

**THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** This document contains a proposal which may result in the cancellation of the listing of Lenta GDRs on the Official List and of trading of Lenta GDRs on the London Stock Exchange. If you are in any doubt about the Offer or the action you should take, you are recommended to seek your own personal financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all your Lenta Securities, please send this document and any related documentation as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, these documents should not be forwarded, distributed or transmitted in, into or from any jurisdiction where to do so would violate the laws of that jurisdiction. If you have sold or otherwise transferred only part of your holding of Lenta Securities, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document and/or any related documents (in whole or in part) in jurisdictions other than the United Kingdom, Russia or the United States may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom, Russia or the United States should inform themselves about, and observe, any applicable legal or regulatory requirements. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Offer is not being made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction (a “Restricted Jurisdiction”) and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any such jurisdiction.

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## **All Cash Offer**

by

**Severgroup LLC**

for

**Lenta Ltd.**

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**This document should be read as a whole and, in the case of Lenta Shareholders, in conjunction with the Form of Acceptance.**

**The procedure for acceptance of the Offer in respect of Lenta Shares is set out on pages 6 to 7 of this document and in the Form of Acceptance. To accept the Offer in respect of Lenta Shares, you must complete and return the Form of Acceptance as soon as possible and, in any event, so as to be received by the Tender Agent, at mail drop 0609 Citigroup Centre 6th Floor, 33 Canada Square, London E14 5LB, for the attention of Christopher Hagger, by no later than 1.00 p.m. (London time) on 21 May 2019.**

**If you are a Lenta GDR Holder, the procedure for participating in the Offer is set out on pages 7 to 10 of this document. If you hold your Lenta GDRs through DTC, to participate in the Offer in respect of your Lenta GDRs you must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(i) of Part I of this document as soon as possible. If you hold your Lenta GDRs through Euroclear or Clearstream, to participate in the Offer in respect of your Lenta GDRs you must instruct, or cause to be instructed, Euroclear or Clearstream (as applicable) to complete the relevant actions set out in paragraph 13(f)(ii) of Part I of this document as soon as possible. If, in any case, you are a Russian Lenta GDR Holder, you must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(iii) of Part I of this document as soon as possible. Please note that each clearing system or Russian Depository, their respective direct and indirect participants, brokers and other security intermediaries will establish their own cut-off times and dates for receipt of an instruction. Please contact your broker or other security intermediary in good time to enquire about the cut-off time and date that applies to you in order to participate in the Offer in respect of your Lenta GDRs.**

Citigroup Global Markets Limited (“Citi”), which is authorised by the PRA and regulated by the PRA and the FCA in the UK, is acting exclusively as financial adviser to Severgroup and no one else in connection with the Offer and the subject matter of this document, and shall not be responsible to anyone other than Severgroup for providing the protections afforded to clients of Citi, or for providing advice in connection with the Offer and the subject matter of this document. Neither Citi nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Citi in connection with this document, any statement contained herein or otherwise.

J.P. Morgan Securities plc (“J.P. Morgan”), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively as financial adviser to Lenta and no one else in connection with the Offer and will not regard any other person as its client in relation to the Offer and will not be responsible to anyone other than Lenta for providing the protections afforded to clients of J.P. Morgan or its affiliates, or for providing advice in relation to the Offer or any other matter referred to in this document.

A copy of this document will be made available on request from the Tender Agent, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, and is available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Lenta’s website at [www.lentainvestor.com/en/investors](http://www.lentainvestor.com/en/investors). For the avoidance of doubt, the contents of that website are not incorporated into and do not form part of this document.

## **IMPORTANT NOTICES**

### **The City Code on Takeovers and Mergers**

Lenta is incorporated under the laws of the British Virgin Islands and, as such, is not subject to the jurisdiction of the City Code or any equivalent takeover regulations. Lenta has incorporated certain takeover-related provisions into its articles of association but these do not provide Lenta Securityholders with the protections offered by the City Code, and enforcement of such provisions is the responsibility of Lenta, not the UK Takeover Panel. Accordingly, Lenta Securityholders are reminded that the UK Takeover Panel does not have responsibility for ensuring compliance of the Offer with the City Code and is not able to answer queries in that regard. The Lenta Board has full power, authority and discretion to interpret the takeover-related provisions in the Lenta Articles and to waive, in whole or in part, compliance with the same and in doing so will (unless it reasonably resolves otherwise in light of the relevant prevailing facts and circumstances) have reference to the precedent practice of the UK Takeover Panel. See further in paragraph 6 of Part I of this document.

### **Overseas jurisdictions**

The availability of the Offer to Lenta Securityholders who are not resident in and citizens of the UK, Russia or the United States may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Lenta Securityholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The release, publication or distribution of this document in or into jurisdictions other than the UK, Russia or the United States may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK, Russia or the United States should inform themselves about, and observe, any applicable requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person. As this document has been prepared for the purposes of complying with BVI law and the Lenta Articles, the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of the BVI.

The Offer will not be made, directly or indirectly, in, into or from any jurisdiction where to do so would violate the laws in that jurisdiction. Accordingly, copies of this document and any other formal documentation relating to the Offer will not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any jurisdiction where to do so would violate the laws of that jurisdiction.

### **Notice to US Lenta Securityholders**

The Offer will be made for the securities of a BVI incorporated company and will be subject to disclosure requirements which are different from those of the United States. The financial information included in this Offer Document has been or will have been prepared in accordance with International Financial Reporting Standards and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The Offer is being made in the United States pursuant to an exemption from the US tender offer rules provided by Rule 14d-1(d) under the US Exchange Act. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to offer timetable, settlement procedures and timing of payments, that are different from those applicable under US domestic tender offer procedures and law.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Severgroup or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Lenta Securities outside of the United States, other than pursuant to the Offer, until the date on which the Offer is complete. These purchases may occur either

in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required by applicable laws.

The receipt of cash pursuant to the Offer by a US Lenta Securityholder will likely be a taxable transaction for US federal income tax purposes and under applicable state and local, as well as foreign and other, tax laws. Each holder of Lenta Securities is urged to consult his or her independent professional advisor immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for US Lenta Securityholders to enforce their rights and any claim arising out of US federal securities laws, since Severgroup and Lenta are located in countries other than the United States, and some or all of their officers and directors may be residents of countries other than the United States. US Lenta Securityholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

### **Notice to persons resident or located in Russia**

Distribution of this document does not constitute an offer ("oferta") pursuant to Russian law and does not constitute a placement and/or public circulation of securities or other financial instruments in the Russian Federation.

The Lenta Shares have not been registered in the Russian Federation and have not been, and are not intended to be, admitted to "placement" and/or "public placement" and/or "public circulation" in the Russian Federation. Accordingly, this document and the information contained in it is not an offer, or an invitation to make offers, sell, purchase, exchange or transfer Lenta Shares in the Russian Federation and does not purport to constitute an advertisement of Lenta Shares in the Russian Federation. Information regarding Lenta Shares contained in this document is not intended for any persons in the Russian Federation who are not "qualified investors" (as defined under Russian law). Any sale or transfer of Lenta Shares and other Lenta Securities in the territory of the Russian Federation will be subject to the requirements and restrictions set forth by Russian law, including Russian currency control laws, as discussed below.

Russian Residents are permitted by Russian currency control laws to tender their Lenta GDRs under the Offer only if (i) the transfer of such Lenta GDRs to Severgroup is recorded with an entity or entities licensed to provide depository services in Russia and (ii) payment by Severgroup for such Lenta GDRs is made in Russian Roubles. As Lenta Shares are currently not eligible for depositing with Russian Depositories, no Offer will be made in respect of the Lenta Shares to Lenta Shareholders who qualify as Russian Residents, whether or not such Lenta Shareholders qualify as "qualified investors" for the purposes of Russian securities market laws. The terms of the Offer will not restrict those Lenta Shareholders from depositing relevant Lenta Shares in accordance with the Deposit Agreement and tendering the Lenta GDRs representing those Lenta Shares under the Offer. Lenta GDRs tendered by Russian Residents under the Offer will have to be delivered from the securities accounts of the tendering Lenta Securityholders with a Russian Depository to the Depo Account of Severgroup with Algorithm. Such tendering Lenta Securityholders will be paid in Russian Roubles in accordance with the procedure and at the exchange rate set out in this document. Such tendering may be subject to fees of a Russian Depository and/or other related costs, and all Russian Residents are strongly encouraged to consult with their Russian Depositories individually in advance.

### **Forward-looking statements**

This document (including information incorporated by reference in this document), oral statements made regarding the Offer, and other information published by Severgroup and Lenta contain statements which are, or may be deemed to be, "forward-looking statements" including for the purposes of the US Private Securities Litigation Reform Act of 1995. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Severgroup and Lenta about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. The forward-looking statements contained in this document include statements relating to the expected effects of the Offer on Severgroup and Lenta, the expected timing and scope of the Offer and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "scheduled", "estimates",

“forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although Severgroup and Lenta each believe that the expectations reflected in its respective forward-looking statements are reasonable, Severgroup and Lenta can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither Severgroup nor Lenta, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur. You are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations, neither Severgroup nor Lenta is under any obligation, and Severgroup and Lenta expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise

#### **No profit forecasts or quantified benefits statement**

No statement in this document is intended as a profit forecast, profit estimate or quantified benefits statement and no statement in this document should be interpreted to mean that earnings per Lenta Security for the current or future financial years would necessarily match or exceed the respective historical published earnings per Lenta Security or to mean that the enlarged group’s earnings in the first 12 months following the Offer, or in any subsequent period, would necessarily match or be greater than those of Lenta for the relevant preceding financial period or any other period.

#### **Rounding**

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

The date of publication of this document is 30 April 2019.

**TO ACCEPT THE OFFER:**

**1. Unless you are a Russian Resident or subject to any legal restrictions preventing you from tendering your Lenta Shares under the Offer, if you are a Lenta Shareholder, complete the Form of Acceptance in accordance with paragraph 13(b) of Part I of this Offer Document. Return the completed Form of Acceptance as soon as possible and, in any event, so as to be received by 1.00 p.m. (London time) on 21 May 2019.**

**2. If you are a Lenta GDR Holder, you should follow the relevant procedures set out in paragraph 13(f) of Part I of this Offer Document. In particular:**

**(a) If you wish to accept the Offer in respect of Lenta GDRs and you hold your Lenta GDRs through DTC, to participate in the Offer in respect of your Lenta GDRs you must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(i) of Part I of this Offer Document as soon as possible.**

**(b) If you wish to accept the Offer in respect of Lenta GDRs and you hold your Lenta GDRs through Euroclear or Clearstream, to participate in the Offer in respect of your Lenta GDRs you must instruct, or cause to be instructed, Euroclear or Clearstream (as applicable) to complete the relevant actions set out in paragraph 13(f)(ii) of Part I of this Offer Document as soon as possible.**

**(c) If, in any case, you wish to accept the Offer in respect of Lenta GDRs and you are a Russian Lenta GDR Holder, to participate in the Offer in respect of your Lenta GDRs you must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(iii) of Part I of this Offer Document as soon as possible.**

**Please note that each clearing system or Russian Depositary, their respective direct and indirect participants, brokers and other security intermediaries will establish their own cut-off times and dates for receipt of an instruction. Please contact your broker or other security intermediary in good time to enquire about the cut-off time and date that applies to you in order to participate in the Offer in respect of your Lenta GDRs.**

If you have any questions relating to this document, or (in the case of Lenta Shareholders) the completion and return of the Form of Acceptance, please email your queries to the Tender Agent at [Citiexchanges@citi.com](mailto:Citiexchanges@citi.com). The Tender Agent cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

**THE FIRST CLOSING DATE OF THE OFFER IS 1.00 P.M. LONDON TIME ON 21 MAY 2019.**

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**PART I**  
**LETTER FROM SEVERGROUP**

**SEVERGROUP LLC**  
*(Incorporated and registered in the Russian Federation)*

30 April 2019

Dear Lenta Securityholders,

**CASH OFFER FOR LENTA LTD. BY SEVERGROUP LLC**

**1. Introduction**

On 1 April 2019, Severgroup announced a proposed cash offer to be made, subject to the Pre-Condition being satisfied, by Severgroup to acquire all of the issued and to be issued shares of Lenta and all of the Lenta GDRs (excluding treasury shares). Today, Severgroup has announced that the Pre-Condition has been satisfied.

This document and, in respect of Lenta Shares, the Form of Acceptance together contain the formal Offer (including its terms).

Please read carefully paragraph 13 below which sets out the procedures for acceptance of the Offer. Your attention is drawn, in particular, to the further terms of the Offer set out in Appendix I to this document and in the Form of Acceptance.

**2. The Offer**

Severgroup hereby offers to acquire, on and subject to the terms set out in this document, including Appendix I to this document and, in respect of Lenta Shares, the Form of Acceptance, all of the Lenta Securities on the following basis:

**for each Lenta Share      US\$ 18.00 in cash**

**for each Lenta GDR      US\$ 3.60 in cash**

or, with respect to Russian Lenta GDR Holders, the equivalent of US\$ 3.60 in Russian Roubles at the exchange rate of US dollars to Russian Roubles established by the Central Bank of the Russian Federation as at the relevant payment date (being the date of crediting of the amount payable to the correspondent account of the relevant Lenta GDR Holder's bank).

Five Lenta GDRs represent an interest in one Lenta Share.

The Offer Price implies a value of approximately US\$ 1.75 billion for 100 per cent. of the issued and to be issued shares of Lenta and represents:

- (a) a premium of approximately 8.11 per cent. to the price of the Lenta GDRs on the London Stock Exchange of US\$ 3.33 at the close of business on 26 March 2019, being the last London Business Day before the first announcement by Lenta regarding the possibility of the Offer being made; and
- (b) a premium of approximately 9.76 per cent. to the volume weighted average price of the Lenta GDRs on the London Stock Exchange of US\$ 3.28 for the six months ending on 26 March 2019.

The Offer extends to all Lenta Securities unconditionally allotted or issued and fully paid on the date of this document and any Lenta Securities which are unconditionally allotted or issued and fully paid (including pursuant to the vesting and/or exercise of awards under certain share schemes operated by Lenta) before the date on which the Offer ceases to be open for acceptances (excluding any treasury shares, except to the extent these cease to be held as treasury shares before such date as Severgroup may determine).

Further details of the terms of the Offer are set out in this Part I and in Appendix I to this document.



If, on or after the date of this document, any dividend and/or other distribution is declared, paid or made or becomes payable in respect of Lenta Shares and/or Lenta GDRs, Severgroup reserves the right to reduce the consideration payable under the terms of the Offer at such date by an amount up to the amount of such dividend and/or distribution. If any such dividend and/or distribution occurs, any reference in this document to the consideration payable under the Offer or the Offer Price will be deemed to be a reference to the consideration or Offer Price as so reduced.

### **3. SPA with Luna and SPA with EBRD**

#### *Luna SPA*

Severgroup has agreed to acquire from Luna 166,383,595 Lenta GDRs, representing 33,276,719 Lenta Shares and approximately 34.45 per cent. of the issued and outstanding shares in Lenta (excluding treasury shares) as of 1 April 2019, at a price of US \$3.60 per Lenta GDR pursuant to the Luna SPA.

Pursuant to the terms of the Luna SPA, if the Offer Price is increased, Severgroup has agreed to increase the price per Lenta GDR under the Luna SPA by the same amount (or, if the Offer Price is increased after completion has occurred under the Luna SPA, to pay Luna an amount equal to the difference) in order that Luna is treated in the same way as other Lenta Securityholders in relation to any increase in the Offer Price.

All conditions to completion of the sale and purchase of Lenta GDRs contemplated by the Luna SPA have now been satisfied.

#### *EBRD SPA*

Severgroup has agreed to acquire from EBRD 36,076,870 Lenta GDRs, representing 7,215,374 Lenta Shares and approximately 7.47 per cent. of the issued and outstanding shares in Lenta (excluding treasury shares) as of 1 April 2019, at a price of US \$3.60 per Lenta GDR pursuant to the EBRD SPA. The terms of the Luna SPA described in the second paragraph after the heading "*Luna SPA*" above are also included in the EBRD SPA. All conditions to completion of the sale and purchase of Lenta GDRs contemplated by the EBRD SPA have now been satisfied.

### **4. Views of the Lenta Independent Directors**

Your attention is drawn to the letter from the Chair of Lenta in Part II of this document. That letter sets out the views of the Lenta Independent Directors, who have been so advised by J.P. Morgan as to the financial terms of the Offer, that they consider the terms of the Offer to be fair and reasonable. In providing their advice, J.P. Morgan has taken into account the commercial assessments of the Lenta Independent Directors. As stated in that letter, the Lenta Independent Directors are supportive of the fact that all Lenta Securityholders are being offered the opportunity to sell their Lenta Securities in the Offer at the same price as the exiting Lenta Securityholders, Luna and EBRD. Lenta Securityholders should decide whether or not to accept the Offer in light of their own circumstances.

### **5. Sanctions Termination and Sanctions Invalidity**

The Offer is not subject to any conditions, and in particular is not conditional upon Severgroup receiving any particular level of acceptances of the Offer. Accordingly, any valid acceptances of the Offer by Lenta Securityholders before the Offer closes will be binding on Severgroup and such Lenta Securityholders, subject as set out in this document.

However, if:

- (a) Severgroup, any parent undertaking (as such term is defined under the UK Companies Act 2006) of Severgroup, or the ultimate controlling person of Severgroup becomes a Sanctioned Person; or
- (b) the acceptance of the Offer, or the transfer of tendered Lenta Securities to Severgroup, or the settlement of consideration to which tendering Lenta Securityholders are entitled under the Offer, would comprise a violation of, or conduct subject to adverse consequences under, any Sanctions Law by any person (except where any tendering Lenta Securityholder is or becomes a Sanctioned Person),

then (in either case), with effect from the date of such event, the Offer shall automatically terminate in its entirety and no transfer of any tendered Lenta Securities to Severgroup and no settlement of consideration to which any tendering Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case any tendered Lenta Securities shall remain the property of the relevant tendering Lenta Securityholders) (each of (a) and (b) above, a **Sanctions Termination**).

In addition, if any Lenta Securityholder who would otherwise be entitled to tender its Lenta Securities under the Offer is or becomes a Sanctioned Person, then any purported acceptance of the Offer by such Lenta Securityholder will be deemed to be (or, if such acceptance has already been made at the time, shall automatically become with effect from the date of such event) invalid and no transfer of Lenta Securities to Severgroup by such Lenta Securityholder and no settlement of consideration to which such Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case the relevant Lenta Securities shall remain the property of the relevant Lenta Securityholder) (a **Sanctions Invalidity**), but the Offer shall otherwise remain in full force and effect.

## 6. The Lenta Articles

Regulation 5.8 of the Lenta Articles provides (among other matters) that no person may acquire an interest in Lenta Shares if, as a result, such person would have an interest in Lenta Shares that would carry 30 per cent. or more of the voting rights in Lenta unless such person has made or simultaneously makes an offer (a **Mandatory Offer**) to all Lenta Shareholders to acquire their Lenta Shares at a price not less than the greater of (a) the highest price paid by such person for an interest in Lenta Shares in the 12 months immediately preceding the date of such Mandatory Offer or (b) the volume weighted average market price of the listed Lenta Shares or Lenta GDRs over the six months immediately preceding the date of such Mandatory Offer (in each case subject to such adjustment and/or determination by the Lenta Board as the Lenta Board may determine is fair and reasonable in the circumstances).

Regulation 5.8(xi) of the Lenta Articles also provides that the Lenta Board has full power, authority and discretion to interpret and implement Regulation 5.8 of the Lenta Articles and to waive, in whole or in part, compliance with the same and to condition any such waiver as it sees fit, provided that all Lenta Shareholders of the same class are afforded equivalent treatment.

Entry into the Luna SPA has triggered a requirement for Severgroup to make a Mandatory Offer pursuant to Regulation 5.8 of the Lenta Articles, subject to the derogations granted by the Lenta Board, as outlined below.

As part of its consideration of the Luna SPA and the Offer, the Lenta Board has (in accordance with the power, authority and discretion afforded to it in Regulation 5.8(xi) of the Lenta Articles) consented to the following limited derogations from the strict requirements of Regulation 5.8 of the Lenta Articles:

- Severgroup was to proceed to make the Offer only if the Pre-Condition was satisfied (and would only invoke the Pre-Condition and not make the Offer in circumstances where the Luna SPA had terminated and Severgroup had not acquired any Luna GDRs). On that basis, the Lenta Board agreed not to require Severgroup to make the Offer unless and until the Pre-Condition was satisfied. The Pre-Condition was satisfied today.
- If Severgroup proceeded to make the Offer, the Tender Agent at Severgroup's instruction was to announce the launch of the Offer via the Regulatory News Service on [www.londonstockexchange.com](http://www.londonstockexchange.com). The Tender Agent was to make available the Offer Document in electronic form: (i) to Lenta for (A) publication by Lenta on Lenta's website, and (B) providing such Offer Document to all registered Lenta Securityholders (including the depositary for the GDR programme) (subject to applicable law), and (ii) on request, to registered Lenta Shareholders and Lenta GDR Holders (including the depositary for the GDR programme) (subject to applicable law). The Lenta Board confirmed this mode of making and announcing of the Offer would be compliant with the Lenta Articles.
- The Lenta Board has agreed that the Offer will be subject to Sanctions Termination and Sanctions Invalidity.
- The Lenta Board will not require Severgroup to increase the Offer Price to reflect any increase in the volume weighted average market price of the Lenta GDRs during the Offer Period. However, if Severgroup acquires any Lenta Securities at prices above the Offer Price during the Offer Period,

Severgroup will be required to increase the Offer Price to the highest price paid by Severgroup in respect of such acquisitions.

- The Lenta Board will not require Severgroup to make an offer into the Russian Federation to acquire any Lenta Shares because any such offer would breach applicable law in the Russian Federation and any Lenta Shareholders can instead deposit their Lenta Shares under the Deposit Agreement and then accept the Offer in respect of the relevant Lenta GDRs.
- The Lenta Board has agreed that, in order to comply with applicable currency control laws in the Russian Federation, Lenta GDRs tendered to Severgroup by Lenta GDR Holders who are Russian Residents will be required to be delivered from the securities accounts of such Lenta GDR Holders with a Russian Depository to the Depo Account of Severgroup with Algorithm.
- The Lenta Board will not require Severgroup to pay the Offer Price in US dollars to Lenta GDR Holders who are Russian Residents and will accept payment by Severgroup to such Lenta GDR Holders of the Offer Price in Russian Roubles at the exchange rate of US dollars to Russian Roubles established by the Central Bank of the Russian Federation as at the relevant payment date.

In light of the size of Severgroup's holding of Lenta GDRs following completion under the Luna SPA, and having regard to the Lenta Articles, the Lenta Board has also resolved that:

- for so long as Severgroup holds Lenta Securities representing in aggregate at least 15 per cent. of Lenta's voting rights, if so requested by Severgroup in writing the Lenta Board will: (a) as contemplated by Regulation 9.3 of the Lenta Articles, convene, as soon as reasonably practicable, a general meeting of Lenta's members and include such items on the agenda for such meeting as may be reasonably requested by Severgroup, in each case in accordance with the rules and procedures set out in the Lenta Articles; and (b) propose any candidate(s) for director proposed by Severgroup at such meeting, provided that Severgroup has complied with the procedural requirements set out in Regulation 10.3 of the Lenta Articles;
- if and when Severgroup holds Lenta Securities representing in aggregate more than 50 per cent. of Lenta's voting rights, then, if so requested by Severgroup in writing, the Lenta Board will, by way of resolution of the Lenta Directors as contemplated by Regulation 10.12 of the Lenta Articles, elect each and all of Messrs. Alexey Mordashov, Alexey Kulichenko, Roman Vasilkov and Maxim Bakhtin to the seats left vacant on the Lenta Board following the resignations of the Luna Directors and the EBRD Director in each case to serve on the Lenta Board until the next Lenta Shareholders' meeting at which the Lenta Board is elected (provided that such person is not a Sanctioned Person and is not a person who may not be appointed as a Director to the Board under applicable law), it being understood that such persons shall have no participation in any Lenta Board discussion or decision in respect of, and no access to any information held by Lenta relating to, the Offer or any other then outstanding competing offer, or possible competing offer, for Lenta Securities; and
- upon completion of the sale under the Luna SPA, the Lenta Board will permit Mr. Tomas Korganas (Director of Strategy and M&A of Severgroup LLC) from time to time to attend all Lenta Board meetings in an observer capacity, inform such observer in advance whenever a Lenta Board meeting is convened and supply to such observer all materials that are being supplied to the members of the Lenta Board in connection with any Lenta Board meeting (provided that such person is not a Sanctioned Person and is not a person who may not be appointed as a Director to the Board under applicable law), it being understood that such person shall have no participation in any Lenta Board discussion or decision in respect of, and no access to any information held by Lenta relating to, the Offer or any other then outstanding competing offer, or possible competing offer, for Lenta Securities, such observer status to immediately end upon the earlier of: (a) the election of a nominee of Severgroup to the Lenta Board as contemplated above; (b) the next meeting of Lenta Shareholders; and (c) the Offer having closed with the result that valid acceptances have not been received in respect of Lenta Securities which, when aggregated with any other Lenta Securities in which Severgroup has an interest (including the SPA GDRs), carry in aggregate more than 50 per cent. of Lenta's voting rights.

The Luna Directors and the EBRD Director did not vote on the decisions of the Lenta Board described in this paragraph 6.

## 7. Information relating to Severgroup

Severgroup is a private investment company founded in 1993 which makes long-term investments and manages assets on behalf of Mr Alexey Mordashov.

Severgroup was formed to develop established businesses and invest in attractive new projects. Severgroup's core investment areas are currently: metallurgy and minerals, power plant engineering, gold mining, woodworking, tourism, wholefood e-commerce, talent tech, high-tech venture capital, media, advertising, telecommunications and medicine.

Severgroup directly or indirectly owns shares and interests, among others, in the following selected companies:

- Severstal
- Nordgold
- Sveza
- TUI AG
- TUI Russia
- Utkonos
- TalentTech
- Aterra Capital
- S-Group Capital Management
- CTC Media
- Tele2 Russia
- National media group
- AVA-Peter Group

## 8. Background to and reasons for the Offer

Severgroup believes in the prospects of the retail industry in Russia and values Lenta as one of the best platforms in the market that has an excellent track record of development and growth and is well positioned for further accomplishments. Lenta is managed by an industry-leading management team and their significant expertise and experience in the sector is the key to the further success of Lenta in which Severgroup strongly believes. In addition, Severgroup is convinced that it can contribute its successful experience of managing various businesses across a number of sectors to support Lenta's management in developing and implementing a strategy that would strengthen its position as a retailer of choice to customers across the Russian Federation.

## 9. Financing of the Offer

The cash consideration payable by Severgroup under the terms of the Offer will be funded from existing cash resources of Severgroup. In particular, Severgroup has, and will maintain, cash (in the form of US dollars, or the equivalent thereof (applying the current applicable exchange rate for each day until the Offer closes for acceptance) in Euros) on bank deposit sufficient to complete the Offer on the basis that all Lenta Securityholders tender all their Lenta Securities at the Offer Price (as well as to make due and full payment under the SPAs).

## 10. Lenta Employee Share Incentive Programme

Participants in the Lenta share incentive programme will be contacted by Lenta in due course with further details on the effect of the Offer on their individual rights under that programme.

## 11. Taxation

Acceptance of the Offer and the receipt of cash pursuant to the Offer will likely have taxation consequences for accepting Lenta Securityholders. **IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION AND/OR THE TAX CONSEQUENCES OF ACCEPTING THE OFFER, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.**

All payments to be made by Severgroup to the Lenta Securityholders in connection with the Offer will be made free from any set-off, counterclaim or other deduction or withholding of any nature whatsoever, except for deductions or withholdings required to be made by applicable law. If any deductions or withholdings are required by law to be made from any such payments, the amount of the payment shall be increased by such amount as will, after the deduction or withholding has been made, leave the recipient of

the payment with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

## **12. Overseas Securityholders**

The attention of Overseas Securityholders (and any person, including without limitation, any custodian, nominee or trustee, who may have an obligation to forward any document in connection with the Offer outside the United Kingdom, Russia or the United States) is drawn to paragraph 6 of Part A of Appendix I to this document, and to the relevant provisions of the Form of Acceptance (for holders of Lenta Shares).

The availability of the Offer or the distribution of this document to Lenta Securityholders who are not resident in and citizens of the UK, Russia or the United States may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. Lenta Securityholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

US Lenta Securityholders should read the section entitled “Notice to US Lenta Securityholders”. Lenta Securityholders who are Russian Residents or are otherwise resident or located in Russia should read the section entitled “Notice to persons resident or located in Russia”.

The Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction. Accordingly, copies of this document will not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving this document (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction.

## **13. Procedure for acceptance of the Offer**

This section should be read in conjunction with Appendix I and, in respect of Lenta Shares, the notes on the Form of Acceptance.

Holders of Lenta Shares (other than such holders who are Russian Residents or are subject to any legal restrictions preventing them from tendering their Lenta Shares under the Offer) may only accept the Offer in respect of such shares by completing and returning the Form of Acceptance in accordance with the procedure set out in paragraphs 13(a) to 13(d) below. Additional Forms of Acceptance are available from the Tender Agent on request.

Holders of Lenta GDRs who wish to accept the Offer in respect of Lenta GDRs and who hold their Lenta GDRs through DTC, must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(i) below as soon as possible.

Holders of Lenta GDRs who wish to accept the Offer in respect of Lenta GDRs and who hold their Lenta GDRs through Euroclear or Clearstream, must instruct, or cause to be instructed, Euroclear or Clearstream (as applicable) to complete the relevant actions set out in paragraph 13(f)(ii) below as soon as possible.

Russian Lenta GDR Holders who wish to accept the Offer in respect of Lenta GDRs must complete, or cause to be completed, the relevant actions set out in paragraph 13(f)(iii) below as soon as possible.

Please note that each clearing system or Russian Depository, their direct and indirect participants, brokers and other security intermediaries will establish their own cut-off times and dates for receipt of an instruction. Please contact your broker or other security intermediary in good time to enquire about the cut-off time and date that applies to you in order to participate in the Offer in respect of your Lenta GDRs.

**If you are in any doubt as to the procedure for acceptance, please email your queries to the Tender Agent at [Citiexchanges@citi.com](mailto:Citiexchanges@citi.com). The Tender Agent cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.**

## Lenta Shares

(a) To accept the Offer

To accept the Offer in respect of Lenta Shares, you must (unless you are a Russian Resident or are subject to any legal restrictions preventing you from tendering your Lenta Shares under the Offer) complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. The instructions printed on the Form of Acceptance are deemed to form part of the terms of the Offer.

Additional Forms of Acceptance are available from the Tender Agent on request. The instructions for completing a Form of Acceptance below apply, where relevant, to each separate Form of Acceptance to be completed by you.

(b) Completing the Form of Acceptance

To accept the Offer in respect of your Lenta Shares, you must complete Box 1, Box 3, Box 5 and Box 6 on the Form of Acceptance. In all cases you must sign Box 2 on the Form of Acceptance including, if you are an individual, in the presence of a witness, who should also sign in accordance with the instructions printed on it. Any Lenta Shareholder which is a company should execute the Form of Acceptance in accordance with the instructions printed on it. **If you do not insert a number in Box 1 or insert a number greater than your registered holding of Lenta Shares, your acceptance will be deemed to be in respect of all Lenta Shares held by you.**

(c) Return of Form of Acceptance

To accept the Offer, the completed Form of Acceptance must be returned to the Tender Agent at mail drop 0609 Citigroup Centre 6th Floor, 33 Canada Square, London E14 5LB, for the attention of Christopher Hagger, by post **as soon as possible and in any event so as to be received by no later than 1.00 p.m. (London time) on 21 May 2019**. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction or otherwise appearing to Severgroup or its agents to have been sent from a Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer. For further information on Overseas Securityholders, see paragraph 12 above.

(d) Validity of acceptances

Without prejudice to Appendix I to this document, Severgroup reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order.

## Lenta GDRs

(e) General

If you hold your Lenta GDRs through a bank, broker or other securities intermediary, you must refer to such securities intermediary before taking any action. In such cases, only the securities intermediary will be able to make arrangements to accept the Offer in relation to the Lenta GDRs in which you have a beneficial interest. Banks, brokers and other securities intermediaries that hold Lenta GDRs for customers will establish their own cut-off dates and times to receive instructions to tender Lenta GDRs in to the Offer that will necessarily be earlier than the final time and date for acceptance of the Offer. You should contact your bank, broker or other securities intermediary to determine the cut-off time and date that applies to you.

If you hold your Lenta GDRs through DTC, please refer to paragraph 13(f)(i) below. If you hold your Lenta GDRs through Euroclear or Clearstream, please refer to paragraph 13(f)(ii) below. If you hold Qualifying Lenta GDRs, please refer to paragraph 13(f)(iii) below.

Each clearing system or Russian Depository, their respective direct and indirect participants, brokers and other security intermediaries will establish their own cut-off times and dates for receipt of an instruction. Please contact your broker or other security intermediary in good time to enquire about the cut-off date and time that applies to you.

(f) Procedures

For the purposes of this paragraph 13, taking or causing to be taken the actions set out in paragraph 13(f), whether through DTC or through Euroclear or Clearstream or through a Russian Depository, shall be referred to as an “instruction”.

(i) Lenta GDRs held through DTC

If you hold your Lenta GDRs through DTC, to participate in the Offer you must complete, or cause to be completed, the following actions as soon as possible:

- (a) deliver to the Tender Offer Account those Lenta GDRs which you wish to tender into the Offer; and
- (b) deliver an Agent’s Message.

An “Agent’s Message” is a message transmitted by DTC to, and received by, the Tender Agent that states that DTC has received an express acknowledgement from the DTC participant delivering the Lenta GDRs that such participant has received and read the terms and conditions of the Offer as set out in this document and agrees to be bound by them and that Severgroup may enforce that agreement against such DTC participant.

(ii) Lenta GDRs held through Euroclear or Clearstream

If you hold your Lenta GDRs through Euroclear or Clearstream, to participate in the Offer in respect of your Lenta GDRs you must as soon as possible instruct your broker or other securities intermediary through which you hold Lenta GDRs to instruct Clearstream or Euroclear, as applicable, to block the Lenta GDRs in the applicable account for the purpose of accepting the Offer.

(iii) Qualifying Lenta GDRs

If you are a Russian Resident, to participate in the Offer in respect of your Qualifying Lenta GDRs:

- (a) those Qualifying Lenta GDRs which you intend to accept to the Offer must be held in a Depo Account in the name of the relevant Lenta GDR Holder;
- (b) you must ensure that the following documents are received as soon as possible by the Moscow office of the Tender Agent at 6 Gasheka st, 3<sup>rd</sup> Floor, Moscow, Russia, 125047, tel +7 495 725 1000 in hard copies marked with the subject “Lenta MTO” and for the attention of Anton Mitenev and Polina Verchenova, Citi Agency & Trust and in scanned copies at LentaMTO@citi.com:
  - a. the Russian Acceptance duly completed and executed by you or on your behalf;
  - b. a statement from your Depo Account certified by the relevant Russian Depository in relation to those Qualifying Lenta GDRs you wish to tender (the number of which may not be less than the number stated in your Russian Acceptance); and
  - c. if you are a legal entity, duly certified documents confirming that the Russian Acceptance has been executed on your behalf by a duly authorised person(s).

No acknowledgement of receipt of documents will be given;

- (c) you must ensure (and shall instruct your Russian Depository accordingly) that those Qualifying Lenta GDRs with respect to which you submitted the Russian Acceptance are transferred from your Depo Account referred to in (a) above and credited to Severgroup’s Depo Account with Algorithm with the following details of Algorithm’s depo account with National Settlement Depository:

“Algorithm” Depository LLC (ООО «Депозитарий «Алгоритм»)

ID (Идентификатор): MC0349800000

Depo account number (Номер счета депо): ML1204130028

Depo account section (Раздел счета депо): 0000000000000000; and

- (d) you must (1) request your Russian Depository to include the following Reference (in Russian – “*Референс*”) in the records relating to the transaction in the electronic document processing system operating among it and National Settlement Depository, and (2) state the following Reference (in Russian – “*Референс*”) as a grounds for the transaction in the transfer instruction relating to Qualifying Lenta GDRs submitted by you to your Russian Depository:

Reference (Референс): 16 symbols, starting with “SEVGR” and ending with the last symbols (maximum 11 in number) (if any of these symbols is a letter, please type it in English and in capitals) of your Depo Account number with your Russian Depository (or with 11 zeros, if you are a Russian Depository accepting the Offer on your own behalf), without any spaces or punctuation marks.

(g) Deemed Instructions

If you hold your Lenta GDRs through DTC, please refer to paragraph 13(g)(i) below. If you hold your Lenta GDRs through Euroclear or Clearstream, please refer to paragraph 13(g)(ii) below.

(i) Lenta GDRs held through DTC

Any instruction from a Lenta GDR Holder in respect of Lenta GDRs held through DTC shall be deemed to include instructions and to grant powers to the Tender Agent, as applicable, to:

- (a) procure that the Depository procures the acceptance of the Offer in respect of the Lenta GDRs delivered to the Tender Offer Account in accordance with paragraph 13(f)(i)(a) above, in accordance with the terms and subject to the conditions set out in this document;
- (b) upon closing of the Offer, surrender the Lenta GDRs delivered to the Tender Offer Account in accordance with paragraph 13(f)(i)(a) above to the Depository;
- (c) in the event that the acceptance by the relevant Lenta GDR Holder is or becomes invalid in accordance with the terms of the Offer, instruct DTC to deliver the relevant Lenta GDRs back to the account of the holder of the Lenta GDRs with DTC such that they are capable of immediately being traded; and
- (d) upon receipt of payment of the Offer consideration due to such Lenta GDR Holder (in accordance with paragraph 14 of this letter), transfer the Offer consideration due to such Lenta GDR Holder to DTC for onward transmission to the relevant DTC account of such Lenta GDR Holder.

Each such instruction will be irrevocable. Any instruction from a Lenta GDR Holder in respect of Lenta GDRs held through DTC shall be deemed to include the representations and warranties required by paragraphs 8(l) and 8(m) of Part A of Appendix I to this document.

(ii) Lenta GDRs held through Euroclear or Clearstream

Any instruction from a Lenta GDR Holder in respect of Lenta GDRs held through Euroclear or Clearstream shall be deemed to include instructions and to grant powers to the Tender Agent, as applicable, to:

- (a) instruct the Depository with respect to the Lenta GDRs to cause the Offer to be accepted with respect to those Lenta GDRs;



- (b) upon closing of the Offer, surrender those Lenta GDRs delivered to the Depository for transfer to, or for the order of, Severgroup;
- (c) in the event that the acceptance by the relevant Lenta GDR Holder is or becomes invalid in accordance with the terms of the Offer, unblock the corresponding Lenta GDRs in the Euroclear or Clearstream account in which they are held, such that they are capable of immediately being traded; and
- (d) receive payment of the Offer consideration due to such Lenta GDR Holder (in accordance with paragraph 14 of this letter).

Each such instruction will be irrevocable. Any instruction from a Lenta GDR Holder in respect of Lenta GDRs held through Euroclear or Clearstream shall be deemed to include the representations and warranties required by 8(l) and 8(m) of Part A of Appendix I to this document.

(h) Validity of instructions

Lenta GDR Holders (other than Russian Lenta GDR Holders) wishing to tender their Lenta GDRs into the Offer should note that their instructions will only be a valid acceptance of the Offer if the Tender Agent receives those instructions as soon as possible and, in any event, by no later than 1 p.m. London time on 21 May 2019. Russian Lenta GDR Holders wishing to tender their Qualifying Lenta GDRs into the Offer should note that their instructions will only be a valid acceptance of the Offer if both of the following conditions are satisfied: (A) the documents set out in paragraph 13(f)(iii) above are received by the Moscow office of the Tender Agent at 6 Gasheka st, 3<sup>rd</sup> Floor, Moscow, Russia, 125047, tel+7 495 725 1000 in hard copies marked with the subject "Lenta MTO" and to the attention of Anton Mitenev and Polina Verchenova, Citi Agency & Trust and in scanned copies at LentaMTO@citi.com. by no later than 3 p.m. Moscow time on 21 May 2019 (no acknowledgement of receipt of documents will be given); and (B) the Qualifying Lenta GDRs with respect to which the relevant Russian Acceptance is submitted are transferred from Depo Account in the name of the relevant Lenta GDR Holder and credited to Severgroup's Depo Account with Algorithm no later than the time that the Offer closes for acceptance. As noted above, each clearing system or Russian Depository, their respective direct and indirect participants, brokers and other securities intermediaries will establish their own earlier cut-off times and dates for receipt of an instruction. Please contact your broker, Russian Depository or other securities intermediary (as the case may be) in good time to enquire about the cut-off date and time that applies to you.

**General**

Severgroup will make an appropriate announcement if any of the details contained in this paragraph 13 alter for any reason.

**If you are in any doubt as to the procedure for acceptance, please email your queries to the Tender Agent at Citiexchanges@citi.com. The Tender Agent cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.**

**14. Settlement**

If the Offer is not extended after the First Closing Date in accordance with paragraph 1(b) of Part A of Appendix I, all valid acceptances received on or before the First Closing Date will be settled (if not previously settled) within 14 days after the First Closing Date (or, in relation to Shares, within 14 days after the registration of Severgroup's title to the relevant Shares if later). If the Offer is extended after the First Closing Date in accordance with paragraph 1(b) of Part A of Appendix I, any valid acceptances received on or before the First Closing Date will be settled (if not previously settled) within 14 days after the First Closing Date, and any valid acceptances received after the First Closing Date will be settled and paid for within 14 days after the Offer closes (or, in relation to Shares, within 14 days after the registration of Severgroup's title to the relevant Shares if later). Settlement of the consideration to which any Lenta Securityholder is entitled under the Offer will be effected in the following manner.

- (a) Lenta Shares

Where an acceptance relates to Lenta Shares, settlement of any Offer consideration due will be despatched electronically (or by such other method as Severgroup may consider) to accepting Lenta Shareholders or their appointed agents (but not into a Restricted Jurisdiction). All such cash payments will be made in US dollars electronically to such account designated by the accepting Lenta Shareholder on the Form of Acceptance.

(b) Lenta GDRs (other than Qualifying Lenta GDRs)

Where an acceptance relates to Lenta GDRs (other than Qualifying Lenta GDRs), the Offer consideration due in respect of such Lenta GDRs will be paid to the Tender Agent. The Tender Agent will then credit the appropriate amount in US dollars to the relevant clearing system for onward transmission to the account of the relevant Lenta GDR Holder. The account concerned will be the account with the same details as appearing on the original instruction, as applicable.

(c) Qualifying Lenta GDRs

Where an acceptance relates to Qualifying Lenta GDRs, settlement of any Offer consideration due will be despatched from any Severgroup account with one of its Russian banks to the settlement or current bank account of the relevant accepting Russian Lenta GDR Holder with a Russian bank as specified in its relevant Russian Acceptance. Any such settlement with any Russian Lenta GDR Holder is subject to, and conditional upon, prior receipt at Severgroup's Depo Account with Algorithm of the Qualifying Lenta GDRs transferred at the instruction of such Russian Lenta GDR Holder from its Depo Account pursuant to its Russian Acceptance.

**15. Disclosure of interests in Lenta Securities**

Except for the SPA GDRs, as of the date hereof, neither Severgroup, nor (so far as Severgroup is aware) any person acting in concert with Severgroup, had any interest in Lenta Securities.

**16. Expected continuation of Lenta GDR programme and stock exchange listings (unless trading in Lenta GDRs becomes illiquid)**

The Offer is not subject to any conditions, and in particular is not conditional upon Severgroup receiving any particular level of acceptances of the Offer. Accordingly, any valid acceptances of the Offer by Lenta Securityholders before the Offer closes will be binding on Severgroup and such Lenta Securityholders, subject as set out in this document. As a result, Severgroup will acquire the SPA GDRs (pursuant to the terms of the SPAs) together with those Lenta Shares and Lenta GDRs (if any) for which valid acceptances of the Offer are received before the Offer closes for acceptances.

Severgroup does not intend to take steps (or to procure that Lenta takes steps) to cancel the listing of the Lenta GDRs on the Official List or trading of the Lenta GDRs on the market for listed securities of the London Stock Exchange or of the Moscow Exchange, provided however that Severgroup reserves the right to do so if, as a result of the high level of acceptances of the Offer, liquidity in the Lenta GDRs becomes limited.

Notwithstanding the foregoing, if Severgroup receives acceptances under the Offer in respect of, or otherwise acquires or has contracted to acquire, interests in Lenta Securities that together with any other Lenta Securities or interests in Lenta Securities held by Severgroup (or persons acting in concert with it) carry 90 per cent. or more of the voting rights in Lenta, Severgroup reserves the right to acquire compulsorily the remaining Lenta Shares in respect of which the Offer has not been accepted pursuant to Regulation 5.8 of the Lenta Articles, to terminate Lenta's GDR programme and to procure that Lenta will make an application for the cancellation of the listing of the Lenta GDRs on the Official List and for the cancellation of trading of the Lenta GDRs on the market for listed securities of the London Stock Exchange and of the Moscow Exchange.

**17. Further information**

Further terms of the Offer are set out in Appendix I to this document. Your attention is drawn to the further information in the Appendices, which form part of this document, and (in the case of Lenta Shareholders) to the Form of Acceptance which should be read in conjunction with this document.

**18. Publication on website**

A copy of this document will be made available by Lenta, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Lenta's website at [www.lentainvestor.com/en/investors](http://www.lentainvestor.com/en/investors). For the avoidance of doubt, the contents of that website are not incorporated into and do not form part of this document.

**Yours faithfully,**

for and on behalf of Severgroup

**PART II**  
**LETTER FROM THE LENTA INDEPENDENT DIRECTORS**

*(Incorporated and registered in the British Virgin Islands with Registered number 1058643)*

*Directors:*

**John Oliver** *(Chairman)*

*Registered Office:*

*c/o Tricor Services (BVI) Limited  
PO Box 3340, Road Town  
Tortola, British Virgin Islands*

**Herman Tinga** *(Chief Executive)*

**Rud Pedersen** *(Chief Financial Officer)*

**Steve Johnson** *(Senior Independent Director)*

**Michael Lynch-Bell** *(Non-Executive Director)*

**Julia Solovieva** *(Non-Executive Director)*

**Dmitry Shvets** *(Non-Executive Director)*

**Martin Elling** *(Non-Executive Director)*

**Steven Hellman** *(Non-Executive Director)*

30 April 2019

Dear Lenta Securityholders,

**CASH OFFER FOR LENTA LTD. BY SEVERGROUP LLC**

**1. Introduction**

On 1 April 2019, Severgroup announced a proposed cash offer to be made, subject to the conditions referred to in that announcement, by Severgroup to acquire all of the issued and to be issued shares of Lenta and all of Lenta's GDRs (excluding treasury shares).

The formal Offer, together with the procedure for its acceptance, is contained in the letter from Severgroup which is set out in Part I of this document.

We are writing to you on behalf of the Lenta Independent Directors to explain the views of the Lenta Independent Directors in relation to the Offer and certain actions taken by the Lenta Board under the Lenta Articles in connection with the Offer.

**2. Views of the Lenta Independent Directors**

The Lenta Independent Directors, who have been so advised by J.P. Morgan as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing their advice, J.P. Morgan has taken into account the commercial assessments of the Lenta Independent Directors. The Lenta Independent Directors are supportive of the fact that all Lenta Securityholders are being offered the opportunity to sell their Lenta Securities in the Offer at the same price as the exiting Lenta Securityholders, Luna and EBRD. Lenta Securityholders should decide whether or not to accept the Offer in light of their own circumstances.

**3. The Lenta Articles**

3.1 Regulation 5.8 of the Lenta Articles provides (among other matters) that no person may acquire an interest in Lenta Shares if, as a result, such person would have an interest in Lenta Shares that would carry 30 per cent. or more of the voting rights in Lenta unless such person has made or simultaneously makes an offer (a **Mandatory Offer**) to all Lenta Shareholders to acquire their Lenta Shares at a price not less than the greater of (a) the highest price paid by such person for an interest in Lenta Shares in the 12 months immediately preceding the date of such Mandatory Offer or (b) the volume weighted average market price of the listed Lenta Shares or Lenta GDRs over the six months immediately preceding the date of such Mandatory Offer (in each case subject to such adjustment and/or determination by the Lenta Board as the Lenta Board may determine is fair and reasonable in the circumstances).

3.2 Regulation 5.8(xi) of the Lenta Articles also provides that the Lenta Board has full power, authority and discretion to interpret and implement Regulation 5.8 of the Lenta Articles and to waive, in

whole or in part, compliance with the same and to condition any such waiver as it sees fit, provided that all Lenta Shareholders of the same class are afforded equivalent treatment.

3.3 Entry into the Luna SPA has triggered a requirement for Severgroup to make a Mandatory Offer pursuant to Regulation 5.8 of the Lenta Articles, subject to the derogations granted by the Lenta Board, as outlined below.

As part of its consideration of the Luna SPA and the Offer, the Lenta Board has (in accordance with the power, authority and discretion afforded to it in Regulation 5.8(xi) of the Lenta Articles) consented to the following limited derogations from the strict requirements of Regulation 5.8 of the Lenta Articles:

- Severgroup was to proceed to make the Offer only if the Pre-Condition was satisfied (and would only invoke the Pre-Condition and not make the Offer in circumstances where the Luna SPA had terminated and Severgroup had not, therefore, acquired the Luna GDRs). On that basis, the Lenta Board agreed not to require Severgroup to make the Offer unless and until the Pre-Condition was satisfied.
- If Severgroup proceeded to make the Offer, the Tender Agent at Severgroup's instruction was to announce the launch of the Offer via the Regulatory News Service on [www.londonstockexchange.com](http://www.londonstockexchange.com). The Tender Agent was to make available the Offer Document in electronic form: (i) to Lenta for (A) publication by Lenta on Lenta's website, and (B) providing such Offer Document to all registered Lenta Securityholders (including the depositary for the GDR programme) (subject to applicable law), and (ii) on request, to registered Lenta Shareholders and Lenta GDR Holders (including the depositary for the GDR programme) (subject to applicable law). The Lenta Board confirmed this mode of making and announcing of the Offer would be compliant with the Lenta Articles.
- The Lenta Board has agreed that the Offer will be subject to Sanctions Termination and Sanctions Invalidity.
- The Lenta Board will not require Severgroup to increase the Offer Price to reflect any increase in the volume weighted average market price of the Lenta GDRs during the Offer Period. However, if Severgroup acquires any Lenta Securities at prices above the Offer Price during the Offer Period, Severgroup will be required to increase the Offer Price to the highest price paid by Severgroup in respect of such acquisitions.
- The Lenta Board will not require Severgroup to make an offer into the Russian Federation to acquire any Lenta Shares because any such offer would breach applicable law in the Russian Federation and any Lenta Shareholders can instead deposit their Lenta Shares under the Deposit Agreement and then accept the Offer in respect of the relevant Lenta GDRs.
- The Lenta Board has agreed that, in order to comply with applicable currency control laws in the Russian Federation, Lenta GDRs tendered to Severgroup by Lenta GDR Holders who are Russian Residents will be required to be delivered from the securities accounts of such Lenta GDR Holders with a Russian Depositary to the Depo Account of Severgroup with Algorithm.
- The Lenta Board will not require Severgroup to pay the Offer Price in US dollars to Lenta GDR Holders who are Russian Residents and will accept payment by Severgroup to such Lenta GDR Holders of the Offer Price in Russian Roubles at the exchange rate of US dollars to Russian Roubles established by the Central Bank of the Russian Federation as at the relevant payment date.

In light of the size of Severgroup's holding of Lenta GDRs following completion under the Luna SPA, and having regard to the Lenta Articles, the Lenta Board has also resolved that:

- for so long as Severgroup holds Lenta Securities representing in aggregate at least 15 per cent. of Lenta's voting rights, if so requested by Severgroup in writing the Lenta Board will: (a) as contemplated by Regulation 9.3 of the Lenta Articles, convene, as soon as reasonably practicable, a general meeting of Lenta's members and include such items on the agenda for such meeting as may be reasonably requested by Severgroup, in each case in accordance with the rules and procedures set out in the Lenta Articles; and (b) propose any candidate(s) for

director proposed by Severgroup at such meeting, provided that Severgroup has complied with the procedural requirements set out in Regulation 10.3 of the Lenta Articles;

- if and when Severgroup holds Lenta Securities representing in aggregate more than 50 per cent. of Lenta's voting rights, then, if so requested by Severgroup in writing, the Lenta Board will, by way of resolution of the Lenta Directors as contemplated by Regulation 10.12 of the Lenta Articles, elect each and all of Messrs. Alexey Mordashov, Alexey Kulichenko, Roman Vasilkov and Maxim Bakhtin to the seats left vacant on the Lenta Board following the resignations of the Luna Directors and the EBRD Director in each case to serve on the Lenta Board until the next Lenta Shareholders' meeting at which the Lenta Board is elected (provided that such person is not a Sanctioned Person and is not a person who may not be appointed as a Director to the Board under applicable law), it being understood that such persons shall have no participation in any Lenta Board discussion or decision in respect of, and no access to any information held by Lenta relating to, the Offer or any other then outstanding competing offer, or possible competing offer, for Lenta Securities; and
- upon completion of the sale under the Luna SPA, the Lenta Board will permit Mr. Tomas Korganas (Director of Strategy and M&A of Severgroup LLC) from time to time to attend all Lenta Board meetings in an observer capacity, inform such observer in advance whenever a Lenta Board meeting is convened and supply to such observer all materials that are being supplied to the members of the Lenta Board in connection with any Lenta Board meeting (provided that such person is not a Sanctioned Person and is not a person who may not be appointed as a Director to the Board under applicable law), it being understood that such person shall have no participation in any Lenta Board discussion or decision in respect of, and no access to any information held by Lenta relating to, the Offer or any other then outstanding competing offer, or possible competing offer, for Lenta Securities, such observer status to immediately end upon the earlier of: (a) the election of a nominee of Severgroup to the Lenta Board as contemplated above; (b) the next meeting of Lenta Shareholders; and (c) the Offer having closed with the result that valid acceptances have not been received in respect of Lenta Securities which, when aggregated with any other Lenta Securities in which Severgroup has an interest (including the SPA GDRs), carry in aggregate more than 50 per cent. of Lenta's voting rights.

The Luna Directors and the EBRD Director did not vote on the decisions of the Lenta Board described in this paragraph 3.

#### **4. Action to be taken**

Your attention is drawn to the letter from Severgroup in Part I of this document, the Appendices to this document and, in the case of Lenta Shareholders, the Form of Acceptance. If you decide to accept the Offer, the procedure for acceptance of the Offer is set out in paragraph 13 in Part I of this document and (in respect of Lenta Shareholders) in the Form of Acceptance.

Yours faithfully

Steve Johnson  
Senior Independent Director  
Lenta Ltd.

Michael Lynch-Bell  
Independent Non-Executive Director  
Lenta Ltd.

**APPENDIX I  
FURTHER TERMS OF THE OFFER**

**PART A  
CERTAIN FURTHER TERMS OF THE OFFER**

The following terms apply to the Offer, unless the contrary is expressed or the context requires otherwise.

Unless the context requires otherwise, any reference in this Appendix I and in the Form of Acceptance:

- (i) to the “Offer” includes any revision, variation, renewal or extension of the Offer;
- (ii) to the “First Closing Date” means 21 May 2019, provided that (except in paragraph 1(a) below and where the context otherwise requires), if the expiry date of the Offer is extended following a revision in accordance with paragraph 1(a) below, the First Closing Date shall mean the expiry date of the Offer as so extended;
- (iii) to “acceptances of the Offer” includes deemed acceptances of the Offer; and
- (iv) to the “Offer Period” means, in relation the Offer, the period commencing on 27 March 2019 (being the date on which the possibility of the Offer being made was first announced by Lenta) and ending at 1.00 p.m. (London time) on the First Closing Date, or, if the Offer is extended in accordance with the terms of the Offer, the date on which the Offer ceases to be open for acceptances in accordance with the terms of the Offer.

**1. Acceptance period**

- (a) The Offer will initially be open for acceptance until 1.00 p.m. (London time) on the First Closing Date. Although no revision is envisaged, if the Offer is revised it will remain open for acceptance for a period of at least 21 days from the date on which the revised offer document is published.
- (b) The Offer, whether revised or not, shall close at 1.00 p.m. (London time) on the First Closing Date and shall not be capable of being accepted after that time and date, provided that: (i) if by 1.00 p.m. (London time) on the First Closing Date valid acceptances have been received in respect of Lenta Securities which, when aggregated with any other Lenta Securities in which Severgroup has an interest (including securities purchased under the Luna SPA and EBRD SPA), carry in aggregate more than 50 per cent. of the voting rights in Lenta, the Offer will remain open for acceptance for a further 14 calendar days after the First Closing Date (or until such later date as Severgroup may, with the consent of the Lenta Board, decide); and (ii) Severgroup reserves the right, with Lenta’s consent, to extend the Offer to a later time(s) and/or date(s). If the Offer is so extended, any valid acceptances received on or before the First Closing Date will (unless already settled) be settled no later than 14 days after the First Closing Date, and any valid acceptances received after the First Closing Date and before the Offer ceases to be open for acceptances will (unless already settled) be settled no later than 14 days after the Offer ceases to be open for acceptances.
- (c) If, by 1.00 pm (London time) on the First Closing Date valid acceptances have not been received in respect of Lenta Securities which, when aggregated with any other Lenta Securities in which Severgroup has an interest (including the SPA GDRs), carry in aggregate more than 50 per cent. of the voting rights in Lenta, then (unless it is extended by Severgroup with the consent of the Lenta Board) the Offer will close and cease to be capable of further acceptance. In such case, all valid acceptances received on or before the First Closing Date will be settled (if not previously settled) within 14 days after the First Closing Date.

**2. Sanctions Termination and Sanctions Invalidity**

- (a) If:
  - (i) Severgroup, any parent undertaking (as such term is defined under the UK Companies Act 2006) of Severgroup, or the ultimate controlling person of Severgroup becomes a Sanctioned Person; or
  - (ii) the acceptance of the Offer, or the transfer of tendered Lenta Securities to Severgroup, or the settlement of consideration to which tendering Lenta Securityholders are entitled under the Offer, would comprise a

violation of, or conduct subject to adverse consequences under, any Sanctions Law by any person (except where any tendering Lenta Securityholder is or becomes a Sanctioned Person),

then (in either case), with effect from the date of such event, the Offer shall automatically terminate in its entirety and no transfer of any tendered Lenta Securities to Severgroup and no settlement of consideration to which any tendering Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case any tendered Lenta Securities shall remain the property of the relevant tendering Lenta Securityholders) (each of (i) and (ii) above, a *Sanctions Termination*).

- (b) In addition, if any Lenta Securityholder who would otherwise be entitled to tender its Lenta Securities under the Offer is or becomes a Sanctioned Person, then any purported acceptance of the Offer by such Lenta Securityholder will be deemed to be (or, if such acceptance has already been made at the time, shall automatically become with effect from the date of such event) invalid and no transfer of Lenta Securities to Severgroup by such Lenta Securityholder and no settlement of consideration to which such Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case the relevant Lenta Securities shall remain the property of the relevant Lenta Securityholder) (a *Sanctions Invalidity*), but the Offer shall otherwise remain in full force and effect.

### 3. Announcements

- (a) Severgroup will make an announcement: (a) if applicable, on the London Business Day immediately following the date on which Severgroup has received valid acceptances in respect of Lenta Securities which, when aggregated with any other Lenta Securities in which Severgroup has an interest (including the SPA GDRs), carry in aggregate more than 50 per cent. of the voting rights in Lenta; and (b) on the London Business Day immediately following the First Closing Date, in each case in relation to the level of acceptances received by such date and the extension or closing of the Offer (as the case may be).
- (b) Without prejudice to paragraph (a) above, by 8.00 a.m. (London time) on the London Business Day (the “relevant day”) following the day on which the Offer is due to expire or is revised or extended, as the case may be (or such later time(s) or date(s) as Lenta may agree), Severgroup will make an appropriate announcement. The announcement will state:
- (i) the number of Lenta Securities for which acceptances of the Offer have been received; and
- (ii) details of any Lenta Securities in which Severgroup or any person acting in concert with it has an interest, in each case specifying the nature of the interests concerned,
- and will in each case specify the percentage of voting rights carried by the Lenta Securities represented by each of these figures.
- (c) Any decision to extend the time and/or date by which the Offer closes may be made at any time up to, and will be announced not later than, 8.00 a.m. (London time) on the relevant day (as defined in paragraph 3(b) of this Part A) or such later time(s) and/or date(s) as Severgroup and Lenta may agree. The announcement will state the next expiry date of the Offer.
- (d) In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of Severgroup include the release of an announcement to the press and/or the transmission by whatever means of an announcement to a Regulatory Information Service. An announcement made otherwise than to a Regulatory Information Service shall be notified simultaneously to a Regulatory Information Service (unless otherwise agreed with Lenta).
- (e) Without limiting the manner in which Severgroup may choose to make any public statement and subject to Severgroup’s obligations under applicable law, Severgroup will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.



#### **4. Revisions of the Offer**

- (a) Although no revision of the Offer is envisaged, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms and conditions or in the value or nature of the consideration offered or otherwise) and such revision represents on the date on which it is announced an improvement or no diminution in the value of the revised Offer compared with the consideration or terms previously offered or in the overall value received and/or retained by a Lenta Securityholder (under the Offer or otherwise), the benefit of the revised Offer will, subject to paragraphs 4(c), 4(d) and 5 of this Part A, be made available to any Lenta Securityholder who has validly accepted the Offer in its original or any previously revised form(s) (a “previous acceptor”). The acceptance of the Offer by or on behalf of a previous acceptor in its original or any previously revised form(s) shall, subject as provided in paragraphs 4(c), 4(d) and 5 of this Part A, be treated as an acceptance of the Offer as so revised and shall also constitute the irrevocable and separate appointment of Severgroup as his attorney and/or agent with authority (i) to accept any such revised Offer on behalf of such previous acceptor; (ii) if such revised Offer includes alternative forms of consideration, to make on his behalf such elections for and/or accept such alternative forms of consideration in the proportions such attorney and/or agent in his absolute discretion thinks fit; and (iii) to execute on behalf of and in the name of such previous acceptor all such further documents (if any) as may be required to give effect to such acceptances and/or elections. In making any such election and/or acceptance, such attorney and/or agent shall be able to take into account the nature of any previous acceptances made by or on behalf of the previous acceptor and such other facts or matters as he may reasonably consider relevant.
- (b) Subject to paragraph 4(c) and paragraph 4(d) of this Part A, the powers of attorney and authorities conferred by this paragraph 4 and any acceptance of a revised Offer and/or any election pursuant thereto shall be irrevocable.
- (c) The deemed acceptance referred to in paragraph 4(a) of this Part A shall not apply, and the authorities conferred by that paragraph shall not be exercised, to the extent that a previous acceptor in respect of Lenta Securities lodges with the Tender Agent, within 14 days of the publication of the document containing the revised Offer, a Form of Acceptance (or other form validly issued by or on behalf of Severgroup) or taking such actions as referred to in paragraph 13(f) and 13(g) of Part I of this document in respect of the revised Offer (as applicable to such previous acceptor’s Lenta Securities), in which he validly elects to receive the consideration receivable by him under such revised Offer in some other manner than that set out in his original or any previous acceptance.
- (d) The deemed acceptance referred to in paragraph 4(a) of this Part A shall not apply, and the authorities conferred by that paragraph shall not be exercised if, as a result thereof, the previous acceptor would thereby receive less in aggregate (whether under the Offer or otherwise) than he would have received in aggregate (whether under the Offer or otherwise) as a result of acceptance of the Offer in the form in which it was previously accepted by him or on his behalf unless the previous acceptor has previously agreed in writing. The authorities conferred by paragraph 4(a) of this Part A shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph.
- (e) Severgroup and the Tender Agent reserve the right to treat an executed Form of Acceptance or Russian Acceptance (in respect of the Offer in its original or any previously revised form(s)) which is received (or dated) on or after the announcement of any revised Offer as a valid acceptance of the revised Offer and/or, where applicable, a valid election for or acceptance of any of the alternative forms of consideration. Such acceptances shall constitute an authority in the terms of paragraph 4(a) of this Part A, *mutatis mutandis*, on behalf of the relevant Lenta Shareholder.

#### **5. General**

- (a) Lenta Securities will be acquired by Severgroup under the Offer fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of this document or subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) declared, made, paid or payable, on or after the date of this document.
- (b) If, on or after the date of this document, any dividend and/or other distribution is declared, made or paid or becomes payable in respect of the Lenta Securities, Severgroup reserves the right to reduce the

consideration payable under the terms of the Offer for the Lenta Securities by an amount up to the amount of such dividend and/or distribution, in which case any reference in this document to the consideration payable under the terms of the Offer or the Offer Price will be deemed to be a reference to the consideration or Offer Price as so reduced. To the extent that any such dividend and/or distribution is declared, made or paid or is payable and it is: (i) transferred pursuant to the Offer on a basis which entitles Severgroup to receive the dividend or distribution and to retain it; or (ii) cancelled, the consideration payable under the terms of the Offer will not be subject to change in accordance with this paragraph. Any exercise by Severgroup of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Offer.

- (c) The Offer is made on 30 April 2019 and is capable of acceptance from that date. Copies of this document and the Form of Acceptance are available from the Tender Agent at mail drop 0609 Citigroup Centre 6th Floor, 33 Canada Square, London E14 5LB, for the attention of Christopher Hagger.
- (d) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance or the Russian Acceptance constitute part of the terms of the Offer. The provisions of this Part A of Appendix I shall be deemed to be incorporated in and form part of each Form of Acceptance and each Russian Acceptance. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance and the Russian Acceptance, unless the context otherwise requires.
- (e) The Offer, all acceptances of it and all elections pursuant to it, the Form of Acceptance and the Russian Acceptance, all contracts made pursuant to the Offer, all action taken or made or deemed to be taken or made pursuant to any of these terms and the relationship between a Lenta Securityholder and Severgroup or the Tender Agent shall be governed by and interpreted in accordance with the laws of the British Virgin Islands.
- (f) Execution of a Form of Acceptance or a Russian Acceptance by or on behalf of a Lenta Securityholder will constitute his agreement that the courts of the British Virgin Islands are (subject to paragraph 5(g) of this Part A of Appendix I) to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the Offer, the Form of Acceptance and/or the Russian Acceptance or otherwise arising in connection with the same, and for such purposes that he irrevocably submits to the jurisdiction of the courts of the British Virgin Islands.
- (g) Execution of a Form of Acceptance or a Russian Acceptance by or on behalf of a Lenta Securityholder will constitute his/her agreement that the agreement in paragraph 5(f) of this Part A is included for the benefit of Severgroup and the Tender Agent and accordingly, notwithstanding the exclusive agreement in paragraph 5(f) of this Part A, Severgroup and the Tender Agent shall each retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the accepting Lenta Securityholder irrevocably submits to the jurisdiction of the courts of any such country.
- (h) If the expiry date of the Offer is extended, any reference in this document and in the Form of Acceptance to the First Closing Date shall, except in paragraph 1(a) of this Part A and where the context otherwise requires, be deemed to refer to the expiry date of the Offer as so extended.
- (i) Any omission or failure to despatch this document or the Form of Acceptance or the Russian Acceptance or any other document relating to the Offer or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to paragraph 6 of this Part A, the Offer extends to any such person and to all Lenta Securityholders to whom this document, the Form of Acceptance and any related documents may not be despatched and who may not receive such documents, and such persons may collect copies of this document and the Form of Acceptance from the Tender Agent at mail drop 0609 Citigroup Centre 6th Floor, 33 Canada Square, London E14 5LB, for the attention of Christopher Hagger.
- (j) All powers of attorney, appointments as agent and authorities on the terms conferred by or referred to in this Appendix I or in the Form of Acceptance or the Russian Acceptance are given by way of security for the performance of the obligations of the Lenta Securityholder concerned and are irrevocable.

- (k) Without prejudice to any other provisions of this Part A of Appendix I, Severgroup and the Tender Agent reserve the right to treat acceptances of the Offer as valid if not entirely in order.
- (l) All communications, notices and remittances to be delivered by or sent to or from any Lenta Securityholder will be delivered by or sent to or from them (or their designated agents) at their risk. No acknowledgement of receipt of any Form of Acceptance or Russian Acceptance, communication or notice will be given by or on behalf of Severgroup.
- (m) All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date of this document).
- (n) Neither Severgroup nor any person acting on behalf of Severgroup shall have any liability to any person for any loss or alleged loss arising from, or otherwise attributable to: (i) any failure or delay in communications and delivery of notices and documents (including any acceptance forms) by the Lenta Securityholders, the Tender Agent, Algorithm, any other Russian Depositary and other intermediaries, (ii) any decision as to the treatment of acceptances of the Offer or (iii) otherwise in connection therewith.
- (o) Any purported acceptance of the Offer other than in accordance with the procedures set forth in this document, any Form of Acceptance and/or the Russian Acceptance that is incomplete or incorrect, or to which the required documents are not attached, or that is received by the relevant recipient after the applicable cut-off time, or any Russian Acceptance in respect of which relevant Qualifying Lenta GDRs have not been delivered to Severgroup's Depo Account by the time that the Offer ceases to be open for acceptances, may, at Severgroup's sole discretion, be treated as invalid and be of no force and effect and may, at Severgroup's sole discretion, be returned to the relevant Lenta Securityholder, or Severgroup may request additional information or documentation in relation to any purported acceptance, Form of Acceptance and/or Russian Acceptance.
- (p) If you provide Severgroup with your personal data, including your name; sex; address; date and place of birth; citizenship; contact information; data from identification documents; and bank account details, Severgroup will use it for the purposes of this Offer, including to process your acceptance and to pay you consideration. In connection with these purposes, your personal data will be processed by the following parties and deleted once it is no longer needed:
  - (i) Severgroup LLC, located at 33, prospekt Pobedy, Cherepovets, Vologda region, Russia, 162614;
  - (ii) Citibank N.A, a company acting in Russia through its branch located at 6 Gasheka st, 3rd Floor, Moscow, Russia, 125047;
  - (iii) "Algorithm" Depositary LLC, located at 30 Mira street, Cherepovets city, Vologda region, Russia, 162600; and
  - (iv) Sberbank Rossii, Branch №8638, located at, 29 Boulevard Domenshchikov, 162610 Cherepovets, Vologda region, Russia.

By providing Severgroup with your personal data, including via a Form of Acceptance, you are indicating that you consent to Severgroup processing it for these purposes. You may withdraw your consent at any time, but if you do so Severgroup will not be able to process your acceptance or pay you.

If the General Data Protection Regulation 2016/679 applies, you have the right, in relation to your personal data, to:

- (i) request access, for it to be rectified, erased and/or transferred to another party, and for us to restrict Severgroup's processing of it; and
- (ii) complain to a data protection regulator regarding Severgroup's processing.

For more information regarding how Severgroup will process your personal data, contact the data controller, Severgroup at Inna Kalugina, Senior Legal Counsel, [io.kalugina@severgroup.ru](mailto:io.kalugina@severgroup.ru).

## 6. Overseas holders

- (a) The making of the Offer in, or to persons resident in, or to nationals or citizens of, jurisdictions outside the United Kingdom, Russia or the United States or to nominees of, or custodians or trustees for, citizens or nationals of other countries (*Overseas Securityholders*) may be prohibited or affected by the laws of the relevant jurisdictions. Such Overseas Securityholders should inform themselves about and observe any applicable legal requirements. No person receiving a copy of this document and/or a Form of Acceptance and/or a Russian Acceptance in any jurisdiction other than the UK, Russia or the United States may treat the same as constituting an invitation or offer to him, nor should he in any event use such Form of Acceptance if, in the relevant jurisdiction, such invitation or offer cannot lawfully be made to him or such Form of Acceptance and/or a Russian Acceptance cannot lawfully be used without contravention of any relevant or other legal requirements. In such circumstances, this document and/or Form of Acceptance and/or a Russian Acceptance are made available for information only. It is the responsibility of such Overseas Securityholder receiving a copy of this document and/or Form of Acceptance and/or a Russian Acceptance and wishing to accept the Offer to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, including obtaining any governmental, exchange control or other consents which may be required, or compliance with other necessary formalities needing to be observed and payment of any issue, transfer or other taxes or duties due in such jurisdiction. Any such Overseas Securityholder will be responsible for any such issue, transfer or other taxes or other payments by whomsoever payable and Severgroup (and any person acting on its behalf) shall be fully indemnified and held harmless by such Overseas Securityholder for any such issue, transfer or other taxes or duties as Severgroup (and any person acting on its behalf) may be required to pay.

**If you are an Overseas Securityholder and you are in doubt about your position, you should consult your independent professional adviser in the relevant jurisdiction.**

- (b) The Offer is being made into all jurisdictions where it is capable of being lawfully made in compliance with local laws. Unless otherwise determined by Severgroup, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any other means or instrumentality (including, without limitation, electronic mail, facsimile transmission, telex, telephone, internet or other forms of electronic communication) of foreign or interstate commerce of, or any facilities of a national, state or other securities exchange of, any Restricted Jurisdiction, and shall not be capable of acceptance by any such use, means, instrumentality or facility or from or within any Restricted Jurisdiction unless otherwise determined by Severgroup.

Accordingly, copies of this document and any related documentation are not being, and must not be, mailed or otherwise forwarded, distributed or sent in or into or from a Restricted Jurisdiction.

Persons receiving such documents (including without limitation, custodians, trustees and nominees) must not mail or otherwise forward, distribute or send them, directly or indirectly, in, into or from a Restricted Jurisdiction or use Restricted Jurisdiction mails or any such means or instrumentality or facility for any purpose, directly or indirectly, in connection with the Offer. Doing so may invalidate any purported acceptance of the Offer. Persons wishing to accept the Offer must not use such mails or any such means or instrumentality or facility directly or indirectly for any purpose directly or indirectly related to acceptance of the Offer.

Envelopes containing a Form of Acceptance should not be postmarked in a Restricted Jurisdiction or otherwise despatched from a Restricted Jurisdiction and all accepting Lenta Shareholders must provide addresses outside a Restricted Jurisdiction for the remittance of cash or for the return of the Form of Acceptance.

- (c) A Lenta Shareholder will be deemed not to have validly accepted the Offer if:
- (i) he puts “NO” in Box 4 of the Form of Acceptance and thereby does not give the representations and warranties set out in paragraph (b) of Part B of this Appendix I;
  - (ii) having inserted in or having completed Box 3 of the Form of Acceptance with a registered address in a Restricted Jurisdiction, he does not provide an address of a person or agent outside a Restricted Jurisdiction;
  - (iii) in any case, the Form of Acceptance received from him is received in an envelope postmarked in, or which otherwise appears to Severgroup or its agent to have been sent from, a Restricted Jurisdiction; or

- (iv) he inserts in Box 6 of the Form of Acceptance a telephone number in a Restricted Jurisdiction.
- (d) Severgroup reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraph (b) of Part B of this Appendix I could have been truthfully given by the relevant Lenta Shareholder and, if such investigation is made and, as a result, Severgroup cannot satisfy itself that such representation and warranty was true and correct, the acceptance shall not be valid.
- (e) If, in connection with the making of the Offer, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance, a Russian Acceptance or any related offering documents, in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including without limitation, facsimile transmission, telephone or internet) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction in connection with such forwarding, such person should:
  - (i) inform the recipient of such fact;
  - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
  - (iii) draw the attention of the recipient to this paragraph 6.

**Any acceptance of the Offer by Lenta Shareholders who are unable to give the representations and warranties set out in paragraph (b) of Part B of this Appendix I is liable to be disregarded.**

- (f) Severgroup reserves the right, in its absolute discretion, to treat any acceptance as invalid if it believes that such acceptance may violate applicable legal or regulatory requirements.
- (g) These provisions and any other terms of the Offer relating to Overseas Securityholders may be waived, varied or modified as regards specific Lenta Securityholders or on a general basis by Severgroup in its absolute discretion. Subject thereto, the provisions of this paragraph 6 supersede any terms of the Offer inconsistent with them. References in this paragraph 6 to a Lenta Shareholder include references to the person or persons executing a Form of Acceptance and, if more than one person executes the Form of Acceptance, the provisions of this paragraph 6 shall apply to them jointly and severally.
- (h) Severgroup reserves the right to notify any matter, including the making of the Offer, to all or any Lenta Securityholders:
  - (i) with a registered address outside the United Kingdom; or
  - (ii) whom Severgroup knows to be a custodian, trustee or nominee holding Lenta Securities for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom,

by announcement in the United Kingdom through a Regulatory Information Service or in any other appropriate manner or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have been sufficiently given, despite any failure by any such Lenta Securityholder to receive or see that notice. A reference in this document to a notice or the provision of information in writing by or on behalf of Severgroup is to be construed accordingly. No such document shall be sent, delivered or otherwise made available to an address in a Restricted Jurisdiction.

## **7. Holders of Lenta GDRs**

The above provisions of this Part A of Appendix I will apply in respect of all Lenta Securities, including Lenta GDRs, unless the context otherwise requires. The following terms and conditions will also apply specifically to Lenta GDRs and Lenta GDR Holders, unless the context otherwise requires, in respect of the Offer:

### *Notices and documents*

- (a) Although no revision is envisaged, if the Offer is revised as set out in paragraph 1(a) of Part A of this Appendix I, Severgroup will notify the Tender Agent and the Tender Agent will make available the revised offer document to DTC, Euroclear and Clearstream, each of which will provide a summary of the revised terms to its respective participants.
- (b) If Severgroup intends to close the Offer, as set out in paragraph 1 of Part A of this Appendix I, Severgroup will notify the Tender Agent and the Tender Agent will deliver such written notice to DTC, Euroclear and Clearstream, each of which will, in turn, provide such notice to its respective participants.
- (c) If Severgroup makes any announcement as described in paragraph 3 of Part A of this Appendix I, Severgroup will notify the Tender Agent and the Tender Agent will deliver such written notice to DTC, Euroclear and Clearstream, each of which will, in turn provide such notice to its respective participants.

*Revised Offer*

- (d) In circumstances in which the deemed acceptance and/or election referred to in paragraph 4(a) of Part A of this Appendix I applies, a Lenta GDR Holder who has given instructions to the Tender Agent to procure acceptance of the Offer in relation to his Lenta GDRs shall be known as a “previous instructor”. The terms set out above in paragraph 4(a) of Part A of this Appendix I shall apply, *mutatis mutandis*, to any instruction given by a previous instructor to the Tender Agent to procure acceptance of the Offer in relation to his Lenta GDRs.
- (e) Subject to paragraphs 4(c) and 7 of Part A of this Appendix I, Severgroup and the Tender Agent reserve the right to treat an instruction from a Lenta GDR Holder to the Tender Agent relating to the Offer (in its original or any previously revised form(s)) which is received (or dated) after the announcement or issue of any revised offer as a valid instruction to the Tender Agent to procure acceptance of the revised offer in relation to his, her or its Lenta GDRs (and, where applicable, a valid election for the alternative forms of consideration). Such instruction will constitute an authority in the terms of paragraph 4(a) of Part A of this Appendix I, *mutatis mutandis*, on behalf of the relevant Lenta GDR Holders.
- (f) Words and expressions defined in this document have the same meanings when used in the instructions to the Tender Agent unless the context requires otherwise. The provisions of this Part A of Appendix I shall be deemed to be incorporated into, and form part of, the Russian Acceptance and instructions to the Tender Agent to the extent applicable.
- (g) If the expiry date of the Offer is extended, a reference in an instruction to the Tender Agent and/or notice to Lenta GDR Holders to the “Closing Date” will (except where the context requires otherwise) be deemed to refer to the expiry date of the Offer as so extended.
- (h) No acknowledgement of receipt of instruction to the Tender Agent, communication or notice will be given by or on behalf of Severgroup.
- (i) Notwithstanding any other provision of Part A of this Appendix I, Severgroup reserves the right to treat as valid, in whole or in part, any Russian Acceptance or any instruction by a Lenta GDR Holder to the Tender Agent to procure acceptance of the Offer in relation to his Lenta GDRs which is not entirely in order or in correct form or (if applicable) which is not accompanied by the delivery of such Lenta GDRs into the Tender Offer Account or is received by it at any place or places or in any form or manner otherwise than as set out in this document. In that event, no payment of cash will be made until after the instruction is entirely in order and the delivery of such Lenta GDRs into the Tender Offer Account has been effected.
- (j) The instructions to the Tender Agent and all action taken or made or deemed to be taken or made by a Lenta GDR Holder or the Tender Agent pursuant to any of the provisions of this document and the relationship between a Lenta GDR Holder and the Tender Agent are governed by, and will be construed in accordance with, the laws of the British Virgin Islands. Submission by a Lenta GDR Holder of an instruction to the Tender Agent constitutes his agreement that the Courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute arising in connection with the creation, validity, effect, interpretation or performance of, or the legal relations established by his agreement with the Tender Agent and under the provisions of this document, or otherwise arising in connection with his agreement with the Tender Agent.

- (k) Any Russian Acceptance and all actions taken or made or deemed to be taken or made by a Russian Lenta GDR Holder pursuant to any of the provisions of this document and the relationship between a Lenta GDR Holder and Severgroup shall be governed by, and will be construed in accordance with, the laws of the British Virgin Islands. Delivery by a Russian Lenta GDR Holder of a Russian Acceptance constitutes its agreement that the Courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute arising in connection with the creation, validity, effect, interpretation or performance of, or any rights and obligations arising from the Russian Acceptance and the Offer.
- (l) Each Lenta GDR Holder who gives an instruction to the Tender Agent irrevocably undertakes, represents, warrants and agrees to and with the Tender Agent and Severgroup (so as to bind it, its personal or legal representatives, heirs, successors and assigns) that the provisions of this Appendix I shall apply, *mutatis mutandis*, to the instruction and in respect of its Lenta GDRs which are the subject of the instruction. Each Russian Lenta GDR Holder who delivers a Russian Acceptance irrevocably undertakes, represents, warrants and agrees to and with Severgroup (so as to bind it, its personal or legal representatives, heirs, successors and assigns) that the provisions of this Appendix I shall apply, *mutatis mutandis*, to its Qualifying Lenta GDRs which are the subject of the Russian Acceptance. Without limitation, each such Lenta GDR Holder irrevocably represents and warrants to the Tender Agent and Severgroup, and each such Russian Lenta GDR Holder irrevocably represents and warrants to Severgroup, that such Lenta GDR Holder or Russian Lenta GDR Holder:
- (i) has not, directly or indirectly, received or sent copies or originals of this document or any related document in, into or from a Restricted Jurisdiction;
  - (ii) has not utilised, in connection with the Offer or his instruction, directly or indirectly, the mails or any means or instrumentality (including, but not limited to, electronic mail, facsimile transmission, telephone, telex, internet or other forms of electronic communication) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction;
  - (iii) has observed the laws and regulatory requirements of their jurisdiction in relation to the Offer and their instruction, obtained all requisite governmental, exchange control and other consents, complied with all necessary formalities and paid any issue, transfer or other taxes or other requisite payments due in any such jurisdiction in connection with such instruction and has not taken or omitted to take any action that will or may result in Severgroup or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or their acceptance or instruction in relation thereto;
  - (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction; and
  - (v) has not executed in, or submitted from, a Restricted Jurisdiction any Form of Acceptance, any Russian Acceptance or any other documentation relating to the Offer.
- (m) Each Lenta GDR Holder who gives an instruction to the Tender Agent represents and warrants to the Tender Agent and Severgroup (so as to bind it, its personal or legal representatives, heirs, successors and assigns) that it is not a Russian Lenta GDR Holder, that it has full power and authority to tender, sell and deliver, and has not entered into any other agreement to tender, sell or deliver, the Lenta GDRs comprised or deemed to be comprised in such instruction and that such Lenta GDRs (and, so far as the relevant Lenta GDR Holder is aware, the Lenta Shares represented by such Lenta GDRs) will be delivered with full legal and beneficial title and are free and clear of any encumbrance and all other third party rights and restrictions of any kind.
- (n) Each Russian Lenta GDR Holder who delivers a Russian Acceptance represents and warrants to Severgroup (so as to bind it, its personal or legal representatives, heirs, successors and assigns) that it has full power and authority to tender, sell and deliver, and has not entered into any other agreement to tender, sell or deliver, the Qualifying Lenta GDRs comprised or deemed to be comprised in such Russian Acceptance and that such Qualifying Lenta GDRs are delivered with full legal and beneficial title and are free and clear from any encumbrance and all other third party rights and restrictions of any kind.

- (o) Severgroup reserves the right to introduce a new form of acceptance, including such changes as it considers reasonable, for the purpose of enabling the Tender Agent to procure the acceptance of the Offer following instructions from holders of Lenta GDRs.



**PART B**  
**FORM OF ACCEPTANCE**

This Part B applies only to Lenta Shares and Lenta Shareholders.

Each Lenta Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and delivered to the Tender Agent irrevocably undertakes, represents, warrants and agrees to and with Severgroup and the Tender Agent (so as to bind him, his personal or legal representatives, heirs, successors and assigns) to the following effect:

- (a) that the execution of the Form of Acceptance shall constitute:
- (i) an acceptance of the Offer in respect of the number of Lenta Shares inserted or deemed to be inserted in Box 1 of the Form of Acceptance; and
- (ii) an undertaking to execute any further documents and give any further assurances which may be required to enable Severgroup to obtain the full benefit of this Part B and/or to perfect any of the authorities expressed to be given in this Part B,

in each case on and subject to the terms and conditions set out or referred to in this document and in the Form of Acceptance and that each such acceptance shall be irrevocable provided that if (i) Box 1 or any other Box is not completed or (ii) the total number of Lenta Shares inserted in Box 1 is greater than the number of Lenta Shares comprised in the acceptance, but the Form of Acceptance is signed, it will be deemed to be an acceptance of the Offer in respect of all of the Lenta Shares comprised in the acceptance.

For the purposes of this Appendix I and the Form of Acceptance, the phrase “Lenta Shares comprised in the acceptance” shall mean the number of Lenta Shares inserted in Box 1 of the Form of Acceptance or if no number (or a number greater than the relevant Lenta Shareholder’s registered holding of Lenta Shares) is inserted, the greater of:

- (x) the relevant Lenta Shareholder’s entire holding of Lenta Shares as disclosed by the register of members made available to the Tender Agent prior to the time the relevant Form of Acceptance is processed by them; or
- (y) the relevant Lenta Shareholder’s entire holding of Lenta Shares as disclosed by the register of members made available to the Tender Agent by Lenta prior to the latest time for receipt of the Form of Acceptance;

- (b) unless “NO” is put in Box 4 of the Form of Acceptance, that such Lenta Shareholder:
  - (i) has not, directly or indirectly, received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into or from a Restricted Jurisdiction, has not utilised in connection with the Offer or the execution or delivery of the Form of Acceptance, directly or indirectly, the mails or any means or instrumentality (including, without limitation, facsimile transmission, telephone or internet) of interstate or foreign commerce of, or any facilities of a national securities exchange of, a Restricted Jurisdiction;
  - (ii) if an Overseas Securityholder, has observed the laws of the relevant jurisdiction, obtained all requisite governmental, exchange control and other required consents, complied with all necessary formalities and paid any issue, transfer or other taxes or other requisite payments due in any such jurisdiction in connection with such acceptance and has not taken or omitted to take any action that will or may result in Severgroup or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance thereof;
  - (iii) is accepting the Offer from outside a Restricted Jurisdiction and has not executed, mailed or sent the Form of Acceptance in or from a Restricted Jurisdiction; and
  - (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction;

- (c) that the execution of the Form of Acceptance and its delivery to the Tender Agent constitutes the irrevocable and separate appointment of each of Severgroup, or any person authorised by it, as such shareholder's attorney and/or agent (the *attorney*) and an irrevocable instruction and authorisation to the attorney:
  - (i) to complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the attorney in relation to the Lenta Shares referred to in paragraph (a) of this Part B in favour of Severgroup or such other person or persons as Severgroup or its agents may direct in connection with acceptance of the Offer;
  - (ii) to deliver such form(s) of transfer and/or other document(s) in the attorney's discretion for registration within six months of the Offer being closed; and
  - (iii) to execute all such other documents and do all such other acts and things as may in the attorney's opinion be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer pursuant to the Form of Acceptance and to vest the Lenta Shares referred to in paragraph (a) of this Part B in Severgroup or its nominee;
- (d) that, in relation to Lenta Shares, the execution of the Form of Acceptance and its delivery to the Tender Agent constitutes an irrevocable authority and request, subject to the provisions of paragraph 4 of Part A of this Appendix I:
  - (i) to Lenta or its agents to procure the registration of the transfer of those Lenta Shares referred to in paragraph (a) of this Part B pursuant to the Offer to Severgroup or as it may direct;
  - (ii) to Severgroup or its agents to procure the electronic despatch of the cash consideration to which an accepting Lenta Shareholder is entitled, at the risk of such shareholder, to the person or agent whose account details outside a Restricted Jurisdiction are set out in Box 5 of the Form of Acceptance;
  - (iii) that the execution of the Form of Acceptance and its delivery to the Tender Agent constitutes a separate authority to Severgroup within the terms of paragraph 4 of Part A of this Appendix I in respect of the Lenta Shares comprised in the acceptance;
- (e) that, subject to completion of the Offer and pending registration:
  - (i) Severgroup or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Lenta or of any class of its shareholders) attaching to any Lenta Shares in respect of which the Offer has been accepted or is deemed to have been accepted; and
  - (ii) the execution of a Form of Acceptance in respect of the Lenta Shares comprised in such acceptance:
    - (A) constitutes an authority to Lenta and its agents from such Lenta Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him/her as a member of Lenta to Severgroup at its registered office;
    - (B) constitutes an authority to Severgroup or any person appointed as such by Severgroup to sign any consent to short notice of a general or separate class meeting as his attorney and/or agent and on his/her behalf and/or to attend and/or execute a form of proxy in respect of such Lenta Shares appointing any person nominated by Severgroup to attend general and separate class meetings of Lenta (and any adjournments thereof) and to exercise the votes attaching to such shares on his/her behalf, where relevant; and
    - (C) will also constitute the agreement of such Lenta Shareholder not to exercise any of such rights without the consent of Severgroup and the irrevocable undertaking of such Lenta Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting,

save that this authority will cease to be valid if the Offer terminates;

- (f) that he/she is the sole legal and beneficial owner of the Lenta Shares in respect of which the Offer is accepted or deemed to be accepted or he/she is the legal owner of such Lenta Shares and he/she has the necessary capacity and authority to execute the Form(s) of Acceptance;
- (g) that the Lenta Shares in respect of which the Offer is accepted or deemed to be accepted are sold fully paid up and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them, including the right to receive and retain all dividends and distributions (if any) declared, made or paid after the date of this document;
- (h) that the terms and conditions of the Offer contained in this document shall be deemed to be incorporated in, and form part of, the Form of Acceptance which shall be read and construed accordingly;
- (i) that, if he/she accepts the Offer, he will do all such acts and things as shall be necessary or expedient to vest the Lenta Shares referred to in paragraph (a) of this Part B in Severgroup or its nominee(s);
- (j) that he/she agrees to ratify each and every act or thing which may be done or effected by Severgroup or the Tender Agent or any director of the Tender Agent or their respective agents or Lenta or its agents, as the case may be, in the exercise of any of his/her powers and/or authorities under this document;
- (k) that the execution of the Form of Acceptance constitutes his/her agreement to the terms of paragraphs 5(f) and 5(g) of Part A of this Appendix I;
- (l) that on execution the Form of Acceptance shall take effect as a deed; and
- (m) that if any provision of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford Severgroup or the Tender Agent or any director thereof the benefit or authority expressed to be given therein, he/she shall with all practicable speed do all such acts and things and execute all such documents as may be required to enable Severgroup and/or the Tender Agent and/or any director thereof to secure the full benefits of Part A and this Part B.

References in this Part B to a Lenta Shareholder shall include references to the person or persons executing a Form of Acceptance, and if more than one person executes a Form of Acceptance, the provisions of this Part B shall apply to them jointly and severally.

**PART C  
FORM OF RUSSIAN ACCEPTANCE**

<b>RUSSIAN ACCEPTANCE</b>	
<p>The provisions of the document titled All Cash Offer by Severgroup LLC for Lenta Ltd. dated 30 April 2019 (the “Offer”) are deemed to be incorporated in and form part of this Russian Acceptance</p> <p>Complete all applicable boxes and then sign below, which will constitute your acceptance of the Offer</p>	
<b>1</b>	<p><b>The number of Qualifying Lenta GDRs</b></p> <p>Insert the total number of your Qualifying Lenta GDRs in respect of which you wish to accept the Offer</p>
<b>2</b>	<p><b>Details of your current or settlement bank account where you wish to receive consideration in Russian Roubles for your Qualifying Lenta GDRs on the terms of the Offer (including beneficiary bank name, correspondent account No. and BIC (БИК))</b></p>
<b>3</b>	<p><b>Details of your current securities account with your Russian Depository (“depo” account) and name of your Russian Depository where you currently hold Qualifying Lenta GDRs and where Qualifying Lenta GDRs tendered by you will be returned if your acceptance is or becomes invalid in accordance with the terms of the Offer</b></p>
<b>4</b>	<p><b>Your details</b></p> <p><b>WITH RESPECT TO LEGAL ENTITIES:</b></p> <p><b>Name(s):</b></p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p><i>(Name(s) in accordance with the company charter, including form of incorporation and jurisdiction)</i></p> <p><b>Details of state registration:</b></p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p><i>(OGRN, INN, KPP, OKPO code, OKVED codes (for Russian legal entities); registration number (for foreign legal entities))</i></p> <p><b>Registered office details:</b></p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p><b>Telephone and fax numbers and e-mail address:</b></p>

	<p><b>WITH RESPECT TO INDIVIDUALS:</b></p> <p><b>Name(s):</b></p> <hr/> <p><i>(Name in full of individual shareholder)</i></p>
	<p><b>I.D. document:</b></p> <hr/> <p><i>(Name of document, series, number, issuing authority and date of issue of the document)</i></p>
	<p><b>Residential address (registration):</b></p> <hr/> <p><i>(Apt. No., street name and number, city, region, country, postal code)</i></p> <p><b>Postal address (mailing address):</b></p> <hr/> <p><b>Telephone number, fax number and e-mail address:</b></p> <hr/>
5	<p><b>Acceptance and signatures</b></p>
	<p><b>This Russian Acceptance and all actions taken or made or deemed to be taken or made by me/us pursuant to or in relation to it, and the relationship between me and Severgroup, shall be governed by, and will be construed in accordance with, the laws of the British Virgin Islands. Delivery by me/us of this Russian Acceptance constitutes my/our agreement that the Courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute arising in connection with the creation, validity, effect, interpretation or performance of, or any rights and obligations arising from the Russian Acceptance and the Offer.</b></p> <p><b>By executing this Russian Acceptance I/we will be deemed to be bound by, and have accepted, the Offer in respect of such number of Qualifying Lenta GDRs as indicated above.</b></p>
	<p><b>EXECUTION BY A LEGAL ENTITY:</b></p> <p><b>Signed and delivered by:</b></p> <p>Signature(s):</p> <hr/> <p>Name in full of (i) the company officer acting on behalf of your legal entity without power of attorney and position in accordance with the charter, or (ii) the authorized representative acting on behalf of your company on the basis of a power of attorney:</p>

	<hr/> <p><b>Acting on the basis of:</b></p> <hr/> <p><i>(Type, number and date of issue of document confirming the authority of the authorized representative acting on your behalf)</i></p> <hr/> <p>Company seal (if applicable):</p>
	<hr/> <p><b>Date:</b></p>
	<p><b>EXECUTION BY INDIVIDUALS:</b></p> <p><b>Signed and delivered by:</b></p> <p>Signature:</p> <hr/> <p>Your name in full or name of your authorized representative acting on your behalf</p> <hr/> <p>Acting on the basis of (if authorized representative acting on your behalf):</p> <hr/>

(Type, number and date of issue of document confirming the authority of the authorized representative acting on your behalf)

Date:

Address and Postcode:



Consent to personal data processing by individuals<sup>1</sup>:

#### CONSENT TO PERSONAL DATA PROCESSING

DATE: \_\_\_\_\_

I, \_\_\_\_\_, passport No. \_\_\_\_\_, issued on \_\_\_\_\_ by \_\_\_\_\_, [sub-division code \_\_\_\_\_], [date of expiry: \_\_\_\_\_, registered at: \_\_\_\_\_], hereby give my consent (the **Consent**) to

a) Severgroup LLC, located at 33, prospekt Pobedy, Cherepovets, Vologda region, Russia, 162614;

b) Citibank N.A, a company acting in Russia through its branch located at 6 Gasheka st, 3rd Floor, Moscow, Russia, 125047;

c) "Algorithm" Depository LLC, located at 30 Mira street, Cherepovets city, Vologda region, Russia, 162600; and

d) Sberbank Rossii, Branch №8638, located at, 29 Boulevard Domenshchikov, 162610 Cherepovets, Vologda region, Russia

(jointly referred to as the **Operators**)

for any actions (operations) or combination of actions (operations) carried out, both automatically and manually, including obtaining, recording, organising, accumulating, storing, adjusting (updating, modifying), transferring, extracting, using, anonymising, blocking, deleting and destroying (the **Processing**), in relation to my personal data

#### СОГЛАСИЕ НА ОБРАБОТКУ ПЕРСОНАЛЬНЫХ ДАННЫХ

ДАТА: \_\_\_\_\_

Я, \_\_\_\_\_, паспорт номер \_\_\_\_\_, выдан в дату \_\_\_\_\_ органом \_\_\_\_\_, [код подразделения \_\_\_\_\_], [действителен по \_\_\_\_\_], зарегистрирован[ый] / [ая] по адресу: \_\_\_\_\_, даю согласие (далее – «**Согласие**»)

a) Обществу с ограниченной ответственностью «Севергрупп», с адресом места нахождения: Российская Федерация, 162614, Вологодская область, Череповец, Проспект Победы, д. 33;

b) Citibank N.A, компании, действующей в России через филиал, расположенный по адресу: Российская Федерация, 125047, Москва, улица Гашека, д. 6, 3-й этаж;

c) Обществу с ограниченной ответственностью «Депозитарий «Алгоритм» с адресом места нахождения: Российская Федерация, 162600, Вологодская область, город Череповец, улица Мира, дом 30, и

d) Отделению банка «Сбербанк России» - Доп.офис №8638, с адресом места нахождения: Россия, Вологодская область, 162610, г. Череповец, бульвар Доменщиков 29

(далее совместно именуемым «**Операторы**»)

на любые действия (операции) или совокупность действий (операций), совершаемые с использованием средств автоматизации или без использования таких средств, включая сбор, запись, систематизацию, накопление, хранение, уточнение (обновление, изменение), передачу, извлечение, использование, обезличивание, блокирование, удаление, уничтожение (далее – «**Обработка**»)

<sup>1</sup> Persons signing on behalf of legal entities are not required to sign the consent

listed below:

- a) full name and surname;
- b) sex;
- c) registered address and postal address (mailing address);
- d) date and place of birth;
- e) citizenship;
- f) contact information (including, my personal phone numbers and email addresses);
- g) data from identification documents;
- h) data on the total number of Qualifying Lenta GDRs in respect of which the Acceptance is made;
- i) data on bank accounts that can be used by the Operator in order to pay the consideration for Qualifying Lenta GDRs in my favour; and
- j) other personal data contained in this Acceptance,

(the *Personal Data*).

I hereby also give my consent to the Operators to the transfer of my Personal Data between all the Operators. I also give my consent to each of the Operators for receiving my Personal Data from any other Operator by way of using any means relevant for the Personal Data transfer. I confirm that I am notified that an Operator may obtain my Personal Data from another Operator.

In case of my Personal Data transfer between the Operators, the proposed users of my Personal Data will be the employees of the Operators.

In case of my Personal Data transfer between the Operators, the transferring party shall be the Personal Data source for the party obtaining the Personal Data. This Consent shall be the legal ground for the Personal Data Processing.

The Operators shall Process the Personal Data in order to to ensure fulfillment of the Offer.

I confirm that I am aware of my below rights as the Personal Data subject, including in particular:

- right to have an access to my Personal Data as provided by Article 14 of the Federal Law No. 152-FZ On Personal Data dated 27 July 2006;

следующих моих персональных данных:

- a) фамилия, имя отчество;
- b) пол;
- c) адрес по месту регистрации и адрес для направления почтовых отправлений;
- d) дата и место рождения;
- e) гражданство (подданство);
- f) контактная информация (в том числе, мои личные телефонные абонентские номера, личные адреса электронной почты);
- g) сведения, содержащиеся в документах, удостоверяющих личность;
- h) сведения об общем количестве Qualifying Lenta GDRs, в отношении которого направлен настоящий акцепт;
- i) сведения о банковских счетах, которые могут быть использованы Оператором для выплаты мне вознаграждения за Qualifying Lenta GDRs; и
- j) иные персональные данные, содержащиеся в настоящем акцепте,

(далее – «*Персональные данные*»).

Настоящим я также даю Операторам согласие на передачу моих Персональных данных между всеми Операторами. Я также даю согласие каждому Оператору на получение моих Персональных данных от любого другого Оператора с использованием любых средств, применяемых для передачи Персональных данных. Я подтверждаю, что я уведомлен о возможном получении моих Персональных данных одним Оператором от другого Оператора.

В случае передачи моих Персональных данных между Операторами предполагаемыми пользователями моих Персональных данных будут являться работники Операторов.

В случае передачи моих Персональных данных между Операторами передающая сторона является источником Персональных данных для стороны, получающей Персональные данные. Правовым основанием для Обработки Персональных данных является настоящее Согласие.

Обработка Персональных данных осуществляется Операторами с целью исполнения условий оферты.

Я подтверждаю, что ознакомлен с приведенным ниже перечнем моих прав как субъекта Персональных данных, включающих, в частности:

- право на доступ к моим Персональным данным в соответствии с положениями статьи 14 Федерального закона от 27 июля 2006 года № 152-ФЗ «О персональных данных»;



- right to a prohibition on usage of my Personal Data for the purposes of promotion of goods and services on the market and for the purposes of political advocacy without my prior consent and a right to demand this usage being ceased;
  - rights connected with the Operators's decisions based exclusively on automated Processing of my Personal Data; and
  - right to appeal against the Operator's wrongful actions or omissions while Processing my Personal Data.
- право на запрет на использование моих Персональных данных в целях продвижения товаров, работ, услуг на рынке, а также в целях политической агитации без моего согласия, а также право требовать прекращения такого использования;
  - права, вытекающие из принятия Работодателем и Операторами решений на основании исключительно автоматизированной Обработки моих Персональных данных; и
  - право на обжалование неправомерных действий или бездействия Работодателя и Операторов при Обработке моих Персональных данных.

The Consent comes into legal force from the date it is signed and is valid until the purpose for the Personal Data Processing is achieved.

Согласие вступает в силу со дня его подписания и действует до достижения целей Обработки Персональных данных.

The Consent may be withdrawn by sending a written notice to the Operator at least 30 calendar days in advance of the proposed Consent revocation date. I agree that, during the specified notice period, the Operator is not obliged to cease the Personal Data Processing and to destroy the Personal Data. The Personal Data shall be destroyed within 30 calendar days of revocation of the Consent.

Согласие может быть отозвано в любое время путем направления Оператору письменного уведомления не менее чем за 30 календарных дней до предполагаемой даты отзыва настоящего Согласия. Я согласен с тем, что в течение указанного срока Оператор не обязан прекращать обработку Персональных данных и уничтожать Персональные данные. Персональные данные должны быть уничтожены в течение 30 календарных дней после отзыва мной Согласия.

The Consent is given by me, of my own free will and in my own interests.

Настоящее Согласие дано мною свободно, моей волей и в моем интересе.

FULL NAME: \_\_\_\_\_ / ФИО: \_\_\_\_\_

\_\_\_\_\_  
*Signature / Подпись*

## **APPENDIX II FINANCIAL AND RATINGS INFORMATION**

### **Financial information relating to Lenta**

The following sets out financial information in respect of Lenta. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference:

- the audited consolidated financial statements of Lenta for the financial year ended 31 December 2018 are available from Lenta's website at [www.lentainvestor.com/en/investors/performance/ifrs-statements](http://www.lentainvestor.com/en/investors/performance/ifrs-statements);
- the audited consolidated financial statements of Lenta for the financial year ended 31 December 2017 are set out on pages 98 to 144 (both inclusive) of Lenta's annual report for the financial year ended 31 December 2017 available from Lenta's website at [www.lentainvestor.com/en/investors/annual-reports](http://www.lentainvestor.com/en/investors/annual-reports); and
- the audited consolidated financial statements of Lenta for the financial year ended 31 December 2016 are set out on pages 92 to 140 (both inclusive) of Lenta's annual report for the financial year ended on 31 December 2016 available from Lenta's website at [www.lentainvestor.com/en/investors/annual-reports](http://www.lentainvestor.com/en/investors/annual-reports); and
- copies of any interim statements and preliminary announcements made by Lenta since the date of its last published audited accounts are available from Lenta's website at <http://www.lentainvestor.com/en/investors>.

### **Lenta ratings information**

Moody's Investors Service has assigned Lenta a Corporate Family Rating of Ba3/Stable; Standard & Poors has assigned Lenta a Corporate Credit Rating of BB-/Stable.

### **No incorporation of website information**

Save as expressly referred to herein, neither the content of Lenta's website, nor the content of any website accessible from hyperlinks on Lenta's website, is incorporated into, or forms part of, this document.

**APPENDIX III  
ADDITIONAL INFORMATION**

**1. Market Quotations**

Set out below are the closing prices of Lenta GDRs as derived from the Daily Official List of the London Stock Exchange on:

- (a) the first London Business Day of each of the six months immediately prior to the date of this document;
- (b) 26 March 2019 (the last London Business Day before the first announcement by Lenta regarding the possibility of the Offer being made); and
- (c) 29 April 2019 (the latest practicable date before the date of this document):

<u>Date</u>	<u>Lenta GDRs (US\$)</u>
29 April 2019	3.585
1 April 2019	3.380
26 March 2019	3.325
1 March 2019	2.930
1 February 2019	3.035
2 January 2019	3.310
3 December 2018	3.585
1 November 2018	3.610

**2. Total Lenta Shares**

The value attributed to the existing issued and to be issued shares of Lenta is based upon: the 97,508,265 Lenta Shares in issue on 29 April 2019 less 910,522 Lenta shares held as treasury shares (in the form of GDRs) on such date and the up to 838,359 Lenta Shares that may be issued in the future under the Lenta employee share incentive programme.

**3. Directors**

Severgroup does not have a board of directors. The registered office of Severgroup is 33, prospekt Pobedy, Cherepovets, Vologda region, Russia, 162614.

The Directors of Lenta and their respective functions are as follows:

John Oliver – Chairman  
Herman Tinga – CEO  
Steve Johnson – Senior Independent Director  
Michael Lynch-Bell – Director  
Rud Pedersen – CFO  
Julia Solovieva – Director  
Dmitry Shvets – Director  
Martin Elling – Director  
Steven Hellman – Director

Messrs Oliver, Shvets, Elling and Hellman are resigning from the Lenta Board of Directors on the date of this document.

The registered office of Lenta and the business address of each of the directors is c/o Tricor Services (BVI) Limited, PO Box 3340, Road Town, Tortola, British Virgin Islands.

## APPENDIX IV DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise.

“acting in concert”	has the meaning given in the City Code
“Algorithm”	“Algorithm” Depository LLC (ООО «Депозитарий «Алгоритм»»), a limited liability company incorporated and existing under the laws of the Russian Federation, registration number (ОГРН) 1083528007771, tax identification number (ИНН) 3528139976, depository activities license No 035-11641-000100 dated 9 October 2008, registered address: 30 Mira street, Cherepovets city, Vologda region, Russia, 162600 (Российская Федерация, 162600, Вологодская область, город Череповец, улица Мира, дом 30)
“Business Day”	a day (other than a Saturday or Sunday) on which commercial banks in the city or cities specified are open for ordinary banking business
“BVI”	the British Virgin Islands
“Citi”	Citigroup Global Markets Limited, financial adviser to Severgroup
“City Code”	the City Code on Takeovers and Mergers, as amended from time to time
“Clearstream”	Clearstream Banking, societe anonyme;
“Daily Official List”	the Daily Official List of the London Stock Exchange
“Depo Account”	the depo account of an owner ( <i>schet depo vladeltsa</i> in Russian) or depo account of a trust manager ( <i>schet depo doveritelnogo upravlyayuschego</i> in Russian) of securities opened with a Russian Depository in the name of the relevant Russian Lenta GDR Holder
“Deposit Agreement”	the deposit agreement relating to global depository receipts in respect of equity shares of Lenta dated 28 February 2014 between Lenta and Deutsche Bank Luxembourg S.A.
“Depository”	Deutsche Bank Luxembourg S.A.
“Directors of Lenta” or “Lenta Directors”	the directors of Lenta from time to time
“DTC”	Depository Trust Company
“EBRD”	the European Bank for Reconstruction and Development, an international organisation formed by treaty and operating through its office at One Exchange Square, London, EC2A 2JN
“EBRD Director”	the Lenta director nominated for appointment to the Lenta Board by EBRD (being Martin Elling)
“EBRD GDRs”	the Lenta GDRs agreed to be purchased by Severgroup under the EBRD SPA

“EBRD SPA”	the conditional share purchase agreement dated 1 April 2019 entered into between Severgroup and EBRD under which EBRD has agreed to sell, and Severgroup has agreed to purchase, 36,076,870 Lenta GDRs representing 7,215,374 Lenta Shares on the terms and subject to the conditions of the EBRD SPA
“Euroclear”	Euroclear S.A./N.V.
“FCA”	the UK Financial Conduct Authority
“First Closing Date”	21 May 2019
“Form” or “Form of Acceptance”	the form of acceptance and authority relating to the Offer, which may only be completed by holders of Lenta Shares
“interest(s) in Lenta Shares”	has the meaning given under “Holder” in the Lenta Articles, which refers to the meaning given in the City Code, and “interest(s) in Lenta Shares” also includes interest(s) in Lenta GDRs (or any other depositary receipts relating to Lenta Shares and option rights relating to Lenta Shares or other interests in Lenta Shares (including depositary interests relating to Lenta Shares))
“J.P. Morgan”	J.P. Morgan Securities plc, financial adviser to Lenta
“Lenta”	Lenta Ltd., a company organised and existing under the laws of the British Virgin Islands with company number 1058643
“Lenta Articles”	the memorandum and articles of association of Lenta
“Lenta Board”	the board of directors of Lenta
“Lenta GDRs”	global depositary receipts representing Lenta Shares
“Lenta GDR Holders”	the registered holders of Lenta GDRs from time to time
“Lenta Group”	Lenta and its subsidiaries
“Lenta Independent Directors”	the directors of Lenta, excluding the Luna Directors and the EBRD Director
“Lenta Securities”	Lenta Shares and Lenta GDRs
“Lenta Securityholders”	Lenta Shareholders and Lenta GDR Holders
“Lenta Shareholders”	the registered holders of Lenta Shares from time to time
“Lenta Shares”	(a) the existing unconditionally allotted or issued and fully paid ordinary shares of no par value in Lenta; and (b) any further ordinary shares of no par value in Lenta which are unconditionally allotted or issued and fully paid before the date on which the Offer closes
“Listed Person”	(a) any person identified in any list of sanctioned

persons maintained by (i) the United States government, including the United States Department of Treasury, Office of Foreign Assets Control (“OFAC”), the United States Department of Commerce, Bureau of Industry and Security (“BIS”), or the United States Department of State; (ii) the government of the United Kingdom, including HM Treasury; (iii) the European Union or (iv) the Russian Federation; or (b) any person controlled by a person indicated in (a) above or any person the share capital of which is 50 per cent. or more owned directly or indirectly by a person indicated in (a) above; or (c) any person acting for the benefit or on behalf of a person indicated in (a) or (b) above

“London Stock Exchange”	London Stock Exchange plc
“Luna”	Luna, Inc., an exempted company incorporated under the laws of the Cayman Islands
“Luna Directors”	the Lenta directors nominated for appointment to the Lenta Board by Luna (being John Oliver, Dmitry Shvets and Steven Hellman)
“Luna GDRs”	the Lenta GDRs agreed to be purchased by Severgroup under the Luna SPA
“Luna SPA”	the conditional share purchase agreement dated 1 April 2019 entered into between Severgroup and Luna under which Luna has agreed to sell, and Severgroup has agreed to purchase, 166,383,595 Lenta GDRs representing 33,276,719 Lenta Shares on the terms and subject to the conditions of the Luna SPA
“Offer”	the cash offer being made by Severgroup to acquire the Lenta Securities on the terms set out in this document including, where the context so requires, any subsequent revision, variation, extension, or renewal of such offer
“Offer Document” or “document”	this document
“Offer Period”	the period commencing on 27 March 2019 (being the date on which the possibility of the Offer being made was first announced by Lenta) and ending at 1.00 p.m. (London time) on the First Closing Date or, if the Offer is extended in accordance with the terms of the Offer, the date on which the Offer ceases to be open for acceptances in accordance with the terms of the Offer
“Offer Price”	US\$18.00 per Lenta Share or US\$3.60 per Lenta GDR (with respect to those Lenta GDR Holders who are Russian Residents, payable in Russian Roubles at the exchange rate of US dollars to Russian Roubles established by the Central Bank of the Russian Federation as at the relevant payment date)
“Official List”	the Official List of the FCA

“Overseas Securityholders”	Lenta Securityholders (or nominees of, or custodians or trustees for Lenta Shareholders) not resident in or citizens of the United Kingdom, Russia or the United States
“PRA ”	the UK Prudential Regulatory Authority
“Pre-Condition”	(a) all conditions to completion of the sale and purchase of the Lenta GDRs contemplated by the Luna SPA having been satisfied or waived (and the Luna SPA has not been terminated), and (b) the process for completion and settlement under the Luna SPA having commenced, in each case in accordance with the terms of the Luna SPA
“Qualifying Lenta GDRs”	Lenta GDRs held by Russian Residents
“Regulatory Information Service”	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Lenta Securityholders in that jurisdiction
“Russian Acceptance”	an acceptance of the Offer by a Russian Lenta GDR Holder in the form set out in Part C of Appendix I to this document
“Russian Depository”	means any legal entity licensed to provide in the Russian Federation depository services in relation to securities
“Russian Lenta GDR Holders”	Lenta GDRs Holders who are Russian Residents
“Russian Residents”	has the meaning defined in the Russian currency control laws, and includes among others Russian citizens, legal entities incorporated in Russia and foreign citizens and stateless persons permanently residing in Russia under residence permit
“Sanctioned Country”	any country or territory with which dealings are broadly restricted or prohibited by any Sanctions Laws (as of the date hereof, Crimea, Cuba, Iran, North Korea, and Syria)
“Sanctioned Person”	(a) any Listed Person; (b) any person located, organised, or resident in any Sanctioned Country; or (c) any person with whom dealings otherwise are restricted or prohibited under any Sanctions Laws, provided in each case that a person shall not be deemed to be a Sanctioned Person if no Sanctions Law would prohibit or deem subject to adverse consequences any transactions contemplated by the Offer, its acceptance and the payment of consideration to a tendering Lenta Securityholder in which such person participates, assuming such Sanctions Law were applicable to all transactions related to this document and the persons conducting such transactions



“Sanctions Invalidation”

if any Lenta Securityholder who would otherwise be entitled to tender its Lenta Securities under the Offer is or becomes a Sanctioned Person, then any purported acceptance of the Offer by such Lenta Securityholder will be deemed to be (or, if such acceptance has already been made at the time, shall automatically become with effect from the date of such event) invalid and no transfer of Lenta Securities to Severgroup by such Lenta Securityholder and no settlement of consideration to which such Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case the relevant Lenta Securities shall remain the property of the relevant Lenta Securityholder), but the Offer shall otherwise remain in full force and effect

“Sanctions Laws”

all laws of the following jurisdictions: (a) the United States, (b) the European Union (and each constituent jurisdiction thereof), (c) the United Kingdom, (d) the British Virgin Islands or (e) the Russian Federation, concerning embargoes, economic sanctions, export restrictions, the ability to make or receive international payments, the ability to engage in international transactions, or the ability to take an ownership interest in assets located in a foreign country, including without limitation all laws adopted by the relevant jurisdiction’s governmental entities relating to the same or similar subject matter as such laws and regulations administered by OFAC, BIS, or the U.S. Department of State (or their respective successors)

“Sanctions Termination”

if: (a) Severgroup, any parent undertaking (as such term is defined under the UK Companies Act 2006) of Severgroup, or the ultimate controlling person of Severgroup becomes a Sanctioned Person; or (b) the acceptance of the Offer, or the transfer of tendered Lenta Securities to Severgroup, or settlement of consideration to which tendering Lenta Securityholders are entitled under the Offer, would comprise a violation of, or conduct subject to adverse consequences under, any Sanctions Law by any person (except where any tendering Lenta Securityholder is or becomes a Sanctioned Person), then (in either case), with effect from the date of such event, the Offer shall automatically terminate in its entirety and no transfer of any tendered Lenta Securities to Severgroup and no settlement of consideration to which any Lenta Securityholder would otherwise be entitled under the Offer shall be made (in which case any tendered Lenta Securities shall remain the property of the relevant tendering Lenta Securityholders)

“Severgroup”

Severgroup LLC, main state registration number (OGRN) 1023501241950, incorporated in Russia with registered address at 33, prospekt Pobedy, Cherepovets, Vologda region, Russia, 162614

“Severgroup Group”	Severgroup and its subsidiaries
“SPA GDRs”	the Luna GDRs and the EBRD GDRs
“SPAs”	the Luna SPA and the EBRD SPA
“Tender Agent”	Citibank N.A., London Branch, a national banking association established under the laws of the United States of America, acting through the Agency & Trust business of its London branch at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB and registered in the companies register of England and Wales under no. BR001018, in its capacity as the tender agent appointed by Severgroup
“Tender Offer Account”	the separate account established by DTC in the name of the Tender Agent with respect to the Lenta GDRs held through DTC and designated for the purposes of the Offer
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“United States of America” or “United States” or “US”	the United States of America, its territories and possessions, any state of the United States and the District of Columbia
“US Exchange Act”	the US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder
“US Persons”	US persons as defined in Regulation S under the US Securities Act
“US Securities Act”	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder

All references to time in this document are to London time unless otherwise stated.

For the purposes of this document, “subsidiaries” has the meaning given in the UK Companies Act 2006.

All references to “**US dollar**” or “**US\$**” are to the lawful currency of the United States. All references to “**Russian Roubles**” are references to the lawful currency of the Russian Federation.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.