

Seal:
Central Bank of the Russian Federation
December 15, 2022
accepted
Bank of Russia

MANDATORY OFFER FOR PURCHASE OF EQUITY SECURITIES OF A JOINT-STOCK COMPANY

Public Joint Stock Company «Oil company «LUKOIL»

(name/company name (surname, name, patronymic (if any) of the person directing the mandatory offer)

Public Joint-Stock Company «EL5-Energo»

(full company name of the joint stock company, whose equity securities are the subject of the mandatory offer)

Type, category (class) and series of the securities that are the subject of the mandatory offer for their purchase	Number of securities of the given type, category (class) or series, that are the subject of the mandatory offer for their purchase (pieces)	
<i>ordinary shares</i>	<i>15 411 419 899</i>	
-	-	
Location (place of residence) of the person directing the mandatory offer	<i>Moscow</i>	
Contact information of the person directing the mandatory offer		
Phone	<i>+7 (495) 627 44 44, 8 800 200 94 02</i>	
	(contact phone numbers of the person directing the mandatory offer with the inter-city code)	
Fax	<i>+7 (495) 625 70 16</i>	
	(fax number of the person directing the mandatory offer with the inter-city code)	
E-mail	<i>shareholder@lukoil.com</i>	
	(e-mail address of the person directing the mandatory offer)	
Postal address	<i>11 Sretensky Boulevard, Moscow, 101000, Russian Federation</i>	
	(postal address in the Russian Federation used by the person directing the mandatory offer for getting mail)	
<i>Authorized person of Public Joint Stock Company «Oil company «LUKOIL» by virtue of Power of Attorney No. Д - 4791 dated December 14, 2022</i> (job title of the head or other person signing the mandatory offer in the name of the person directing such offer, name and details of the document, on the basis of which other person is given the right to sign the mandatory offer in the name of the person directing it)		
	(signature)	<i>V.N. Vinogradov</i> (full name)
Date: <i>December 15, 2022</i>	L.S. (for legal entities) Seal: Public Joint Stock Company «Oil company «LUKOIL» Moscow, OGRN 1027700035769	

Stamp: PJSC «EL5-Energo»
Branch «Central Office»
Ref.number 1 dd.09.01.2023

Section I. Information on the joint stock company, whose equity securities are the subject of the mandatory offer					
1.1.	Full company name		Public Joint-Stock Company «EL5-Energo»		
1.2.	Abbreviated company name (if any)		PJSC «EL5-Energo»		
1.3.	Location		Yekaterinburg, Sverdlovsk Region		
1.4.	OGRN		1046604013257		
1.5.	INN		6671156423		
1.6.	Code of issuer assigned by the registration authority		50077-A		
1.7.	Postal address		7 Pavlovskaya Street, bldg 1, Moscow, 115093, Russian Federation		
Section II. Information on the person directing the mandatory offer for purchase of equity securities of the joint stock company					
2.1.	Individual		No		
2.2.	Legal entity		Yes		
2.3.	Resident		Yes		
2.4.	Non-resident		No		
For individuals					
2.5.	Surname, name, patronymic (if any)		Not applicable		
2.6.	Place of residence		Not applicable		
For legal entities					
2.7.	Full name/company name		Public Joint Stock Company « Oil company «LUKOIL»		
2.8.	Abbreviated name/company name (if any)		PJSC «LUKOIL»		
2.9.	Location		Moscow		
2.10.	OGRN		1027700035769		
2.11.	INN		7708004767		
2.12.	Code of issuer assigned by the registration authority (if any)		00077-A		
2.13.	Number of shares of the joint stock company owned by the person directing the mandatory offer				
2.13.1.	Ordinary shares, pcs/% <u><2></u>	19 960 478 471 / 56,43	2.13.2.	Preferential shares, total, pcs/% <u><3></u> including:	- / -
				a) type <u>-</u> , pcs /% <u><3></u>	- / -
				b) type <u>-</u> , pcs/% <u><3></u>	- / -
				c) type <u>-</u> , pcs /% <u><3></u>	- / -

2.14.	Information on persons holding 20 and more percent of votes in the supreme managing body of the legal entity directing the mandatory offer, independently or together with their affiliates			
2.15.	For individuals			
Information on individuals holding 20 and more percent of votes in the supreme managing body of the legal entity, independently or together with their affiliates			Share of votes that the person holds in the supreme managing body of the legal entity, independently or together with its affiliates, %	
2.15.1.1.	Surname, name, patronymic (if any)	None	2.15.1.3.	Not applicable
2.15.1.2.	Place of residence	Not applicable		
2.15.2.1.	Surname, name, patronymic (if any)	None	2.15.2.3.	Not applicable
2.15.2.2.	Place of residence	Not applicable		
2.16.	For legal entities			
Information on legal entities holding 20 and more percent of votes in the supreme managing body of the legal entity, independently or together with their affiliates			Share of votes that the person holds in the supreme managing body of the legal entity, independently or together with its affiliates, %	
2.16.1.1.	Full name/ company name	None	2.16.1.6.	Not applicable
2.16.1.2.	Abbreviated name/ company name (if any)	Not applicable		
2.16.1.3.	Location	Not applicable		
2.16.1.4.	OGRN	Not applicable		
2.16.1.5.	INN	Not applicable		
2.16.2.1.	Full name/ company name	None	2.16.2.6.	Not applicable
2.16.2.2.	Abbreviated name/ company name (if any)	Not applicable		
2.16.2.3.	Location	Not applicable		
2.16.2.4.	OGRN	Not applicable		
2.16.2.5.	INN	Not applicable		
2.17.	Information on persons holding 10 and more percent of votes in the supreme managing body of the legal entity directing the mandatory offer and that are registered in states or in territories granting a beneficial tax treatment and/or not envisaging disclosure and provision of information in the course of financial operations (offshore zones)			

2.18.	For individuals			
Information on individuals having 10 and more percent of votes in the supreme managing body of the legal entity and that are registered in the offshore zones			Share of votes that the person has in the supreme managing body of the legal entity, %	
2.18.1.1.	Surname, name, patronymic (if any)	None	2.18.1.3.	Not applicable
2.18.1.2.	Place of residence	Not applicable		
2.18.2.1.	Surname, name, patronymic (if any)	None	2.18.2.3.	Not applicable
2.18.2.2.	Place of residence	Not applicable		
2.19.	For legal entities			
Information on the legal entity having 10 and more percent of votes in the supreme managing body of the legal entity and that is registered in the offshore zone			Share of votes that the person has in the supreme managing body of the legal entity, %	
2.19.1.1.	Full name/ company name	None	2.19.1.4.	Not applicable
2.19.1.2.	Abbreviated name/ company name (if any)	Not applicable		
2.19.1.3.	Location	Not applicable		
Information on persons, in whose interest the shares (interest) of the legal entity registered in the offshore zone are held (beneficiaries)			Share of votes that the beneficiary has in the supreme managing body of the legal entity registered in the offshore zone, %	
For individual beneficiaries				
2.19.1.5.	Surname, name, patronymic (if any)	None	2.19.1.7.	Not applicable
2.19.1.6.	Place of residence	Not applicable		
2.19.1.8.	Surname, name, patronymic (if any)	None	2.19.1.10.	Not applicable
2.19.1.9.	Place of residence	Not applicable		
For beneficiaries that are legal entities				
2.19.1.11.	Full name/ company name	None	2.19.1.16.	Not applicable
2.19.1.12.	Abbreviated name/	Not applicable		

	company name (if any)			
2.19.1.13.	Location	<i>Not applicable</i>		
2.19.1.14.	OGRN	<i>Not applicable</i>		
2.19.1.15.	INN	<i>Not applicable</i>		
2.19.1.17.	Full name/ company name	<i>None</i>	2.19.1.22.	<i>Not applicable</i>
2.19.1.18.	Abbreviated name/ company name (if any)	<i>Not applicable</i>		
2.19.1.19.	Location	<i>Not applicable</i>		
2.19.1.20.	OGRN	<i>Not applicable</i>		
2.19.1.21.	INN	<i>Not applicable</i>		
2.20.	The person directing the mandatory offer acts in the interests of third parties, but on its own behalf			<i>The person directing the mandatory offer acts on its own behalf, in its interests</i>
2.21.	Information on third parties, in whose interests acts the person directing the mandatory offer			
2.22.	For individuals			
2.22.1.1.	Surname, name, patronymic (if any)	<i>None</i>		
2.22.1.2.	Place of residence	<i>Not applicable</i>		
2.22.1.3.	Details and name of the document (agreement, power of attorney) that is the basis, on which the person directing the mandatory offer acts in the interests of such person	<i>Not applicable</i>		
2.22.2.1.	Surname, name, patronymic (if any)	<i>None</i>		
2.22.2.2.	Place of residence	<i>Not applicable</i>		
2.22.2.3.	Details and name of the document (agreement, power of attorney) that is the basis, on which the person directing the mandatory offer acts in the interests of such person	<i>Not applicable</i>		
2.23.	For legal entities			
2.23.1.1.	Full name/company name	<i>None</i>		
2.23.1.2.	Abbreviated name/company name (if any)	<i>Not applicable</i>		
2.23.1.3.	Location	<i>Not applicable</i>		
2.23.1.4.	OGRN	<i>Not applicable</i>		
2.23.1.5.	INN	<i>Not applicable</i>		
2.23.1.6.	Details and name of the document (agreement, power of attorney) that is the	<i>Not applicable</i>		

	basis, on which the person directing the mandatory offer acts in the interests of such person				
2.23.2.1.	Full name/company name		None		
2.23.2.2.	Abbreviated name/company name (if any)		Not applicable		
2.23.2.3.	Location		Not applicable		
2.23.2.4.	OGRN		Not applicable		
2.23.2.5.	INN		Not applicable		
2.23.2.6.	Details and name of the document (agreement, power of attorney) that is the basis, on which the person directing the mandatory offer acts in the interests of such person		Not applicable		
Section III. Information on shareholders that are the affiliates of the person directing the mandatory offer for purchase of equity securities of the joint stock company					
3.1.	For individuals				
3.1.1.1.	Surname, name, patronymic (if any)		None		
3.1.1.2.	Place of residence		Not applicable		
3.1.1.3.	Ground for the affiliation		Not applicable		
Number of shares of the joint stock company held by the affiliate					
3.1.1.4.	Ordinary shares, pcs/% <2>	- / -	3.1.1.5 .	Preferential shares, total, pcs/% <3> including:	- / -
				a) type __, pcs /% <3>	- / -
				b) type __, pcs/% <3>	- / -
				c) type __, pcs /% <3>	- / -
3.2.	For legal entities				
3.2.1.1.	Full name/company name		None		
3.2.1.2.	Abbreviated name/company name (if any)		Not applicable		
3.2.1.3.	Location		Not applicable		
3.2.1.4.	OGRN		Not applicable		
3.2.1.5.	INN		Not applicable		
3.2.1.6.	Ground for the affiliation		Not applicable		
Number of shares of the joint stock company held by the affiliate					
3.2.1.7.	Ordinary shares, pcs/% <2>	- / -	3.2.1.8 .	Preferential shares, total, pcs/% <3> including:	- / -
				a) type __, pcs /% <3>	- / -

				b) type <u> </u> , pcs/% <3>	- / -
				c) type <u> </u> , pcs /% <3>	- / -
Section IV. Total number of shares of the joint stock company held by the person directing the mandatory offer and its affiliates					
4.1.	Ordinary shares, pcs/% <2>	19 960 478 471 / 56,43	4.2.	Preferential shares, total, pcs/% <3> including:	- / -
				a) type <u> </u> , pcs /% <3>	- / -
				b) type <u> </u> , pcs/% <3>	- / -
				c) type <u> </u> , pcs /% <3>	- / -
4.3.	Number of shares of the joint stock company specified in clause 1 of Article 84.1 of the Federal Law On Joint Stock Companies, held by the person directing the mandatory offer and its affiliates, pcs/% <4>			19 960 478 471 / 56,43	
Section V. Information on equity securities of the joint stock company, regarding which the mandatory offer for their purchase is directed					
5.1.	Type, category (class) and series of the securities to be purchased		5.2.	Number of securities to be purchased of the given type, category (class) and series, pcs/% <5>	
5.1.1.	ordinary shares		5.2.1.	15 411 419 899 / 43,57	
5.1.2.	-		5.2.2.	- / -	
5.1.3.	-		5.2.3.	- / -	
5.1.4.	-		5.2.4.	- / -	
Section VI. Terms of the mandatory offer for purchase of equity securities of the joint stock company					
6.1.	Type, category (class), series of the equity securities to be purchased		ordinary shares		
Terms for purchase of equity securities of the given type, category (class), series					
6.1.1.	Offered purchase price or the procedure for its calculation		The proposed purchase price of ordinary shares of PJSC «EL5-Energo» is 0,48 (zero point forty-eight hundredths) rubles per share.		
6.1.2.	Justification of the offered purchase price, including information on its compliance with the requirements of clause 4 of Article 84.2 of the Federal Law On Joint Stock Companies		Ordinary shares of PJSC «EL5-Energo» are listed at on-exchange trading. Trade organizers: - Public Joint Stock Company Moscow Exchange MICEX-RTS; - Public Joint Stock Company SPB Exchange. Ordinary shares of PJSC «EL5-Energo» are not listed at on-exchange trading of other trade organizers. Considering that the ordinary shares of PJSC «EL5-Energo» are listed at on-exchange trading of two trade organizers, the weighted average price according to the results of organized trades of all trade organizers for the six months preceding the date of sending the mandatory offer to the Bank of Russia is 0.4784 (zero point		

		<p><i>four thousand seven hundred and eighty-four ten thousandths) rubles.</i></p> <p><i>During the six months preceding the date of sending this mandatory offer to PJSC «EL5-Energo», PJSC «LUKOIL» purchased ordinary shares of PJSC «EL5-Energo». The highest price at which PJSC «LUKOIL» purchased ordinary shares of PJSC «EL5-Energo» during the six months preceding the date of sending this mandatory offer to PJSC «EL5-Energo» was 0,48 (zero point forty-eight hundredths) rubles per share (date of transaction: 05.12.2022).</i></p> <p><i>During the six months preceding the date of sending this mandatory offer to PJSC «EL5-Energo», PJSC «LUKOIL» did not assume the obligation to purchase ordinary shares of PJSC «EL5-Energo».</i></p> <p><i>During the six months preceding the date of sending this mandatory offer to PJSC «EL5-Energo», affiliates of PJSC «LUKOIL» did not purchase and did not assume the obligation to purchase ordinary shares of PJSC «EL5-Energo».</i></p> <p><i>Taking into account the above factors, PJSC «LUKOIL» set the purchase price of ordinary shares of PJSC «EL5-Energo» in the amount of 0,48 (zero point forty-eight hundredths) rubles per share.</i></p> <p><i>The proposed purchase price of securities specified in clause 6.1.1 of this mandatory offer is not lower than the weighted average price of one ordinary share of PJSC EL5-Energo determined following the results of organized trade of all trade organizers, namely: Public Joint Stock Company Moscow Exchange MICEX-RTS and Public Joint Stock Company SPB Exchange, for six months prior to the date of sending the mandatory offer to the Bank of Russia.</i></p> <p><i>The proposed purchase price of securities specified in clause 6.1.1 of this mandatory offer is not lower than the highest price at which PJSC «LUKOIL» purchased ordinary shares of PJSC «EL5-Energo» during the six months preceding the date of sending this mandatory offer to PJSC «EL5-Energo».</i></p> <p><i>Thus, the proposed purchase price of securities specified in clause 6.1.1 of this mandatory offer meets the requirements of clause 4 of Article 84.2 of the Federal Law On Joint Stock Companies.</i></p>
6.1.3.	Payment for the securities with money	<p><i>The purchased securities are paid in cash in rubles of the Russian Federation.</i></p>
6.1.4.	Term and procedure for payment for the securities with money	<p><i>Term of payment for the purchased shares: within 17 (seventeen) days upon expiry of the term for accepting this mandatory offer.</i></p> <p><i>Funds in connection with the sale of securities by their owners registered in the register of shareholders of PJSC «EL5-Energo» are paid by transferring them to bank accounts the details of which are available to the registrar maintaining the register of owners of securities of PJSC «EL5-Energo» - Joint Stock Company Independent Registrar Company R.O.S.T. (hereinafter - the Registrar). The obligation of PJSC «LUKOIL» to pay for securities purchased on the basis of this mandatory offer is considered fulfilled upon receipt of funds to the credit institution in which the bank account of the person entitled to receive such payments is opened, and if such a person is a credit institution, to its account.</i></p> <p><i>Funds in connection with the sale of securities by their owners who are not registered in the register of shareholders of PJSC «EL5-</i></p>

		<p><i>Energo» are paid by transferring them to the bank account of a nominee holder of shares registered in the register of shareholders of PJSC «EL5-Energo». The obligation of PJSC «LUKOIL» to pay for securities purchased on the basis of this mandatory offer is considered fulfilled upon receipt of funds to the credit institution in which the bank account of such a nominee holder entitled to receive such payments is opened, and if such a nominee holder is a credit institution, to its account.</i></p> <p><i>A nominee holder registered in the register of shareholders of PJSC «EL5-Energo» is obliged to pay its depositors funds by transferring to their bank accounts no later than the next business day after the day such nominee holder submits an order to the Registrar, on the basis of which the Registrar makes an entry on transfer of rights to the securities being sold to PJSC «LUKOIL», in accordance with the procedure provided for in clause 7.2 of Article 84.3 of the Federal Law On Joint Stock Companies.</i></p> <p><i>A nominee holder not registered in the register of shareholders of PJSC EL5-Energo is obliged to pay its depositors funds by transferring to their bank accounts no later than the next business day after the day of receipt of funds and receipt from the depository of which it is a depositor, information on the number of securities sold.</i></p> <p><i>In case of non-fulfillment by PJSC «LUKOIL» of the obligation to pay for the purchased securities on time (within 17 (seventeen) days upon expiry of the term for acceptance of this mandatory offer), the owner of the securities, at his/her choice, has the right to submit to the guarantor who issued a bank guarantee ensuring the fulfillment of obligations under the mandatory offer, a claim for payment of the price of the purchased securities with attachment of documents confirming the direction of the application for the sale of securities, and documents, confirming the existence of a record on establishment of restrictions on the disposal of securities in respect of which an application for their sale has been submitted, on the account on which the owner's rights to securities are taken into account, or on the account of a foreign nominee holder, or unilaterally terminate the securities purchase agreement.</i></p> <p><i>PJSC «LUKOIL» is not responsible for the fact that the funds cannot be credited funds to the bank account of the owner/nominee holder of securities within the period specified in this mandatory offer due to the failure of the owner/nominee holder of securities or the provision of incomplete, unreliable or insufficient payment details to the Registrar for transferring funds to pay for shares.</i></p>
6.1.5.	Payment for the securities with other securities (specifying the issuer, type, category and class)	<i>Payment for the securities with other securities is not provided for.</i>
6.1.6.	Term and procedure for payment for the securities with other securities	<i>Payment for the securities with other securities is not provided for.</i>
6.1.7.	Indication that the form of payment is selected by the holder of the securities to be purchased	<i>Selection of the form of payment by the owner of the purchased securities is not provided. The purchased securities are paid only in cash in rubles of the Russian Federation in accordance with the procedure specified in clause 6.1.4 of this mandatory offer.</i>
6.1.8.	Minimum number of securities, regarding which applications for	<i>Not applicable (not provided for a mandatory offer).</i>

	sale shall be filed to the person that directed the voluntary offer, pcs/% <5>	
6.2.	Type, category (class), series of the equity securities to be purchased	<i>There are no other securities of PJSC «EL5-Energo» to be purchased, except for those specified in clause 6.1 of this mandatory offer.</i>
Terms for purchase of equity securities of the given type, category (class), series		
6.2.1.	Offered purchase price or the procedure for its calculation	<i>Not applicable</i>
6.2.2.	Justification of the offered purchase price, including information on its compliance with the requirements of clause 4 of Article 84.2 of the Federal Law On Joint Stock Companies	<i>Not applicable</i>
6.2.3.	Payment for the securities with money	<i>Not applicable</i>
6.2.4.	Term and procedure for payment for the securities with money	<i>Not applicable</i>
6.2.5.	Payment for the securities with other securities (specifying the issuer, type, category and class)	<i>Not applicable</i>
6.2.6.	Term and procedure for payment for the securities with other securities	<i>Not applicable</i>
6.2.7.	Indication that the form of payment is selected by the holder of the securities to be purchased	<i>Not applicable</i>
6.2.8.	Minimum number of securities, regarding which applications for sale shall be filed to the person that directed the voluntary offer, pcs/% <5>	<i>Not applicable</i>
6.3.	Other terms for purchase of equity securities	
6.3.1.	Term for acceptance of the mandatory offer (the term, during which the application for sale of the securities shall be received by the person directing the mandatory offer)	<p><i>The term for acceptance of the mandatory offer (the period during which the application for sale of securities shall be received by the person who sent the mandatory offer) is 70 (seventy) days upon receipt of this mandatory offer by PJSC «EL5-Energo».</i></p> <p><i>The owners of securities to whom the mandatory offer is addressed have the right to accept it by submitting an application for sale of securities in accordance with the procedure provided for in clauses 4.1 and 4.2 of Article 84.3 of the Federal Law On Joint Stock Companies and this clause of the mandatory offer.</i></p> <p><i>The application for sale of securities shall contain information that allows to identify the owner of the securities, the type, category (class) and number of securities that their owner agrees to sell to PJSC «LUKOIL».</i></p> <p><i>The application of the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» for the sale of securities is</i></p>

		<p><i>submitted to the Registrar of PJSC «EL5-Energo» by sending to one of the postal addresses specified in clause 6.3.2 of this mandatory offer, or by submitting in person and handing over against signature to one of the addresses specified in clause 6.3.3 of this mandatory offer, a document in writing signed by the owner of the securities, and if this is provided for by the rules in accordance with which the Registrar carries out the activities for maintaining the register, also by sending an electronic document signed with a qualified electronic signature. If this is provided for by the specified rules of the Registrar, this electronic document can be signed with a simple or unqualified electronic signature, and in this case it is recognized as equivalent to a paper document with a handwritten signature.</i></p> <p><i>The owner of the securities has the right to withdraw the application for sale of securities before the expiration of the term for acceptance of this mandatory offer.</i></p> <p><i>Upon receipt by the Registrar of the statement of the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» on sale of securities and until the date of making an entry on transfer of rights to the securities being sold to PJSC «LUKOIL», or until the date of receipt of the withdrawal of such statement, their owner is not entitled to dispose of these securities, including pledging them or encumbering them in other ways, about which the Registrar makes a record of establishment of such a restriction on the account on which the owner's rights to securities are taken into account, without the latter's order.</i></p> <p><i>The statement of the owner of securities not registered in the register of shareholders of PJSC «EL5-Energo» on sale of securities or withdrawal of such statement is sent by giving appropriate orders (instructions) to the person who keeps records of his/her rights to shares of PJSC «EL5-Energo». In this case, such an order (instruction) is given in accordance with the laws of the Russian Federation on securities.</i></p> <p><i>Upon receipt by the nominee holder of an instruction from the securities owner to send an application for sale of securities and until the date of making a record of the transfer of rights to such securities to PJSC «LUKOIL» on the account of the specified nominee holder or until the date of receipt by the nominee holder of information about the receipt by the Registrar of the revocation of such an application, the owner is not entitled to dispose of the specified securities, including pledging them or encumbering them in other ways, about which the nominal holder makes a record of establishment of such a restriction on the account, on which the owner's rights to securities are taken into account, without the latter's order (instruction).</i></p> <p><i>All applications for sale of securities received before the term for acceptance of the mandatory offer are considered received by the person who sent the mandatory offer on the date of expiration of the term for acceptance of this mandatory offer determined in accordance with this clause (70 (seventy) days upon receipt of this mandatory offer of PJSC «EL5-Energo»).</i></p> <p><i>All applications for sale of securities containing the information provided for in clause 4 of Article 84.3 of the Federal Law On Joint Stock Companies received and not withdrawn before the expiration of the term for acceptance of this mandatory offer, are considered to have been received by PJSC «LUKOIL», and the relevant agreements on acquisition of shares between PJSC «LUKOIL» and the owners of shares who sent and did not</i></p>
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<i>withdraw applications for sale of securities, concluded on the date of expiry of the term for acceptance of this mandatory offer specified in this clause of the mandatory offer.</i>
6.3.2.	Postal address for sending of the applications for sale of the securities to be purchased	<p><i>Application for sale of securities can be sent to:</i></p> <ul style="list-style-type: none"> <i>- the address of the Central Office of Joint Stock Company «Independent Registrar Company R.O.S.T.»: 18 Stromynka Street, bldg 5B, room IX, Moscow, 107076, for Joint Stock Company «Independent Registration Company R.O.S.T.» (a different address of Joint Stock Company «Independent Registrar Company R.O.S.T.» that will be specified in the Unified State Register of Legal Entities (hereinafter referred to as the "USRLE") on the date of filing the application of the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» on sale of securities);</i> <i>- at the address of any of the branches of Joint Stock Company «Independent Registrar Company R.O.S.T.» that will be specified in the Unified State Register of Legal Entities on the date of filing an application by the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» for sale of securities.</i> <p><i>Information about branches of the Joint Stock Company «Independent Registrar Company R.O.S.T.» is published on the website: http://www.rrost.ru/ru/filials/.</i></p> <p><i>(for holders of securities registered in the register of shareholders of PJSC «EL5-Energo»).</i></p>
6.3.3.	Address, at which applications for sale of securities can be delivered personally	<p><i>Application for sale of securities can be submitted in person:</i></p> <ul style="list-style-type: none"> <i>- the address of the Central Office of Joint Stock Company «Independent Registrar Company R.O.S.T.»: 18 Stromynka Street, bldg 5B, Moscow, Joint Stock Company «Independent Registrar Company R.O.S.T.» (other address of Joint Stock Company «Independent Registrar Company R.O.S.T.» that will be specified in the Unified State Register of Legal Entities on the date of filing an application by the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» for sale of securities).</i> <i>- at the address of any of the branches of Joint Stock Company «Independent Registrar Company R.O.S.T.» that will be specified in the Unified State Register of Legal Entities on the date of filing an application by the owner of securities registered in the register of shareholders of PJSC «EL5-Energo» for sale of securities.</i> <p><i>Information about branches of the Joint- Stock Company «Independent Registrar Company R.O.S.T.» is published on the website: http://www.rrost.ru/ru/filials/.</i></p> <p><i>(for holders of securities registered in the register of shareholders of PJSC «EL5-Energo»).</i></p>
6.3.4.	Term, during which the securities shall be charged on the personal (depo) account of the person directing the mandatory offer	<p><i>The term during which the Registrar makes entries on transfer of rights to the securities being sold from the owners registered in the register of shareholders of PJSC «EL5-Energo» to PJSC «LUKOIL» –within three business days upon submission to PJSC «LUKOIL» of the report provided for by clause 9 of Article 84.3 of the Federal Law On Joint Stock Companies, and documents confirming the fulfillment of PJSC «LUKOIL»'s obligation to pay cash to the owner of securities registered in the register of shareholders of PJSC «EL5-Energo», without submitting his/her order.</i></p> <p><i>The term during which the Registrar makes records on transfer of rights to the securities being sold from owners not registered in the register of shareholders of PJSC «EL5-Energo» to PJSC «LUKOIL» –within three business days upon provision by a</i></p>

		<p><i>nominee holder registered in the register of shareholders of PJSC «EL5-Energo» of orders of the nominee holder and extract from the report provided for in clause 9 of Article 84.3 of the Federal Law On Joint Stock Companies". The nominee holder registered in the register of shareholders of PJSC «EL5-Energo» gives such an order no later than two business days upon receipt of funds and an extract from the specified report. The information contained in the extract from the report provided for by clause 9 of Article 84.3 of the Federal Law On Joint Stock Companies is sent by the Registrar to nominee shareholders registered in the register of shareholders of PJSC «EL5-Energo», no later than three business days upon receipt by PJSC «EL5-Energo» of such a report in accordance with the laws of the Russian Federation on securities for providing information and materials to persons exercising rights under securities. Making an entry specified in this clause is the basis for the nominal holder to make a corresponding entry on the client's (depositor's) depo accounts without the latter's order (instruction).</i></p> <p><i>The owner of securities is obliged to transfer the securities free from any rights of third parties.</i></p>
6.3.5.	Information on the person directing the mandatory offer, to be included in the order for transfer of the securities	<p>The person to whose personal account the securities shall be credited as part of the acceptance of this mandatory offer: PJSC «LUKOIL». Information about PJSC «LUKOIL» to be specified in the order on transfer of purchased securities:</p> <p>Account type: Holder. Personal account number: 5827008045 Full name: Public Joint Stock Company «Oil company «LUKOIL». Main state registration number and date of its assignment: main state registration number (OGRN): 1027700035769. date of assignment of OGRN: 17.07.2002.</p> <p><i>Direction by the owners of securities of orders on transfer of purchased securities of PJSC «EL5-Energo» in favor of PJSC «LUKOIL» is not provided for by the applicable laws of the Russian Federation.</i></p>
6.3.6.	Plans of the person directing the mandatory offer regarding the joint stock company, whose securities are to be purchased, including plans related to employees of such joint stock company	Not specified
Section VII. Information on bank guarantee attached to the mandatory offer		
7.1.	Information on the guarantor	
7.1.1.	Full company name	Public Joint-Stock Company «Bank Otkritie Financial Corporation»
7.1.2.	Abbreviated company name (if any)	«Bank Otkritie Financial Corporation» (Public Joint-Stock Company)
7.1.3.	Location	Moscow
7.1.4.	OGRN	1027739019208
7.1.5.	INN	7706092528
7.2.	Terms of the bank guarantee	

7.2.1.	Details of the bank guarantee (No. and date of issuance)	<i>No. 4723-22/БГ-001 dated December 12, 2022</i>
7.2.2.	Amount of the bank guarantee or the procedure for its calculation	<i>7,552,000,000 (Seven billion five hundred and fifty two million) rubles 00 kopecks</i>
7.2.3.	Condition of irrevocability of the bank guarantee	<i>Bank guarantee is irrevocable</i>
7.2.4.	Validity of the bank guarantee or the procedure for its establishing	<i>The bank guarantee comes into force from December 12, 2022 and is valid until December 11, 2023 inclusive</i>
7.2.5.	Other information of the bank guarantee related to the form and the contents of the claim for payment by the guarantor for the securities to be purchased and the procedure for its direction, and the documents to be attached to such claim	<p><i>I. Public Joint-Stock Company «Bank Otkritie Financial Corporation» operating as a credit institution on the basis of General License No. 2209 issued by the Bank of Russia on «24» November 2014, BIC 044525985, corr.acc. 30101810300000000985 at the Main Branch of the Central Bank of the Russia Federation for the Central Federal District, OGRN 1027739019208, INN/ KPP 7706092528/770501001, OKPO 17526887, located at the address: 2 Letnikovskaya Str., bldg 4, Moscow 115114, hereinafter referred to as the "Guarantor", represented by Andrey Alekseyevich Kutasin, acting by virtue of Power of Attorney dated November «01» 2022, certified by Vladimir Alekseyevich Tyakht, acting Notary of Moscow Yelena Vyacheslavovna Shabarina, registered in the register under No. 77/674-н/77-2022-15-178, was notified that Public Joint Stock Company «Oil company «LUKOIL» (location: Moscow, address: 11 Sretensky Boulevard, Moscow, 101000, INN 7708004767, OGRN 1027700035769), hereinafter referred to as the "Principal", in accordance with Article 84.2 of Federal Law No. 208-ФЗ On Joint Stock Companies dated 26.12.1995 (hereinafter referred to as the "Law"), will send a mandatory offer (hereinafter referred to as the "Offer") for purchase of 15 411 419 899 (Fifteen billion four hundred eleven million four hundred nineteen thousand eight hundred ninety nine) of ordinary shares (state registration number of the securities issue: 1-01-50077-A) of the Company to the shareholders of Public Joint-Stock Company «EL5-Energo» (location: Yekaterinburg, Sverdlovsk Region, address: 10 Khokhryakova Str., Yekaterinburg, Sverdlovsk Region, 620014, INN 6671156423 / KPP 667101001, OGRN 1046604013257) (hereinafter referred to as the "Company") (hereinafter – "Shares").</i></p> <p><i>The beneficiary under this guarantee is any shareholder of the Company who has accepted the Offer and sent, in accordance with the procedure provided for by Law and the terms of the Offer, an application for sale of the Shares owned by him/her to the Principal, in connection with which the account on which the rights of this shareholder to the Shares are taken into account, the registrar or the depository has made a record on establishment of restrictions on the disposal of securities.</i></p> <p><i>II. The Guarantor undertakes to pay, at the first duly executed written request of the Beneficiary (hereinafter referred to as the "Claim"), the price of the Shares, determined in accordance with the terms of the Offer, in case the Principal fails to fulfill the obligation to pay the acquired Shares on time, as per the terms of the Offer.</i></p> <p><i>The amount of the Guarantee Claim from each Beneficiary may not exceed the amount obtained as a result of multiplying the price of one Share specified in the Offer by the number of Shares in respect of which the Beneficiary has submitted a statement for the</i></p>

		<p><i>sale of securities and in respect of which the provisions of Art. 84.3. of the Law limiting the disposal by the Beneficiary of securities on the account stipulating the rights of the Beneficiary to the Shares or on the account of a foreign nominee, on which the rights of the Beneficiary to the Shares are recorded, which are not paid by the Principal during the payment period for the Shares stipulated by the Offer.</i></p> <p><i>Payment to the Beneficiaries of the price of the acquired Shares shall be made by monetary means in rubles of the Russian Federation.</i></p> <p><i>The obligations of the Guarantor under this Guarantee are limited to the amount of 7,552,000,000 (Seven billion five hundred and fifty-two million) rubles 00 kopecks.</i></p> <p><i>The Written Claim of the Beneficiary shall contain:</i></p> <ol style="list-style-type: none"> <i>1. Full title/ (full name) of the Beneficiary;</i> <i>2. payment details of the Beneficiary necessary for the Guarantor to make a non-cash payment under this Guarantee;</i> <i>3. address of the location and postal address of the Beneficiary (for the Beneficiary - a legal entity)/postal address or address of registration of the Beneficiary (for the Beneficiary - an individual);</i> <i>4. details of the identity document of the Beneficiary (for the Beneficiary - an individual);</i> <i>5. main state registration number (or its equivalent in accordance with the personal law of a foreign legal entity), date of issue and number of the State Registration Certificate (for Beneficiaries - legal entities and individuals - individual entrepreneurs);</i> <i>6. details of the Offer (date of the Offer, name of the company in respect of whose securities the Offer is sent and the person submitting the Offer);</i> <i>7. the nature and the amount of the obligations of the Principal to the Beneficiary, which are not fulfilled or improperly fulfilled by the Principal on the date of sending the Claim to the Guarantor by the Beneficiary;</i> <i>8. type, category and number of the Shares in respect of which the Principal has not fulfilled or improperly fulfilled payment obligations;</i> <i>9. calculation of the amount of the Principal's debt to the Beneficiary based on the terms of the Offer.</i> <p><i>The Claim shall be executed in Russian.</i></p> <p><i>The Claim of the Beneficiary being a legal entity shall be signed by an authorized person and affixed with the Beneficiary's seal (if any). The documents confirming the authority of the person who signed the Claim shall be attached to the Claim of the Beneficiary being a legal entity.</i></p> <p><i>To identify the Beneficiary being an individual, upon presentation of the Claim of the Beneficiary being an individual, in case of sending the Claim by post, the authenticity of the signature of the Beneficiary (representative of the Beneficiary) on the Claim shall be certified by a Notary Public, in the case of appearance in person of the Beneficiary (representative of the Beneficiary) at the address of the Guarantor - The Claim is signed by the Beneficiary (representative of the Beneficiary) in the presence of the Guarantor's representative, indicating (in his own hand) the surname and initials upon presentation of an identity document in accordance with the legislation of the Russian Federation, as well</i></p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p><i>as the documents confirming the authority (if the Claim is signed on behalf of the Beneficiary by a representative). If the Claim is signed on behalf of the Beneficiary by a person acting on the basis of a power of attorney, the original or a notarized copy of the power of attorney shall be attached to the Claim.</i></p> <p><i>To receive payment under the Guarantee, the Beneficiary together with the written Claim shall provide the Guarantor with the following documents (hereinafter referred to as the "Supporting Documents"):</i></p> <ol style="list-style-type: none"> <i>1) the documents confirming submission of a statement on the sale of securities in the manner prescribed by Federal Law No. 208-Φ3 of December 26, 1995 "On Joint-Stock Companies";</i> <i>2) the documents confirming the existence of an entry on the establishment of restrictions on the disposal of securities, in respect of which a statement on their sale has been submitted, on the account stipulating the owner's rights to securities or on the account of a foreign nominee holder.</i> <p><i>III. The obligation of the Guarantor to the Beneficiary is limited to the payment of the amount for which the Guarantee is issued and is reduced by the amount of the obligations fulfilled by the Guarantor under the Guarantee.</i></p> <p><i>The liability of the Guarantor to the Beneficiary for non-performance or improper performance by the Guarantor of the obligations under the Guarantee is limited to the amount for which the Guarantee is issued.</i></p> <p><i>IV. Within 5 (Five) working days upon receipt of the written Claim and Supporting Documents, the Guarantor shall satisfy the Beneficiary's Claim or send a written refusal. A reasoned refusal is sent by the Guarantor to the relevant Beneficiary and Principal.</i></p> <p><i>The Guarantor evaluates the compliance of the submitted documents with the conditions and requirements set forth in the Guarantee by outward signs.</i></p> <p><i>The documents not specified in the Guarantee shall not be checked or evaluated by the Guarantor.</i></p> <p><i>The documents attached to the Beneficiary's Claim shall not be returned by the Guarantor, including if the Guarantor refuses to pay under the Guarantee.</i></p> <p><i>V. The Beneficiary's Claim and Supporting Documents shall be submitted to the Guarantor by registered letter with acknowledgment of receipt or by other registered post or submitted to the indicated address by the Beneficiary (representative of the Beneficiary) in person no later than December 11, 2023, inclusive, to the Guarantor's address: 115114, Moscow, Letnikovskaya street, 2, building 4.</i></p> <p><i>The Claim and Supporting Documents provided by the Beneficiary or the Beneficiary's representative in person shall be deemed received at the time of their delivery to the Guarantor, and those sent by registered letter with acknowledgment of receipt or other registered post shall be deemed received on the day specified in the notice of delivery to the Guarantor or other confirmation of the fact of delivery to the Guarantor applicable to registered post.</i></p> <p><i>VI. The obligations of the Guarantor stipulated by this Guarantee shall be deemed fulfilled from the date of debiting the funds from the correspondent account of the Guarantor in favor of the Beneficiary, taking into account the requirements of the legislation of the Russian Federation.</i></p> <p><i>The Guarantor has the right to increase the amount and/or duration of the Guarantee without the Beneficiary's consent.</i></p>
--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>VII. The Guarantee is irrevocable, effective from December 12, 2022, and valid until December 11, 2023, inclusive.</p> <p>VIII. The Guarantee shall be terminated on the grounds provided for by the current legislation of the Russian Federation.</p> <p>In case of termination of the Guarantee on the grounds provided for in Sub-paragraphs 3 and 4 of Paragraph 1 of Article 378 of the Civil Code of the Russian Federation, the return of the original Guarantee to the Guarantor is not obligatory.</p> <p>IX. This Guarantee shall be governed by and construed in accordance with the laws of the Russian Federation.</p> <p>X. Disputes arising from this Guarantee or in relation to it shall be subject to consideration in Moscow Arbitration Court, and in case of disputes with individuals the disputes shall be resolved in accordance with the current legislation of the Russian Federation.</p> <p>XI. This Guarantee is drawn up in one original copy transmitted to the Principal and, in case of loss, it shall not be restored.</p> <p>XII. The information about the Principal and this Guarantee is subject to transfer by the Guarantor to the credit history bureau in the manner and to the extent stipulated by the Federal Law as of December 30, 2004, No. 218 Φ3 "On Credit Histories".</p>
Section VIII. Other additional information to be entered in the mandatory offer		
8.1.		No other information
8.2.		No other information

 <1> type of the offer directed - a voluntary offer, a voluntary offer meeting the requirements of [clauses 2 - 5 of Article 84.2](#) of the Federal Law On Joint Stock Companies or a mandatory offer.

<2> in percent of the total number of ordinary shares placed (in circulation), with the accuracy of not less than two decimals.

<3> in percent of the total number of preferential shares placed (in circulation), with the accuracy of not less than two decimals.

<4> in percent of the total number of shares placed (in circulation) specified in [clause 1 of Article 84.1](#) of the Federal Law On Joint Stock Companies, with the accuracy of not less than two decimals.

<5> in percent of the total number of securities of the given type, category (class) or series placed (in circulation), with the accuracy of not less than two decimals.

stitched, numbered and sealed

19 (nineteen) pages

The authorized person of Public Joint Stock Company «Oil company «LUKOIL»

Based on the Power of Attorney No.Д-4791 dd. December 14, 2022

Vinorgadov V.N.

December 15, 2022

Seal: Public Joint Stock Company «Oil company «LUKOIL»

Moscow, OGRN 1027700035769