

## Information on the major transaction

In accordance with Article 79 of the Federal Law “On joint-stock companies” and Sub-item 25 Item 12.2 of Rosneft Charter the approval of certain major transactions is under the authority of the General Shareholders’ Meeting.

Item 16 of the Agenda of the General Shareholders’ Meeting (Voting Ballot No.11) is on the approval of the major transaction, consisting of the following interrelated transactions:

1. Loan Agreement (the Loan Agreement) between Rosneft Oil Company (Borrower) and China Development Bank (Creditor, Agent, Underwriter, Arranger) whereby China Development Bank shall provide a loan to Rosneft Oil Company on the following material terms:

- Total loan amount - 15 000 000 000 (fifteen billion) US dollars;
- Total loan availability period – 20 years from the first drawdown.
- Loan repayment terms – monthly in equal installments, upon expiry of 5 year grace period from the first drawdown to expiry of loan period.
- The interest period – 6 months before crude oil deliveries under the Crude Oil Delivery Agreement with CNPC as stated in item 7 below and 1 month – after such delivery start.
- Interest on Loan – LIBOR (for 6 months) plus margin established as follows:

LIBOR	Margin	Interest rate
LIBOR ≤2%	3.25%	3.25-5.25%
2.0%<LIBOR ≤2.5%	2.75%	4.75-5.25%
2.5%<LIBOR ≤3.0%	2.25%	4.75-5.25%
3.0%<LIBOR ≤3.5%	1.75%	4.75-5.25%
3.5%<LIBOR ≤4.0%	1.25%	4.75-5.25%
4.0%<LIBOR ≤4.5%	0.75%	4.75-5.25%
LIBOR>4.5%	0.60%	от 5.1 %

LIBOR means the estimate of US dollars 6-month interest rate by the British Banking Association, as stated on the respective Reuters page. If the page is replaced, or the service is unavailable, the Agent may specify another page or service, which provides the appropriate rate, after consulting with the borrower. Should such rate be unavailable, LIBOR shall be calculated as the simple average of rates (rounded towards higher value up to four decimals), as established by the Reference Banks (main London offices of HSBC Bank PLC, Citibank N.A. and Barclays Bank PLC) for the leading banks at London Interbank Exchange.

Should the rate be unavailable for the respective period, and none of the Reference Banks has presented the reference rate, or such rate is presented to the Agent by only one reference bank, the interest rate for the respective period shall be therefore established as:

- the annual interest rate equal to the sum of margin and rate as stated by creditor as soon as possible, prior to the interest payment time, with such rate reflecting the cost of financing by such creditor in the form of the annual interest rate of participation interest in the tranche within the period of interest accrual, with the involvement of funds from any other source at the creditor's disposal, or
  - the rate established as a result of application of the alternative method of interest rate calculation, as may be agreed between the borrower and the creditor.
- the value (cash equivalent) of the Loan Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009) based on the fact that with the average estimated (LIBOR + margin) loan interest rate of 5,69% per annum, the total amount of payments (principal and interest) for the 20-year term will be approximately \$25,9 billion US;
  - The agreement assumes a possibility of the respective parties and specified entities assignees and successors participation in the Loan Agreement and respective transaction documents (documents on financing and crude oil sale/purchase agreement);

**2. Assignment Agreement, whereby Rosneft (as Assignor) assigns partial revenue recovery right with respect to crude oil sales under the Crude Oil Delivery Agreement between Rosneft and CNPC to China Development Bank (Underwriter and Assignee) In order to secure Rosneft Oil Company obligations under the Loan Agreement and associated financing agreements at the following material terms:**

- assigned rights amount - 120% of the monthly sum payable under the Loan Agreement as principal and interest;
- term - until complete fulfillment of obligations by Rosneft under the said Loan Agreement and related financing documents;
- the value (cash equivalent) of the Assignment Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009) as not exceeding the amount of Rosneft obligations under the Loan Agreement as per item 1 above, based on the amount of assigned rights as 120% of the sum payable under the Loan Agreement as principal and interest. (With that, regardless of association of the Assignment Agreement with the transactions stated in 1, 3 – 6 hereof, in order to establish the price (cash value) of the aggregate of associated transactions, the value of assigned rights may not be added up with the value (cash equivalent) of the said transactions, since, based on the security nature of the Assignment Agreement, the amounts charged under the Agreement will respectively cover Rosneft obligations under the Loan Agreement);
- The agreement assumes a possibility of the respective parties and specified entities assignees and successors participation in the Loan Agreement and respective transaction documents;

**3. Account Charge Agreement between Rosneft Oil Company (Pledger), OJSC Bank VTB, acting as the Agent of Rosneft Oil Company (Pledger) and China Development Bank (as the Underwriter and Settlement Bank) (Pledge Holder), whereby Rosneft and OJSC VTB Bank make a pledge in favor of China Development Bank (as the Security Agent) of a portion of cash funds (at least 120% of the total amount of principal, interest, and other charges under the Loan Agreement payable in the respective month), remitted under the Crude Oil Delivery Contract between Rosneft and CNPC as stated in item 7 hereof, to OJSC VTB Bank correspondent account opened in China Development Bank (and in case of default under the Loan Agreement – all of such**

cash) in full settlement of obligations under the Loan Agreement and related financing documents at the following material terms:

- term - until complete fulfillment of obligations by Rosneft under the said Loan Agreement and related financing documents;
- the value (cash equivalent) of the Account Charge Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009) as not exceeding the amount of Rosneft obligations under the Loan Agreement as per item 1 above, based on the amount of pledge as 120% of the sum payable under the Loan Agreement as principal and interest and other payments under the Loan Agreement and related financing documents, and in case of default under the Loan Agreement the pledge shall apply to the entire balance of cash funds at the pledged account and China Development Bank (as the Underwriter) shall have the right to debit the entire cash balance of the said account. (With that, regardless of association of the Account Charge Agreement with the transactions stated in 1, 2, 4 – 6 hereof, in order to establish the price (cash value) of the aggregate of associated transactions, the value of assigned rights may not be added up with the value (cash equivalent) of the said transactions, since, based on the security nature of the Account Charge Agreement, the amounts charged under the Agreement will respectively cover Rosneft obligations under the Loan Agreement);
- The agreement assumes a possibility of the respective parties and specified entities assignees and successors participation in the Loan Agreement and respective transaction documents.

The Account Charge Agreement was approved by the Board of Directors resolution (Minutes No. 3 of 20.04.2009) as a related party transaction.

**4. Four Party Agreement between Rosneft Oil Company (Borrower), OJSC Bank VTB (Passport Bank), Chinese National Petroleum Corporation (Importer) and China Development Bank (Agent, Underwriter and Settlement Bank) on the order of opening and using the correspondent account of VTB Bank with China Development Bank (as the Settlement Bank):**

- OJSC Bank VTB shall open an account at China Development Bank as a settlement bank in favor of Rosneft;
- CNPC shall transfer the cash funds received under the Crude Oil Delivery Agreement to the said account;
- the cash funds deposited at OJSC Bank VTB account opened with China Development Bank shall be used for settlements under the Loan Agreement and associated financing documents, in particular China Development Bank is granted the right of direct debit of cash funds from OJSC Bank VTB correspondent account as a means of security of Rosneft obligations on repayment of principal, interest and other amounts payable under the Loan Agreement;
- The order of account debit by other entities is also established;
- the value (cash equivalent) of the Four Party Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009) based on the fact that the Agreement assumes mutual obligations on opening of bank accounts and organization of clearing mechanisms and has no material value;
- The Four Party Agreement on settlements organization assumes a possibility of the respective parties and specified entities assignees and successors participation in the Agreement and related documents.

The Four Party Agreement was approved by the Board of Directors resolution (Minutes No. 3 of 20.04.2009) as a related party transaction.

**5. The Agency Agreement between Rosneft Oil Company (Principal) and OJSC Bank VTB (Agent) on settlement operations at the following material terms:**

- OJSC Bank VTB, as instructed by the Principal, shall perform clearing operations related to currency revenue remittance to the Russian Federation in a form of revenue of Rosneft under the Crude Oil Delivery Agreement with CNPC and payments related to Rosneft obligations under the Loan Agreement;
- Rosneft Oil Company shall pay a fee to OJSC Bank VTB and shall refund the agreed expenditures incurred by OJSC Bank VTB in relation to execution of instructions;
- the value (cash equivalent) of the Agency Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009), based on the fact that VTB Bank fee amount will equal \$50 thousand US per month plus VAT at the applicable rate (starting from the month of the first drawdown under the Loan Agreement and until complete fulfillment of Rosneft obligations under the Loan Agreement or replacement of VTB Bank as the passport bank pursuant to the Four Party Agreement specified in 4. above), and in consideration of the recovery of costs associated with execution of instruction, the value (cash equivalent) of the Agency Agreement will not exceed \$12,04 million US for the term of the Agency Agreement (the said amounts may be paid in Russian Rubles at the Bank of Russia rate on the date of funds charging).

The Agency Agreement was approved by the Board of Directors resolution (Minutes No. 3 of 20.04.2009) as a related party transaction;

**6. Foreign Currency Agreement between Rosneft Oil Company (Client) and OJSC Bank VTB (Bank):**

- OJSC Bank VTB shall open a settlement account for Rosneft Oil Company in US dollars, shall receive and credit the cash funds, follow the Client's instructions on related cash amounts transfer under the terms of the Foreign Currency Agreement;
- VTB Bank will charge a fee, as established by the Foreign Currency Agreement based on the applicable VTB service tariff rates, for VTB Bank services on account opening and servicing, currency control agent functions and operations with Rosneft funds;
- the value (cash equivalent) of the Foreign Currency Agreement was established by the Board of Directors resolution (Minutes No. 4 of 28.04.2009) as not exceeding \$960 000 US (based on the current applicable VTB Bank tariff rates).

The Foreign Currency Agreement was approved by the Board of Directors resolution (Minutes No. 3 of 20.04.2009) as a related party transaction.

**7. Crude Oil Delivery Agreement between Rosneft Oil Company (Supplier) and Chinese National Petroleum Corporation (Buyer), whereby Rosneft will deliver crude oil to Chinese National Petroleum Corporation at the following material terms:**

- Delivery period – 20 years (2011 – 2030)
- Delivery volume – 9 mln tons +/- 4.1% per year
- Delivery terms – DAF Russian-Chinese border by East Siberia – Pacific Ocean pipeline
- The Price was established by the Board of Directors' resolution (Minutes of 28.04.2009) and is calculated monthly on the base of market quotes of the Russian crude at Kozmino terminal and subject to quality parameters of oil delivered to China being equal to those of the crude transshipped via Kozmino. In case the volume of all Russian crude delivered via Kozmino is less than 12.5 million tons per year, the

Russian Urals quotes at Novorossiysk/Primorsk (through a differential to the benchmark Brent crude) shall apply to the balance of volumes. The total price of oil which is to be delivered under the Crude Oil Delivery Agreement for the 20-year term is approximately \$65 billion US (on the base of the average crude oil price of \$50/bbl).

- Possibility of assignment of the Buyer (CNPC) rights to China National United Oil Corporation.