party, grounds for being recognised as such	Aleksandr Kuzmich Matytsyn, a member of the Management Committee of PJSC "LUKOIL", is simultaneously Chairman of the Supervisory Board of LUKINTER FINANCE B.V. Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member of the Supervisory Board of LUKINTER FINANCE B.V. Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.
8. Other material terms of the transaction	The Supplemental Agreement enters into force from the date of signing by the Parties.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	25.10.2017, Minutes No.17
1. Transaction No.	12
2.1. Price (amount in US dollars)	Approximately not more than USD1,089,999,484.32, including the interest accrued.
2.2. Price (amount in roubles)	Approximately not more than RUB62,249,870,549.43, including the interest accrued.
3. Names of parties	RITEK (Lender) PJSC "LUKOIL" (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Loan Agreement No.1610385 of 02.08.2016 (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. In accordance with the Supplemental Agreement to the Loan Agreement, point 1.1 of the Agreement is set out in a new version stipulating an increase of the loan amount to RUB 61,000,000,000.
7. Interested party, grounds for being recognised as such	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. Ilya Emmanuilovich Mandrik, 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 enters into force from the date it is signed by authorized representatives of the Parties, and applies to the legal relations of the Parties arising from 27.09.2017.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	22.11.2017, Minutes No.19
1. Transaction No.	13
2.1. Price (amount in US dollars)	Credit line of USD30,000,000, with the estimated Bank fee due for the credit line's entire maturity of USD2,400,000 totaling USD 32,400,000.
2.2. Price (amount in roubles)	Credit line of RUB1,736,100,000, with the estimated Bank fee due for the credit line's entire maturity of RUB138,888,000 totaling RUB 1,874,988,000
3. Names of parties	PJSC "LUKOIL" (Guarantor) Citibank, N.A. (Administrative Agent)
4. Names of beneficiaries	LUKOIL NORTH AMERICA LLC (Borrower)
5. Name of the 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.6 to the Credit Agreement, whereby the maturity of the Credit Agreement is being extended to 28.12.2019 and the Guarantee is retained in full.
7. Interested party, grounds for being recognised as such	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.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	22.11.2017, Minutes No.19
1. Transaction No.	14
2.1. Price (amount in US dollars)	USD32,400,000 (Credit line of USD 30,000,000, with the estimated Bank fee due for the credit line's entire maturity of USD2,400,000); the estimated fee will be USD264,000.
2.2. Price (amount in roubles)	RUB1,874,988,000 (Credit line of RUB 1,736,100,000 with the estimated Bank fee due for the credit line's entire maturity of RUB138,888,000); the estimated fee will be

	RUB15,277,680
3. Names of parties	PJSC "LUKOIL" (Guarantor) LUKOIL NORTH AMERICA LLC (Debtor)
4. Names of beneficiaries	-
5. Name of the 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 Guarantee No.1111135 of 29.12.2011 based on the Guarantor's letter, the following amendment and addenda are being made to the Contract - 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 0.88% 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).</p>
7. Interested party, grounds for being recognised as such	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.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	22.11.2017, Minutes No.19
1. Transaction No.	15
2.1. Price (amount in US dollars)	The approximate interest fee before expiry of the Loan Agreement is USD25,561,825.73
2.2. Price (amount in roubles)	The approximate interest fee before expiry of the Loan Agreement is RUB1,540,100,000
3. Names of parties	PJSC "LUKOIL" (Lender) OOO "Tsentrcaspneftegaz" (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Loan Agreement No. 0810300 of

	29.04.2008 (hereinafter the "Agreement").
6. Subject of the transaction	In accordance with the Agreement, the Lender provides the Borrower with a special-purpose loan in an amount of RUB2,346,217,000, and the Borrower undertakes to repay the funds received and to pay interest thereon by the dates and pursuant to the procedure indicated in the Agreement. In accordance with the Supplemental Agreement to the Loan Agreement: 1. From 01.01.2018, the interest rate under the Agreement and point 2.1 of the Agreement shall be revised whereby the Borrower shall pay the Lender an interest of 8.27 percent per annum on the loan amount received. 2. Point 3.1 of the Agreement shall be revised to extend the Loan through 25.12.2018, with the early repayment option.
7. Interested party, grounds for being recognised as such	Ilya Emmanuilovich Mandrik, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of OOO "TsentrCaspneftegaz". Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member of the Board of Directors of OOO "TsentrCaspneftegaz".
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, except the provision on the new interest rate under the Agreement which applies to the legal relations between the Parties arising from 01.01.2018.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	12.12.2017, Minutes No.20
1. Transaction No.	16
2.1. Price (amount in US dollars)	The approximate interest fee before expiry of the Loan Agreement is USD25,512,033.19
2.2. Price (amount in roubles)	The approximate interest fee before expiry of the Loan Agreement is RUB1,537,100,000.00
3. Names of parties	PJSC "LUKOIL" (Lender) OOO "TsentrCaspneftegaz" (Borrower)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Loan Agreement No.0710253 of 09.04.2007 (hereinafter the "Agreement").
6. Subject of the transaction	In accordance with the Agreement, the Lender provides the Borrower with a special-purpose loan in an amount of RUB1,920,000,000, and the Borrower undertakes to repay the funds received and to pay interest thereon by the dates and pursuant to the procedure indicated in the Agreement. In accordance with the Supplemental Agreement to the Loan Agreement: 1. Point 4.1 of the Agreement shall be revised to extend the Loan through 25.12.2018, with the early repayment option. 2. From 01.01.2018, the interest rate under the Agreement and point 5.1 of the Agreement shall be revised whereby the Borrower shall pay the Lender an interest of 8.27 percent per

	annum on the loan amount received.
7. Interested party, grounds for being recognised as such	Ilya Emmanuilovich Mandrik, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Board of Directors of OOO "TsentrCaspneftegaz". Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member of the Board of Directors of OOO "TsentrCaspneftegaz".
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, except the provision on the new interest rate under the Agreement which applies to the legal relations between the Parties arising from 01.01.2018.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	12.12.2017, Minutes No.20
1. Transaction No.	17
2.1. Price (amount in US dollars)	Credit line of USD300,000,000, plus interest of no more than USD21,900,000.
2.2. Price (amount in roubles)	Credit line of RUB18,075,000,000, plus interest of no more than RUB1,319,475,000.
3. Names of parties	PJSC "LUKOIL" (Guarantor) ING BANK N.V., DUBLIN BRANCH (Lender)
4. Names of beneficiaries	LUKINTER FINANCE B.V. (Borrower)
5. Name of the transaction	Supplemental Agreement No.3 (hereinafter the Supplemental Agreement) to Suretyship Agreement No.1510442 of 09 September 2015 (hereinafter the Surety).
6. Subject of the transaction	According to the Surety and Supplemental Agreements 1 and 2 thereto the Guarantor shall, along with the Borrower, be accountable to the Lender for full, proper and timely fulfillment of all of the Borrower's obligations under the Agreement on Granting the Approved Revolving Credit Line in the amount of USD 300,000,000 of September 9, 2015, signed between the Borrower and the Lender (hereinafter, the Credit Agreement), with the credit line term being equal to 48 months following the Credit Agreement signature date, including the costs, expenses and losses to be reimbursed to the Lender under the Credit Agreement; should the Borrower fail to settle any amount of the secured obligations to the Lender within the agreed period, the Guarantor shall transfer the said amount to the Lender upon request within five (5) business days following the request issued by the Lender to the Guarantor. Under the Supplement Agreement to the Surety, the Credit Agreement definition shall be revised to change the credit line term to 24 months following the Lender's notice to the Borrower on meeting the conditions precedent.
7. Interested party, grounds for being recognised as such	Aleksandr Kuzmich Matytsyn, a member of the Management Committee of PJSC "LUKOIL", is simultaneously Chairman of the Supervisory Board of LUKINTER FINANCE B.V. Stanislav Georgievich Nikitin, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a Member

	of the Supervisory Board of LUKINTER FINANCE B.V. Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL" and the spouse of Alexander Kuzmich Matytsyn, Chairman of the Supervisory Board of LUKINTER FINANCE B.V.
8. Other material terms of the transaction	All other terms of the Surety will remain unchanged and will remain in effect. The Supplemental Agreement enters into force from the date of signing by the Parties.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	12.12.2017, Minutes No.20
1. Transaction No.	18
2.1. Price (amount in US dollars)	USD135,012,448.13
2.2. Price (amount in roubles)	RUB8,134,500,000.00
3. Names of parties	PJSC "LUKOIL" (Seller) IOOO LUKOIL Belorussia (Buyer)
4. Names of beneficiaries	-
5. Name of the transaction	Supplemental Agreement to Supply Contract No.1610757 of 29.12.2016 (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. In accordance with the Supplemental Agreement to the Contract, the term of deliveries under the Contract shall be extended through 31.01.2019.
7. Interested party, grounds for being recognised as such	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	The Supplemental Agreement enters into force from the date of signing by the Parties.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC "LUKOIL" and Minutes No.	12.12.2017, Minutes No.20
1. Transaction No.	19
2.1. Price (amount in US dollars)	Approximately USD875,000,000
2.2. Price (amount in roubles)	Approximately RUB51,511,250,000
3. Names of parties	PJSC "LUKOIL" (Seller) IOOO LUKOIL Belorussia (Buyer)
4. Names of beneficiaries	-

5. Name of the transaction	Crude Delivery Contract (hereinafter the “Contract”).
6. Subject of the transaction	The Seller undertakes to deliver and the Buyer undertakes to accept and pay for up to 2,500,000 metric tonnes of crude oil (Goods) on the terms of delivery DDU (Delivered Duty Unpaid) Novopolotsk (OAO Naphtan) and/or Mozyr (OAO Mozyr Refinery), Belarus. The period of delivery by pipeline transport – during January 2018 - December 2018 in accordance with monthly delivery schedules approved by both Parties. The approximate value of the Contract shall be around USD 875,000,000 +/- 5 (five) percent.
7. Interested party, grounds for being recognised as such	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	The price of Goods shall be calculated using the formula stipulated in section 6 of the Contract; payments for the Goods shall be effected via bank transfers in US dollars and/or Russian roubles and/or EURO in strict compliance with the Seller’s invoice not later than 45 calendar days from the date a Consignment of Goods is delivered. 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. The title to the Goods under the Contract shall 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 PAO AK Transneft during a calendar month. The Contract enters into force from the time of its signing and will remain in force through 31 December 2018, and as regards mutual settlements – until they have been completed in full.
9. The date the decision on consent to perform the transaction was taken by the Board of Directors of PJSC “LUKOIL” and Minutes No.	12.12.2017, Minutes No.20

List of Interested Party Transactions Entered into by PJSC “LUKOIL” in 2017, where decisions on consent to perform the transactions were taken by the Annual General Shareholders Meeting of PJSC “LUKOIL”

1. Transaction No.	1
2. Price	Not more than USD 450,000 – Insurance premium for coverage A, B and C.
3. Names of parties	OAO Kapital Insurance (Insurer) PJSC “LUKOIL” (Policyholder)
4. Names of beneficiaries	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

	<p>and/or members of management bodies of such organisations were elected (hereinafter, the Insured Person). 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 for the purposes of Cover B). Under Cover C – PJSC "LUKOIL", subsidiaries of PJSC "LUKOIL" (hereinafter the "Company"). The above parties are collectively named the Insured Parties.</p>
<p>5. Name of the transaction</p>	<p>Contract (Policy) on insuring the liability of directors, officers and companies (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 incurrance 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</p>

Insurance), but in connection with any Claim made during the Period of Insurance.

For the purposes of Cover A 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 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

	<p>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> <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 party, grounds for being recognised as such	The President, members of the Board of Directors and the Management Committee of PJSC "LUKOIL" are simultaneously beneficiaries under the transaction.
8. Other material terms of the transaction	<p>The policy is effective from 19 July 2017 through 18 July 2018.</p> <p>The insurance premium (liability limit) is at least USD150,000,000 (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>
9. The date the decision on consent to perform the transaction was taken by the Annual General Shareholders Meeting of PJSC "LUKOIL" and Minutes No.	21.06.2017, Minutes No.1 (dated 23.06.2017)
1. Transaction No.	2
2. Price	EUR6,200,000,000
3. Names of parties	PJSC "LUKOIL" (the Sole Member) LUKOIL INTERNATIONAL GmbH (the Company)
4. Names of beneficiaries	-
5. Name of the transaction	PJSC "LUKOIL" to make an additional monetary contribution to the charter capital of LUKOIL INTERNATIONAL GmbH
6. Subject of the transaction	<p>The Sole Member is to make an additional monetary contribution in the amount of EUR 6,200,000,000 (six billion two hundred million) to increase the charter capital of the Company by EUR 150,000 (one hundred fifty thousand), which would increase the par value of the Sole Member's interest by EUR 150,000 (one hundred fifty thousand).</p> <p>After the additional contribution of the Sole Member, the par value of the Sole Member's interest in the charter capital of LUKOIL INTERNATIONAL GmbH the Company will be equal to EUR 300,000 (three hundred thousand). The cost of the above increase of the charter capital of LUKOIL</p>

	INTERNATIONAL GmbH the Company for the Sole Member will be EUR 6,200,000,000 (six billion two hundred million).
7. Interested parties, grounds for being recognised as such	<p>Vagit Usufovich Alekperov, President, Chairman of the Management Committee and a member of the Board of Directors of PJSC "LUKOIL", is simultaneously Chairman of the Supervisory Board of LUKOIL INTERNATIONAL GmbH.</p> <p>Ravil Ulfatovich Maganov, a member of the Management Committee and a member of the Board of Directors of PJSC "LUKOIL", is simultaneously Vice-Chairman of the Supervisory Board of LUKOIL INTERNATIONAL GmbH.</p> <p>Vladimir Ivanovich Nekrasov, a member of the Management Committee of PJSC "LUKOIL", is simultaneously a member of the Supervisory Board of LUKOIL INTERNATIONAL GmbH.</p> <p>Lyubov Nikolaevna Khoba, a member of the Board of Directors of PJSC "LUKOIL", is simultaneously a member of the Supervisory Board of LUKOIL INTERNATIONAL GmbH and the spouse of Alexander Kuzmich Matytsyn, Managing Director of LUKOIL INTERNATIONAL GmbH.</p> <p>Aleksandr Kuzmich Matytsyn, a member of the Management Committee of PJSC "LUKOIL", is simultaneously the Managing Director of LUKOIL INTERNATIONAL GmbH.</p>
8. Other material terms of the transaction	-
9. The date the decision on consent to perform the transaction was taken by the Extraordinary General Shareholders Meeting of PJSC "LUKOIL" and Minutes No.	04.12.2017, Minutes No.2 (dated 06.12.2017)