

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS. IF HOLDERS 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 ADVISER.**

**THIS NOTICE DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, ANY SECURITY AND IS BEING SENT TO HOLDERS SOLELY IN THEIR CAPACITY AS SUCH IN CONNECTION WITH THE MEETING (AS DEFINED BELOW). THIS DOES NOT AFFECT THE RIGHT OF HOLDERS TO APPOINT A PROXY TO ATTEND AND VOTE AT THE MEETING IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST DEED (AS DEFINED BELOW).**

**21 November 2022**

**MTS PJSC  
(THE "COMPANY")**

**NOTICE OF MEETING  
of the holders of the outstanding**

**U.S.\$500,000,000 5 per cent. Loan Participation Notes due 2023 (the "Notes") issued by, but with limited recourse to, MTS International Funding Limited (the "Issuer") for the sole purpose of financing a loan to the Company (the "Loan") (Regulation S ISIN: XS0921331509, Regulation S Common Code: 092133150, Rule 144A ISIN: US55377WAB46, CUSIP Rule 144A: 55377WAB4, CUSIP Regulation S: G6356YAC9, Rule 144A Common Code: 078394960)**

**NOTICE IS HEREBY GIVEN** that a meeting (the "**Meeting**") of the holders of Notes (the "**Holders**"), which is hereby being convened by the Company, will be held via video conference (with dial-in details to be provided by or on behalf of Limited liability company "Legal Capital Investor Services" (the "**Information and Tabulation Agent**") following its satisfaction of the identity of the Holders as to their status as Holders) on 13 December 2022 for the purpose of considering and, if thought fit, passing the Extraordinary Resolution (as defined in the Trust Deed) to approve the Proposals (as defined below).

The Meeting will commence at 1:00 p.m. (London time) on 13 December 2022. Capitalised terms used but not defined in this Notice have the meanings given to them in the Conditions set out in the trust deed dated 30 May 2013 between the Issuer and Deutsche Trustee Company Limited (the "**Trustee**") as trustee for the Holders of the Notes (the "**Trust Deed**").

**Background**

The Company has convened the Meeting for the purpose of enabling Holders to consider and resolve, if they think fit, to pass the Extraordinary Resolution relating to the Proposals (as defined below).

Holders are further given notice that the Company has invited Holders to approve the Proposals, including the modification and waiver of certain terms of the Loan Agreement, the Trust Deed, the Agency Agreement, the Conditions and the Notes (together, the "**Proposals**"), the details of which are set out in a consent solicitation memorandum prepared by the Company and dated the date hereof (the "**Memorandum**"), which can be obtained via email at [mts@lcpis.ru](mailto:mts@lcpis.ru).

**General**

NONE OF THE ISSUER, THE TRUSTEE, THE NEW TRUSTEE AND THE INFORMATION AND TABULATION AGENT HAS BEEN INVOLVED IN THE FORMULATION OF THE EXTRAORDINARY RESOLUTION AND NEITHER OF THEM EXPRESSES ANY OPINION ON THE MERITS OF THE EXTRAORDINARY RESOLUTION OR ON WHETHER HOLDERS WOULD BE ACTING IN THEIR BEST INTERESTS IN APPROVING THE EXTRAORDINARY RESOLUTION, AND NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS A RECOMMENDATION TO HOLDERS FROM EITHER THE ISSUER OR THE TRUSTEE TO VOTE IN FAVOUR OF,

OR AGAINST, THE EXTRAORDINARY RESOLUTION. HOLDERS 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 ADVISER. THE TRUSTEE AND THE ISSUER HAVE NOT REVIEWED, NOR WILL BE REVIEWING, ANY DOCUMENTS RELATING TO THE PROPOSALS.

Holders may obtain a copy of the Memorandum from the Information and Tabulation Agent, the contact details for whom are set out below. A person requesting a copy of the Memorandum shall make a representation to the Information and Tabulation Agent that it is a Noteholder or is acting in the interests of a Noteholder.

Copies of this Notice, the Memorandum and the Trust Deed can be obtained via email at [mts@lcpis.ru](mailto:mts@lcpis.ru).

The attention of Holders 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, Holders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting as soon as possible.

### **Voting and Quorum**

The provisions governing the convening and holding of a meeting of the Holders are set out in the Trust Deed, a copy of which is available for inspection by the Holders as referred to above.

The quorum required for the Extraordinary Resolution to be considered at the Meeting shall be one or more persons holding Notes or being proxies or representatives and holding or representing not less than two-thirds of the principal amount of the Notes for the time being outstanding.

If within half an hour from the time appointed for any such Meeting a quorum is not present, the Meeting shall be adjourned for such period, not being less than 14 days nor more than 42 days, as may be appointed by the chairman either at or after the Meeting, provided, however, only business which could have been transacted at the original Meeting may be transacted at a Meeting adjourned. Notice of any adjourned Meeting shall be given in the same manner as notice of the original Meeting, save that ten days' notice, shall be sufficient and such notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

At any adjourned Meeting, the quorum shall be one or more persons present in person holding Notes and/or being proxies or representatives and holding or representing in the aggregate not less than one-half in principal amount of the Notes for the time being outstanding.

To be passed in relation to the Notes, the Extraordinary Resolution must be passed at the Meeting duly convened and held in accordance with the provisions of Schedule 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed by the affirmative vote of holders of Notes present in person or represented by proxy or representative owning in the aggregate not less than two-thirds in principal amount of the Notes owned by the Noteholders who are so present or represented at the Meeting or such adjourned Meeting.

Holders should note these quorum requirements and should be aware that, if the Holders 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 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed, each question submitted to the Meeting shall be decided in the first instance by a show of hands.

If a poll is demanded, it shall be taken in such manner and either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken.

On a show of hands every person who is present in person and is a Noteholder or is a proxy or representative shall have one vote. On a poll every person who is so present shall have one vote in respect of each U.S.\$1,000

so held or owned or in respect of which he is a proxy or representative. Without prejudice to the obligations of proxies, any persons entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.

If duly passed at a Meeting duly convened and held in accordance with the Trust Deed, the Extraordinary Resolution shall be binding on all the Noteholders, whether or not present at the meeting and each of them shall be bound to give effect to it accordingly. The passing of such resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of the Extraordinary Resolution to Noteholders within 14 days in accordance with Condition 14 (*Notices*) but failure to do so shall not invalidate 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 Company. Holders should contact the Information and Tabulation Agent for further information:

**Limited liability company "Legal Capital Investor Services"**

Address: Krivokolenny lane, 10 bldg. 6, 101000, Moscow, Russia

Email: [mts@lcpis.ru](mailto:mts@lcpis.ru)

Phone: + 7 495 122 05 17

Website: [www.lcpis.ru](http://www.lcpis.ru)

## Addendum

### **Form of Extraordinary Resolution**

#### Extraordinary Resolution

In accordance with paragraph 7 (*Extraordinary Resolution*) of Schedule 4 (*Provisions for Meetings of Noteholders*) of the Trust Deed and Condition 10 (A) (*Meetings of Noteholders*), the Extraordinary Resolution (as defined in the trust deed dated 30 May 2013 between MTS International Funding Limited (the "**Issuer**") and Deutsche Trustee Company Limited (the "**Trustee**") (the "**Trust Deed**") shall be passed at a meeting duly convened and held in accordance with the Trust Deed by the affirmative vote of holders of Notes present in person or represented by proxy or representative owning in the aggregate not less than two-thirds in principal amount of the Notes owned by the Noteholders who are so present or represented at the Meeting or such adjourned Meeting. MTS PJSC (the "**Company**") hereby requests that the holders of U.S.\$500,000,000 5 per cent. Loan Participation Notes due 2023 (the "**Notes**") issued by, but with limited recourse to, the Issuer for the sole purpose of financing a corresponding loan to the Company (the "**Noteholders**") by Extraordinary Resolution resolve:

1. to approve and consent to the Proposals as set out in "*Summary of the Proposals*" in the Consent Solicitation Memorandum dated 21 November 2022 (the "**Memorandum**") and agree that the Proposals (including, but not limited to, the Amended Payment Mechanics) shall become binding on the Noteholders, the Issuer, the Company, the Principal Paying Agent, each Registrar and the Trustee regardless of whether or not the Amendment Documents documenting the Proposals are executed, and waive any actual or potential breaches that might formally occur as a result of the Issuer, the Company, the Principal Paying Agent, either Registrar and/or the Trustee acting in accordance with the Proposals to the extent such Proposals are not formalised by way of executing any documents, deeds, agreements, notices, announcements and/or any other instruments as may be necessary, desirable or expedient, to enter into or deliver to document the Proposals (the "**Amendment Documents**");
2. to acknowledge and agree that (i) the provisions of the Amended Payment Mechanics override any provisions of the Trust Deed, the Agency Agreement and any other agreement and document entered into between the Issuer, the Company, the Trustee and/or the Principal Paying Agent in relation to the Notes (the "**Transaction Documents**") regarding the appropriation and distribution of such amounts; (ii) the provisions of the Amended Payment Mechanics shall continue in full force and effect regardless of whether or not the Amendment Documents implementing the provisions of the Amended Payment Mechanics are executed; (iii) the provisions of the Amended Payment Mechanics, or any payments made in accordance therewith or actions taken in reliance thereon, shall in no event constitute and/or be treated as a Relevant Event, Default or Event of Default; and (vi) the making of any payments in accordance with the Amended Payment Mechanics is subject to all applicable laws and the procurement of the necessary approvals, authorisations, consent and licences from the Competent Russian Authorities and Competent Foreign Authorities as may be required on the relevant payment date;
3. to agree, authorise and direct the Trustee, the New Trustee, the Principal Paying Agent, each Registrar, the nominee of and the common depositary for Euroclear and Clearstream, Luxembourg and the nominee of and custodian for DTC, as well as the Clearing Systems to take into account any information submitted to the Trustee, the New Trustee and the Principal Paying Agent (as the case may be) by the Issuer or the Company (or any person authorised by or on behalf of the Issuer or the Company) in relation to payments of interest or principal by Issuer or the Company under the Amended Payment Mechanics;
4. without limitation to the generality of paragraph **Error! Reference source not found.** of this Extraordinary Resolution, to agree, authorise and direct the Trustee, the New Trustee, the Principal Paying Agent, each Registrar, the nominee of and the common depositary for Euroclear and Clearstream, Luxembourg and the nominee of and custodian for DTC, as well as the Clearing Systems to agree and comply with, an instruction from the Issuer and/or the Company to the Principal Paying Agent to distribute any funds received by the Principal Paying Agent among certain Noteholders only, in view of the distribution of funds made or to be made by the Issuer or the Company under the Amended Payment Mechanics, accompanied by a certificate signed by an authorised signatory of the Issuer or the Company (as the case may be) with a list of the Noteholders or their respective accounts with Euroclear or Clearstream, Luxembourg indicating to which Noteholders the payment was made by the Issuer or the Company under the Direct Payment Option and the respective amounts paid;

5. to agree that a payment being made in accordance with the Direct Payment Option shall constitute a good discharge of the equivalent payment obligation of the Company under the Loan, which shall then be deemed automatically extinguished for all purposes;
6. to approve and agree that the Company shall be vested with the power of appointing new trustee (and any such appointment by the Company shall be the valid appointment of a trustee with respect to the Notes notwithstanding any provision of a Transaction Document to the contrary), to waive the requirement of clause 26.1 of the Trust Deed that a trustee with respect to the Notes should be a trust corporation to allow the legal and valid appointment of Limited liability company "Legal Capital Investor Services" as new trustee under the Notes (the "**New Trustee**"), and to approve and agree to the removal of Deutsche Trustee Limited Company as trustee with respect to the Notes and the appointment of the New Trustee as trustee with respect to the Notes, in each case with effect on and from the date of a deed dated on or after the date when this Extraordinary Resolution is passed pursuant to which the Company appoints the New Trustee as trustee with respect to the Notes (the "**Deed of Appointment**");
7. to authorise the Company, the New Trustee and the other respective persons to enter into the Amendment Documents and the Deed of Appointment in such form and substance as may be agreed between them, and to authorise, direct, ratify, sanction, request, instruct and empower the Trustee and the New Trustee to concur in and, without the need for any further consent or approval, to take steps as may be necessary or desirable in the Trustee's or the New Trustee's sole discretion to carry out and give effect to the Proposals approved by this Extraordinary Resolution (including, without limitation, the removal and appointment referred to in paragraph 6 of this Extraordinary Resolution) and to refrain from taking any steps which may conflict with, or be prejudicial to, the Proposals;
8. to discharge, indemnify and exonerate the Company, the Issuer, the Trustee, the New Trustee, the Principal Paying Agent (as the case may be) from all liability for which it may have become or may become responsible under the Transaction Documents, or the Notes in respect of any act or omission in connection with this Extraordinary Resolution or its implementation;
9. to acknowledge and agree that nothing contained herein shall impair the rights of the Trustee and the New Trustee to seek reimbursement of or indemnification against all losses, liabilities, damages, costs, charges and expenses incurred by the Trustee or the New Trustee and which are available to the Trustee or will, following its appointment, be available to the New Trustee, in each case under the terms of the Trust Deed;
10. to assent, approve and acknowledge that the Trustee, the Principal Paying Agent, each Registrar and the New Trustee 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;
11. to irrevocably waive any claim that the Noteholders may have against the Company, the Issuer, the Trustee, the New Trustee or the Principal Paying Agent (as the case may be) arising as a result of any loss or damage which it may suffer or incur as a result of the Company, the Issuer, the Trustee, the New Trustee, the Principal Paying Agent (as the case may be) 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 confirm that the Noteholders will not seek to hold the Company, the Issuer, the Trustee, the New Trustee, the Principal Paying Agent (as the case may be) liable for any such loss or damage;
12. to the extent payments are duly made in accordance with the Direct Payment Option, to irrevocably and unconditionally waive and renounce any and all rights to receive or claim the respective amounts in accordance with the original Conditions and undertake to provide such written confirmations or other evidence to the same effect, including that the respective payment obligations under the Notes have been properly discharged in full, as may be requested by the Company, the Issuer, the Principal Paying Agent, either Registrar, the Clearing Systems, the nominee of and the common depository for Euroclear and Clearstream, Luxembourg and the nominee of and custodian for DTC;
13. to waive any actual or potential breaches of the Loan Agreement, the Trust Deed, the Subscription Agreement, the Agency Agreement, the Conditions, the terms of the Notes and any other Transaction Documents and any deficiencies that might formally occur as a result of this Extraordinary Resolution being adopted on the basis of the procedures set out in the Memorandum (including the requirement that

every meeting of the Noteholders shall be held at such time and place as the Trustee may appoint or approve and the procedures for convening the meeting of the Noteholders, holding thereof and voting thereat) and ratify any and all such breaches and/or deficiencies and instruct the New Trustee to waive the same and treat this Extraordinary Resolution as a valid one despite any such breaches or deficiencies having occurred;

14. to agree that this Extraordinary Resolution shall amend and restate the respective terms of the Loan Agreement, the Trust Deed, the Agency Agreement, the Conditions, the terms of the Notes and the other Transaction Documents and all Noteholders shall be bound to give effect thereto regardless of whether or not the Amendment Documents documenting the Proposals are executed; and
15. to resolve that terms used but not defined in this Extraordinary Resolution shall have the meanings ascribed to them in the Memorandum.

A copy of the Trust Deed (including the Conditions) referred to herein will be available for inspection upon request from the Information and Tabulation Agent.

The Company hereby requests the Noteholders to acknowledge, confirm and agree that:

1. each of the Noteholders shall promptly, and in any event within ten (10) Russian business days from the relevant request from a relevant Payor, furnish to such Payor 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 such Payor;
2. the terms of this Extraordinary Resolution have not been formulated by the Trustee, the New Trustee, the Information and Tabulation Agent or the Issuer 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 Trustee, the New Trustee, the Information and Tabulation Agent or the Issuer to either approve or reject this Extraordinary Resolution;
3. none of the Trustee, the New Trustee, the Information and Tabulation Agent and the Issuer is 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;
4. the Noteholders have consulted their own independent legal and/or financial advisers and conducted such due diligence as they consider necessary or appropriate for the purposes of considering this Extraordinary Resolution;
5. the Noteholders have formed their own view in relation to the actions arising out of this Extraordinary Resolution without any reliance on the Trustee, the Information and Tabulation Agent, the New Trustee, the Issuer, the Company or their advisers;
6. the Trustee, the New Trustee, the Information and Tabulation Agent or the Issuer have 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
7. 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 the 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.

Terms not otherwise defined in this Extraordinary Resolution shall have the meaning ascribed thereto in the Consent Solicitation Memorandum dated 21 November 2022.

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.