

Approved by
the decision of the Board of Directors of
Rosseti Centre, PJSC
«15» __ May _____ 2024
(Minutes dated
«15» __ May _____ 2024 № __/24)

Data accuracy confirmed by
the decision of the Audit Commission of
Rosseti Centre, PJSC
«15» __ May _____ 2024
(Minutes dated « __ » _____ 2024 № __)

REPORT
on related party transactions concluded
by Rosseti Centre, PJSC in 2023

General Director
of Rosseti Centre, PJSC

I.V. Makovskiy

Item #	Name of the transaction	Date of the transaction	Significant terms of the transaction (parties, subject, price ¹ , 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.	Agreement for provision of services for driving vehicles and performance of work on maintenance and repair of vehicles, № 6900/04353/23/2/2023	28.04.2023	<p>Parties to the Agreement: Rosseti Centre, PJSC (Customer); JSC «Motor Transport Enterprise» (Contractor).</p> <p>Subject of the Agreement: In accordance with the terms of the Agreement, the Contractor undertakes to provide a range of services for driving and maintenance of vehicles (hereinafter referred to as the Vehicle), as well as to perform work related to their maintenance and repair, in accordance with the terms of the Agreement.</p> <p>The works and services include:</p> <ol style="list-style-type: none"> 1. in terms of organizing the management and driving of the Vehicle: <ul style="list-style-type: none"> - receiving and processing applications from the Customer for the Vehicle; - distribution of the Vehicle according to the Applications for the Vehicle; - registration of travel documentation; - bringing the route, type of work, transported goods to the personnel of the Vehicle driver; - dispatching the Customer's Vehicle (control on the line, changing the task during the work shift, 	<p>PJSC Rosseti - the controlling entity of Rosseti Centre, PJSC and JSC «Motor Transport Enterprise»;</p> <p>Artem Gennadevich Aleshin - a Member of the Management Board of Rosseti Centre, PJSC, simultaneously being a Member of the Board of Directors of JSC «Motor Transport Enterprise»;</p>	dated 11.04.2023 № MR1- TSA/7/3/558	Board of Directors of Rosseti Centre, PJSC (Minutes dated 26.04.2023 № 20/23)

¹ 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".

The price of related party transactions concluded during the reporting period amounted to less than 2 percent of the value of assets, determined according to the consolidated financial statements (financial statements) of the Company.

		<p>taking measures to replace the Vehicle that left the line, optimizing routes);</p> <ul style="list-style-type: none"> - organization and conduct of pre-trip/post-trip control of the technical condition of the Vehicle; - organization and conduct of medical pre-trip/post-trip inspection of personnel involved in the Vehicle driving; - providing the Vehicle with fuels and lubricants (hereinafter referred to as the fuels and lubricants) in accordance with the standards agreed by the Customer; - the Vehicle driving; - ensuring daily provision of structural divisions of the Customer with the serviceable Vehicle in accordance with the applications submitted by the Customer; - conducting briefings on labour protection and road safety. <p>2. in terms of maintenance and repair of the Vehicle:</p> <ul style="list-style-type: none"> - scheduled maintenance of the Vehicle, keeping maintenance schedules and scheduled repairs of the Vehicle; - repair of the Vehicle (current, overhaul) in accordance with the conditions determined by the terms of the Agreement; - diagnostic work on the Vehicle, their systems and devices; - provision of spare parts, units, consumables, tires, batteries; - carrying out technical inspection of the Vehicle; - organization of examinations of industrial safety of lifting and elevating devices. - maintenance in good condition of the means of controlling the schedule of work and rest of drivers. <p>Price of the Agreement:</p> <p>The price of works and services under the Agreement is not more than 495 009 024 rubles 00</p>	<p>Alexander Vladimirovich Egorychev - a Member of the Management Board of Rosseti Centre, PJSC, simultaneously being a Member of the Board of Directors of JSC «Motor Transport Enterprise».</p>		
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			<p>kopecks, including 20% VAT in the amount of 82 501 504 rubles 00 kopecks, and includes:</p> <ul style="list-style-type: none"> - the cost of services for driving the Vehicle, which is determined by the actually provided services and is formed on the basis of the current tariffs for services and data from waybills for the Vehicle, issued by the Contractor for each trip and signed by the Customer; - the cost of work on the repair of the Vehicle, which is determined by unit prices, and the cost of replaced (if necessary) components and assemblies and the actual work performed. <p>Period for the provision of services and performance of work under the Agreement: Beginning of the provision of services and performance of work: 01.01.2023. Completion of the provision of services and performance of work: 31.12.2023.</p> <p>Duration of the Agreement: The Agreement comes into force from the moment of its signing by the parties and is valid until the full fulfillment of the obligations of the parties. The effect of the Agreement in accordance with Article 425 of the Civil Code of the Russian Federation applies to the relations of the parties that arose from 01.01.2023.</p>			
2.	Amendment № 2 to cash loan agreement with interest dated № 7700/00193/19 dated 18.10.2019	03.11.2023	<p>Parties of the Amendment: Rosseti Centre, PJSC (Lender); Joint Stock Company “Sanatorium “Energetik” (Borrower).</p> <p>Subject and price: Amending the cash loan agreement with interest dated 18.10.2019 № 7700/00193/19 between Rosseti Centre, PJSC and JSC “Sanatorium “Energetik” (hereinafter - the Agreement) as follows: «1. The Parties agreed to read clause 2.4 of the Agreement as follows:</p>	<p>PJSC Rosseti - the controlling entity of Rosseti Centre, PJSC and JSC “Sanatorium “Energetik”.</p> <p>Artem Gennadevich Aleshin – a Member of the Management Board</p>	dated 18.09.2023 № MR1-TSA/7/3/1290	Board of Directors of Rosseti Centre, PJSC (Minutes dated 27.10.2023 № 49/23)

			<p>«2.4. The Borrower undertakes to pay interest on the loan in the following order:</p> <ul style="list-style-type: none"> - the interest accrued from 01.01.2023 is paid annually no later than 1 October; - the interest debt as of 31 December 2022 is repaid annually no later than 1 October in the amount of one fifth of the specified debt. <p>The Borrower has the right to repay the interest debt early in whole or in part. The amount of the early payment reduces the amount of the next payment».</p> <p>2. To read clause 2.6 of the Agreement as follows:</p> <p>«2.6. The Borrower undertakes to repay the loan amount with interest by 31 December 2029».</p> <p>The price of the Agreement taking into account amendments 1 and 2 includes:</p> <ul style="list-style-type: none"> - the funds transferred by Rosseti Centre, PJSC to JSC “Sanatorium “Energetik” under the Agreement in the amount of 1 535 444 000 (One billion five hundred thirty-five million four hundred forty-four thousand) rubles 00 kopecks; - the amount of accrued interest for the entire period of use of the loan amount. <p>Duration of the Amendment:</p> <p>The Amendment comes into force from the moment it is signed by the Parties and is valid for the entire duration of the Agreement. The terms of the amendment apply to the legal relations of the Parties arising from the moment of conclusion of the Agreement.</p> <p>Essential terms of the Agreement as amended by Amendment № 1:</p> <p>Parties to the Agreement: IDGC of Centre, PJSC² (Lender),</p>	<p>of Rosseti Centre, PJSC, simultaneously being a Member of the Board of Directors of JSC “Sanatorium “Energetik”.</p> <p>Alexander Vladimirovich Egorychev – a Member of the Management Board of Rosseti Centre, PJSC, simultaneously being a Member of the Board of Directors of JSC “Sanatorium “Energetik”.</p>		
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² Since 03.08.2021 - Rosseti Centre, PJSC

		<p>JSC “Sanatorium “Energetik” (Borrower).</p> <p>Subject of the Agreement:</p> <p>The Lender transfers to the Borrower the funds in the amount of 1 535 444 000,00 (One billion five hundred thirty five million four hundred forty four thousand) rubles, and the Borrower agrees to repay the loan amount received with interest as stipulated by the Agreement.</p> <p>The loan is transferred to the Borrower for the purpose of purchasing shares of Joint Stock Company "Voronezh City Electric Grid".</p> <p>Price of the Agreement:</p> <p>The price of the Agreement consists of:</p> <ul style="list-style-type: none">- the funds transferred by Rosseti Centre, PJSC to JSC “Sanatorium “Energetik” under the Agreement in the amount of 1 535 444 000 (One billion five hundred thirty five million four hundred forty four thousand) rubles 00 copecks;- the amount of accrued interest for the entire period of use of the loan amount <p>For using the loan, the Borrower pays the Lender interest at the rate of 8% (eight percent) per annum. For using the loan during the period starting from 01.09.2020 the Borrower pays the Lender interest in the amount of 6,2% (Six point two percent) per annum.</p> <p>Interest for the use of each tranche is calculated and recorded separately. Interest is calculated in rubles on the amount of funds actually received, starting from the day following the day the funds are credited to the Borrower's current account, until the date of actual return of funds, including the date of return of the funds. The period for calculating interest is set to a calendar month.</p> <p>Interest is paid at the end of the loan agreement.</p> <p>The Borrower undertakes to repay the loan amount with interest by 31.12.2022.</p>			
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		<p>The Borrower has the right to repay the interest debt early in whole or in part. The amount of an early payment reduces the amount of the next regular payment.</p> <p>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.</p> <p>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 this and repay the actual debt on the loan within 5 business days from the date the Lender sends the notice of the change in the interest rate.</p> <p>Procedure for issuing the loan:</p> <p>The loan is provided in tranches based on an application for the issuance of a tranche.</p> <p>Other conditions considered significant by the Parties:</p> <p>The Lender has the right to refuse to perform the Agreement unilaterally out of court at any time by notifying the Borrower in writing 3 (three) days before the date of the expected refusal to perform the Agreement. The Agreement is considered terminated upon expiration of 3 (three) days from the date of receipt by the Borrower of a written notice of refusal to perform the Agreement. In the event of termination of the Agreement by the Lender unilaterally out of court, the Borrower on the day of termination of the Agreement is obliged to return the loan amount received under the agreement with accrued interest at the time of termination of the Agreement.</p> <p>Responsibility of the parties:</p>			
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			<p>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 percent) of the unpaid loan amount and interest for each day of delay until the obligations are fully fulfilled.</p>			
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