**MT564\_DD 20220722 (заміна)**

Надання згоди щодо участі в корпоративній події (за бажанням)

Номер корпоративної події: AC14520936

ISIN: XS1902171591

Дата обліку: 09082022

Корпоративна подія буде проведена за умови одержання згоди щодо зміни умов випуску облігацій

Додаткову інформацію про корпоративну подію можна знайти на сайті: WEBB//https://projects.morrowsodali.com/Ukraine

Граничний термін надання розпорядження депозитарію Національного банку щодо участі у голосуванні про зміну умов випуску облігацій: 04082022

16R: Start of Block

GENL

20C: Reference

:CORP// AC14520936

22F: Indicator

:CAEV//CONS

22F: Indicator

:CAMV//VOLU

98C: Date/Time

:PREP// 20220722173016

25D: Status Code

:PROC//COMP

16S: End of Block

GENL

16R: Start of Block

USECU

35B: ID of the Financial Instrument

ISIN XS1902171591

/XS/190217159

USD 8,994 UKRAINE (REGS) 18-2024

16R: Start of Block

FIA

11A: Currency

:DENO//

Currency : USD (US DOLLAR)

36B: Quantity of Financial Instrument

:MINO//FAMT/

Amount: #1,000.#

16S: End of Block

FIA

16S: End of Block

USECU

16R: Start of Block

CADETL

98A: Date/Time

:ANOU//20220720

98A: Date/Time

:RDTE//20220809

22F: Indicator

:ESTA//SUAP

22F: Indicator

:CONS//CTRM

70G: Narrative

:WEBB//https://projects.morrowsodali.com/U

kraine

16S: End of Block

CADETL

16R: Start of Block

CAOPTN

13A: Number Identification

:CAON//001

22F: Indicator

:CAOP//CONY

17B: Flag

:DFLT//N

98C: Date/Time

:MKDT//20220809230000

98C: Date/Time

:RDDT//20220809160000

98C: Date/Time

:BORD//20220808160000

69A: Period

:PWAL//20220720/20220809

36B: Quantity of Financial Instrument

:МІЕХ//FAMT/

Amount : #1,000.#

36B: Quantity of Financial Instrument

:MILT//FAMT/

Amount : #1,000.#

70E: Narrative

:ADTX//NARRATIVE PRESENT IN INSTRUCTION BL

OCK (:16R:CAINST :16S:CAINST) AND/O

R ADDITIONAL INFORMATION BLOCK OF M

T 565 (:16R:ADDINFO :16S:ADDINFO) W

ILL BE DISREGARDED. CLEARSTREAM WIL

L NOT VALIDATE ANY OF THE INFORMATI

ON IN THESE BLOCKS.

70E: Narrative

: INCO//ELIGIBLE HOLDERS: TO CONSENT TO THE

WRITTEN RESOLUTION

16S: End of Block

CAOPTN

16R: Start of Block

CAOPTN

13A: Number Identification

:CAON//002

22F: Indicator

:САОР//CONY

17B: Flag

:DFLT//N

98C: Date/Time

:MKDT//20220809230000

98C: Date/Time

:RDDT//20220809160000

98С: Date/Time

:BORD//20220808160000

69А: Period

:PWAL//20220720/20220809

36В: Quantity of Financial Instrument

:МІЕХ//FAMT/

Amount : #1,000.#

36В: Quantity of Financial Instrument

:MILT//FAMT/

Amount #1,000.#

70Е: Narrative

:ADTX//NARRATIVE PRESENT IN INSTRUCTION BL

OCK (:16R:CAINST :16S:CAINST) AND/О

R ADDITIONAL INFORMATION BLOCK OF M

T 565 (:16R:ADDINFO :16S:ADDINFO) W

ILL BE DISREGARDED. CLEARSTREAM WIL

L NOT VALIDATE ANY OF THE INFORMATI

ON IN THESE BLOCKS.

70Е: Narrative

: INCO//INELIGIBLE HOLDERS: TO CONSENT TO T

HE WRITTEN RESOLUTION

16S: End of Block

CAOPTN

16R: Start of Block

CAOPTN

13A: Number Identification

:CAON//003

22F: Indicator

:САОР//NOAC

17B: Flag

:DFLT//Y

70E: Narrative

:ADTX//NARRATIVE PRESENT IN INSTRUCTION BL

OCK (:16R:CAINST :16S:CAINST) AND/O

R ADDITIONAL INFORMATION BLOCK OF M

T 565 {:16R:ADDINFO :16S:ADDINFO) W

ILL BE DISREGARDED. CLEARSTREAM WIL

L NOT VALIDATE ANY OF THE INFORMATI

ON IN THESE BLOCKS.

16S: End of Block

CAOPTN

16R: Start of Block

ADDINFO

70E: Narrative

:ADTX//++ EVENT DETAILS ++

70E: Narrative

:ADTX//FREE FORMAT MESSAGES,UNSOLICITED

INSTRUCTION and INCORRECTLY

FORMATTED MT565 DEADLINE IS 4

BUSINESS HOURS PRIOR TO DEADLINE

STATED IN DEDICATED FORMATTED FIELD

.:98C::EARD// AND/OR :98C::RDDT//.

70E: Narrative

BY SUBMITTING A VALID INSTRUCTION, A NOTEHOLDER AND ANY DIRECT PARTICIPANT SUBMITTING SUCH TENDER INSTRUCTION ON SUCH NOTEHOLDER’S BEHALF SHALL BE DEEMED TO REPRESENT

THAT IT IS NOT A SANCTIONS RESTRICTED PERSON, AS DEFINED ON

PAGE 11 OF THE CONSENT SOLICITATION MEMORANDUM.

IT IS THE SOLE RESPONSIBILITY OF THE HOLDER TO CONFIRM ELIGIBILITY TO PARTICIPATE IN THE OFFER BEFORE SUBMITTING AN ELECTION.

THIS SUMMARY DOES NOT CONSTITUTE A LEGALLY BINDING DESCRIPTION OF THE CHOICES OFFERED TO CLEARSTREAM

BANKING CUSTOMERS AND CANNOT BE RELIED UPON AS SUCH. KINDLY REFER TO ANY OFFERING DOCUMENTS THAT MAY BE AVAILABLE FROM THE ISSUER FOR COMPLETE DETAILS AND OFFERING TERMS. CB CUSTOMERS MAY WISH TO SEEK INDEPENDENT LEGAL AND TAX ADVICE ON THE INTER PRETATION OF THE OFFER. CB CUSTOMERS ARE DEEMED TO UNDERSTAND THE OFFER AND TO INSTRUCT CB ACCORDINGLY. THIS NOTIFICATION CAN NOT BE REPRODUCED

OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, IF NEITHER YOU NOR THE ADDRESSEE IS ENTITLED TO PARTICIPATE IN TH Е RELEVANT

CORPORATE ACTION. YOU SHALL BEAR SOLE RESPONSIBILITY FOR ANY AND ALL HARMFUL CONSEQUE NCES, LOSSES OR DAMAGES, WHICH MAY BE SUFFERED FOR ANY REASON BY YOURSELVES, THE

ADDRESSEE, THIRD PARTIES OR CB BY REPRODUCING OR TRANSMITTING THE NOTIFICATION. IN CASE THE CLIENT INSTRUCTION IS NOT CORRECTLY FORMATTED, CLEARSTREAM WILL ATTEMPT TO REPAIR THE INSTRUCTION ON BEST EFFORT BASIS WITHOUT TAKING LIABILITY FOR THE CORRECTNESS OF THE INFORMATION AND CLEARSTREAM CANNOT BE HELD LIABLE IN CASE OF DAMAGE RESULTING FROM THIS ACTION.

UPDATE 22JUL22 +++ . PLEASE NOTE THAT UKRAINE ANNOUNCED AN AMENDMENT TO THE CONSENT SOLICITATION MEMORANDUM.

PLEASE BE ADVISED THAT THE AMENDMENT ANNOUNCEMENT IS AVAILABLE UPON REQUEST BY SENDING AN EMAIL TO CADATABASE.CS(AT)CLEARSTREAM.COM BY STA TING IN THE SUBJECT: OCE UKRAINE CONS-2 22JUL22 . AMENDMENT ANNOUNCEMENT IS ALSO AVAILABLE ON TH E AGENT'S WEBSITE PROVIDED IN THE WEBB FIELD.

THIS AMENDMENT IS SOLELY TO CORRECT CERTAIN ERRORS IN THE PRESENTATION OF UKRAINE'S SCHEDULED DEBT SERVICE. FOR THE AVOIDANCE OF DOUBT, NO AMENDMENT IS BEING MADE TO THE TERMS AND CONDITIONS OF THE CONSE NT SOLICITATION, THE PROPOSAL, THE PROPOSED MODIFICATIONS, THE WRITTEN RESOLUTIONS OR THE PROCES S FOR SUBMISSION OF CONSENTS.

THIS ANNOUNCEMENT DOES NOT CONTAIN THE FULL TERMS AND CONDITIONS OF THE CONSENT SOLICITATION, WHICH ARE CONTAINED IN THE CONSENT SOLICITATION MEMORANDUM. THE CONSENT SOLICITATION MEMORANDUM WILL BE AMENDED TO REFLECT THE MODIFICATIONS DESCRIBED IN 'AMENDMENT TO DESCRIPTION OF UKRAINE'S SCHEDULED DEBT SERVICE'. P LEASE REFER TO THE AMENDMENT ANNOUNCEMENT FOR MORE DETAILS.

+++

PLEASE BE ADVISED THAT THE NOTICE OF WRITTEN RESOLUTION IS AVAILABLE UPON REQUEST BY SENDING AN EMAIL TO CADATABASE.CS(AT)CLEARSTREAM.COM BY

STATING IN THE SUBJECT: ОСЕ UKRAINE CONS 21JUL22

NOTICE OF WRITTEN RESOLUTION IS ALSO AVAILABLE ON THE AGENTS WEBSITE PROVIDED IN THE WEBB FIELD.

**SUMMARY**

CONSENT WITH FEE: NO

INSTRUCTIONS PER BO: NO

BO DISCLOSURE REQUIRED: NO

PAPERWORK: NO

INSTRUCTION WITHDRAWAL: NO

1. CONSENT

UKRAINE, AS ISSUER OF THE SECURITIES, IS SOLICITING THE CONSENTS OF HOLDERS OF SECURITIES WHO ARE ELIGIBLE TO PARTICIPATE IN THE CONSENT SOLICITATION AND HELD ANY OF THE SECURITIES AS OF THE RECORD DATE TO CERTAIN AMENDMENTS TO THE TERMS AND CONDITIONS OF THE SECURITIES.

THE HOLDERS ARE HEREBY SOLICITED TO CONSIDER AND, IF THOUGHT FIT, PASS MULTIPLE SERIES TWO LIMB WRITTEN RESOLUTION AS DEFINED IN AND PURSUANT TO CONDITION 12(D) (MULTIPLE SERIES AGGREGATION – TWO LIMB VOTING) OF EACH OF THE CONDITIONS (THE ‘WRITTEN RESOLUTIONS’ AND EACH, A ‘WRITTEN RESOLUTION’) TO APPROVE THE PROPOSED MODIFICATIONS.

THE PROPOSED MODIFICATIONS:

1. IN RESPECT OF EACH SERIES OF SECURITIES OTHER THAN THE 2032 NOTES, DEFER THE MATURITY DATE OF EACH SERIES OF SECURITIES TO THE DATE WHICH IS TWENTY-FOUR MONTHS AFTER THE ORIGINAL MATURITY DATE OF THE RELEVANT SERIES (THE ‘DEFERRED MATURITY DATE’),

2. IN RESPECT OF THE 2032 NOTES ONLY, DEFER EACH AMORTISATION DATE (AS DEFINED IN THE 2032 CONDITIONS) OF THE 2032 NOTES TO THE DATE WHICH IS TWENTY-FOUR MONTHS AFTER THE RELEVANT ORIGINAL AMORTISATION DATE (A ‘DEFERRED AMORTISATION DATE’),

3. IN RESPECT OF EACH SERIES OF SECURITIES, DEFER TO THE RELEVANT DEFERRED INTEREST PAYMENT DATE, ANY INTEREST PAYMENT IN RESPECT OF EACH SERIES OF SECURITIES (THE ‘INTEREST DEFERRAL’ AND TOGETHER WITH THE MATURITY DATES DEFERRAL SET OUT IN PARAGRAPH (1) ABOVE AND AMORTISATION DATES DEFERRAL SET OUT IN PARAGRAPH (2) ABOVE, THE ‘DEFERRAL’) FALLING DUE FROM (AND INCLUDING) THE NEXT SCHEDULED INTEREST PAYMENT DATE OF THE RELEVANT SERIES TO (BUT EXCLUDING): (I) THE DATE WHICH IS TWENTY-FOUR MONTHS AFTER THE NEXT SCHEDULED INTEREST PAYMENT DATE OF THE RELEVANT SERIES, OR (II) ANY EARLIER DATE NOTIFIED TO HOLDERS (IN ACCORDANCE WITH THE RELEVANT NOTICES CONDITION) ON WHICH THE DEFERRED INTEREST IS PAID IN FULL IN RELATION TO ALL SECURITIES SUBJECT TO THE PROPOSED MODIFICATIONS (IN RESPECT OF EACH SERIES OF SECURITIES, SUCH DATE, THE ‘DEFERRED INTEREST PAYMENT DATE’ AND SUCH PERIOD, THE ‘DEFERRAL PERIOD’), WITHOUT ANY GRACE PERIOD APPLICABLE THEREAFTER. FOR EACH SERIES OF SECURITIES, ANY INTEREST PAYMENT NOT PAID ON ANY INTEREST PAYMENT DATE OF THE RELEVANT SERIES FALLING DURING THE RELEVANT DEFERRALPERIOD SHALL ITSELF BEAR INTEREST AT THE APPLICABLE FIXED RATE (TOGETHER, THE ‘DEFERRED INTEREST’). DEFERRED INTEREST IN RESPECT OF EACH SERIES SHALL BE PAID ON THE RELEVANT DEFERRED INTEREST PAYMENT DATE UPON THE EXPIRY OF THE DEFERRAL PERIOD FOR THAT SERIES, AS APPLICABLE, PROVIDED THAT UKRAINE HAS THE RIGHT TO (I) PARTIALLY PREPAY THE DEFERRED INTEREST FOR A SERIES AT ANY TIME DURING THE RELEVANT DEFERRAL PERIOD FOR THAT SERIES AS LONG AS THE SAME PROPORTION OF DEFERRED INTEREST IS SIMULTANEOUSLY PREPAID IN RELATION TO ALL SECURITIES AS TO WHICH THE PROPOSED MODIFICATIONS HAVE BECOME EFFECTIVE AND (II) INSTEAD OF PAYING THE DEFERRED INTEREST ON THE RELEVANT DEFERRED INTEREST PAYMENT DATE, ON AND EFFECTIVE AS OF THE RELEVANT DEFERRED INTEREST PAYMENT DATE, INCREASE THE AGGREGATE PRINCIPAL AMOUNT OF THE RELEVANT SERIES OUTSTANDING THROUGH THE ISSUANCE OF FURTHER SECURITIES OF SUCH SERIES IN THE ANOUNT EQUAL TO THE REMAINING DEFERRED INTEREST (THE ‘ADDITIONAL SECURITIES’), FOLLOWING WHICH THE SECURITIES OF SUCH SERIES WILL BEAR INTEREST AT THE RATE OF INTEREST ON SUCH INCREASED AGGREGATE PRINCIPAL AMOUNT FROM AND INCLUDING THE RELEVANT DEFERRED INTEREST PAYMENT DATE. IF UKRAINE ELECTS TO EXERCISE ITS RIGHT PURSUANT PARAGRAPH (II) ABOVE, IT SHALL DO SO IN RELATION TO ALL SECURITIES SUBJECT TO THE PROPOSED MODIFICATIONS.

4. IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AUTHORISE ANY BREACH OR ANY ALLEGED BREACH WHATSOEVER OF ANY OBLIGATION, OR ANY DEFAULT OR ANY ALLEGED DEFAULT WHATSOEVER, UNDER OR IN RESPECT OF THE SECURITIES, THE CONDITIONS, THE TRUST DEED, THE DEEDS OF COVENANT, OR THE AGENCY AGREEMENTS THAT MAY HAVE OCCURRED PRIOR TO THE EFFECTIVENESS OF THE PROPOSED MODIFICATIONS FOR ANY REASON UNDER CONDITION 8(A) (NON PAYMENT) IN RELATION TO THE 2024B NOTES IN RELATION TO THE PAYMENT DUE ON 01AUG22,

5. AMEND EACH OF CONDITION 8(C) (INDEBTEDNESS OF UKRAINE) AND CONDITION 8(E) (MORATORIUM) OF EACH OF THE CONDITIONS OF EACH SERIES OF SECURITIES SUCH THAT THEY EXCLUDE ANY DEFAULT OR BREACH IN RELATION TO ANY FAILURE TO PAY ANY INTEREST, PRINCIPAL OR ANY OTHER AMOUNTS DUE ON, OR A SUSPENSION OF PAYMENT ON (AS APPLICABLE), (I) ANY SERIES OF SECURITIES FOR WHICH THE REQUISITE CONSENTS ARE OBTAINED AND ACCEPTED AT OR PRIOR TO THE EXPIRATION TIME IN EACH CASE DURING THE RELEVANT DEFERRAL PERIOD AND (II) ANY SERIES OF SECURITIES FOR WHICH THE REQUISITE CONSENTS ARE NOT OBTAINED AT OR PRIOR TO THE EXPIRATION TIME, AND

6. ALL OTHER SUCH MODIFICATIONS TO THE CONDITIONS, THE TRUST DEED, THE DEEDS OF COVENANT, OR THE AGENCY AGREEMENTS AS ARE NECESSARY FOR OR EXPEDIENT TO EFFECT THE DEFERRAL AND THE AMENDMENTS, WAIVERS AND AUTHORISATIONS SET OUT IN PARAGRAPHS (1), (2), (3), (4), AND (5) ABOVE.

FOR THE AVOIDANCE OF DOUBTS, UKRAINE INTENDS TO TREAT HOLDERS OF ALL SECURITIES EQUALLY, THEREFORE IF THE PROPOSED MODIFICATIONS BECOME EFFECTIVE IN RELATION TO MORE THAN ONE RELEVANT SERIES OF SECURITIES, ALL SUCH SERIES OF SECURITIES SHALL BE SUBJEC TO THE SAME DEFERRAL OF MATURITY AND AMORTISATION DATES (AS APPLICABLE), AND THE SAME INTEREST DEFERRAL PERIODS, AND IF UKRAINE RESUMES PAYMENT OF DEFERRED INTEREST EARLIER AS PROVIDED UNDER THE PROPOSED MODIFICATIONS, IT WILL DO SO IN RELATION TO ALL SUCH SERIES OF SECURITIES.

EXCEPT TO THE EXTENT DESCRIBED ABOVE, THE CHANGES SOUGHT TO BE EFFECTED BY THE PROPOSED MODIFICATIONS WILL NOT ALTER THE OBLIGATION OF UKRAINE TO PAY THE PRINCIPAL OF OR INTEREST ON THE SECURITIES WHEN DUE. HOWEVER, THE TERMS AND CONDITIONS OF THE CONSENT SOLICITATION DO NOT LIMIT THE DISCRETION OF UKRAINE TO PROPOSE SIMILAR OR ADDITIONAL AMENDMENTS WITH RESPECT TO THE SECURITIES ON A FUTURE DATE.

FOR ANY OTHER INFORMAITON CONCERNING THE MODIFICATIONS, HOLDERS ARE STRONGLY REQUESTED TO CAREFULLY READ THE CONSENT SOLICITATION STATEMENT.

THE PROPOSED MODIFICATION WILL BECOME EFFECTIVE WITH RESPECT TO A SERIES OF SECURITIES ONLY IF:

(I) VALID CONSENTS FROM HOLDERS OF (X) AT LEAST 66 PER CENT. OF THE AGGREGATE PRINCIPAL AMOUNT OF ALL THE SECURITIES OUTSTANDING AT THE RECORD DATE (TAKEN IN AGGREGATE) AND (Y) MORE THAM 50 PER CENT. OF THE AGGREGATE PRINCIPAL AMOUNT OF SECURITIES OF EACH SERIES OUTSTANDING AT THE RECORD DATE (TAKEN INDIVIDUALLY), IN EACH CASE SUBJECT TO RE-DESIGNATION IN UKRAINE’S SOLE DISCRETION, HAVE BEEN VALIDLY DELIVERED PRIOR TO THE EXPIRATION TIME AND ACCEPTED IN RELATION TO EACH WRITTEN RESOLUTION AND PURSUANT TO THE TERMS OF THIS CONSENT SOLICITATION MEMORANDUM, (II) THE ELIGIBILITY CONDITION HAS BEEN SATISFIED, AND (III) THE CROSS CONDITION HAS BEEN EITHER SATISFIED OR WAIVED BY UKRAINE (IN ITS SOLE DISCRETION), AND (IV) UPON EXECUTION OF THE AMENDMENT DOCUMENTS.

FOR THE AVOIDANCE OF DOUBT, CONSENTS DELIVERED BY BOTH ELIGIBLE HOLDERS AND INELIGIBLE HOLDERS MAY PARTICIPATE IN THE CONSENT SOLICITATION. HOWEVER, THE RELEVANT WRITTEN RESOLUTION, IF PASSED, WILL ONLY BE EFFECTIVE IF THE REQUISITE CONSENTS FOR THE RELEVANT WRITTEN RESOLUTION IS SATISFIED BY ELIGIBLE HOLDERS ONLY, IRRESPECTIVE OF ANY PARTICIPATION BY INELIGIBLE HOLDERS.

‘ELIGIBLE HOLDER’ EACH HOLDER WHO IS (A) EITHER A QIB OR AN ACCREDITED INVESTOR, OR (B) IF OUTSIDE THE UNITED STATES, A NON-U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) THAT MAY LAWFULLY PARTICIPATE IN THE CONSENT SOLICILATION IN COMPLIANCE WITH APPLICABLE LAWS OF APPLICABLE JURISDICTIONS.

2. HOW TO INSTRUCT

PLEASE SEND A SWIFT OR CREATION ONLINE/XACT MESSAGE TO PARTICIPATE IN THE OFFER. YOUR INSTRUCTION MUST INCLUDE YOUR ACCOUNT NUMBER, ISIN CODE, FULL CONTACT DETAILS AND AMOUNT TO BE INSTRUCTED (PLEASE REFER TO THE ELIGIBLE BALANCE ON YOUR ACCOUNT).

HOLDERS SUBMITTING INSTRUCTIONS COMPLY WITH THE TERMS AND

CONDITIONS OF THE CONSENT SOLICITATION STATEMENT.

BY SUBMITTING YOUR INSTRUCTION THROUGH CLEARSTREAM YOU HAVE IRREVOCABLY AND AUTOMATICALLY ACCEPTED: (I) THE DISCLOSURE OF YOUR ACCOUNT DETAILS (NOT YOUR UNDERLYING

HOLDER) AND, (II) TO BE BOUND TO THE TERMS AND CONDITIONS OF THE CONSENT SOLICITATION STATEMENT.

(III) THE BLOCKING OF YOUR INSTRUCTED BALANCE,

2.1. INSTRUCTION PER BO, OPTION 001, 002: NO

2.2. BO REQUIREMENTS, OPTION 001, 002: NONE

2.3. PAPERWORK, OPTION 001, 002: NONE

3. DOCUMENTATION

PLEASE BE ADVISED THAT THE LAUNCH ANNOUNCEMENT IS AVAILABLE UPON REQUEST BY SENDING AN EMAIL TO

CADATABASE.CS(AT)CLEARSTREAM.COM BY

STATING IN THE SUBJECT: ОСЕ UKRAINE CONS 20JUL22

CONSENT SOLICITATION MEMORANDUM IS ONLY AVAILABLE ON THE AGENTS WEBSITE (PLEASE REFER TO THE RELEVANT WEBB FIELD).