

Statement of material fact

On a meeting of the Board of Directors (Supervisory Board) of the issuer and its agenda, and the following taken by the Board of Directors (Supervisory Board) of the issuer's decisions:

On approval of internal documents of the issuer;

On approval of transactions, recognized in accordance with the laws of the Russian Federation, as major transactions and (or) deals of interest.

1. General information

1.1. Full issuer's business name (for non-commercial organization – name)	Interregional Distribution Grid Company of Centre, Joint-Stock Company
1.2. Brief issuer's business name	IDGC of Centre, JSC
1.3. Issuer's location	4/2, Glukharev Lane, Moscow, 129090
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.mrsk-1.ru/ru/information/

2. Contents of the statement

2.1. The content of the decisions taken by the Board of Directors of the issuer:

Item 4. On approval of internal documents of the Company – The Standard of organization of technical policy for electricity metering in the distribution grid complex of IDGC of Centre.

Decision:

To approve the Standard of organization of technical policy for electricity metering in the distribution grid complex of the Company in accordance with Appendix # 2 to this decision of the Board of Directors of the Company.

Item 5. On approval of an amendment to Agreement on provision of treasury services #7700/00047/11/1791 dated from 18.04.2011, entered between IDGC of Centre and JSC «Yargorelectroset», which is a transaction of interest.

Decision:

1. To determine the price of the amendment to Agreement on provision of treasury services #7700/00047/11/1791 dated from 18.04.2011, entered between IDGC of Centre and JSC «Yargorelectroset», is 1 100 000,00 (One million one hundred thousand) rubles, including VAT in the amount of 18% - 167 796,61 (One hundred sixty-seven thousand seven hundred ninety-six) rubles and 61 kopecks.

2. To approve the amendment to Agreement on provision of treasury services #7700/00047/11/1791 dated from 18.04.2011, entered between IDGC of Centre and JSC «Yargorelectroset», which is a transaction of interest on the terms and conditions in accordance with Appendix # 3 to this decision of the Board of Directors of the Company.

Item 11. On approval of the electric grid facilities lease agreement (taking into account the Minutes of settlement of differences), entered between IDGC of Centre and FGC UES, which is a transaction of interest.

Decision:

1. To determine the electric grid facilities lease and use charge pursuant to the electric grid facilities lease agreement, entered between IDGC of Centre and FGC, is 7 955 696 (seven million nine hundred and fifty-five thousand six hundred ninety-six) for the period of 360 calendar days, in addition, the VAT shall be paid in accordance with the laws of the Russian Federation.

2. To approve the electric grid facilities lease agreement, entered between IDGC of Centre and FGC (hereinafter – the Agreement, Appendix # 7 to this decision of the Board of Directors of the Company), which is a transaction of interest, on the following essential conditions:

Parties of the Agreement:

FGC - FGC UES

User - IDGC of Centre

Subject of the Agreement:

FGC transfers, and User takes for the payment for temporary possession and use the electric grid facilities, specified in appendices #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 to the Agreement (hereinafter – the Facilities), which are owned by FGC.

FGC transfers the Facilities together with all their equipment and related documentation FGC.

Income received by User through the use of Facilities in accordance with the Agreement, is in his possession. The Facilities are available for use by User for their intended purpose to provide services for power transmission.

Price of the Agreement: The Parties have set the lease charge for the Facilities use in the amount of 7 955 696 (seven million nine hundred and fifty-five thousand six hundred ninety-six) rubles for the period of 360 calendar days, in addition, the VAT shall be paid in accordance with the laws of the Russian Federation. The VAT shall be paid in the amount set in accordance with the laws of the Russian Federation.

Payment procedure: Payments between the Parties for the Facilities use from 01.07.2008 till 31.12.2010 have been settled in full amount.

Lease charges shall be transferred by User to the account of FGC on the basis of monthly invoices issued by FGC in the amount determined as the product of the number of days per month at 1/360 of the Agreement price, not later than the 15th day of the current month. FGC provides User with invoices accounts not later than the 5th day of the current month.

Duration: The Agreement shall enter into force upon its signing and shall continue until the date set by Order of the Russian Ministry of Energy #304 dated from 26.07.2011, more specifically – until 31.12.2011. The terms and conditions of the Agreement are applicable to the relations of the Parties that arose before its conclusion, starting from 01.07.2008 (clause 6.1 if the Agreement).

The Agreement is considered each time renewed for a further period of 360 calendar days, on the same terms and conditions, with all of the following conditions:

1. The Russian Ministry of Energy has agreed upon the transfer of the Facilities for a new term;
2. Neither Party shall be notified in writing by the other Party of opposition to the extension of the Agreement within a period not less than 10 calendar days prior to its expiration. In the absence of agreement of the Russian Ministry of Energy on the transfer of the Facilities for lease by User for a new term prior to the expiration date specified in clause 6.1 of the Agreement, then objections of FGC to the renewal of the Agreement shall be considered to have been received by User, and the Facility is subject to be returned to FGC.

Item 13. On approval of the loan of money with interest agreement, entered between IDGC of Centre and JSC «Yargorelectroset», which is a transaction of interest.

Decision:

1. To determine the price of the loan of money with interest agreement, entered between IDGC of Centre and JSC «Yargorelectroset», which is a transaction of interest, in the amount of 157 000 000,00 (One hundred fifty-seven million) rubles. For using the borrowed funds Borrower shall pay Lender interest at the rate of 9 (nine) per cent per annum.

In case the Central Bank of Russia (CBR) establishes the discount rate above 9 (nine) per cent per annum, interest on the agreement is paid by Borrower in accordance with the then higher rate of refinancing. The interest rate on the agreement is considered changed after the change of the refinancing rate set by the CBR, but not less than 9 (nine) per cent per annum. In case the interest rate is below 9 (nine) per cent per annum, the interest on the agreement is accrued and paid at the rate of 9 (nine) per cent per annum.

Accrual of interest is made in rubles at the amount of actually received money from the day following the day of transferring funds to the account of Borrower to the date of actual repayment of funds, including the date of repayment. Interest accrual period is set for a calendar month.

Interest is paid quarterly, not later than the 15th day of the month following the last month of the period (quarter), for which interest is paid.

2. To approve the loan of money with interest agreement, entered between IDGC of Centre and JSC «Yargorelectroset» (hereinafter – the Agreement), which is a transaction of interest, on the following essential conditions:

Parties of the Agreement:

«Lender» - IDGC of Centre;

«Borrower» - JSC «Yargorelectroset».

Subject of the Agreement:

Lender transfers to Borrower's ownership the monetary funds in the amount of 157 000 000,00 (One hundred fifty-seven million) rubles, and Borrower shall return the loan amount received with interest within the contracted term.

The loan is transferred to Borrower to credit current assets of Borrower.

Price of the Agreement:

The loan value is in the amount of 157 000 000,00 (One hundred fifty-seven million) rubles.

For using the borrowed funds Borrower shall pay Lender interest at the rate of 9 (nine) per cent per annum.

In case the Central Bank of Russia (CBR) establishes the discount rate above 9 (nine) per cent per annum, interest on the agreement is paid by Borrower in accordance with the then higher rate of refinancing. The interest rate on the agreement is considered changed after the change of the refinancing rate set by the CBR, but not less than 9 (nine) per cent per annum. In case the interest rate is below 9 (nine) per cent per annum, the interest on the agreement is accrued and paid at the rate of 9 (nine) per cent per annum.

Accrual of interest is made in rubles at the amount of actually received money from the day following the day of transferring funds to the account of Borrower to the date of actual repayment of funds, including the date of repayment. Interest accrual period is set for a calendar month.

Interest is paid quarterly, not later than the 15th day of the month following the last month of the period (quarter), for which interest is paid.

Period of repayment of the loan:

Borrower shall repay the loan amount until 01.10.2016.

Procedure for issuing the loan: Lender transfers to Borrower the amount of the loan by transferring it to the bank account of Borrower specified by Borrower. The date of the transfer of funds is the date they are credited to the account of Borrower.

Other provisions recognized as essential by the Parties:

In case of violation of the payback period by Borrower to return the loan amount, actually existing at the date of redemption, Borrower shall pay to Lender the interest at the rate of 0.1 (one-tenth) percent of the unpaid amount for each day of delay, before the date of actual repayment of the loan.

In case of violation of the payback period by Borrower to pay the interest, Borrower shall pay to Lender the interest at the rate of 0.1 (one-tenth) percent of the unpaid amount for each day of delay, before the date of actual repayment of the interest.

2.2. Date of the meeting of the Board of Directors of the issuer, at which the corresponding decision is taken: **31.10.2011.**

2.3. Date of drawing up and number of the Minutes of the meeting of the Board of Directors of the issuer, at which the corresponding decision is taken: **Minutes # 23/11 of 03.11.2011.**

3. Signature

3.1. Deputy General Director for Corporate Governance,
acting under power of attorney # D-CA/126
dated from 11.07.2011.

(signature)

Stamp here.

O.V. Tkacheva

3.2. Date «03» November 2011.