



Public Joint stock company
«Rosseti Centre»

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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 SOPF DOM.RF LLC, 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 the beneficiary in 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 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 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 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 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 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 Rosseti Centre and Volga region, PJSC

Appendix: Essential terms of the Surety Agreement between Rosseti Centre, PJSC and SOPF DOM.RF LLC on 4 pages.

Head of the Corporate
Governance Department

Y.D. Naumova

**Essential terms
of the surety agreement between Rosseti Centre, PJSC
and SOPF DOM.RF LLC (hereinafter referred to as the Surety Agreement)**

Parties to the Surety Agreement:

Rosseti Centre, PJSC (Guarantor);
SOPF DOM.RF LLC (Creditor).

Beneficiary:

Rosseti Centre and Volga region, PJSC (Borrower).

Subject of the Surety Agreement (general conditions of surety):

The Guarantor undertakes to bear joint and several liability to the Creditor for the proper, timely and complete performance and repayment of all secured obligations upon the occurrence of the performance deadline (both upon the occurrence of the established repayment deadline and in case of early repayment), and also undertakes to compensate the Creditor for losses caused by the failure to perform or improper performance by the Surety of its obligations under the Surety Agreement in accordance with the legislation of the Russian Federation.

The parties acknowledge that the terms of the suretyship relating to the secured obligations are deemed to be agreed upon, since the Surety Agreement contains a reference to the Loan Agreement, concluded between the Borrower as a borrower and the Creditor as a creditor (hereinafter referred to as the Loan Agreement), from which secured obligations have arisen or will arise in the future, the essential terms of which are set out in Appendix 1 to the Surety Agreement.

The Guarantor shall not have the right to unilaterally refuse the obligations assumed under the Surety Agreement or change its terms without the consent of the Creditor.

Individual obligations of the Borrower within the framework of secured obligations may (including through their performance by the Borrower under the Loan Agreement) arise from time to time, change in amount and terminate in accordance with the Loan Agreement. The suretyship under the Surety Agreement does not terminate, and the liability of the Guarantor is not reduced as a result of the said change or termination of such individual obligations, but remains in force and is valid in full until the end of the term stipulated by the terms of the Surety Agreement.

Nothing in the Surety Agreement shall be construed as in any way limiting the right of the Creditor to require the Guarantor to partially perform the secured obligations for the Borrower. The obligations of the Guarantor under the Surety Agreement are continuing obligations and shall not be deemed to be satisfied by any interim payment on the secured obligations or by interim satisfaction of any of the secured obligations.

The Guarantor agrees to be responsible for the timely and proper fulfillment by the Borrower of the secured obligations regardless of the provision by the Borrower or third parties of other security under the Loan Agreement and the secured obligations. The terms of this paragraph shall not apply if the Borrower has provided another security under the Loan Agreement, executed in compliance with the requirements for the guarantor / surety stipulated by the terms of the Loan Agreement.

Price of the Surety Agreement:

The price of the Surety Agreement consists of:

- the amount of funds provided to the Borrower under the Loan Agreement in the amount of 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);
- 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 price of the Surety Agreement, taking into account the interrelation of the related party transactions, consists of:

- the amount of funds provided to the Borrower under the Loan Agreement in an amount not exceeding 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 to be concluded between Rosseti Centre, PJSC and Rosseti Centre and Volga region, PJSC, 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 them:

Interest rate under the Loan Agreement between Rosseti Centre and Volga region, PJSC and SOPF DOM.RF LLC:

The Key Rate on the settlement date minus 4.0% (four percent) per annum, but not less than the minimum interest rate of 4.5% (four point five percent) per annum.

Remuneration for issuing a Loan:

The Borrower undertakes to pay the Creditor a fee for providing the Loan in the amount of 0.5% of the Total Loan Amount. Such a fee shall be paid by the Borrower to the Creditor's account before the first drawdown date.

Essential terms of the Loan Agreement between Rosseti Centre and Volga region, PJSC and SOPF DOM.RF LLC:

Total Loan Amount: no more than 5,894,940,000 (Five billion eight hundred ninety-four million nine hundred forty thousand) rubles;

Final Loan Repayment Date: 30 September 2037.

Demand for payment by the Creditor:

- In the event of non-fulfillment or improper fulfillment by the Borrower of any of the secured obligations for which the due date has come in accordance with the Loan Agreement, or in the event of any violation of the fulfillment of the relevant secured obligations by the Borrower, if such a violation gives the Creditor the right to demand that the Borrower fulfill the obligations in accordance with the terms of the Loan Agreement, the Creditor shall have the right to send the Guarantor a notice demanding the repayment of those secured obligations specified therein and which are unfulfilled. The Guarantor undertakes to irrevocably and unconditionally fulfill the secured obligations specified in the notice demanding payment no later than 30 (thirty) calendar days from the date of receipt by the Guarantor of the notice demanding payment in accordance with the terms of the Surety Agreement;

- The Creditor has the right to send the Guarantor a notice demanding payment any number of times, and (regardless of the number of notices sent demanding payment) the

total amount that may be subject to payment under the Surety Agreement may not exceed the total amount of the Guarantor's obligations under the Surety Agreement.

- The right established above to send the Guarantor a notice demanding payment does not establish a claim or pre-trial procedure for settling disputes under the Surety Agreement and does not limit the rights of the Creditor to apply to the court with a demand for repayment of the secured obligations before sending a notice demanding payment. The Creditor has the right to apply to the court at any time in accordance with the terms of the Surety Agreement with a claim against the Guarantor without the need to first send him a notice demanding payment.

Compensation to the Creditor:

- The Guarantor, within 15 (fifteen) business days from the date of receipt of the Creditor's demand, pays all documented costs, taxes and duties of any kind (including notary, judicial, arbitration) in connection with:

(a) maintaining the validity of the Surety Agreement and the rights of the Creditor under the Surety Agreement; and

(b) the enforcement of any right of the Creditor under the Surety Agreement (including the collection of any amounts due to the Creditor);

- The Creditor may (but is not obligated to) pay any of the costs, taxes and duties described above if:

(a) the Guarantor fails to pay any amounts of costs, taxes and duties; or

(b) The Creditor believes that the payment of any costs, taxes and duties is necessary or desirable to ensure the validity and enforceability of the Surety Agreement or to preserve and protect any of the Creditor's rights under the Surety Agreement.

(c) If the Creditor pays any costs, taxes or duties, or pays any claims in accordance with the terms of the Surety Agreement, the Guarantor undertakes to fully reimburse all actual and documented expenses of the Creditor at the request of the Creditor within 15 (fifteen) business days from the date of receipt by the Guarantor of the relevant claim;

- The Guarantor undertakes to reimburse the Creditor for actual expenses for representatives in court, legal consultants, confirmed by relevant documents (agreements, invoices, certificates of completion of work). In this case, the maximum amount of reimbursable expenses for representatives and legal consultants, taking into account the maximum amount of debt under the Surety Agreement, is 50,000,000 (fifty million) rubles. If the amount of claims presented to the Guarantor is up to 1,000,000,000 (one billion) rubles, the amount of reimbursable expenses for representatives and legal consultants shall not exceed 3% (three percent) of the amount of claims. When concluding agreements with representatives, legal consultants, the Creditor is guided by the principles of proportionality, expediency and reasonableness.

Responsibilities of the parties:

If the Guarantor fails to fulfil the obligation to pay any amount which it is obliged to pay under the Surety Agreement on time, then a penalty shall be accrued on such an overdue amount from the date following the date of the established payment term until the date of actual payment. The said penalty in the amount of the Interest Rate increased by no more than twice shall be accrued on the amount of the overdue payment for each day of delay from the date of occurrence of the overdue debt until the date of its actual repayment (inclusive).

In the event of a breach of any obligation (other than the obligations specified in the Surety Agreement) stipulated by the terms of the Surety Agreement, the Creditor has the right to choose, at its own discretion, to collect from the Guarantor a penalty in the amount of no more than 10,000.00 (ten thousand 00/100) rubles for each breach committed or for each day of non-performance.

Payment by the Guarantor of the penalty stipulated by the terms of the Surety Agreement shall not release the Guarantor from fulfilling its obligations under the Surety Agreement and shall in no way limit the Creditor's right to use any other means of legal protection, including the right to demand from the Borrower or the Guarantor compensation for actual losses incurred and documented expenses caused by the Guarantor's delay, in the part not covered by the penalty.

Duration of the surety:

The surety comes into force from the moment of signing the Surety Agreement and is valid:

- up to and including 30 September 2040, provided that the Creditor has not made any demands on the Guarantor for repayment of all or part of the secured obligations during 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

- until the date of provision by the Borrower of another surety that meets the requirements stipulated by the terms of 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.