

Statement of material fact

«Holding a meeting of the Board of Directors of the Issuer and its agenda, as well as separate decisions taken by the Board of Directors of the Issuer»

1. General information	
1.1. Full issuer's business name (for non-commercial organization – name)	Interregional Distribution Grid Company of Centre, Public Joint-Stock Company
1.2. Abbreviated issuer's business name	IDGC of Centre, PJSC
1.3. Issuer's location	Russia, Moscow
1.4. Primary State Registration Number of the issuer	1046900099498
1.5. Tax payer number of the issuer	6901067107
1.6. Issuer's unique code, assigned by registering authority	10214-A
1.7. Web page address used by the issuer for information disclosure	http://www.e-disclosure.ru/portal/company.aspx?id=7985; https://www.mrsk-1.ru/information/
1.8. Date of occurrence of an event (material fact) about which a message has been compiled (if applicable)	28.05.2021
2. Contents of the statement	
«on some decisions taken by the Board of Directors (Supervisory Board) of the Issuer»	
<p>2.1. The quorum of the meeting of the Board of Directors: Questionnaires were presented by 11 members out of 11 elected ones of the Board of Directors. In accordance with paragraph 3 of Article 83 of the Federal Law “On Joint-Stock Companies”, 1 member of the Board of Directors does not participate in voting on item 1 of the agenda. In accordance with paragraph 18.13 of Article 18 of the Articles of Association of IDGC of Centre, the quorum for holding a meeting of the Board of Directors is at least half of the number of elected members of the Board of Directors of IDGC of Centre. There is a quorum.</p> <p>2.2. The content of the decisions taken by the Board of Directors of the issuer, and voting results on the decisions taken: Item 1. On consent to conclude an agreement for provision of services for driving vehicles and for performance of work on maintenance and repair of vehicles between IDGC of Centre, PJSC and JSC “Motor Vehicle Plant”, which is a related party transaction. Decision:</p> <p>1. To determine that the price of work and services under the agreement for provision of services for driving vehicles and for performance of work on maintenance and repair of vehicles between IDGC of Center, PJSC and JSC “Motor Vehicle Plant”, which is a related party transaction, is not more than 528 243 600 (Five hundred twenty eight million two hundred forty three thousand six hundred) rubles 00 kopecks, including 20% VAT in the amount of not more than 88 040 600 (Eighty eight million forty thousand six hundred) rubles 00 kopecks, and includes: - the cost of vehicle driving services, which is determined by the actually rendered services and is formed on the basis of the current tariffs for services, and data from the waybills for the vehicle, drawn up by the Contractor for each trip and signed by the Customer; - the cost of repairing a vehicle and the cost of replaced (if necessary) components and assemblies and actually performed work per month. The current tariffs for services include all types of costs associated with the provision of services.</p> <p>2. To provide consent to the transaction - the agreement for the provision of services for driving vehicles and for the performance of maintenance and repair of vehicles between IDGC of Centre, PJSC and JSC “Motor Vehicle Plant”, which is a related party transaction (hereinafter referred to as the Agreement), on the following essential conditions: Parties to the Agreement: IDGC of Centre, PJSC (Customer); JSC “Motor Vehicle Plant” (Contractor). Subject of the Agreement: The Contractor undertakes to provide a range of services for the driving and maintenance of vehicles (hereinafter - the vehicles), as well as perform work related to their maintenance and repair, in accordance with the terms of the Agreement. The works and services include: 1. in terms of the organization of the vehicles driving and management: - receiving and processing applications from the Customer for the vehicles; - the vehicles distribution according to the Vehicle Applications; - registration of travel documentation; - bringing the route, type of work, transported goods to the personnel of the vehicle manager; - dispatching of the Customer's vehicle (control on the line, changing the task during the work shift, carrying out measures to replace vehicles that have gone off the line, optimizing routes); - organization and implementation of pre-trip/post-trip control of the technical condition of the vehicles; - organization and conduct of medical pre-trip/post-trip examination of personnel involved in driving the vehicles; - providing the vehicles with fuels and lubricants (hereinafter - the fuels and lubricants) according to the standards agreed by the Customer; - the vehicles driving;</p>	

- conducting briefings on labour protection and road safety.

2. in terms of the vehicles maintenance and repair:

- routine maintenance of the vehicles;
- the vehicles repair (current, overhaul) in accordance with the conditions determined by the terms of the Agreement;
- diagnostic work on the vehicles, their systems and devices;
- provision of spare parts, units, consumables, tires, batteries;
- carrying out a technical inspection of the vehicles.

Price of the Agreement:

The price of works and services under the Agreement is not more than 528 243 600 (Five hundred twenty eight million two hundred forty three thousand six hundred) rubles 00 kopecks, including 20% VAT in the amount of not more than 88 040 600 (Eighty eight million forty thousand six hundred) rubles 00 kopecks, and includes:

- the cost of vehicle driving services, which is determined by the actually rendered services and is formed on the basis of the current tariffs for services, and data from the waybills for the vehicle, drawn up by the Contractor for each trip and signed by the Customer;
- the cost of repairing a vehicle and the cost of replaced (if necessary) components and assemblies and actually performed work per month.

The period for the provision of the Services and performance of the Works under the Agreement:

Start: 01.07.2021.

End: 31.12.2022.

Duration of the Agreement:

The Agreement comes into force from the moment of its signing by the Parties.

Entities and persons related to the transaction, and the grounds of relation:

Related entity or person	Grounds of relation of the entity or the person to the transaction
PJSC Rosseti	Controlling entity of IDGC of Centre, PJSC, simultaneously being Controlling entity (indirectly through IDGC of Center and Volga Region, PJSC) of JSC "Motor Vehicle Plant", which is a party to the transaction.
Alexander Viktorovich Pilyugin	Member of the Management Board of IDGC of Centre, PJSC, who is also a member of the Board of Directors of JSC "Motor Vehicle Plant".
Artem Gennadievich Aleshin	Member of the Management Board of IDGC of Centre, PJSC, who is also a member of the Board of Directors of JSC "Motor Vehicle Plant".

Voting results:

«FOR» - 7; «AGAINST» - 0; «ABSTAINED» - 3.

Decision is taken.

The following member of the Board of Directors of the Company did not take part in the voting on this item, I.V. Makovskiy, who has been, for one year preceding the decision, the person acting as the sole executive body of the Company (General Director), including a member of the collegial executive body of the Company (Chairman of the Management Board).

2.3. Date of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **28.05.2021.**

2.4. Date of drawing up and number of minutes of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **Minutes # 20/21 of 28.05.2021.**

3. Signature

3.1. Head of Corporate Governance
Department, under power of attorney
D-CA/5 of 18.01.2021

(signature) O.A. Kharchenko

Stamp here.

3.2. Date «28» May 2021.