

Approved by
the decision of the Board of Directors of
IDGC of Centre, PJSC
«29» April 2021
(Minutes # 16/21 dated
«29» April 2021)

Data accuracy confirmed by
the decision of the Audit Commission of
IDGC of Centre, PJSC
«15» April 2021
(Minutes dated «15» April 2021 # 3)

REPORT
on related party transactions concluded
by IDGC of Centre, PJSC in 2020

General Director
of IDGC of Centre, PJSC

I.V. Makovskiy

Moscow
2021

Report on transactions made by IDGC of Centre, PJSC in 2020, recognized in accordance with the legislation of the Russian Federation as related party transactions

Item #	Name of the transaction	Date of the transaction	Significant terms of the transaction (parties, subject, price*, validity period)	Person (s) who are related to the transaction	Notification of the related party transaction (letter details)	Governing body that made a decision on consent to the transaction or its subsequent approval (if there is such a decision - minutes details)
1.	2.	3.	4.	5.	6.	7.
1.	Amendments to interconnected contracts for acquisition of equipment, design, installation and commissioning of an electricity metering system with automated data collection for the needs of IDGC of Centre, PJSC (branches of IDGC of Centre, PJSC Belgorodenergo, Bryanskenergo, Kostromaenergo, Kurskenergo, Orelenergo, Smolenskenergo and Yarenergo).	28.05.2020	<p>Parties of the Amendments: «Customer»: IDGC of Centre, PJSC (branches of IDGC of Centre, PJSC Belgorodenergo, Bryanskenergo, Kostromaenergo, Kurskenergo, Orelenergo, Smolenskenergo and Yarenergo); «Contractor» - Collective Participant, including JSC «FOCL-Conductor Administration» and Expert-PROEKT LLC.</p> <p>Subject of the Amendments: Amending agreements dated 03.06.2019 № 3100/11824/19 (4631016117) (Belgorodenergo branch), dated 16.04.2019 №3200/02939/19 (4632007513) (Bryanskenergo branch), dated 29.05.2019 №4400/02518/19 (4644009373) (Kostromaenergo branch), dated 03.06.2019 №4600/03207/19 (4646009018) (Kurskenergo branch), dated 29.05.2019 №5700/01383/19 (4657007629) (Orelenergo branch), dated 29.05.2019 №6700/07054/19 (4667017748) (Smolenskenergo branch), dated 29.05.2019 №7600/05659/19 (4676011577) (Yarenergo branch) for acquisition of equipment, development of design documentation, construction, installation and commissioning work on the modernization / creation of an electricity metering system with the setup of remote data collection. (Changing the deadline for</p>	<p>1. PJSC Rosseti – Controlling entity of IDGC of Centre and at the same time the controlling entity of the legal entity that is a party to the transaction (JSC «FOCL-Conductor Administration»);</p> <p>2. Dmitry Alexandrovich Chevkin - Member of the Board of Directors of IDGC of Centre, since he is also a member of the Board of Directors of JSC «FOCL-Conductor Administration», which is a party to the transaction with IDGC of Centre, PJSC</p>	Dated from 18.05.2020 № MP1-CA/7/3/780	Board of Directors of IDGC of Centre, PJSC (Minutes #26/20 of 28.05.2020)

			<p>completing work under the contract, making changes to the Schedule of work and the Schedule of financing of work, changing the Specifications of the equipment and the amount of work performed: Equipment compatible with metering devices of the type Neuron/Atlas, Equipment at other facilities, the List of facilities for setting up a metering system, Typical technical solutions for the setup of electricity metering to the Technical Specifications).</p> <p>Price of the Amendments: The maximum cost of the acquisition of equipment, performed work for development of design documentation, performance of construction, installation and commissioning work on the modernization / creation of an electricity metering system with the setup of remote data collection for the needs of IDGC of Centre, PJSC (Belgorodenergo, Bryanskenergo, Kostromaenergo, Kurskenergo, Orelenergo, Smolenskenergo and Yarenergo) shall not exceed 486 166 592,85 (Four hundred eighty six million one hundred sixty six thousand five hundred ninety two) rubles 85 kopecks, including VAT in the amount of 81 027 765,48 (Eighty one million twenty seven thousand seven hundred sixty five) rubles 48 kopecks, including the branches:</p> <ul style="list-style-type: none"> • Belgorodenergo 165 023 506,43 (One hundred sixty five million twenty three thousand five hundred six) rubles 43 kopecks, including VAT in the amount of 27 503 917,74 (Twenty seven million five hundred three thousand nine hundred seventeen) rubles 74 kopecks; • Bryanskenergo 66 829 759,38 (Sixty six million eight hundred twenty nine thousand seven hundred fifty nine) rubles 38 kopecks, including VAT in the amount of 11 138 			
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			<p>293,23 (Eleven million one hundred thirty eight thousand two hundred ninety three) rubles 23 kopecks;</p> <ul style="list-style-type: none"> • Kostromaenergo 61 074 061,27 (Sixty one million seventy four thousand sixty one) rubles 27 kopecks, including VAT in the amount of 10 179 010,21 (Ten million one hundred seventy nine thousand ten) rubles 21 kopecks; • Kurskenergo 68 481 930,36 (Sixty eight million four hundred eighty one thousand nine hundred thirty) rubles 36 kopecks, including VAT in the amount of 11 413 655,06 (Eleven million four hundred thirteen thousand six hundred fifty five) rubles 06 kopecks; • Orelenergo 41 536 334,19 (Forty one million five hundred thirty six thousand three hundred thirty four) rubles 19 kopecks, including VAT in the amount of 6 922 722,37 (Six million nine hundred twenty two thousand seven hundred twenty two) rubles 37 kopecks; • Smolenskenergo 25 859 038,42 (Twenty five million eight hundred fifty nine thousand thirty eight) rubles 42 kopecks, including VAT in the amount of 4 309 839,74 (Four million three hundred nine thousand eight hundred thirty nine rubles) rubles 74 kopecks; • Yarenergo 57 361 962,80 (Fifty seven million three hundred sixty one thousand nine hundred sixty two) rubles 80 kopecks, including VAT in the amount of 9 560 327,13 (nine million five hundred sixty thousand three hundred twenty seven) rubles 13 kopecks. <p>Other material terms: The Amendments come into force from the moment of their signing by the Parties and extend their effect to the relations of the</p>			
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			Parties arising from 30.11.2019 (for the branches of Belgorodenergo, Bryanskenergo, Kurskenergo, Orelenergo and Smolenskenergo), from 31.12.2019 (for the branches of Kostromaenergo and Yarenergo)			
2.	Interest-free loan Agreement	16.07.2020	<p>Parties of the Agreement: Borrower: IDGC of Centre, PJSC. Lender: PJSC Rosseti. Loan amount: up to 4 900 000 000 rubles. Special purpose: to finance the Target Program for improving the reliability of power supply to consumers in the Tver region for the period of 2018-2020 and other measures related to ensuring reliable and uninterrupted power supply to the Tver region (including reimbursement of costs incurred in 2018-2020 before the conclusion date of the loan agreement). Loan type: an interest-free loan. Loan agreement term – 9 years.</p>	<p>PJSC Rosseti - the controlling entity of the Company, simultaneously being a party to the transaction.</p> <p>Share of participation of PJSC Rosseti in the authorized capital of IDGC of Centre, PJSC as of the date of the transaction: 50,23%.</p> <p>Share of participation of PJSC Rosseti in the authorized capital of PJSC Rosseti as of the date of the transaction: not applicable.</p>	<p>Dated from 12.05.2020 № MP1-CA/7/3/746</p> <p>Dated from 09.06.2020 № MP1-CA/7/3/901</p>	<p>Board of Directors of IDGC of Centre, PJSC (Minutes #26/20 of 28.05.2020)</p>

			<p>Responsibility of the parties: if the Borrower violates the terms of repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0.1% (zero point one tenth of a percent) of the unpaid amount for each day of delay.</p> <p>Additional conditions:</p> <ul style="list-style-type: none"> - the loan is provided in one or several tranches on the basis of the Borrower's applications agreed by the Lender; - a loan tranche withdrawal period – from the date of the agreement conclusion until 31.12.2020; - repayment of the principal amount is carried out annually, starting from 2022, no later than 20 December of the corresponding year, in the amount of at least 1/7 of the principal amount under the agreement as of 01.01.2022. The final repayment of the principal debt is carried out no later than 9 years from the conclusion date of the agreement; - in case of violation by the Borrower of the terms of the loan agreement, the Lender is entitled to reclaim the loan debt ahead of schedule; - The Borrower has the right to early (in whole or in part) repay the loan debt. 	<p>Andrey Vladimirovich Mayorov - Member of the Board of Directors of IDGC of Centre, PJSC, simultaneously holding the position of a member of the Management Board of PJSC Rosseti.</p> <p>Larisa Anatolievna Romanovskaya – Member of the Board of Directors of IDGC of Centre, PJSC, simultaneously holding the position of a member of the Management Board of PJSC Rosseti</p> <p>Share of participation A.V. Mayorov, L.A. Romanovskaya in the authorized capital of IDGC of Centre, PJSC and PJSC Rosseti as of the date of the transaction: none.</p>		
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3.	Cash loan Agreement with interest	23.07.2020	<p>Parties of the Agreement: «Lender» - IDGC of Centre, PJSC; «Borrower» - JSC “Sanatorium “Energetik”.</p> <p>Subject and price of the Agreement: The Lender transfers to the Borrower’s ownership funds in the amount not exceeding 340 000 000 (Three hundred forty million) rubles, and the Borrower agrees to return the loan amount received with interest as stipulated by the Agreement.</p> <p>The Borrower pays the Lender interest at the rate of 7,6 % (Seven point six percent) per annum. The calculation and accounting of interest for the use of each tranche is carried out separately.</p> <p>Interest is calculated in rubles on the amount of money actually received, starting from the day following the day the money is credited to the Borrower’s account, up to the date of the actual repayment, including the date of repayment. The interest calculation period is set as the calendar month.</p> <p>Accrued interest on the loan is paid at a time on the date of final repayment of the loan debt.</p> <p>The Lender has the right to unilaterally change the interest rate on the loan in case of a change in the key rate of the Bank of Russia or another indicator reflecting the cost of attracting credit (borrowed) resources, without registration of this change by an amendment.</p> <p>The Borrower agrees to repay the loan amount with interest no later than 5 years from the date of conclusion of the Agreement.</p> <p>By agreement of the parties, other forms, methods and payment options that are not prohibited by the legislation of the Russian Federation may be applied and used to repay the loan amount and interest under the Agreement.</p>	PJSC Rosseti - the controlling entity of IDGC of Centre, PJSC, since another controlled entity of PJSC Rosseti (indirectly through IDGC of Centre, PJSC) – JSC “Sanatorium “Energetik”, is a party to the deal with IDGC of Centre, PJSC.	Dated from 19.06.2020 № MP1-CA/7/3/962	Board of Directors of IDGC of Centre, PJSC (Minutes of 22.06.2020 # 28/20)
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4.	Cash loan Agreement with interest	26.08.2020	<p>Parties of the Agreement: IDGC of Centre, PJSC (the Lender); LLC BryanskElectro (the Borrower).</p> <p>Subject and price of the Agreement: The Lender transfers to the Borrower the ownership of funds in an amount not exceeding 1 939 000 000,00 (One billion nine hundred thirty-nine million) rubles, and the Borrower undertakes to repay the loan amount received with interest within the period specified in the Agreement. For using the loan, the Borrower shall pay the Lender interest in the amount of 6,2 % (Six point two tenths of a percent) per annum. Interest for the use of each tranche is accrued and recorded separately. Interest is calculated in rubles on the amount of money actually received, starting from the day following the day the money is credited to the Borrower's account, up to the date of the actual repayment, including the date of repayment. The interest calculation period is set as the calendar month. Interest is paid monthly, no later than the 15th day of the month following the month for which the interest is paid. The Lender has the right to unilaterally change the interest rate on the loan in the event of a change in the key rate of the Bank of Russia or another indicator reflecting the cost of attracting credit (borrowed) resources, without formalizing this change by an amendment. The Borrower undertakes to repay the principal amount of the loan no later than 5 years from the date of the Agreement. At the same time, the debt of the Borrower to the Lender under the Agreement as of 31 December 2021 cannot exceed 1 539 million rubles, and as of 31 December 2022 it cannot exceed 989 million rubles.</p>	<p>PJSC Rosseti - the controlling entity of IDGC of Centre, PJSC, simultaneously controlling (indirectly through IDGC of Centre, PJSC and JSC "Sanatorium "Energetik") LLC BryanskElektro, is a party to the deal.</p> <p>Share of participation of PJSC Rosseti in the authorized capital of IDGC of Centre, PJSC as of the date of the transaction: 50,23%</p> <p>Share of participation of PJSC Rosseti in the authorized capital of LLC BryanskElectro as of the date of the transaction: no</p>	Dated from 20.08.2020 № MP1-CA/7/3/1275	Board of Directors of IDGC of Centre, PJSC (Minutes of 21.08.2020 # 38/20)
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		<p>In case of violation by the Borrower of the terms for repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0,1 % (zero point one tenth of a percent) of the outstanding loan amount and interest for each day of delay until the full fulfillment of obligations.</p> <p>Duration of the Agreement: The Agreement comes into force from the moment of its signing and is valid until the performance of the Borrower's obligations to the Lender. The Agreement will be deemed fulfilled when the Borrower performs the obligation to return the loan amount and pay all interest accrued until the loan amount is repaid and other payments accrued are made in accordance with the terms of the Agreement.</p>			
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5.	Agreement on the transfer of the powers of the sole executive body of IDGC of Center and Volga Region, PJSC to IDGC of Centre, PJSC	07.10.2020	<p>Parties of the Agreement: Interregional Distribution Grid Company of Center and Volga Region, Public Joint Stock Company (IDGC of Center and Volga Region, PJSC) - (the Company); Interregional Distribution Grid Company of Centre, Public Joint Stock Company (IDGC of Centre, PJSC) - (the Managing Organization).</p> <p>Subject of the Agreement: The Company transfers, and the Managing Organization undertakes and exercises the powers of the sole executive body of the Company (General Director - in accordance with the Company's Articles of Association) as stipulated by the Articles of Association of the Company, local regulations of the Company and the current legislation of the Russian Federation in the manner and under the conditions specified in this Agreement.</p> <p>Price of the Agreement: The remuneration of the Managing Organization consists of: - Constant component of remuneration - paid to the Managing Organization for the provision of services for the exercise of the powers of the sole executive body; - Variable component of remuneration - paid for the effectiveness of management of the Managing Organization in the provision of services for the exercise of the powers of the sole executive body. The constant component of the remuneration: The settlement period is a calendar quarter. The amount of the quarterly remuneration to the Managing Organization starting from 2020 is 125 000 000 (One hundred twenty five million) rubles 00 kopecks, plus VAT 25 000 000 (Twenty five million) rubles 00 kopecks.</p>	<p>1. PJSC Rosseti - the controlling entity of IDGC of Centre, PJSC, at the same time being the controlling entity of IDGC of Center and Volga Region, PJSC, which is a party to the transaction.</p> <p>Share of participation of PJSC Rosseti in the authorized capital of IDGC of Centre, PJSC as of the date of the transaction: 50,23%.</p> <p>Share of participation of PJSC Rosseti in the authorized capital of IDGC of Center and Volga Region, PJSC as of the date of the transaction: 50,4%.</p> <p>2. Igor Vladimirovich Makovskiy - General Director, Chairman of the Management Board, Member of the Board of Directors of IDGC of Centre, PJSC, simultaneously being Acting General Director, Chairman of the Management Board, Member of the Board of Directors of IDGC of Center and Volga Region, PJSC.</p> <p>3. Alexander Viktorovich Golovtsov - Member of the Board of Directors of IDGC of Centre, PJSC, simultaneously being Member of the Board of Directors of IDGC of Center and Volga Region, PJSC.</p>	Dated from 23.09.2020 № MP1-CA/7/3/1464	Board of Directors of IDGC of Centre, PJSC (Minutes dated 29.09.2020 # 45/20)
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			<p>If 100% is achieved not for all the KPIs, the variable component of remuneration is paid proportionally, based on the share of KPIs in the variable part of remuneration for which 100% fulfillment has been carried out.</p> <p>In the absence of a report on the implementation of the KPIs (separate KPIs) approved by the Board of Directors of the Company, the variable component of remuneration is paid proportionally based on the share of KPIs in the variable part of remuneration for which there is a report approved by the Board of Directors of the Company.</p> <p>The variable component of remuneration for an incomplete reporting year is paid in proportion to the actual time, expressed in days, of exercising the powers of the sole executive body by the Managing Organization in the corresponding reporting year, taking into account the performance of KPIs for the actual time of exercising the powers.</p> <p>The amount of remuneration to the Managing Organization calculated and paid in accordance with the Agreement cannot be 10 (ten) percent or more of the book value of the Company's assets as of the last reporting date preceding the conclusion of the Agreement.</p> <p>Duration of the Agreement:</p> <p>The Agreement comes into force from the moment of its signing by the Parties.</p> <p>The term of the Agreement is until 31.12.2023 inclusive.</p> <p>If, 30 days before the date of termination of the Agreement, none of the Parties notifies the other Party of the refusal to extend the Agreement, the Agreement is automatically renewed each time for 3 (three) years. If the initiator of the refusal to extend the validity of the Agreement is the Company, the</p>	<p>9. Alexander Viktorovich Pilyugin - Member of the Management Board of IDGC of Centre, PJSC, simultaneously being Member of the Management Board of IDGC of Center and Volga Region, PJSC.</p> <p>10. Vladislava Vladimirovna Rezakova - Member of the Management Board of IDGC of Centre, PJSC, simultaneously being Member of the Management Board of IDGC of Center and Volga Region, PJSC.</p> <p>Share of participation of Makovsky I.V., Golovtsov A.V., Zarkhin V.Y., Kazakov A.I., Mayorov A.V., Shevchuk A.V., Akulichev V.O., Rezakova V.V. in the authorized capital of IDGC of Centre, PJSC and IDGC of Center and Volga Region, PJSC as of the date of the transaction: no.</p> <p>Share of participation Pilyugin A.V. in the authorized capital of IDGC of Centre, PJSC as of the date of the transaction: 0,00035 %; in the authorized capital of IDGC of Center and Volga Region, PJSC: no.</p>		
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			<p>decision to send a notification of the refusal to extend the validity of the Agreement shall be made by the Board of Directors of the Company.</p> <p>Other essential terms of the Agreement:</p> <p>Responsibility of the Parties:</p> <p>The Managing Organization is responsible for failure to achieve key performance indicators approved by the decision of the Board of Directors of the Company, if such failure is due to decisions, instructions of the Managing Organization, or failure to make the necessary decisions and instructions, which led to their failure. The Managing Organization is not responsible for the failure to achieve the target key performance indicators, the values of which are agreed and approved by the Parties when concluding the Agreement, taking into account the fulfillment of the KPIs for the actual time of exercising the powers.</p> <p>The responsibility of the Managing Organization arises if the target value of key indicators is not achieved. At the same time, the amount of the fine is 5% of the fee paid by the Company to the Managing Organization for a quarter in accordance with clause 7.3.1 of the Agreement for not reaching the target value for each indicator, taking into account the fulfillment of KPIs for the actual time of exercising the powers.</p> <p>The total amount of the fine stipulated by this clause for the reporting year cannot exceed 10% of the constant component paid by the Company for the quarter, while it can be reduced by a decision of the Board of Directors of the Company.</p>			
6.	Amendment to cash loan agreement with interest dated	20.10.2020	<p>Parties of the Amendment:</p> <p>IDGC of Centre, PJSC (Lender); JSC “Sanatorium “Energetik” (Borrower).</p>	PJSC Rosseti - the controlling entity of IDGC of Centre, PJSC, at the same time being	Dated from 05.10.2020 № MP1-CA/7/3/1524	Board of Directors of IDGC of Centre, PJSC (Minutes

18.10.2019 №7700/00193/19 between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”		<p>Subject of the Amendment: To amend cash loan agreement with interest dated 18.10.2019 №7700/00193/19 (hereinafter - the Agreement) in the following edition:</p> <p>1. To read clause 2.2. of the Agreement as follows: <i>«2.2. For using the loan, the Borrower shall pay the Lender interest in the amount of 6,2% (Six point two tenths of a percent) per annum. Interest for the use of each tranche is accrued and recorded separately».</i></p> <p>2. To supplement the Agreement with clause 2.8: <i>«2.8. The Lender has the right to unilaterally change the interest rate on the loan in the event of a change in the key rate of the Bank of Russia or another indicator reflecting the cost of attracting credit (borrowed) resources, without formalizing this change by an additional agreement. The interest rate is considered changed after 5 business days from the date of notification of the Borrower about the change in the interest rate. In case of disagreement with the change in the interest rate, the Borrower is obliged to notify the Lender about it and repay the actual debt on the loan within 5 business days from the date the Lender sends a notice of the change in the interest rate».</i></p> <p>Other essential terms of the Amendment: The Amendment enters into force from the moment of its signing by the Parties, extends its effect to the relations of the Parties from 01.09.2020 and is valid until the Parties completely fulfill their obligations under the Agreement.</p>	the controlling entity of JSC “Sanatorium “Energetik” (indirectly through IDGC of Centre, PJSC), which is a party to the transaction.		dated 14.10.2020 # 47/20)
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* The price of alienated or acquired property or services is determined by the board of directors of the company based on the market value, in accordance with Article 77 of the Federal Law "On Joint Stock Companies"

