

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK INDEPENDENT ADVICE, INCLUDING AS TO ANY LEGAL, FINANCIAL OR TAX CONSEQUENCES, IMMEDIATELY FROM THEIR OWN BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL COUNSEL. THIS NOTICE DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITY AND IS BEING SENT TO NOTEHOLDERS SOLELY IN THEIR CAPACITY AS SUCH IN CONNECTION WITH THE MEETING (AS DEFINED BELOW). THIS DOES NOT AFFECT THE RIGHT OF NOTEHOLDERS TO APPOINT A PROXY TO ATTEND AND VOTE AT THE MEETING IN ACCORDANCE WITH THE PROVISIONS OF THE AGENCY AGREEMENT (AS DEFINED BELOW) AS AMENDED BY THE TERMS OF THE EXTRAORDINARY RESOLUTION SET OUT HEREIN.**

13 May 2024

**BROKER CREDIT SERVICE STRUCTURED PRODUCTS PLC  
(the "Issuer")**

**NOTICE OF MEETING**

**of the holders of its outstanding**

**Series 161 USD5,000,000 Share Linked Notes (Autocall Standard Notes with Snowball Digital Coupon) due 2024 issued by the Issuer under the EUR10,000,000,000 Euro Medium Term Programme  
(the "Programme") (the "Notes")**

**(Regulation S ISIN: XS2328978999, Common Code: 232897899)**

**Reference is made to the Consent Solicitation Memorandum dated 13 May 2024 (the "Memorandum") relating to the Notes, which can be obtained via email at [consalting@bcs.ru](mailto:consalting@bcs.ru).**

**NOTICE IS HEREBY GIVEN** that a meeting (the "**Meeting**") of the holders of Notes (the "**Noteholders**"), which is hereby being convened by the Issuer, will be held at 15.40 p.m. (Moscow time) on 4 June 2024 at the offices of Nextons AO, the legal counsel to the Issuer, at White Gardens Business Centre, 11th floor, 7 Lesnaya Street, 125196, Moscow, Russia, for the purpose of considering and, if thought fit, passing the Extraordinary Resolution to approve the Proposals as set out in more detail below and the Memorandum.

Capitalised terms used but not defined in this Notice shall have the meanings given to them in the Memorandum, the base prospectus relating to the Programme dated 6 July 2020 and the supplement thereto dated 9 October 2020 (the "**Base Prospectus**") and the amended and restated issue and paying agency agreement relating to the Programme dated 6 July 2020 (the "**Agency Agreement**") between the Issuer, Citigroup Global Markets Europe AG as registrar and Citibank, N.A., London Branch as fiscal agent, transfer agent and paying agent (the "**Fiscal Agent**"). The Notes have the benefit of the deed of guarantee issued by FG BCS Ltd (the "**Guarantor**") on 13 July 2021 (the "**Deed of Guarantee**").

**General**

THE FISCAL AGENT HAS NOT BEEN INVOLVED IN THE FORMULATION OF THE EXTRAORDINARY RESOLUTION AND THE FISCAL AGENT EXPRESSES NO OPINION ON THE MERITS OF THE EXTRAORDINARY RESOLUTION OR ON WHETHER NOTEHOLDERS WOULD BE ACTING IN THEIR BEST INTERESTS IN APPROVING THE EXTRAORDINARY RESOLUTION, AND NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS A RECOMMENDATION TO NOTEHOLDERS FROM THE FISCAL AGENT TO VOTE IN FAVOUR OF OR AGAINST THE EXTRAORDINARY RESOLUTION. NOTEHOLDERS SHOULD TAKE INDEPENDENT FINANCIAL, TAX AND LEGAL ADVICE ON THE MERITS AND ON THE CONSEQUENCES OF VOTING IN FAVOUR OF OR AGAINST THE EXTRAORDINARY RESOLUTION, INCLUDING AS TO ANY LEGAL, FINANCIAL OR TAX CONSEQUENCES, IMMEDIATELY FROM THEIR OWN BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL COUNSEL. THE FISCAL AGENT HAS NOT REVIEWED, NOR WILL IT BE REVIEWING, ANY DOCUMENTS RELATING TO THE CONSENT SOLICITATION OR THE PROPOSALS.

Noteholders may obtain a copy of the Memorandum from the Information and Tabulation Agent, the contact details for whom are set out below. A Noteholder will be required to provide appropriate representation to the Information and Tabulation Agent as to its status as a Noteholder or a person acting on behalf of or in the interests of a Noteholder and that it is a person to whom it is lawful to send the Memorandum and to make an invitation pursuant to the Proposals under applicable laws before being sent a copy of the Memorandum.

Copies of this Notice, the Memorandum and the Agency Agreement can be obtained via email at [consalting@bcs.ru](mailto:consalting@bcs.ru).

The attention of Noteholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolution at the Meeting or any meeting held following any adjournment of the Meeting, which are set out at "*Voting and Quorum*" below. Having regard to such requirements, Noteholders are strongly urged either to attend the Meeting in person or to take steps to be represented at the Meeting as soon as possible.

### **Form of the Extraordinary Resolution**

The Issuer hereby requests that the holders of the Notes presently outstanding, pursuant to the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement:

1. approve and agree to the Proposals, and agree that the Proposals shall become binding on the Noteholders, the Issuer and the Agents with effect from the Extraordinary Resolution being passed, regardless of whether or not the Amendment Documents relating to the Notes necessary to document the Proposals are executed, and waive any actual or potential breaches that might formally occur as a result thereof;
2. agree, authorise and direct the Issuer to enter into the Amendment Documents as may be necessary to document the Proposals and the Agents to give effect thereto;
3. approve and agree that, with respect to the Notes only, the Conditions shall be amended by adding new Condition 8(h) (*Payment in Fallback Currency*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

"(h) *Payment in Fallback Currency*: For so long as a Payment Disruption Event has occurred and is continuing (as determined by the Calculation Agent in its sole and absolute discretion), notwithstanding any other provision of these Conditions, the Issuer shall be entitled to discharge its obligations in respect of any payments under the Notes by making such payment in the Fallback Currency with the relevant amount payable calculated by way of conversion of the amount payable in the Specified Currency or Settlement Currency, as applicable, into the Fallback Currency at the Specified Rate, where:

"**Payment Disruption Event**" means the occurrence of any of the following:

- (i) the relevant clearing system(s) has withdrawn or announced the decision to withdraw the Specified Currency or the Settlement Currency as a settlement currency;
- (ii) the Specified Currency or the Settlement Currency otherwise ceasing to be eligible for clearance through the relevant clearing system(s); or
- (iii) it becomes otherwise impossible for the Issuer to make payments under the Notes in the Specified Currency or the Settlement Currency, as applicable,

in each case as a result of the circumstances beyond the Issuer's control and as determined by the Calculation Agent acting in good faith and a commercially reasonable manner.

"**Fallback Currency**" means any of the following currencies, as selected by the Issuer in its sole and absolute discretion:

- Chinese Yuan;
- United Arab Emirates Dirham;
- Euro;
- British Pound; or
- Swiss Franc

(collectively, the "**Approved Currencies**"),

or, if the Issuer determines that none of the Approved Currencies are freely available thereto, whether at all or in the amount sufficient to make the necessary payments, such other currency eligible for clearance through the relevant clearing systems, as selected by the Issuer acting in good faith and in a commercially reasonable manner, *provided that* for the avoidance of doubt, the relevant Approved Currency shall not be deemed freely available to the Issuer to the extent that it is required to obtain any licences, consents, approvals or permissions (including from the government authorities) for purchasing such Approved Currency or making any payments under the Notes in such Approved Currency.

"**FX Business Day**" means, for the purposes of determining the Specified Rate only, a day, other than a Saturday or Sunday, on which commercial banks and foreign exchange markets are generally open, or not authorised to close, in Moscow, Russia.

**"Rate Calculation Day"** means the sixth FX Business Day preceding each Interest Payment Date, the Maturity Date or any other date on which principal, interest or any other amount shall become due under the Notes.

**"Specified Rate"** means, with respect to any Rate Calculation Day, the MOEX FX Fixings rate of USD per one unit of the relevant Fallback Currency as of the relevant Rate Calculation Day as reported on the official website of Moscow Exchange (<https://www.moex.com/en/fixing/> or any successor page), as determined by the Calculation Agent acting in good faith and a commercially reasonable manner. In the event that, with respect to the relevant Rate Calculation Day or relevant Fallback Currency, such rates, including after the application of multiple MOEX FX Fixings rates as set out below, are unavailable, the Calculation Agent shall determine the Specified Rate by reference to, first, the relevant FX rates as of the relevant Rate Calculation Day published by the Central Bank of Russia ([https://www.cbr.ru/eng/currency\\_base/daily/](https://www.cbr.ru/eng/currency_base/daily/) or any successor page), failing which, including after the application of multiple FX rates published by the Central Bank of Russia as set out below, the relevant rate shall be the rate as of the relevant Rate Calculation Day as determined by the Calculation Agent acting in good faith and a commercially reasonable manner. Notwithstanding the above, if, for any reason, the Issuer does not have or ceases to have access to the Russian FX market, the MOEX FX Fixings rate and the FX rate published by the Central Bank of Russia shall be disregarded and the Specified Rate of the relevant Fallback Currency as of the relevant Rate Calculation Day shall be determined by the Calculation Agent acting in good faith and a commercially reasonable manner. For the avoidance of doubt, in making any determination set out herein, the Calculation Agent shall be entitled to apply, consequentially or otherwise, multiple MOEX FX Fixings rates or FX rates published by the Central Bank of Russia, as applicable, where such MOEX FX Fixings rate or FX rate published by the Central Bank of Russia, as applicable, of USD per one unit of the relevant Fallback Currency is not available.

The Issuer shall notify the Noteholders and the Agents promptly upon becoming aware of the Payment Disruption Event having occurred.";

4. approve and agree that paragraph 3 of the Final Terms of the Notes shall be deleted in its entirety and shall be replaced with the following:

"3. Specified Currency: U. S. Dollars ("USD"), subject to the provisions of Annex to the amended and restated Final Terms dated [*the relevant execution date to be inserted*] 2024";

5. approve and agree that paragraph 16 of the Final Terms of the Notes shall be deleted in its entirety and shall be replaced with the following:

"16. Settlement Currency: U. S. Dollars ("USD"), subject to the provisions of Annex to the amended and restated Final Terms dated [*the relevant execution date to be inserted*] 2024";

6. approve and agree that, with respect to the Notes only, Condition 14(b) (*Modification*) in the section

entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"(b) *Modification*: The Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. ~~In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.~~ In addition, notwithstanding any other provision of these Conditions or any provision of the Agency Agreement, the Issuer shall be entitled in its sole and absolute discretion and without the consent of the Noteholders or the Couponholders:

(i) to modify the payment mechanics under the Notes, including, but not limited to, changing the procedure, the method and/or the currency of payments under the Notes, including setting or modifying the Record Date for any such payment;

(ii) to amend any of these Conditions, and agree to any other amendments to the transaction documents relating to the Notes, including the Agency Agreement, in each case *provided that such amendments are not materially prejudicial to the interests of the Noteholders as a class.*;

7. agree, authorise and direct the Issuer and the Agents to enter into, execute, and/or deliver any documents, deeds, agreements, notices, announcements and/or any other instruments (including any supplemental Fiscal Agency Agreement) as may be necessary, desirable or expedient to enter into, execute and/or deliver in order to document the amendments to the Conditions or other transaction documents relating to the Notes made in accordance with Condition 14(b) (*Modification*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus, as amended by this Extraordinary Resolution, without the need for any further consent or approval (including, but not limited to, any consent or approval of the Noteholders or the Couponholders);

8. approve and agree that, with respect to the Notes only, the definition "Relevant Date" in Condition 2 (*Interpretation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

**"Relevant Date"** means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable (after giving effect to any payments made or arranged to be made in respect of the Excluded Notes) has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount, after giving effect to any payments made or arranged to be made in respect of the Excluded Notes, having been so received) notice to that effect has been given to the Noteholders;"

9. approve and agree that, with respect to the Notes only, Condition 2 (*Interpretation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be amended by the addition of the following defined terms:

**"Alternative Payment Option"** has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"**Beneficial Owner**" has the meaning ascribed thereto in Condition 3(d) (*Title to Registered Notes*);

"**Designated Notes**" has the meaning ascribed thereto in Condition 6(g) (*Purchase*);

"**Direct Payment Option**" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"**Excluded Notes**" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;

"**Payment Currency**" has the meaning ascribed thereto in Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus;"

10. approve and agree that, with respect to the Notes only, Condition 6(g) (*Purchase*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price and such Notes may be held, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation (provided that, if the Notes are to be cancelled, they are purchased together with all unmatured Coupons relating to them).

Notwithstanding anything contained in the Agency Agreement or these Conditions, any Notes that have been purchased or otherwise held by or on behalf of the Issuer or any of its Subsidiaries may, until properly cancelled in accordance with the rules and regulations of the relevant clearing system(s), be designated by the Issuer or any of its Subsidiaries as Notes deemed to be cancelled forthwith upon their purchase, or otherwise upon them becoming held, by the Issuer or any of its Subsidiaries (the "**Designated Notes**"). The Designated Notes shall be deemed cancelled, and no interest shall accrue on, and no principal amount or other amount shall be payable in respect of, the Designated Notes, from (and including) the date when the Issuer or any of its Subsidiaries sends notice to both the Paying Agent and the Registrar that the Designated Notes have been submitted or surrendered for cancellation (regardless of whether or not such Designated Notes are in fact cancelled in accordance with the rules and regulations of the relevant clearing system(s)) (the "**Designation Date**"). The Paying Agent and/or the clearing system(s) will bear no liability for having relied upon or acted in accordance with such notice sent by the Issuer or any of its Subsidiaries. The outstanding principal amount of the Notes shall be reduced by the principal amount of any Designated Notes from (and including) each respective Designation Date. Accordingly, the Designated Notes shall not be deemed outstanding for the purposes of these Conditions and the relevant provisions of the Agency Agreement and these Conditions shall be interpreted accordingly. For the avoidance of doubt, the Issuer shall not be liable to pay any amounts on any Designated Notes from (and including) any Designation Date. "

11. approve and agree that, with respect to the Notes only, Condition 6(h) (*Cancellation*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Cancellation*: All Notes redeemed and any unmatured Coupons attached to or surrendered with

them shall be cancelled and all Notes so cancelled and any Notes cancelled pursuant to Condition 6(g) (*Purchase*) above, including any Designated Notes, (together with all unmatured Coupons cancelled with them) may not be reissued or resold.";

12. approve and agree that, with respect to the Notes only, Condition 3(d) (*Title to Registered Notes*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be supplemented by adding the following sentence at the end of the Condition:

"In these Conditions, the "**Beneficial Owner**" means a person who is the owner of a particular principal amount of Registered Notes, as shown in the records of Euroclear or Clearstream, Luxembourg or their respective accountholders, as applicable.";

13. approve and agree that, with respect to the Notes only, the Conditions shall be supplemented by adding the following Condition 21 (*Implementation Failure*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus:

"Notwithstanding any other provisions of these Conditions, the Agency Agreement or the Deed of Covenant, failure of any person other than the Issuer (including without limitation any clearing system or Agent) to act in accordance with, or take into account the provisions contained in these Conditions, the Agency Agreement or the Deed of Covenant and any the implications of such failure shall not (i) constitute or result in a Event of Default or a breach of any of the terms of these Conditions, the Agency Agreement or the Deed of Covenant by the Issuer or (ii) lead to any liability of the Issuer, or give rise to any rights of the Noteholders or any other person vis-a-vis the Issuer, its assets or affiliates, including the rights to bring any claims (whether directly or through another person) against the Issuer or any affiliates or assets thereof.";

14. approve and agree that, with respect to the Notes only, Condition 8(a) (*Principal*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"*Principal*: Unless otherwise provided for herein, payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.";

15. approve and agree that, with respect to the Notes only, Condition 8(b) (*Interest*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined for the ease of identification:

"*Interest*: Unless otherwise provided for herein, payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Registered Note to the Specified Office of the Fiscal Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if

that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Note Certificates at the Specified Office of any Paying Agent.";

16. approve and agree that, with respect to the Notes only, the Conditions shall be amended by adding new Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

"Notwithstanding the provisions of Condition 8(a) (*Principal*) and 8(b) (*Interest*) above and any provision of the Agency Agreement and the Deed of Covenant and without prejudice to Condition 8(h) (*Payment in Fallback Currency*), the Issuer shall make any payment of principal, interest or other amounts in respect of the Notes or procure that such payment of principal, interest or other amounts is made in the following manner (including, through a combination of options set out below, *provided that* each such option can be used in relation to some or all of the Notes or some or all of the Noteholders, in each case as determined at the sole and absolute discretion of the Issuer):

- A. directly or through the relevant clearing systems or other financial intermediaries, including additional paying agents or settlement agents, to certain Noteholders or the Beneficial Owners, in each case upon having received the consent of the concerned Noteholders or Beneficial Owners (in the form agreed between the Issuer, the Noteholders and/or the Beneficial Owners, as applicable) or as otherwise required by all applicable laws, and against presentation of such documents, applications, confirmations and/or other evidence as may be requested by or on behalf of the Issuer, in each case by reference to a record date and in the currency or currencies as selected by the Issuer at its sole and absolute discretion (the "**Payment Currency**"), *provided that* (i) the selected Payment Currency and the record date (if different from the one fixed pursuant to the Conditions or the Global Registered Note) shall be announced to the Noteholders at the time and in the manner which the Issuer deems appropriate; and (ii) where the Payment Currency is different from the Specified Currency or the Fallback Currency, as applicable, the amount payable shall be calculated on the basis of the exchange rate as determined by the Issuer acting reasonably and in good faith (the "**Relevant FX Rate**") (the "**Direct Payment Option**"). The relevant payment obligations shall be discharged when the appropriate funds are debited from the Issuer's bank account (if paid directly or through an additional paying agent or settlement agent) or when credited to the account of the relevant clearing system (if paid through such clearing system); and/or
- B. through nominal accounts, escrow accounts or such other accounts opened in the name or to the benefit of some or all of the Noteholders or the Beneficial Owners, *provided that* the relevant payments shall be made in the Payment Currency, as converted at the Relevant FX Rate (if applicable), by application of the concerned Noteholders or the Beneficial Owners (in the form agreed between the Issuer, the Noteholders and/or the Beneficial Owners, as applicable) to the Issuer or an agent appointed thereby and against presentation of such documents, confirmations and/or other evidence as may be requested by or on behalf of the Issuer (the "**Alternative Payment Option**"). The relevant payment obligations shall be discharged when the funds are credited to nominal accounts, escrow accounts or other accounts; and/or



C. to the Noteholders, other than holders of the Excluded Notes (provided that the details of such Excluded Notes and the place of their safekeeping shall be communicated by the Issuer, in each case acting reasonably and in good faith, to the Fiscal Agent, Euroclear and Clearstream, Luxembourg), the payments shall be made in accordance with Conditions 8(a) (*Principal*) and 8(b) (*Interest*) above and other Conditions and provisions of the Agency Agreement and the Deed of Covenant, *provided that* the relevant payment obligations under the Notes shall be discharged when the appropriate funds are debited from the Issuer's bank account.

The application of this paragraph or any part thereof shall at all times be subject to all applicable laws and the procurement of the necessary governmental approvals and clearances from the authorities outside the Russian Federation and/or competent Russian authorities.

For the purposes of these Conditions, "**Excluded Notes**" means the Notes in respect of which payments have been made or have been arranged to be made in accordance with the Direct Payment Option or the Alternative Payment Option.";

17. approve and agree that, with respect to the Notes only, the Conditions shall be amended by adding new Condition 20 (*Consequences of Infrastructure Disruption Event and Force Majeure Event*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

**"20. Consequences of Infrastructure Disruption Event and Force Majeure Event**

20.1 If the making or processing of payments under the Notes and/or the delivery of any assets in accordance with the physical settlement option (if and when applicable) under the Notes is delayed, withheld or not capable of being made, processed or settled due to the Infrastructure Disruption Event or the Force Majeure Event (in each case the occurrence and/or cessation of which shall be determined by the Issuer in its sole and absolute discretion, acting reasonably and in good faith), such failure shall not constitute an Event of Default for the purposes of the Notes and any obligation of the Issuer to make any payments and/or deliver any other assets under the Notes which would otherwise be due shall be and remain deferred (with no additional interest, including default interest, accrued or payable on any such deferred amount or value of the asset concerned) until such time as the relevant Infrastructure Disruption Event or the Force Majeure Event, as applicable, ceases to exist (the "**Deferral Period**"), *provided always that* if, as a result of the Infrastructure Disruption Event or the Force Majeure Event, the Issuer is required to procure any licence, consent, approval or permission (including from any Government Authority) to continue performing its obligations under the Notes, the Issuer may, but shall not be obliged to, seek any such licence, consent, approval or permission. Once the Deferral Period is over, such deferral shall terminate and all obligations so deferred shall resume, and any amount of payments and/or any delivery of assets so deferred shall become due on the 15<sup>th</sup> Business Day following the end of the Deferral Period.

The Issuer shall notify the Noteholders and the Agents promptly upon having determined that the Infrastructure Disruption Event or the Force Majeure Event have occurred or have ceased to exist.

20.2 In this Condition 20 (*Consequences of Infrastructure Disruption Event and Force Majeure Event*) the following terms shall have the following meanings:

**"Infrastructure Participants"** any of the banks, clearing systems, Agents, depositaries, brokers, custodians, SWIFT providers and other intermediaries involved in processing and transferring payments and/or the delivery of any other assets under, or settlement and clearing of, the Notes.

**"Infrastructure Disruption Event"** means the occurrence of any of the following:

- (i) any Infrastructure Participant has not accepted, processed, transferred or delivered any payment and/or any other asset (if and when applicable) under the Notes duly authorised, arranged, made or transmitted by the Issuer or any other person acting on the Issuer's behalf; or
- (ii) it becomes otherwise impossible for the Issuer to perform its obligations under the Notes due to any action or failure to act by any Infrastructure Participant, or any of its affiliates or agents, including by virtue of their then applicable rules, regulations, internal policies.

**"Force Majeure Event"** means the occurrence of any event or circumstance, on or after the Trade Date, whereby the performance of the Issuer's obligations under the Notes is prevented or materially hindered or delayed due to (a) any act, law, rule, regulation, judgement, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise, including any change in or introduction of any economic, trade or financial sanctions laws, regulations, embargoes, restrictive or blocking measures (whether or not having the force of law but, if not having the force of law, the observance of which is the generally accepted financial practice of financial institutions in the country concerned) or the interpretation or application thereof by any Government Authority, or (b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond the Issuer's control, or (c) any expropriation, confiscation, requisition, sequestration, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer and/or any of its Affiliates of all or substantially all of its assets in the relevant jurisdiction, or (d) any other similar events or circumstances which have the same effect as events and circumstances described in paragraphs (a)-(c) above.

**"Government Authority"** means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, but not limited to, OFAC, the U.S. State Department, the United Nations Security Council, Council of the EU, Ministry of Finance of Cyprus, the Financial Sanctions Advisory Committee (SEOK), the Unit for the Implementation of Sanctions (MEK) and His Majesty's Treasury.";

18. approve and agree that, with respect to the Notes only, the first paragraph of Condition 4.1 in Annex 3 (*Additional Terms and Conditions for Share Linked Notes*) of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"4.1 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a), (b) or if applicable ~~(iii)~~ (c) or, in the case of Notes linked to a Basket of Shares only, (d) below:";

19. approve and agree that, with respect to the Notes only, the definition "Hedging Disruption" in Condition 7 (*Definitions*) in Annex 3 (*Additional Terms and Conditions for Share Linked Notes*) of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being strikethrough for the ease of identification:

""**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other ~~relevant price~~ risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or option contract(s) or any relevant hedge positions relating to a Share.";

20. approve and agree that, with respect to the Notes only, the Conditions shall be amended by adding new Condition 21 (*Hierarchy of Events*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as follows:

**"21. Hierarchy of Events**

If any event or circumstance, after having occurred, qualifies simultaneously as more than one of the following events:

- (a) the Payment Disruption Event;
- (b) the Force Majeure Event;
- (c) the Infrastructure Disruption Event;
- (d) the Additional Disruption Event; and/or
- (e) the Optional Additional Disruption Event.

the Issuer, upon the consultation with the Calculation Agent and acting reasonably and in good faith, may, in its sole and absolute discretion, determine which of the foregoing events shall apply to the relevant event or circumstance, and, as soon as practicable after the relevant determination having been made, the Issuer shall give notice thereof to the Noteholders in accordance with Condition 16.";

21. approve and agree that, with respect to the Notes only, Conditions 10(a) (*Non-payment*) and 10(b) (*Breach of other obligations*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in their entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"(a) *Non-payment*: the Issuer fails to pay any amount of principal, interest or other amount in respect of the Notes on the due date for payment thereof and such default remains unremedied or unwaived for 30 Business Days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer ~~or fails to pay any amount of interest in respect of the Notes within three days of the due date for payment thereof;~~ or

(b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied or unwaived for 90 days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent; or";

22. approve and agree that, with respect to the Notes only, the definition of the "Reserved Matter" in paragraph 1 (*Definitions*) of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency

Agreement shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

""**Reserved Matter**" means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes), unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(c) to change the currency in which amounts due in respect of the Notes are payable, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(f) to amend this definition;"

23. approve and agree that, with respect to the Notes only, the first paragraph of paragraph 18 (*Powers*) of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

"Unless Conditions provide otherwise, including when the relevant changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification), a Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:"

24. approve and agree that, with respect to the Notes only, the definition of the "Reserved Matter" in Condition 2(a) (*Definitions*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

""**Reserved Matter**" means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment (other than any change arising from the discontinuation of any interest rate benchmark used to determine the amount of any payment in respect of the Notes), unless such changes and modifications are made without the consent of the Noteholders or the Couponholders

in accordance with Condition 14(b) (Modification);

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(c) to change the currency in which amounts due in respect of the Notes are payable, unless such changes and modifications are made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification);

(e) to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution; or

(f) to amend this definition;"

25. approve and agree that, with respect to the Notes only, the first paragraph of Condition 14(a) (*Meeting of Noteholders*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus shall be deleted in its entirety and replaced with the following, with the amendments to the existing provision being underlined or strikethrough for the ease of identification:

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification, unless made without the consent of the Noteholders or the Couponholders in accordance with Condition 14(b) (Modification), may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; provided, however, that Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.";

26. approve and agree that, for the avoidance of doubt, for so long as the Infrastructure Disruption Event or the Force Majeure Event has occurred and is continuing, the Guarantor shall not be under obligation to make any payment under the Guarantee and that if, as a result of the occurrence of any such events, the Guarantor is required to procure any licence, consent, approval or permission (including from any government authority) to continue performing its obligations under the Guarantee, the Guarantor may, but shall not be obliged to, seek any such licence, consent, approval or permission;
27. approve and agree that, notwithstanding any provision of the Deed of Guarantee and with respect to the Notes only, the Guarantor shall have the benefit of Condition 8(i) (*New Payment Mechanics*) in the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus as if it was the sole obligor under the Notes;

28. authorise, direct, ratify, sanction, request, instruct and empower the Agents to concur in and, without the need for any further consent or approval, to take steps as may be necessary or desirable to carry out and give effect to the Proposals and to refrain from taking any steps which may conflict with, or be prejudicial to, the Proposals;
29. discharge and exonerate the Agents from all liability for which they may have become or may become responsible under the transaction documents relating to the Notes or applicable laws, or the Notes in respect of any act or omission in connection with this Extraordinary Resolution or its implementation;
30. acknowledge and agree that nothing contained herein shall impair the rights of the Agents to seek reimbursement of or indemnification against all losses, liabilities, damages, costs, charges and expenses incurred by the Agents which are available to the Agents under the terms of the Agency Agreement;
31. assent, approve and acknowledge that the Agents are hereby authorised and instructed not to obtain any legal opinions in connection with this Extraordinary Resolution, and that neither of them will be liable to any Noteholder for the failure to do so or for any consequences from following this instruction;
32. with respect to the original and adjourned Meeting relating to this Extraordinary Resolution only, waive any actual or potential breaches of the Agency Agreement that might formally occur as a result of this Extraordinary Resolution being adopted on the basis of the procedures set out in the Consent Solicitation Memorandum dated 13 May 2024 (the "**Memorandum**"), including, but not limited to, the ones specified in sub-clauses 32.1-32.3 below, and ratify any and all such breaches and/or deficiencies and instruct the Agents to waive the same and treat this Extraordinary Resolution as valid and binding on the Noteholders, notwithstanding any such breaches or deficiencies having occurred, and hereby:
  - 32.1. approve and agree that, notwithstanding the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement, the Form of Proxy (as defined in the Agency Agreement) can be signed by a Noteholder (as defined in the Memorandum) other than a Holder of Registered Notes (each as defined in the Agency Agreement) and that the delivery thereof to the Information and Tabulation Agent prior to the Voting Deadline shall constitute valid delivery thereof;
  - 32.2. approve and agree that the Voting Instructions and Forms of Proxy given in respect of the original Meeting shall remain valid for any adjourned such Meeting;
  - 32.3. waive any actual or potential procedural breaches of the Agency Agreement in connection with the votes in respect of the Notes being cast outside of the Clearing Systems and the Notes not being blocked in accordance with the provisions of the Agency Agreement and rules and regulations of the Clearing Systems;
33. irrevocably waive any claim that the Noteholders may have against the Agents arising as a result of any loss or damage which it may suffer or incur as a result of any of them acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that there is a defect in the passing of this resolution or that this resolution is not valid or binding on the Noteholders) and further confirm that the Noteholders will not seek to hold any of them liable

for any such loss or damage;

34. agree that terms used, but not defined in this Extraordinary Resolution, shall have the meanings ascribed to them in the Memorandum; and
35. agree that this Extraordinary Resolution of the Noteholders shall be binding on all Noteholders.

The Issuer hereby requires the Noteholders to acknowledge, confirm and agree that:

1. each of the Noteholders shall promptly, and in any event within three Russian business days from the relevant request from the Issuer, furnish to the Issuer, all documents relating to the acquisition and ownership of the Notes which the respective Noteholder holds and such other documents and information, including in relation to the withholding tax and KYC, as may be reasonably requested by the Issuer;
2. the terms of this Extraordinary Resolution have not been formulated by the Fiscal Agent who expresses no view on them, and nothing in this Extraordinary Resolution or otherwise should be construed as a recommendation to the Noteholders from the Fiscal Agent to either approve or reject this Extraordinary Resolution;
3. the Fiscal Agent has not been involved in the formulation of this Extraordinary Resolution and that, in accordance with normal practice, the Fiscal Agent expresses no opinion on the merits (or otherwise) of this Extraordinary Resolution;
4. the Fiscal Agent is not responsible for the accuracy, completeness, validity or correctness of the statements made and documents referred to in this Extraordinary Resolution or any omissions from this Extraordinary Resolution;
5. the Noteholders have consulted their own independent legal and/or financial advisers, as necessary, and conducted such due diligence as they consider necessary or appropriate for the purposes of considering this Extraordinary Resolution;
6. the Noteholders have formed their own view in relation to the actions arising out of this Extraordinary Resolution without any reliance on the Fiscal Agent;
7. the Fiscal Agent has not given (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success profitability, return, performance result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise), of this Extraordinary Resolution; and
8. the Noteholders are sophisticated investors familiar with transactions similar to their investment in the Notes and persons submitting Voting Instructions are acting for their own account or on account of Noteholders eligible to submit such Voting Instructions, and have made their own independent decisions in respect of the passing of this Extraordinary Resolution and have delivered this resolution with full understanding of all the terms, conditions and risks associated with or that exist or may exist now or in the future in connection with this Extraordinary Resolution and they confirm that they are capable of assuming and are willing to assume (financially or otherwise) those risks.

This Extraordinary Resolution and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

## **Voting and Quorum**

The provisions governing the convening and holding of a meeting of the Noteholders are set out in the Agency Agreement, a copy of which is available for inspection by the Noteholders as referred to above. Such provisions are expressed to be modified and supplemented by the terms of the Extraordinary Resolution set out above.

The quorum required at each original Meeting shall be at least two Voters (as defined in the Agency Agreement) representing or holding not less than three quarters of the aggregate principal amount of the outstanding Notes. If any Meeting is adjourned through want of a quorum, the quorum required at such adjourned Meeting shall be two or more Voters representing or holding not less than one quarter of the aggregate principal amount of the outstanding Notes. In each case, a single Proxy (as defined in the Agency Agreement) representing the aggregate principal amount of the outstanding Notes represented by a Global Note (as defined in the Agency Agreement) required for the quorum for the Meeting shall be deemed to be two Voters for the purpose of forming a quorum.

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then it shall be adjourned for such period and to such place as the Chairman determines; provided, however, that:

1. the Meeting shall be dissolved if the Issuer so decides; and
2. no Meeting may be adjourned more than once for want of a quorum.

The Chairman may, with the consent of (and shall if directed by) the Meeting, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

Paragraph 7 (*Notice*) of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

1. 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
2. the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

To be passed, the Extraordinary Resolution must be passed at the Meeting duly convened and held in accordance with the terms thereof and the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement by a majority of not less than three quarters of the votes cast.

Noteholders should note these quorum requirements and should be aware that, if the Noteholders either present or appropriately represented at the Meeting are insufficient to form a quorum for the Extraordinary Resolution, the Extraordinary Resolution (and consequently, the Proposals) cannot be formally considered thereat.

Pursuant to the provisions of Schedule 2 (*Provisions for Meetings of Noteholders*) of the Agency Agreement, each question submitted to the Meeting shall be decided in the first instance by a show of hands, unless a poll is validly demanded before or at the time that the result is declared.

A demand for a poll shall be valid if it is made by the Chairman, the Issuer or one or more Voters



representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the Meeting for any other business as the Chairman directs.

**The Issuer hereby demands that each question submitted to the Meeting shall be decided by a poll.**

At any Meeting every person who is so present shall have, on a poll, one vote in respect of USD 1 in aggregate face amount of outstanding Note(s) represented or held by him. A Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way. In the case of a voting tie the Chairman shall have a casting vote.

If the Extraordinary Resolution is duly passed, it shall be binding upon all Noteholders whether or not present at such Meeting and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on any Extraordinary Resolution shall be given to the Noteholders and the Paying Agents within 14 days of the conclusion of the Meeting.

A Noteholder who has submitted a Voting Instruction in accordance with the procedures set out in the Memorandum need take no further action in relation to voting at the Meeting in respect of the Extraordinary Resolution.

This notice and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and shall be construed in accordance with, English law.

This Notice is given by the Issuer. Noteholders should contact the following for further information:

*The Information and Tabulation Agent:*

**Limited liability company "Financial Consulting"**

Address: office 313, Sovetskaya st., bldg. 37, Novosibirsk, Novosibirsk oblast, 630099, Russian Federation

Email: [consalting@bcs.ru](mailto:consalting@bcs.ru)