

Full corporate name of the Company: Public Joint Stock Company “Aeroflot – Russian Airlines”  
Principal place of business: 10 Arbat Str., Moscow, 119002, Russian Federation  
The form of the Extraordinary General Meeting of Shareholders: absentee voting.  
Postal address to which completed and signed voting ballots should be sent: PJSC “Aeroflot” Corporate Governance Department, 10 Arbat Str., Moscow, 119002, Russian Federation  
Deadline for submitting ballots for voting at the meeting to be held in the form of absentee voting: December 26, 2016

Full name (corporate name) of the shareholder:

The number of votes held by the shareholder on this item:

Barcode field

**Agenda item No. 1:** Approval of the interested party transaction (a series of interrelated transactions) involving the assignment of purchase rights in respect of twenty-two Boeing 787 aircraft

**The wording of the resolution on agenda item No. 1:**

“1. Be it resolved to approve the interested party transaction (a series of interrelated transactions) involving the assignment of purchase rights in respect of twenty-two Boeing 787 aircraft on the following material terms and conditions fixed as of December 31, 2015 and agreed upon by April 15, 2016:

1.1. The conclusion of a Novation Agreement between PJSC “Aeroflot”, LLC “Aviacapital – Service” and The Boeing Company in respect of contract No.3063 for the purchase of twenty-two new Boeing 787 aircraft (the “Aircraft”) between PJSC “Aeroflot” and The Boeing Company dated June 9, 2007 (“Contract 3063”) on the following material terms and conditions:

**Subject matter:** full assignment by PJSC “Aeroflot” of all of its rights and obligations under Contract 3063 to LLC “Aviacapital – Service”.

**Parties:** PJSC “Aeroflot” as the assignor, LLC “Aviacapital – Service” as the assignee, The Boeing Company as the manufacturer of the Aircraft.

**Price (monetary value):** the monetary value of all rights and obligations assigned under Contract 3063 shall not exceed US\$ 95,670,000.

**Other material terms and conditions:**

- refund by The Boeing Company of advance payments of US\$ 43,757,220 made by PJSC “Aeroflot” under Contract 3063;

- payment by LLC “Aviacapital - Service” to The Boeing Company of US\$ 43,757,220 towards the purchase price of the Aircraft under Contract 3063;

1.2. The conclusion of a letter of agreement regarding the provision of credit memorandums between The Boeing Company and “PJSC “Aeroflot” on the following material terms and conditions:

**Subject matter:**

- the issuance of credit memorandums in favor of PJSC “Aeroflot” (a) for the purchase of goods and services from The Boeing Company and its affiliates for an amount of US\$ 20,000,000 and (b) for the training of up to 193 crew members for Boeing 737-800, 777-300 and 747-400 aircraft;

- changes to the Aircraft delivery schedule under Contract 3063 as follows: 7 Aircraft in 2019, 5 Aircraft in 2020, 5 Aircraft in 2021, 5 Aircraft in 2022;

- in the event that the Novation Agreement is not concluded between PJSC “Aeroflot”, LLC “Aviacapital – Service” and The Boeing Company by January 1, 2017, the cancellation of Contract 3063 and the refund by The Boeing Company of advance payments of US\$ 43,757,220 less the amount of the credit memorandums actually used by PJSC “Aeroflot”

**Parties:** PJSC “Aeroflot”, The Boeing Company.

**Price (monetary value):** does not have an individual price.

**Applicable law:** Laws of the State of Washington, USA.”

1.3. The conclusion of a letter of agreement between PJSC “Aeroflot” and LLC “Aviacapital – Service” on additional obligations of LLC “Aviacapital – Service” related to the Novation Agreement

between PJSC “Aeroflot”, LLC “Aviacapital – Service” and The Boeing Company on the following material terms and conditions:

**Subject matter:** obligations of LLC “Aviacapital – Service”:

- not to dispose in any way of the Aircraft that are the subject matter of Contract No.3063 to PJSC “Aeroflot” or its affiliates;

- not to dispose in any way of the Aircraft and/or rights under Contract 3063 to any third parties except those that have provided adequate assurance in writing that they will not dispose of the Aircraft to PJSC “Aeroflot” or its affiliates in the future.

**Parties:** PJSC “Aeroflot”, LLC “Aviacapital - Service”.

**Price (monetary value):** does not have an individual price.

**Applicable law:** Laws of the State of Washington, USA.”

<b>“FOR”</b> <input type="checkbox"/> _____ votes Barcode field	<b>“AGAINST”</b> <input type="checkbox"/> _____ votes Barcode field	<b>“ABSTAIN”</b> <input type="checkbox"/> _____ votes Barcode field
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Select **only one** voting option\*. Cross out the other options.

- mark indicating that the voting is done by proxy issued in relation to shares transferred after the record date for the General Meeting.

- mark indicating that the voting is done in accordance with the instructions of the acquirers of shares transferred after the record date and/or instructions from the owners of depository securities.

- mark indicating that part of shares have been transferred after the record date for the General Meeting.

**Signature of the person entitled to participate in the general meeting of shareholders or his/her/its proxy:**

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(If voting by proxy, indicate who issued the proxy and the date the proxy was issued)

**The ballot must be signed by the person entitled to participate in the general meeting of shareholders or his/her/its proxy. Votes cast in unsigned voting ballots will not be taken into account in vote counting at the General Meeting. Incorrectly filled ballots will be deemed null and void.**

The voter may select only one voting option, except when voting in accordance with instructions from persons who acquired shares after the record date for the General Meeting or instructions from the owners of depository securities;

\* if more than one voting option is left uncrossed in the ballot, the number of votes cast for the corresponding voting option must be indicated in the space provided for inserting the number of votes cast for each voting option, and a mark indicating that the voting is carried out in accordance with the instructions of the acquirers of shares that were transferred after the record date for the General Meeting and/or instructions from the owners of depository securities must be made;

\* a person voting by proxy issued in relation to shares transferred after the record date for the General Meeting must indicate the number of votes cast for the left voting option in the space next to the selected option which is provided for inserting the number of votes, and put a mark indicating that the voting is carried out by proxy issued for the shares that were transferred after the record date for the General Meeting;

\* if not all the shares have been transferred after the record date for the General Meeting, the voter must indicate the number of votes cast for the left voting option next to the selected option in the space which is provided for inserting the number of votes, and put a mark indicating that part of the shares were transferred after the record date for the General Meeting. If instructions of the acquirers of the shares transferred after the record date for the General Meeting have been received with respect to such shares and they coincide with the left voting option, such votes are summed up.

The documents certifying the authority of the transferees and representatives of the persons included in the list of persons entitled to take part in the General Meeting (notarized copies thereof) are to be attached to the ballots mailed by such persons.

**The completed and signed ballot must be mailed to the following address: PJSC “Aeroflot” Corporate Governance Department, 10 Arbat St., Moscow, 119002, Russian Federation.**

**Only ballots received by the Company on or before December 26, 2016 will be taken into account in determining the quorum and voting results at the Extraordinary General Meeting of Shareholders of PJSC “Aeroflot”.**