



Public Joint stock company  
«Rosseti Centre»

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RNCBO 75720657, PSRN 1046900099498  
TIN/RRC 6901067107/770501001

from \_\_\_\_\_ # \_\_\_\_\_  
to \_\_\_\_\_ from \_\_\_\_\_

To shareholders of  
Rosseti Centre, PJSC,

To the members of the Board of  
Directors of  
Rosseti Centre, PJSC,

To the members of the  
Management Board of  
Rosseti Centre, PJSC

## NOTIFICATION ON THE RELATED PARTY TRANSACTION

We hereby notify you that Rosseti Centre, PJSC plans to conclude a Surety Agreement, which is a related party transaction, between Rosseti Centre, PJSC and Rosseti Centre and Volga region, PJSC, on essential terms in accordance with the appendix to the notice.

### Entities and persons related to the transaction, and grounds for relation:

Related entity or person	Grounds on which the entity or person is related to the transaction
PJSC Rosseti	The controlling entity of Rosseti Centre, PJSC, which is simultaneously the controlling entity of Rosseti Centre and Volga region, PJSC, which is a party to the transaction.
Boris Borisovich Ebzeev	CEO, Chairman of the Management Board, a member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors, Chairman of the Management Board of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors, Chairman of the Management Board, CEO of the managing organization of Rosseti Centre and Volga region, PJSC.
Evgeny Viktorovich Lyapunov	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC.
Maxim Sergeevich Agafonov	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC

Artem Gennadievich Aleshin	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC.
Elena Viktorovna Andreeva	Member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC.
Maria Alexandrovna Dokuchaeva	Member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC
Vitaly Yuryevich Zarkhin	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC.
Konstantin Yurievich Kravchenko	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC
Andrey Vladimirovich Morozov	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC.
Sergey Sergeevich Pikin	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC
Alexander Viktorovich Shevchuk	Member of the Board of Directors of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC
Sergey Nikolayevich Demidov	Member of the Management Board of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Management Board of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC
Alexey Dmitrievich Savostin	Member of the Management Board of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Management Board of Rosseti Centre and Volga region, PJSC, as well as the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC
Lyudmila Alexeevna Sklyarova	Member of the Management Board of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Management Board of the managing organization Rosseti Centre and Volga region, PJSC
Kirill Alexandrovich Yutkin	Member of the Management Board of Rosseti Centre, PJSC, who simultaneously holds the position of a member of the Management Board of Rosseti Centre and Volga region, PJSC,

	as well as the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC
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Please note that in accordance with paragraph 2 of clause 1.1 of Article 81 of Federal Law of 26.12.1995 No. 208-FZ "On Joint-Stock Companies" (hereinafter referred to as the JSC Law), Rosseti Centre, PJSC is obliged to send a notice of a related party transaction no later than 15 (Fifteen) days prior to the date of conclusion of the Surety Agreement.

In the event of failure to receive a request for consent to conclude a Surety Agreement (clause 1 of Article 83 of the JSC Law) after 15 (Fifteen) days from the date of sending this notice, Rosseti Centre, PJSC shall have the right to conclude a Surety Agreement without obtaining the consent of the General Meeting of Shareholders of Rosseti Centre, PJSC.

The Agreement is an inter-related transaction with a surety agreement between Rosseti Centre, PJSC and SOPF DOM.RF LLC.

**Appendix:** Essential terms of the Surety Agreement between Rosseti Centre, PJSC and Rosseti Centre and Volga region, PJSC on 2 pages.

Head of the Corporate  
Governance Department

Y.D. Naumova

**Essential terms  
of the surety agreement between Rosseti Centre, PJSC  
and Rosseti Centre and Volga region, PJSC  
(hereinafter referred to as the Surety Agreement)**

**Parties to the Surety Agreement:**

Rosseti Centre, PJSC (Guarantor);

Rosseti Centre and Volga region, PJSC (Debtor).

**Subject of the Surety Agreement:**

The Guarantor, for a fee stipulated by the Agreement, undertakes to provide a surety to secure the fulfillment of the Debtor's obligations under the Loan Agreement, which will be concluded between Rosseti Centre and Volga region, PJSC and SOPF DOM.RF LLC (hereinafter referred to as the Creditor) (hereinafter referred to as the Loan Agreement), under the following conditions:

- loan amount: no more than 5,894,940,000 (Five billion eight hundred ninety-four million nine hundred forty thousand) rubles (hereinafter referred to as the Total Loan Amount);
- interest rate for using funds: the key rate of the Central Bank of the Russian Federation minus 4% per annum, but not less than the minimum interest rate of 4.5% per annum;
- final maturity date: 30 September 2037.

**Price of the Surety Agreement:**

Agreement Price for the issuance of a surety shall not exceed 8,190,176.10 (eight million one hundred ninety thousand one hundred seventy-six) rubles 10 kopecks.

Agreement Price on the issuance of a guarantee taking into account the interrelation of the related party transactions, consists of:

- the amount of funds provided to the Debtor under the Loan Agreement in the amount of the Total Loan Amount;
- the amount of accrued interest for the entire period of use of the Total Loan Amount under the Loan Agreement;
- the amount of remuneration for providing a Loan in the amount of 0.5% of the total loan amount;
- the amount of remuneration under the Surety Agreement in the amount of no more than 8,190,176.10 (Eight million one hundred ninety thousand one hundred seventy-six) rubles 10 kopecks.

**Other essential terms of the Surety Agreement/the procedure for determining it:**

The Guarantor is obliged to pay in the amount, manner and terms established by the Surety Agreement, which will be concluded between Rosseti Centre, PJSC and SOPF DOM.RF LLC (hereinafter referred to as the Surety Agreement), bear joint and several liability for the proper, timely and complete performance and repayment by the Debtor of all obligations under the Loan Agreement.

**Duration of the surety:**

The surety is valid until:

- 30 September 2040 (inclusive), provided that the Creditor has not made any demands on the Guarantor for repayment of all or part of the secured obligations within such a period. If any such demand is made, the surety provided by the Guarantor under the

Surety Agreement shall terminate only on the date when the secured obligations specified in the demands are unconditionally and irrevocably repaid; or

- the date of provision by the Debtor of another surety that meets the requirements stipulated in the Loan Agreement, in which case the date of provision of the other surety will be considered one of the following dates:

(i) the date of signing the new surety agreement (the Creditor must notify the Guarantor of the fact of signing the new surety agreement);

(ii) the date of signing the certificate of acceptance and transfer of the independent surety

depending on which event occurs first.

**Duration of the Surety Agreement:**

The Agreement shall enter into force from the moment of its signing and shall be valid until the full fulfillment of the Debtor's obligations to the Guarantor.