

The wording of the resolution on agenda item No. 1 of the Extraordinary General Meeting of Shareholders of PJSC “Aeroflot” to be communicated electronically (in the form of electronic documents) to nominal holders of shares registered in the shareholder register of PJSC “Aeroflot”

“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” regarding 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 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 an 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.”