

**Draft Decisions of the Extraordinary General Meeting of Shareholders of PJSC "Magnit"
to Be Held in the Form of Absentee Voting on December 18, 2014**

First item of the agenda:

"Payment of dividends on shares of PJSC "Magnit" following the results of nine months of the financial year 2014".

Draft decision on the first agenda item:

"To pay dividends on ordinary registered shares of PJSC "Magnit" following the results of nine months of financial year 2014 in the amount of 14,379,945,254.85 rubles (Fourteen billion three hundred and seventy nine million nine hundred and forty five thousand two hundred and fifty four rubles eighty five kopecks), which amounts to 152.07 rubles (One hundred and fifty two rubles seven kopecks) per ordinary share. Payment of dividends shall be effected in monetary funds. There shall be fixed the following date as of which the persons entitled to receive dividends are determined: December 30, 2014. Payment of dividends shall be effected pursuant to the procedure and within the time limit established by the legislation of the Russian Federation".

Second item of the agenda:

"Approval of major related party transactions".

Draft decision on the second agenda item:

"2.1. To approve the guarantee agreement, being the major related party transaction, which Public Joint-Stock Company "Magnit" (hereafter referred to as the "Guarantor") plans to execute in future with Joint-Stock Commercial Bank "Bank of Moscow" (open joint-stock company) – (hereafter referred to as the "Guarantee Agreement"), as security for obligations of Joint-Stock Company "Tander" (beneficiary) (hereafter referred to as the "Borrower") to Joint-Stock Commercial Bank "Bank of Moscow" (open joint-stock company) (hereafter referred to as the "Creditor") under the Credit agreement №29-261/15/2651-10-KR dated September 30, 2010, in consideration of all addenda to it (hereafter referred to as the "Credit Agreement") with the following essentials:

1. The Credit Agreement shall reflect the intentions of the Creditor and the Borrower to execute credit transactions, and regulates the procedure for coordinated approval of terms and conditions of credit transactions;

2. The maximum amount of debt of the Borrower under one-time credits granted as part of the Credit Agreement shall not exceed 16,000,000,000 (sixteen billion) rubles;

3. The credits to be granted as part of the Credit Agreement shall be granted for a term of no more than 90 (ninety) days;

4. In the case of determination of the deadline for repayment of each credit, the total amount of debt under credits provided as part of the Credit Agreement shall be repaid in full no later than April 30, 2016;

5. Interest rate for credit use, including charges, shall not amount to more than 25% (twenty five percent) per annum;

6. Terms, procedure of disbursement and repayment of credit amounts, interests and other payments shall be determined by the relevant credit transactions executed on the basis of and as part of the Credit Agreement.

7. Maximum price (amount) of the Guarantee Agreement: the Guarantor shall be fully liable to the Creditor for non-fulfillment or improper fulfillment of obligations by the Borrower under the Credit Agreement, including principal amount of debt, interests thereupon, penalties, losses caused to the Creditor by non-fulfillment or improper fulfillment of the Credit Agreement. The Guarantor and the Borrower shall be jointly and severally liable for claims of the Creditor for repayment of the credit received (for monetary reimbursement of the credit received) under the Credit Agreement in the case of it being declared invalid, or for repayment of unjust enrichment in the case of the Credit Agreement being declared not concluded in accordance with the procedure established by law.

The price (estimated money value) of the Company's property, that may be directly or indirectly alienated by the Company under the Guarantee Agreement, may amount to 25 or more percent of the book value of the Company's assets determined on the basis of the accounting statements as of the last accounting date, but shall not exceed 50 percent of the book value of the Company's assets determined on the basis of the accounting statements as of the last accounting date.

The Chief Executive Officer of PJSC "Magnit" shall be hereby authorized to sign additional

agreements on amendment of the terms and conditions of the Guarantee Agreements related to amendment of the terms and conditions of the Credit Agreements (including but not limited to change in the interest rates, change in the credit currency, change in the credit lines term) within the values established by this approval.

2.2. To approve three related guarantee agreements, which Public Joint-Stock Company “Magnit” (hereinafter referred to as the Guarantor) plans to execute in future as security for the obligations of Joint-Stock Company “Tander” (the Beneficiary) (hereinafter referred to as the Borrower) to **Open Joint-Stock Company “ALFA BANK”** (hereinafter referred to as the Creditor) under the credit agreements on opening of the revolving credit line in Russian rubles, being together the major related party transaction, under the following terms and conditions of the corresponding credit agreements:

□ The Credit Agreement No. 013P3L on opening of the revolving credit line in Russian rubles dated 29.04.2014 (hereinafter referred to as the Credit Agreement-1):

- The guarantee agreement shall secure the Borrower's fulfillment of its obligations under the Credit Agreement-1 with the following essentials:

1. The Creditor shall provide the Borrower with monetary funds in Russian rubles (hereinafter referred to as the “Credits”) in the form of the revolving credit line (hereinafter referred to as the “Credit Line”), and the Borrower shall repay the Credits and pay the interests for the Credits use, and also make other payments under the Credit Agreement-1 in favour of the Creditor pursuant to the procedure and within the time limit established by the Credit Agreement-1;

2. Within the Credit Line the Borrower shall be entitled to receive the Credits, the maximum amount of aggregate debt on which on any day of the term of the Credit Line shall not exceed 9,500,000,000 (Nine billion five hundred million) rubles (the “Credit Limit”);

3. The term of the Credit Line is set from 29.04.2014 till 24.04.2017. After expiration of the term of the Credit Line the Credits shall not be granted to the Borrower;

4. The Credits shall be granted under the concluded additional agreements to the Credit Agreement-1. The Credit Currency shall be Russian rubles. The Borrower shall repay all the received Credits not later than the date of expiration of the term of the Credit Line (inclusive);

5. The Credits shall be granted for not more than 36 (Thirty six) months within the term of the Credit Line;

6. The Borrower shall pay to the Creditor the interests for use of each Credit at the rate established by the corresponding additional agreement, but not exceeding 25 (twenty-five) percent per annum;

7. The terms, procedure of granting and repayment of the Credit amounts (including the amount of any type of remuneration paid by the Borrower to the Creditor) shall be determined by the Credit Agreement-1;

8. The Credit Agreement-1 shall be valid until the parties fully fulfill their obligations under the Credit Agreement-1;

9. The Borrower shall incur the following liability under the Credit Agreement-1:

- in case of late repayment of the Credits the Creditor shall be entitled to charge to the Borrower a penalty of 0.10 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of late payment of the interests the Creditor shall be entitled to charge to the Borrower a penalty of 0.10 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of the Borrower's breach of the obligations for maintenance of the credit turnover under the terms and conditions of the Credit Agreement-1 the Creditor shall be entitled to demand from the Borrower to pay a penalty of 0.20 % of the amount of the outstanding obligations for maintenance of the credit turnover determined by the Creditor as the difference between the amount of the credit turnover for the corresponding accounting period and the actual amount of the credit turnover for the same accounting period;

- if the Borrower is not entitled to repay the Credit (Credits) in advance – in case of early repayment of the Credit (in full or in part) at the initiative of the Borrower the Creditor shall be entitled to demand from the Borrower to pay a penalty the amount of which is to be calculated on the basis of the interest rate applicable to the corresponding Credit as of the date of early repayment at the initiative of the Borrower accrued on the amount of the prepaid Credit for the period from the date of early repayment to the date, specified in the corresponding additional agreement, on which the Credit shall have been repaid and/or to the date on which the Borrower shall be entitled to repay the Credit in advance, including such date;

10. In case of the Guarantor's nonfulfillment of any of the secured obligations within 5 (Five) business days from the moment of receiving of the Creditor's demand to the Guarantor the Creditor shall be entitled to

charge to the Guarantor a penalty of 0.20 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate of the Bank of Russia effective on the day for which the penalty is charged;

11. The maximum price (amount) of the guarantee agreement: the Guarantor shall be fully liable to the Creditor for nonfulfillment or improper fulfillment of the obligations by the Borrower under the Credit Agreement-1, including the principal debt amount, interests thereon, penalties, losses caused to the Creditor by nonfulfillment or improper fulfillment of the Credit Agreement;

- The guarantee agreement shall also secure the Borrower's fulfillment of its obligations in case of invalidity of the Credit Agreement, established by the final court judgement, to return the funds received by the Borrower to the Creditor and also to pay the interests for use of other person's funds charged on the amount of the Borrower's unreasonable gains.

□ The Credit Agreement on opening of the revolving credit line in Russian rubles concluded or to be concluded by the Borrower after 17.11.2014 (hereinafter referred to as the Credit Agreement-2):

- The guarantee agreement shall secure the Borrower's fulfillment of its obligations under the Credit Agreement-2 with the following essentials:

1. The Creditor shall provide the Borrower with monetary funds in Russian rubles (hereinafter referred to as the "Credits") in the form of the revolving credit line (hereinafter referred to as the "Credit Line");

2. Within the Credit Line the Borrower shall be entitled to receive the Credits, the maximum amount of aggregate debt on which on any day of the term of the Credit Line shall not exceed 4,000,000,000 (Four billion) rubles (the "Credit Limit");

3. The term of the Credit Line shall not exceed 51 (Fifty one) months, the Borrower shall repay all the received Credits not later than the expiration date of the term of the corresponding Credit Line;

4. The Credits shall be granted for not more than 36 (Thirty six) months within the term of the Credit Line;

5. The interest rate: not more than 25 (twenty-five) percent per annum;

6. The terms, procedure of granting and repayment of the Credit amounts (including the amount of any type of remuneration paid by the Borrower to the Creditor) shall be determined by the Credit Agreement-2;

7. The Credit Agreement-2 shall come into force when signed and shall be valid until the parties fully fulfill their obligations under the Credit Agreement-2;

8. The Borrower shall incur the following liability under the Credit Agreement-2:

- in case of late repayment of the Credits the Creditor shall be entitled to charge to the Borrower a penalty of not more than 0.20 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of late payment of the interests the Creditor shall be entitled to charge to the Borrower a penalty of not more than 0.20 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of the Borrower's breach of the obligations for maintenance of the credit turnover under the terms and conditions of the Credit Agreement-2 the Creditor shall be entitled to demand from the Borrower to pay a penalty of not more than 0.30 % of the amount of the outstanding obligations for maintenance of the credit turnover determined by the Creditor as the difference between the amount of the credit turnover for the corresponding accounting period and the actual amount of the credit turnover for the same accounting period;

- if the Borrower is not entitled to repay the Credit (Credits) in advance – in case of early repayment of the Credit (in full or in part) at the initiative of the Borrower the Creditor shall be entitled to demand from the Borrower to pay a penalty the amount of which is to be calculated on the basis of the interest rate applicable to the corresponding Credit as of the date of early repayment at the initiative of the Borrower accrued on the amount of the prepaid Credit for the period from the date of early repayment to the date, specified in the corresponding additional agreement, on which the Credit shall have been repaid and/or to the date on which the Borrower shall be entitled to repay the Credit in advance, including such date;

9. In case of the Guarantor's nonfulfillment of any of the secured obligations within 5 (Five) business days from the moment of receiving of the Creditor's demand to the Guarantor the Creditor shall be entitled to charge to the Guarantor a penalty of not more than 0.30 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate of the Bank of Russia effective on the day for which the penalty is charged;

10. The maximum price (amount) of the guarantee agreement: the Guarantor shall be fully liable to the Creditor for nonfulfillment or improper fulfillment of the obligations by the Borrower under the Credit

Agreement, including the principal debt amount, interests thereon, penalties, losses caused to the Creditor by nonfulfillment or improper fulfillment of the Credit Agreement-2;

- The guarantee agreement shall also secure the Borrower's fulfillment of its obligations in case of invalidity of the Credit Agreement-2, established by the final court judgement, to return the funds received by the Borrower to the Creditor and also to pay the interests for use of other person's funds charged on the amount of the Borrower's unreasonable gains.

□ The Credit Agreement on opening of the revolving credit line in Russian rubles concluded or to be concluded by the Borrower after 17.11.2014 (hereinafter referred to as the Credit Agreement-3):

- The guarantee agreement shall secure the Borrower's fulfillment of its obligations under the Credit Agreement-3 with the following essentials:

1. The Creditor shall provide the Borrower with monetary funds in Russian rubles (hereinafter referred to as the "Credits") in the form of the revolving credit line (hereinafter referred to as the "Credit Line");

2. Within the Credit Line the Borrower shall be entitled to receive the Credits, the maximum amount of aggregate debt on which on any day of the term of the Credit Line shall not exceed 7,000,000,000 (Seven billion) rubles (the "Credit Limit");

3. The term of the Credit Line shall not exceed 51 (Fifty one) months, the Borrower shall repay all the received Credits not later than the expiration date of the term of the corresponding Credit Line;

4. The Credits shall be granted for not more than 36 (Thirty six) months within the term of the Credit Line;

5. The interest rate: not more than 25 (twenty-five) percent per annum;

6. The terms, procedure of granting and repayment of the Credit amounts (including the amount of any type of remuneration paid by the Borrower to the Creditor) shall be determined by the Credit Agreement-3;

7. The Credit Agreement-3 shall come into force when signed and shall be valid until the parties fully fulfill their obligations under the Credit Agreement-3;

8. The Borrower shall incur the following liability under the Credit Agreement-3:

- in case of late repayment of the Credits the Creditor shall be entitled to charge to the Borrower a penalty of not more than 0.20 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of late payment of the interests the Creditor shall be entitled to charge to the Borrower a penalty of not more than 0.20 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate effective on the day for which the penalty is charged;

- in case of the Borrower's breach of the obligations for maintenance of the credit turnover under the terms and conditions of the Credit Agreement-3 the Creditor shall be entitled to demand from the Borrower to pay a penalty of not more than 0.30 % of the amount of the outstanding obligations for maintenance of the credit turnover determined by the Creditor as the difference between the amount of the credit turnover for the corresponding accounting period and the actual amount of the credit turnover for the same accounting period;

- if the Borrower is not entitled to repay the Credit (Credits) in advance – in case of early repayment of the Credit (in full or in part) at the initiative of the Borrower the Creditor shall be entitled to demand from the Borrower to pay a penalty the amount of which is to be calculated on the basis of the interest rate applicable to the corresponding Credit as of the date of early repayment at the initiative of the Borrower accrued on the amount of the prepaid Credit for the period from the date of early repayment to the date, specified in the corresponding additional agreement, on which the Credit shall have been repaid and/or to the date on which the Borrower shall be entitled to repay the Credit in advance, including such date;

9. In case of the Guarantor's nonfulfillment of any of the secured obligations within 5 (Five) business days from the moment of receiving of the Creditor's demand to the Guarantor the Creditor shall be entitled to charge to the Guarantor a penalty of not more than 0.30 % of the amount of the outstanding obligation per each overdue day, but not lower than the double refinancing rate of the Bank of Russia effective on the day for which the penalty is charged;

10. The maximum price (amount) of the guarantee agreement: the Guarantor shall be fully liable to the Creditor for nonfulfillment or improper fulfillment of the obligations by the Borrower under the Credit Agreement-3, including the principal debt amount, interests thereon, penalties, losses caused to the Creditor by nonfulfillment or improper fulfillment of the Credit Agreement-3;

- The guarantee agreement shall also secure the Borrower's fulfillment of its obligations in case of invalidity of the Credit Agreement-3, established by the final court judgement, to return the funds received by the Borrower to the Creditor and also to pay the interests for use of other person's funds charged on the amount of the Borrower's unreasonable gains.

Board of Directors of PJSC “Magnit”