

DRAFT RESOLUTIONS
on agenda items of the Annual General Meeting
of LENENERGO PJSC dated June 07, 2016.

ITEM NO. 1: Approval of the annual report, annual financial statements, and distribution of profit (including payment of dividends) and losses of the Company for FY2015.

RESOLUTION:

1. Approve the Company's annual report for 2015 and annual financial statements for 2015.

2. Approve the following distribution of the Company's profit for FY2015:

Item:	(thousand rubles)
Undistributed profits (losses) for the reporting period:	(5,916,496)
Distributed to: Reserve fund	0
Development profit	0
Dividends	0
Recovery of losses for prior years	0

3. Not pay dividends on the Company's ordinary shares for 2015.

4. Not pay dividends on the Company's preference shares for 2015.

ITEM NO. 2: Elections to the Company's Board of Directors.

RESOLUTION:

Elect the following persons to the Company's Board of Directors:

No.	Name	Position, place of work (when nominated)
1.	Andrey Bondarchuk	Chairman, Energy and Building Services Committee of Saint Petersburg
2.	Dmitry Koptin	Chairman, Tariff Committee of Saint Petersburg
3.	Yevgeniya Rozova	Deputy Chairman, Energy and Building Services Committee of Saint Petersburg
4.	Svetlana Melnikova	Deputy Chairman, Energy and Building Services Committee of Saint Petersburg

5.	Yuliya Ludinova	Chairman, Property Relations Committee of Saint Petersburg
6.	Marina Yankina	Deputy Chairman, Property Relations Committee of Saint Petersburg
7.	Roman Berdnikov	First Deputy CEO at ROSSETI PJSC, Acting CEO at LENENERGO PJSC
8.	Denis Guryanov	Director of the Department for Corporate Governance and Shareholder and Investor Relations at ROSSETI PJSC
9.	Olga Deniskina	Head of the Legal Protection Coordination Office, Legal Protection Department at ROSSETI PJSC
10.	Svetlana Zholnerchik	Senior Advisor at ROSSETI PJSC
11.	Yury Zafesov	Director of the Procurement Department at ROSSETI PJSC
12.	Marina Lelekova	Director of the Audit Department at ROSSETI PJSC
13.	Irina Masaleva	Director of the Network Prospective Development and Grid Connection Department at ROSSETI PJSC
14.	Yuri Pankstyanov	Director of the Tariff Policy Department at ROSSETI PJSC
15.	Yegor Prokhorov	Deputy CEO for Finance at ROSSETI PJSC
16.	Sergey Sergeev	Deputy CEO for Capital Construction at ROSSETI PJSC
17.	Pavel Snikkars	Director of the Power Industry Development Department at the Russian Ministry of Energy
18.	Vladimir Sofyin	Head of the Technological Development and Innovation Department at ROSSETI PJSC
19.	Roman Shulginov	Director of the Department for the Development of Corporate and Technological Automated Management Systems at ROSSETI PJSC

ITEM NO. 3: Elections to the Company's Review Commission.

RESOLUTION:

Elect the following persons as Members of the Company's Review Commission:

No.	Name	Position, place of work (when nominated)
1	Igor Denisov	Deputy Head of the Tariff Regulation Office – Head of the Office for Regulation of Heat, Water and Gas Supply and Utility Tariff at the Tariff Committee of Saint Petersburg
2	Valery Uskov	Head of the Power Engineering Industry Development Office at the Energy and Building Services Committee of Saint Petersburg
3	Svetlana Kim	Head of the Audit Office of the Audit Department at PJSC ROSSETI
4	Yelena Kabizskina	Deputy Head of the Audit Office of the Audit Department at PJSC ROSSETI
5	Artem Kirillov	Deputy Head of the Audit Office of the Audit Department at PJSC ROSSETI
6	Oksana Medvedeva	Chief Expert of the Audit Office of the Audit Department at PJSC ROSSETI
7	Sergey Malyshev	Leading Expert of the Audit Office of the Audit Department at PJSC ROSSETI

ITEM NO. 4: Approval of the Company’s Auditor.

RESOLUTION:

Approve RSM RUS LLC as the Company’s Auditor.

Item No. 5: Introducing amendments to the Company’s Articles of Association.

RESOLUTION:

Introduce amendments to the Company’s Articles of Association.

ITEM NO. 6: Approval of the new version of the Regulations on the Board of Directors of LENENERGO Public Joint Stock Company.

RESOLUTION:

Approve the new version of the Regulations on the Board of Directors of LENENERGO Public Joint Stock Company.

ITEM NO. 7: Approval of the Company's Directors & Officers Liability Insurance Agreement as an Interested-Party Transaction.

RESOLUTION:

1. Set the price of the directors & officers liability insurance agreement to be signed between the Company and the winner of a procurement procedure for the selection of an insurance company, being an interested-party transaction at an amount equal to the insurance premium not exceeding two million nine hundred fifty thousand (2,950,000) rubles.

2. Approve the directors & officers liability insurance agreement to be signed between the Company and the winner of a procurement procedure for the selection of an insurance company (hereinafter referred to as the "Agreement"), being an interested-party transaction, on the following material terms:

2.1. Parties to the Agreement:

Company as the "Policyholder";

The winner of a procurement procedure for the selection of an insurance company as the "Insurer".

2.2. The Insured:

2.2.1. the Company;

2.2.2. The Insured Persons: any individual or legal entity that, among other things, is or becomes:

- a Member of the Board of Directors, Supervisory Board, or any other similar body of the Policyholder, regardless of his, her or its title in any jurisdiction;

- a Member of the Board of Directors at the Policyholder's subsidiaries: Lenenergo OJSC Energy Service Company, Kurortenergo CJSC, TSEK CJSC, SPb ES JSC, PES OJSC, or LESR CJSC elected to the Board of Directors of such subsidiaries of the Policyholder by votes held by the Policyholder;

- the sole executive body of the Policyholder and/or its subsidiary (hereinafter referred to as the "Company") (CEO), deputy sole executive body (First Deputy CEO, Deputy CEO) of the Policyholder, Member of the Management Board of the Policyholder, Chief Accountant of the Policyholder, Chief Financial Officer of the Policyholder, or Chief Economic Officer of the Policyholder.

2.3. Beneficiaries: any third parties who may suffer losses, as well as the Insured.

2.4. Subject matter of the Agreement: The Insurer undertakes to pay out insurance indemnity in accordance with the Agreement upon occurrence of any of the insured events specified in the Agreement (as the case may be) to the corresponding Insured and/or to any other person who is entitled to such indemnity.

2.5. Insurance coverage:

Insurance Coverage A – the Insurer undertakes to cover any losses related to any claim that was first made against any Insured Person during the Insured Period or the Discovery Period, except for cases where the Company has indemnified for such losses (to the extent of such indemnification);

Insurance Coverage B – the Insurer undertakes to pay the Company for any losses related to any claim that was first made against any Insured Person during the Insured Period or the Discovery Period;

Insurance Coverage C – the Insurer undertakes to cover any losses related to any claim with regard to securities that was first made against the Policyholder during the Insured Period or the Discovery Period.

2.6. Insured Item:

To the extent related to the liability insurance of the Insured – property interests of such Insured related to such Insured becoming liable to indemnify for losses incurred by other persons.

To the extent related to the insurance of any expenses of the Insured – property interests of such Insured related to the liability to bear and/or the need to be liable for bearing any expenses.

To the extent related to the insurance of the Company's expenses within the limits of Insurance Coverage B – property interests of the Company related to the indemnification for any expenses to such Company.

2.7. Insured Event:

To the extent related to the liability insurance of the Insured – the occurrence of all and any of the following circumstances:

(a) the Insured becomes liable under applicable laws to indemnify for any losses incurred by other persons in connection with any wrongful act committed by the Insured; and

(b) any claim is made against the Insured in connection with losses incurred by other persons as specified in item (a) above.

To the extent related to the insurance of any expenses of the Insured – any claims against the Insured that necessarily leads to any expenses of the Insured, even if such expenses have not yet been actually incurred.

To the extent related to the insurance of any expenses of Company under Insurance Coverage B – any expenses/costs borne by the Company in connection with indemnification by such Company for any damages incurred by any Insured Person and/or any other person acting on behalf of the Insured Person and/or in the interests of any Insured Person in connection with any claim against any Insured Person, and/or any liability of any Insured Person for any losses incurred by other persons, even if such losses have not yet been actually incurred.

2.8 Exceptions from the insurance coverage:

The Agreement does not cover claims related to:

- receipt by the respective Insured of any personal income or financial benefit / advantage to which the Insured had no legal right;
- any intentional criminal offense or fraudulent act; committed by the relevant Insured;
- bodily injury and property damage;
- previous claims and circumstances;
- environmental pollution;
- pension and social programs;
- claims of the Company against the Insured Person of such Company made or reviewed in the jurisdiction of the United States of America, or under the laws of the United States of America, its states, regions, territories or domains.

2.9. Total aggregate limit of liability: for all Insured for all claims – at least one billion (1,000,000,000) rubles.

2.10. Additional limit of liability: for each independent director – not less than thirty million (30,000,000) rubles, provided that the aggregate limit of liability for all independent directors will not exceed one hundred and fifty million (150,000,000) rubles.

2.11. Deductibles:

- not more than one million five hundred thousand (1,500,000) rubles - with respect to claims made in the USA or Canada (Coverage B);
- not more than one million five hundred thousand (1,500,000) rubles - with respect to other claims made in other world countries (Coverage B).
- not more than three million (3,000,000) rubles – with regard to claims related to securities made in the USA or Canada (Coverage C);
- not more than two million four hundred thousand (2,400,000) – with regard to claims related to securities made in other world countries (Coverage C).

2.12. Insured Period (validity term of the Agreement): one (1) year.

2.13. Continuity date: January 22, 1993 (date of the Company's establishment).

2.14. Discovery Period:

- at least 60 days after the expiry of the insured period automatically, without payment of any additional insurance premium;
- 1 year subject to payment of an additional insurance premium not exceeding 75 percent of the insurance premium under the Agreement.
- 2 years subject to payment of an additional insurance premium not exceeding 175 percent of the insurance premium under the Agreement.

- 3 years subject to payment of an additional insurance premium not exceeding 250 percent of the insurance premium under the Agreement.

2.15. The price of the Agreement (the total amount of the insurance premium): not more than two million nine hundred and fifty thousand (2,950 000) rubles.

2.16. The Agreement shall become effective from its signing and shall be valid until the expiry of the insured period, and if a discovery period is provided for, until the expiry of the applicable discovery period.