

Statement of material fact

«On holding meeting of the Board of Directors of the issuer, as well as the separate decisions taken by the Board of Directors of the issuer»

Statement on insider information

«On the agenda of the meeting of the Board of Directors of the issuer, as well as the decisions taken by it»

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 **127018, Moscow, Russia, 2nd Yamskaya, 4**
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;](http://www.e-disclosure.ru/portal/company.aspx?id=7985)

<http://www.mrsk-1.ru/ru/information/>

2. Contents of the statement

2.1. The quorum of the meeting of the Board of Directors and the voting results on the decision-making items:
Total number of members of the Board of Directors: 11 persons. Participants of the meeting (who provided questionnaires): 9 persons. The quorum for all the items is present.

Voting results:

Item 1: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 2: «FOR» - 7; «AGAINST» - 0; «ABSTAINED» - 2.

Item 3: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 4: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 5: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 6: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 7: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 8: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 9: «FOR» - 9; «AGAINST» - 0 «ABSTAINED» - 0.

Item 10: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 11: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 0.

Two members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

Item 12: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 13: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 0.

Two members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

Item 14: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 0.

Two members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

Item 15: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 0.

Two members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

Item 16: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 0.

Two members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

Item 17: «FOR» - 7; «AGAINST» - 0; «ABSTAINED» - 2.

Item 18: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

Item 19: «FOR» - 3; «AGAINST» - 4; «ABSTAINED» - 0.

Three members of the Board of Directors of IDGC of Centre did not take part in the voting on this item, since they are recognized as dependent directors in accordance with paragraph 3 of Article 83 of the Federal Law "On Joint Stock Companies".

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

Item 1. Consideration of the report «On compliance with the Regulations on the insider information of IDGC of Centre, JSC in 3Q 2012».

Decision:

To take into consideration the report «On compliance with the Regulations on the insider information of IDGC of Centre, JSC in 3Q 2012» in accordance with Appendix # 1 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 2. Consideration of the report of the General Director of the Company «On the sale of non-core assets of the Company in 3Q 2012».

Decision:

1. To take into consideration the report of the General Director of the Company «On the sale of non-core assets of the Company in 3Q 2012» in accordance with Appendix # 2 to this decision of the Board of Directors.

2. To exclude the following items from the Registry of non-core assets of the Company: items 1.2.18, 1.2.23, 1.2.26, 1.2.30, 1.2.32, 1.2.33, 1.2.35 – 1.2.39, 1.2.66, 1.6.1, 1.7.74, 1.7.75, 1.7.118, 1.7.122, 2.4 due to their sale (write off).

3. To establish a new deadline for taking a decision by the Board of Directors in relation to the items – items 1.1.1 – 1 Quarter 2013, 1.3.1. – 1 Quarter 2014.

4. To establish a new deadline for selling the following items: items 1.1.1, 1.2.29, 1.2.31, 1.7.108, 1.7.109, 1.7.153, 1.7.154, 1.7.158, 1.7.159, 1.7.165 – 2 Quarter 2013; item 1.3.1 - 2 Quarter 2014, item 1.2.20 – 4 Quarter 2014.

5. To amend and supplement the Registry of non-core assets of the Company in accordance with Appendix # 3 to this decision of the Board of Directors.

Decision is taken.

Item 3. Consideration of the report of the General Director of the Company «On the credit policy of the Company in 3Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On the credit policy of the Company in 3Q 2012» in accordance with Appendix # 4 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 4. Consideration of the report of the General Director «On provision of insurance coverage in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director «On provision of insurance coverage in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 5 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 5. Consideration of the information of the Reliability Committee of the Board of Directors of IDGC of Centre «On the state of the fixed assets of energy facilities in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the information of the Reliability Committee of the Board of Directors of IDGC of Centre «On the state of the fixed assets of energy facilities in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 6. Consideration of the report of the General Director of the Company «On the state of reliability in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director of the Company «On the state of reliability in 3Q 2012 and

following the results of 9 months 2012» in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 7. Consideration of the report of the General Director of the Company «On execution of the Program to increase the reliability of IDGC of Centre for 2012-2015 in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the Program to increase the reliability of IDGC of Centre for 2012-2015 in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 8 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 8. Consideration of the report of the General Director of the Company «On organization of the OSH management system in the Company in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director of the Company «On organization of the OSH management system in the Company in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 9 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 9. Consideration of the report of the General Director of the Company «On execution of the Program to reduce risk of injury to third-parties at facilities of IDGC of Centre for 2012 in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the Program to reduce risk of injury to third-parties at facilities of IDGC of Centre for 2012 in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 10 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 10. Consideration of the report of the General Director of the Company «On the implementation status of the Program for the implementation of environmental policy of the Company for 2012-2013 in 3Q 2012 and following the results of 9 months 2012».

Decision:

To take into consideration the report of the General Director of the Company «On the implementation status of the Program for the implementation of environmental policy of the Company for 2012-2013 in 3Q 2012 and following the results of 9 months 2012» in accordance with Appendix # 11 to this decision of the Board of Directors of the Company.

Decision is taken.

Item 11. On approval of amendment # 2 to Technological Interaction Agreement between SO UES and the Company to provide functioning of the UES of Russia dated from 12.01.2011 # SDU-1/2010/7700100001/11, which is a related party transaction.

Decision:

To approve amendment # 2 to Technological Interaction Agreement between SO UES and the Company to provide functioning of the UES of Russia dated from 12.01.2011 # SDU-1/2010/7700100001/11, which is a related party transaction (Appendix # 12 to this decision of the Board of Directors of the Company).

Decision is taken.

Item 12. On the priority activity area - On approval of the Program of measures to improve the activity of IDGC of Centre in the field of energy conservation, energy efficiency and reduction of electricity losses.

Decision:

1. To approve the Program of measures to resolve issues, which prevent from reduction of the electricity losses level (hereinafter - the Program of measures), in accordance with Appendix # 13 to this decision.

2. To instruct the General Director of the Company:

2.1. To ensure bringing the item for consideration by the Board of Directors of the Company «Consideration of the report of the General Director on the implementation status of the Program of measures to resolve issues, which prevent from reduction of the electricity losses level».

Deadline - no later than 15 business days before the end of quarter.

2.2. To identify sources of funding for the Program of measures and to consider including costs while approving or adjusting the business plan of the Company for 2013-2017 (including the investment program).

Decision is taken.

Item 13. On approval of an agreement to perform design and survey work for reconstruction of Substation 110kV № 43 VSHZ with a 10 MVA transformer replacement for 25 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center».

which is a related party transaction.

Decision:

1. To determine that the cost of the agreement to perform design and survey work for reconstruction of Substation 110kV № 43 VSHZ with a 10 MVA transformer replacement for 25 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», in accordance with the Summary statement of the cost of work (Appendix # 2 to the Agreement) is 401 200,00 (Four hundred and twelve hundred) rubles 00 kopecks, including 18% VAT - 61 200,00 (Sixty-one thousand two hundred) rubles 00 kopecks.

2. To approve the agreement to perform design and survey work for reconstruction of Substation 110kV № 43 VSHZ with a 10 MVA transformer replacement for 25 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction (Appendix # 14 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the transaction:

«Contractor» - OJSC «South Power Engineering Center» (a branch of «Rostovgridenergyproject»).

«Customer» - IDGC of Centre (Voronezhenergo division).

Subject of the Agreement:

«Contractor» undertakes to perform design and survey work for the facility: «Reconstruction of Substation 110kV № 43 VSHZ with a 10 MVA transformer replacement for 25 MVA for the needs of IDGC of Centre (Voronezhenergo division) and pass the results to Customer, and Customer shall accept the result of work and pay for it in the manner prescribed by the Agreement.

The content and scope of work, technical, economic and other requirements to the work under the agreement is specified in the Terms of Reference (Appendix # 1 to the Agreement).

Price of the Agreement:

The price of the Agreement is defined by the Summary statement of the cost of work (Appendix # 2 to the Agreement), which is 340 000,00 (Three hundred and forty thousand) rubles 00 kopecks, and plus VAT is 61 200,00 (Sixty-one thousand two hundred) rubles 00 kopecks.

Total cost with VAT under the Agreement is 401 200 (Four hundred and twelve hundred) rubles 00 kopecks.

Other terms and conditions, the parties recognize as essential:

Payment for work to Contractor is performed by Customer in the following order:

- by bank transfer within thirty (30) days after the signing by the Parties of the Act for the provision of services and the provision of an invoice.

The settlements are carried out under the Agreement in accordance with the Payment schedule of work (Appendix # 3 to the Agreement) with payment orders by transferring funds in rubles to the bank account of Contractor, specified herein or otherwise agreed by the Parties.

The excess by Contractor of the volume and cost, not evidenced with appropriate supplementary agreement of the Parties, shall be paid by Contractor at his own expense, provided that they are not caused by the failure of Customer to perform its obligations.

Turnaround time:

Turnaround time under the Agreement: in accordance with the Work schedule - five (5) weeks upon signature of the Agreement.

Execution of works is performed in accordance with the Work schedule, which is Appendix # 4 to the Agreement.

Duration of the Agreement:

The Agreement shall come into force upon signature and shall be valid until the Parties fulfill their obligations.

Dispute resolution

All disputes, controversies and claims arising out of this Agreement or in connection with it, including those related to its conclusion, modification, performance, breach, cancellation, termination, validity, shall be settled by Arbitration Court of Voronezh Region.

Before applying to the Arbitration Court of Voronezh Region to resolve the dispute, the Parties undertake to observe the procedure for extrajudicial settlement of claims in anticipation of an action in the court dispute settlement. Term of claims consideration is fifteen (15) calendar days from the date of the claim presentation.

Decision is taken.

Item 14. On approval of an agreement to perform design and survey work for reconstruction of Substation 35kV № 23 with a 6,3 MVA transformer replacement for 10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction.

Decision:

1. To determine that the cost of the agreement to perform design and survey work for reconstruction of Substation 35kV № 23 with a 6,3 MVA transformer replacement for 10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», in accordance with the Summary statement of the cost of work (Appendix # 2 to the Agreement) is 601 800,00 (Six hundred and one thousand eight hundred) rubles 00 kopecks, including 18% VAT - 91 800,00 (Ninety-one thousand, eight hundred) rubles 00 kopecks.

2. To approve the agreement to perform design and survey work for reconstruction of Substation 35kV № 23 with a 6,3 MVA transformer replacement for 10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction (Appendix # 15 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the transaction:

«Contractor» - OJSC «South Power Engineering Center» (a branch of «Rostovgridenergyproject»).

«Customer» - IDGC of Centre (Voronezhenergo division).

Subject of the Agreement:

«Contractor» undertakes to perform design and survey work for the facility: «Reconstruction of Substation 35kV № 23 with a 6,3 MVA transformer replacement for 10 MVA for the needs of IDGC of Centre (Voronezhenergo division) and pass the results to Customer, and Customer shall accept the result of work and pay for it in the manner prescribed by the Agreement.

The content and scope of work, technical, economic and other requirements to the work under the agreement is specified in the Terms of Reference (Appendix # 1 to the Agreement)

Price of the Agreement:

The price of the Agreement is defined by the Summary statement of the cost of work (Appendix # 2 to the Agreement), which is 510 000,00 (Five hundred and ten thousand) rubles 00 kopecks, and plus VAT is 91 800,00 (Ninety-one thousand, eight hundred) rubles 00 kopecks.

Total cost with VAT under the Agreement is 601 800,00 (Six hundred and one thousand eight hundred) rubles 00 kopecks.

Other terms and conditions, the parties recognize as essential:**Payment for work to Contractor is performed by Customer in the following order:**

- by bank transfer within thirty (30) days after the signing by the Parties of the Act for the provision of services and the provision of an invoice.

The settlements are carried out under the Agreement in accordance with the Payment schedule of work (Appendix # 3 to the Agreement) with payment orders by transferring funds in rubles to the bank account of Contractor, specified herein or otherwise agreed by the Parties.

The excess by Contractor of the volume and cost, not evidenced with appropriate supplementary agreement of the Parties, shall be paid by Contractor at his own expense, provided that they are not caused by the failure of Customer to perform its obligations.

Turnaround time:

Turnaround time under the Agreement: in accordance with the Work schedule - five (5) weeks upon signature of the Agreement.

Execution of works is performed in accordance with the Work schedule, which is Appendix # 4 to the Agreement.

Duration of the Agreement:

The Agreement shall come into force upon signature and shall be valid until the Parties fulfill their obligations.

Dispute resolution

All disputes, controversies and claims arising out of this Agreement or in connection with it, including those related to its conclusion, modification, performance, breach, cancellation, termination, validity, shall be settled by Arbitration Court of Voronezh Region.

Before applying to the Arbitration Court of Voronezh Region to resolve the dispute, the Parties undertake to observe the procedure for extrajudicial settlement of claims in anticipation of an action in the court dispute settlement. Term of claims consideration is fifteen (15) calendar days from the date of the claim presentation.

Decision is taken.**Item 15. On approval of an agreement to perform design and survey work for reconstruction of Substation 35kV «Usman-2» with 2x6,3 MVA transformers replacement for 2x10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction.****Decision:**

1. To determine that the cost of the agreement to perform design and survey work for reconstruction of Substation 35kV «Usman-2» with 2x6,3 MVA transformers replacement for 2x10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», in accordance with the Summary statement of the cost of work (Appendix # 2 to the Agreement) is 472 000,00 (Four hundred and seventy-two thousand) rubles 00 kopecks, including 18% VAT - 72 000,00 (Seventy-two thousand) rubles 00 kopecks.

2. To approve the agreement to perform design and survey work for reconstruction of Substation 35kV «Usman-2» with 2x6,3 MVA transformers replacement for 2x10 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction (Appendix # 16 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the transaction:

«Contractor» - OJSC «South Power Engineering Center» (a branch of «Rostovgridenergyproject»).

«Customer» - IDGC of Centre (Voronezhenergo division).

Subject of the Agreement:

«Contractor» undertakes to perform design and survey work for the facility: «Reconstruction of Substation 35kV «Usman-2» with 2x6,3 MVA transformers replacement for 2x10 MVA for the needs of IDGC of Centre (Voronezhenergo division) and pass the results to Customer, and Customer shall accept the result of work and pay for it in the manner prescribed by the Agreement.

The content and scope of work, technical, economic and other requirements to the work under the agreement is specified in the Terms of Reference (Appendix # 1 to the Agreement).

Price of the Agreement:

The price of the Agreement is defined by the Summary statement of the cost of work (Appendix # 2 to the Agreement), which is 400 000,00 (Four hundred thousand) rubles 00 kopecks, and plus VAT is 72 000,00 (Seventy-two thousand) rubles 00 kopecks.

Total cost with VAT under the Agreement is 472 000,00 (Four hundred and seventy-two thousand) rubles 00 kopecks.

Other terms and conditions, the parties recognize as essential:

Payment for work to Contractor is performed by Customer in the following order:

- by bank transfer within thirty (30) days after the signing by the Parties of the Act for the provision of services and the provision of an invoice.

The settlements are carried out under the Agreement in accordance with the Payment schedule of work (Appendix # 3 to the Agreement) with payment orders by transferring funds in rubles to the bank account of Contractor, specified herein or otherwise agreed by the Parties.

The excess by Contractor of the volume and cost, not evidenced with appropriate supplementary agreement of the Parties, shall be paid by Contractor at his own expense, provided that they are not caused by the failure of Customer to perform its obligations.

Turnaround time:

Turnaround time under the Agreement: in accordance with the Work schedule - five (5) weeks upon signature of the Agreement.

Execution of works is performed in accordance with the Work schedule, which is Appendix # 4 to the Agreement.

Duration of the Agreement:

The Agreement shall come into force upon signature and shall be valid until the Parties fulfill their obligations.

Dispute resolution

All disputes, controversies and claims arising out of this Agreement or in connection with it, including those related to its conclusion, modification, performance, breach, cancellation, termination, validity, shall be settled by Arbitration Court of Voronezh Region.

Before applying to the Arbitration Court of Voronezh Region to resolve the dispute, the Parties undertake to observe the procedure for extrajudicial settlement of claims in anticipation of an action in the court dispute settlement. Term of claims consideration is fifteen (15) calendar days from the date of the claim presentation.

Decision is taken.

Item 16. On approval of an agreement to perform design and survey work for reconstruction of Substation 35kV № 33 «Endovische» with 2x4,0 MVA transformers replacement for 2x6,3 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction.

Decision:

1. To determine that the cost of the agreement to perform design and survey work reconstruction of Substation 35kV № 33 «Endovische» with 2x4,0 MVA transformers replacement for 2x6,3 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», in accordance with the Summary statement of the cost of work (Appendix # 2 to the Agreement) is 590 000 (Five hundred and ninety thousand) rubles 00 kopecks, including 18% VAT - 90 000 (Ninety thousand) rubles 00 kopecks.

2. To approve the agreement to perform design and survey work reconstruction of Substation 35kV № 33 «Endovische» with 2x4,0 MVA transformers replacement for 2x6,3 MVA for the needs of IDGC of Centre (Voronezhenergo division), concluded between IDGC of Centre and OJSC «South Power Engineering Center», which is a related party transaction (Appendix # 17 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the transaction:

«Contractor» - OJSC «South Power Engineering Center» (a branch of «Rostovgridenergyproject»).

«Customer» - IDGC of Centre (Voronezhenergo division).

Subject of the Agreement:

«Contractor» undertakes to perform design and survey work for the facility: «Reconstruction of Substation 35 kV № 33 «Endovische» with 2x4,0 MVA transformers replacement for 2x6,3 MVA for the needs of IDGC of Centre (Voronezhenergo division) and pass the results to Customer, and Customer shall accept the result of work and pay for it in the manner prescribed by the Agreement.

The content and scope of work, technical, economic and other requirements to the work under the agreement is specified in the Terms of Reference (Appendix # 1 to the Agreement).

Price of the Agreement:

The price of the Agreement is defined by the Summary statement of the cost of work (Appendix # 2 to the Agreement), which is 500 000,00 (Five hundred thousand) rubles 00 kopecks, and plus VAT is 90 000,00 (Ninety thousand) rubles 00 kopecks.

Total cost with VAT under the Agreement is 590 000,00 (Five hundred and ninety thousand) rubles 00 kopecks.

Other terms and conditions, the parties recognize as essential:

Payment for work to Contractor is performed by Customer in the following order:

- by bank transfer within thirty (30) days after the signing by the Parties of the Act for the provision of services and the provision of an invoice.

The settlements are carried out under the Agreement in accordance with the Payment schedule of work (Appendix # 3 to the Agreement) with payment orders by transferring funds in rubles to the bank account of Contractor, specified herein or otherwise agreed by the Parties.

The excess by Contractor of the volume and cost, not evidenced with appropriate supplementary agreement of the Parties, shall be paid by Contractor at his own expense, provided that they are not caused by the failure of Customer to perform its obligations.

Turnaround time:

Turnaround time under the Agreement: in accordance with the Work schedule - five (5) weeks upon signature of the Agreement.

Execution of works is performed in accordance with the Work schedule, which is Appendix # 4 to the Agreement.

Duration of the Agreement:

The Agreement shall come into force upon signature and shall be valid until the Parties fulfill their obligations.

Dispute resolution

All disputes, controversies and claims arising out of this Agreement or in connection with it, including those related to its conclusion, modification, performance, breach, cancellation, termination, validity, shall be settled by Arbitration Court of Voronezh Region.

Before applying to the Arbitration Court of Voronezh Region to resolve the dispute, the Parties undertake to observe the procedure for extrajudicial settlement of claims in anticipation of an action in the court dispute settlement. Term of claims consideration is fifteen (15) calendar days from the date of the claim presentation.

Decision is taken.

Item 17. On the prior approval of the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes the fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a flat, located at the address: Bryansk region, Starodubsky district, city of Starodub, Sverdlov str., 88, apt. 2.

Decision:

To approve the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes the fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a flat, located at the address: Bryansk region, Starodubsky district, city of Starodub, Sverdlov str., 88, apt. 2, on the following essential conditions:

- **the alienated property** – a flat, purpose: residential, floor area is 53 sq. m., floor 1, located at the address: Bryansk region, Starodubsky district, city of Starodub, Sverdlov str., 88, apt. 2;
- **the book (depreciated) value** of the alienated asset as of 01.06.2012 is 0 (Zero) rubles 00 kopecks;
- **the way of alienation** - contractual transfer of property to the municipal property of the municipality of the city district "City of Starodub".

Decision is taken.

Item 18. On the prior approval of the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes the fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a structure – a drive-up motor road from Sovetskaya str. in the workers' settlement of Novaya Lyada to the sanatorium-preventorium of OJSC "Energetik", located at the address: Tambov region, Tambov district, settlement of Novaya Lyada.

Decision:

To approve the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes the fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a structure – a drive-up motor road from Sovetskaya str. in the workers' settlement of Novaya Lyada to the sanatorium-preventorium of OJSC "Energetik", located at the address: Tambov region, Tambov district, settlement of Novaya Lyada, on the following essential conditions:

- **the alienated property** – a structure – a drive-up motor road from Sovetskaya str. in the workers' settlement of Novaya Lyada to the sanatorium-preventorium of OJSC "Energetik", length 2 310 m, stock number 887, letter I, purpose - transportation, located at the address: Tambov region, Tambov district, settlement of Novaya Lyada;
- **the book (depreciated) value** of the alienated asset as of 01.07.2012 is - 1 464 419 (One million four hundred sixty-four thousand four hundred and nineteen) rubles 69 kopecks;
- **the way of alienation** - contractual transfer of property to the municipal property of Novolyadinsky village council of Tambov district in the Tambov region.

Decision is taken.

Item 19. On approval of a services provision agreement between IDGC Holding and the Company, which is a related party transaction.

Decision:

1. To determine that the cost of services for the services provision agreement for the operation and development of the distribution grid complex between IDGC of Centre and IDGC Holding, which is a related party transaction, per settlement period is 28 533 140,36 (Twenty-eight million five hundred thirty-three thousand one hundred forty) rubles 36

kopecks, and plus VAT (18%) 5 135 965,26 (Five million one hundred thirty-five thousand nine hundred sixty-five) rubles 26 kopecks. The settlement period is a calendar month of the service delivery.

2. To approve the services provision agreement for the operation and development of the distribution grid complex between IDGC of Centre and IDGC Holding (Appendix # 18 to this decision of the Board of Directors of the Company), which is a related party transaction, on the following conditions:

Parties of the Agreement:

- IDGC Holding, hereinafter referred to – «Contractor»;
- IDGC of Centre, hereinafter referred to – «Customer».

Subject of the Agreement:

Contractor shall provide services to Customer for the operation and development of the distribution grid complex in accordance with the terms and conditions of the agreement, and Customer agrees to accept and pay for the services in accordance with the terms and conditions of the agreement.

Price of the Agreement:

The cost of services under the agreement for one settlement period is 28 533 140,36 (Twenty-eight million five hundred thirty-three thousand one hundred forty) rubles 36 kopecks, and plus VAT (18%) 5 135 965,26 (Five million one hundred thirty-five thousand nine hundred sixty-five) rubles 26 kopecks. The settlement period is a calendar month of the service delivery.

Duration of the Agreement.

The Agreement shall come into force upon signature and shall be valid until January 1, 2015, and in part of payment until the Parties fulfill their obligations undertaken in full. The Agreement covers the relationship between the Parties arising from 01.01.2013.

Decision is not taken.

2.3. Date of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **30.11.2012.**

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 # 29/12 of 03.12.2012.**

3. Signature

3.1. Director of Corporate Governance –
Head of corporate governance and interaction
with shareholders Department,
acting under power of attorney
D-CA/177 dated from 09.12.2011.

(signature) V.A. Alimenko

Stamp here.

3.2. Date «03» December 2012.