



Interregional Distribution Grid Company of Centre,
Public Joint-Stock Company
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MINUTES

of meeting of the Board of Directors of IDGC of Centre, PJSC
(in the form of absent voting)

«15» August 2016

Moscow

No. 23/16

Form of the meeting: **absent voting.**

Total number of members of the Board of Directors: **11 people.**

Participants of the voting: **O.Y. Isaev, D.A. Malkov, Y.N. Mangarov, I.B. Masaleva, M.M. Saukh, D.A. Spirin, R.A. Filkin, O.V. Shatokhina, A.V. Shevchuk, N.I. Erpsher.**

Members who did not provide questionnaires: **A.E. Bogashov.**

The quorum **is present.**

Date of the minutes: **16.08.2016.**

AGENDA:

1. On approval of the target values of Cash Flow of the Company for 3Q 2016.
2. On cancellation of the Regulation on management of cash flow of IDGC of Centre.
3. On approval of internal documents of the Company - the Instruction «Inventory procedure of investment projects of IDGC of Centre, PJSC».
4. On approval of an agreement for removal of restrictions on the use of a land plot, concluded between IDGC of Centre, PJSC and FGC UES, which is a related party transaction.
5. On approval of an agreement on the purchase and sale of property, concluded between IDGC of Centre, PJSC and FGC UES, which is a related party transaction.
6. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Belgorodenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
7. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Bryanskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
8. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Voronezhenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
9. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kostromaenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
10. On approval of an agreement for purchase of software licenses for a data leak

- prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kurskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
11. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Lipetskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 12. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Orelenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 13. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Smolenskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 14. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tambovenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 15. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tverenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 16. On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Yarenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.
 17. On approval of a service agreement to maintain reference data for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
 18. On consideration of the report of General Director of the Company «On provision of insurance coverage in 2Q 2016».
 19. On coordination of holding positions in the governing bodies of other organizations by a member of the Management Board of IDGC of Centre, PJSC.
 20. On coordination of nominations for certain positions in the Executive Office of the Company, determined by the Board of Directors of the Company.
 21. On approval of an agreement to perform research and development work, concluded between IDGC of Centre, PJSC and OJSC «ENIN», which is a related party transaction.
 22. On consideration of the report of General Director of the Company «On the credit policy of the Company in 2Q 2016».
 23. On consideration of the report of General Director of the Company «On performed in 1H 2016 activities aimed at reducing the service costs of the Company's debt portfolio».

Item 1: On approval of the target values of Cash Flow of the Company for 3Q 2016.

Decision:

To defer consideration of the item at a later date.

Voting results:

1. Oleg Yuryevich Isaev - «FOR»
2. Denis Alexandrovich Malkov - «FOR»
3. Yury Nikolayevich Mangarov - «FOR»
4. Irina Borisovna Masaleva - «FOR»
5. Maxim Mikhailovich Saukh - «FOR»
6. Denis Alexandrovich Spirin - «FOR»
7. Roman Alexeyevich Filkin - «FOR»
8. Oxana Vladimirovna Shatokhina - «FOR»
9. Alexander Viktorovich Shevchuk - «ABSTAINED»
10. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «9»
«AGAINST»	- «0»
«ABSTAINED»	- «1»

Decision is taken.

Item 2: On cancellation of the Regulation on management of cash flow of IDGC of Centre.

Decision:

To cancel the Regulation on management of cash flow of IDGC of Centre, approved by the decision of the Company's Board of Directors on 18.04.2008 (Minutes # 08/08 of 21.04.2008), with amendments dated 15.03.2010 (Minutes # 05/10 of 17.10.2010).

Voting results:

1. Oleg Yuryevich Isaev - «FOR»
2. Denis Alexandrovich Malkov - «FOR»
3. Yury Nikolayevich Mangarov - «FOR»
4. Irina Borisovna Masaleva - «FOR»
5. Maxim Mikhailovich Saukh - «FOR»
6. Denis Alexandrovich Spirin - «ABSTAINED»
7. Roman Alexeyevich Filkin - «ABSTAINED»
8. Oxana Vladimirovna Shatokhina - «FOR»
9. Alexander Viktorovich Shevchuk - «ABSTAINED»
10. Natalia Ilyinichna Erpsher - «FOR»

Total:

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

Decision is taken.

Item 3: On approval of internal documents of the Company - the Instruction «Inventory procedure of investment projects of IDGC of Centre, PJSC».

Decision:

To approve the Instruction «Inventory procedure of investment projects of IDGC of Centre, PJSC» in accordance with Appendix # 1 to this decision of the Board of Directors of the Company.

Voting results:

1. Oleg Yuryevich Isaev - «FOR»
2. Denis Alexandrovich Malkov - «FOR»
3. Yury Nikolayevich Mangarov - «FOR»

- | | | |
|-----|--------------------------------|---------------|
| 4. | Irina Borisovna Masaleva | - «FOR» |
| 5. | Maxim Mikhailovich Saukh | - «FOR» |
| 6. | Denis Alexandrovich Spirin | - «ABSTAINED» |
| 7. | Roman Alexeyevich Filkin | - «ABSTAINED» |
| 8. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 9. | Alexander Viktorovich Shevchuk | - «ABSTAINED» |
| 10. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

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

Decision is taken.

The following dissenting opinion of a member of the Board of Directors of the Company, A.V. Shevchuk, was received on this item:

«The company has no investment projects with a value in excess of the above specified in the Instruction «Inventory procedure of investment projects of IDGC of Centre, PJSC».

Item 4: On approval of an agreement for removal of restrictions on the use of a land plot, concluded between IDGC of Centre, PJSC and FGC UES, which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and Federal Grid Company is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.

Decision:

1. To determine the estimated cost of services for the removal of restrictions on the use of a land plot under the agreement, concluded between IDGC of Centre, PJSC and Federal Grid Company in accordance with Appendix # 2 to the Agreement in the amount of 15 048 186 (Fifteen million forty-eight thousand one hundred eighty-six) rubles 00 kopecks, including VAT 18% - 2 295 486 (Two million two hundred and ninety-five thousand four hundred eighty-six) rubles 00 kopecks.

2. To approve the agreement for the removal of restrictions on the use of a land plot, concluded between IDGC of Centre, PJSC and Federal Grid Company, which is a related party transaction, on the following essential conditions:

Parties of the agreement:

«Applicant» - Federal Grid Company;

«Owner» - IDGC of Centre, PJSC.

Subject of the agreement:

Implementation of measures by Owner to reconstruct the double circuit 110 kV line "Dvurechki-Left, Right" for and in connection with the Applicant's actions on grid connection of electrical installations of the Special Economic Zone "Lipetsk" - the 220 kV Substation "Kazinka", including:

- registration by Owner of ownership of the reconstructed Facilities of Owner, belonging to Owner prior to the modernization of the Facility of Applicant;

- implementation of activities by Owner related to Applicant's actions on construction (reconstruction, technical re-equipment) of the Facility of Applicant, which involve the need for reorganization (relocation, reconstruction and technical re-equipment, configuration changes) of the Facilities of Owner.

Owner at the expense of Applicant ensures the implementation of measures for the reconstruction of the 110 kV overhead line "Dvurechki-Left, Right" in accordance with

Appendix # 1 to the Agreement, as well as performs other activities, the need to perform which arose in connection with the implementation of a package of measures on grid connection of electrical installations of the Special Economic Zone "Lipetsk" - the 220 kV Substation "Kazinka".

Activities, implemented by Owner, may include dismantling (demolition, liquidation), switching, removal and reconfiguration and relocation of Owner's Facilities, change in length and/or other parameters of Owner's Facilities, as well as other necessary measures (listed in Appendix # 1 to the Agreement), including gleaning of the territory for the construction and creation of conditions to put taps of the 220 kV Conductor "Lipetsk - Metallurgical" at the SS 220 kV "Kazinka" into operation in accordance with the documentation made in accordance with p.p. 1.1, 1.2, 1.4. of the Agreement.

Price of the agreement:

The estimated cost of the services under the Agreement, payable by Applicant, required to perform by Owner of item 1.2 of the Agreement, defined in accordance with Appendix # 2 to the Agreement, amounts to 15 048 186 (Fifteen million forty-eight thousand one hundred eighty-six) rubles 00 kopecks, including VAT 18% - 2 295 486 (Two million two hundred and ninety-five thousand four hundred eighty-six) rubles 00 kopecks.

The final cost of the services under the Agreement is determined by an additional Agreement between the Parties, concluded after the third (3rd) stage of item 1.4 of the Agreement, including expenses of Owner associated with reorganization of the Facilities and not reflected in the documentation, as well as all costs incurred by Owner due to the reorganization of the Facilities. Including the costs of registration of land plots for placement of reconstructed facilities and expenses on reregistration of property rights.

Final payment shall be made within 10 (ten) calendar days from the date of an invoice presentation by Owner. The invoice is made by Owner within 10 (ten) calendar days from the date of signing of the Amendment.

Terms of performance of the activities:

Reconstruction of the power line from the land plot is carried out by the following steps:

1 (first) stage - registration of land rights for survey and design work.

Duration: 105 (one hundred and five) working days from the receipt of the advance payment to the account of Owner.

2 (second) stage - development of documentation for reconstruction of the power line and getting a positive expert opinion.

Duration: 165 (one hundred and sixty-five) calendar days from the date of implementation of the 1st (first) stage.

3 (third) stage - implementation of measures for the reconstruction of electrical installations (construction and installation work), registration of title documents for completed with the Reconstruction (relocation, reconstruction, modernization, change of configuration) Facilities of Owner and the land plots under them, including the re-registration of the boundaries of protected areas, and state registration of the rights of Owner for the reconstructed Facilities and the land plots under them with the Federal service for state registration, cadastre and cartography, and other expenses.

Duration: performance of these activities in terms defined in the Amendment concluded after stages 1 and 2.

Specific activities, whose performance is required for the Reconstruction (Relocation) of Owner's Facilities, as well as the cost of the services to be defined (specified) including taking into account the documentation developed for the purpose of the Reconstruction (Relocation) of Owner's Facilities and having a positive opinion of the authorized organization for examination performance on its compliance with the requirements of

regulatory acts in the field of design and construction (hereinafter - the documents).
Within 3 (three) working days after completion of each stage the Parties sign the Certificate on the execution of the obligations of each stage in the framework of the Agreement.

Duration of the agreement:

The Agreement shall enter into force upon its signing and is valid until the Parties fulfill their obligations.

Responsibilities of the parties:

For non-performance or improper performance of the terms and conditions of the Agreement the Parties bear responsibility in accordance with the Agreement and the current Russian Federation legislation.

Dispute resolution:

All disputes, controversies and claims arising from the Agreement, or in connection with it, including related to its conclusion, alteration, execution, violation, termination, and validity, are to be settled in the Arbitration Court of the Lipetsk region.

Before contacting the Arbitration Court of the Lipetsk region for the resolution of the dispute, the Parties undertake to observe the claim procedure for dispute settlement. Time for consideration of claims is 15 (Fifteen) calendar days from the date of the claim.

Voting results:

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|-----------------------------------|---------------|
| 1. Denis Alexandrovich Malkov | - «FOR» |
| 2. Yury Nikolayevich Mangarov | - «FOR» |
| 3. Irina Borisovna Masaleva | - «FOR» |
| 4. Maxim Mikhailovich Saukh | - «FOR» |
| 5. Denis Alexandrovich Spirin | - «ABSTAINED» |
| 6. Roman Alexeyevich Filkin | - «ABSTAINED» |
| 7. Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. Alexander Viktorovich Shevchuk | - «FOR» |
| 9. Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «7»
«AGAINST»	- «0»
«ABSTAINED»	- «2»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 5: On approval of an agreement on the purchase and sale of property, concluded between IDGC of Centre, PJSC and FGC UES, which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and Federal Grid Company is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.

Decision:

1. To determine the value of the Property purchased under the agreement of purchase and sale of property, including VAT, in the amount of 16 148 978,56 (Sixteen million one hundred forty-eight thousand nine hundred seventy-eight) rubles 56 kopecks. The Property value is determined on the basis of the Report on the evaluation of the market value of electric grid property dated 20.02.2016 № MF-2270, made by the Moscow

branch of the Limited Liability Company "Institute of property valuation and financial performance".

2. To approve the agreement of sale of property (hereinafter - the Agreement), concluded between IDGC of Centre, PJSC (branch of IDGC of Centre, PJSC - «Yarenergo») and Federal Grid Company, which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Federal Grid Company - Seller;

IDGC of Centre, PJSC - Buyer.

Subject of the Agreement:

Seller shall transfer and Buyer shall take the Property for the price and conditions of the agreement as property, located at the addresses specified in Appenices

1,2, 3 to the agreement, including:

- immovable electric grid property specified in Appendix # 1 to the Agreement;
- movable electric grid property specified in Appendix # 2 to the Agreement;
- land plots specified in Appendix # 3 to the Agreement.

Price and settlement procedure:

The total price of the Property, including VAT, amounts to 16 148 978,56 (Sixteen million one hundred forty-eight thousand nine hundred seventy-eight) rubles 56 kopecks, including:

- the cost of the movable and immovable electric grid property is 13 609 562,33 (Thirteen million six hundred and nine thousand five hundred sixty-two) rubles 33 kopecks, plus VAT 18% in the amount of 2 449 721,23 (Two million four hundred and forty-nine thousand seven hundred twenty-one) rubles 23 kopecks;
- the cost of the land plots is 89 695,00 (Eighty nine thousand six hundred ninety-five) rubles 00 kopecks, VAT is not charged.

Buyer pays the cost of the Property referred to in para. 2.1. of the Agreement, by transferring funds to the account of Seller within 30 (Thirty) calendar days from the date of receipt of the invoice presented by Seller upon signing by the Parties of the Agreement.

Buyer pays the cost of the Property referred to in para. 2.1. of the Agreement, by transferring funds to the account of Seller within 30 (Thirty) calendar days from the date of receipt of the invoice presented by Seller upon signing by the Parties of the Agreement.

Buyer's obligations to pay for the Property shall be regarded as fulfilled since the funds are credited to the account of Seller.

Term and procedure for the transfer of the property:

The Property and all related necessary documentation (project documentation, technical and cadastral certificates, copies of certificates of state registration of Seller's rights to immovable property (including land plots), technical documentation, including movable property items, and others.) is transferred from Seller to Buyer within 5 (five) working days from the date of execution of the payment obligations by Buyer of the Property under the terms and conditions of section 2 of the Agreement.

Duration of the agreement:

The Agreement shall enter into force upon signature by both Parties and is valid until the Parties fulfill their obligations.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»

- | | | |
|----|--------------------------------|---------------|
| 3. | Irina Borisovna Masaleva | - «FOR» |
| 4. | Maxim Mikhailovich Saukh | - «FOR» |
| 5. | Denis Alexandrovich Spirin | - «ABSTAINED» |
| 6. | Roman Alexeyevich Filkin | - «ABSTAINED» |
| 7. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. | Alexander Viktorovich Shevchuk | - «FOR» |
| 9. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «7»
«AGAINST»	- «0»
«ABSTAINED»	- «2»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

The following dissenting opinion of a member of the Board of Directors of the Company, A.V. Shevchuk, was received on items ## 6-17 of the agenda:

«The materials for the meeting of the Board of Directors do not provide for an analysis of the need to purchase 9000 licenses for the company's branches with regard to facts of leakage of confidential information and impact assessment, and comparing them with the proposed costs, and the need for an intermediary in the provision of the software has not been specified either».

Item 6: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Belgorodenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Belgorodenergo») and JSC «FOCL-Conductor Administration», in the amount of 20 427 840 (Twenty million four hundred twenty-seven thousand eight hundred forty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Belgorodenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Belgorodenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is

20 427 840 (Twenty million four hundred twenty-seven thousand eight hundred forty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

- | | |
|-----------------------------------|-------------|
| 1. Denis Alexandrovich Malkov | - «FOR» |
| 2. Yury Nikolayevich Mangarov | - «FOR» |
| 3. Irina Borisovna Masaleva | - «FOR» |
| 4. Maxim Mikhailovich Saukh | - «FOR» |
| 5. Denis Alexandrovich Spirin | - «AGAINST» |
| 6. Roman Alexeyevich Filkin | - «AGAINST» |
| 7. Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. Natalia Ilyinichna Erpsheer | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 7: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Bryanskenergo») and JSC

«FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Bryanskenergo») and JSC «FOCL-Conductor Administration», in the amount of 8 156 950 (Eight million one hundred fifty-six thousand nine hundred fifty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Bryanskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Bryanskenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee. Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 8 156 950 (Eight million one hundred fifty-six thousand nine hundred fifty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by

the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 8: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Voronezhenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Voronezhenergo») and JSC «FOCL-Conductor Administration», in the amount of 12 058 100 (Twelve million fifty-eight thousand one hundred) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Voronezhenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Voronezhenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 12 058 100 (Twelve million fifty-eight thousand one hundred) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

- | | | |
|----|--------------------------------|-------------|
| 1. | Denis Alexandrovich Malkov | - «FOR» |
| 2. | Yury Nikolayevich Mangarov | - «FOR» |
| 3. | Irina Borisovna Masaleva | - «FOR» |
| 4. | Maxim Mikhailovich Saukh | - «FOR» |
| 5. | Denis Alexandrovich Spirin | - «AGAINST» |
| 6. | Roman Alexeyevich Filkin | - «AGAINST» |
| 7. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. | Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 9: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kostromaenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Kostromaenergo») and JSC «FOCL-Conductor Administration», in the amount of 9 717 410 (Nine million seven hundred and seventeen thousand four hundred and ten) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kostromaenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Kostromaenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 9 717 410 (Nine million seven hundred and seventeen thousand four hundred and ten) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by

the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the Parties arisen since 18.07.2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 10: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kurskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Kurskenergo») and JSC «FOCL-Conductor Administration», in the amount of 11 987 170 (Eleven million nine hundred eighty-seven thousand one hundred and seventy) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Kurskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Kurskenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 11 987 170 (Eleven million nine hundred eighty-seven thousand one hundred and seventy) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate and provision of an invoice.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution. The validity of the Agreement covers the legal relations of the Parties arisen since 18.07.2016.

Voting results:

- | | |
|-----------------------------------|-------------|
| 1. Denis Alexandrovich Malkov | - «FOR» |
| 2. Yury Nikolayevich Mangarov | - «FOR» |
| 3. Irina Borisovna Masaleva | - «FOR» |
| 4. Maxim Mikhailovich Saukh | - «FOR» |
| 5. Denis Alexandrovich Spirin | - «AGAINST» |
| 6. Roman Alexeyevich Filkin | - «AGAINST» |
| 7. Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 11: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Lipetskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Lipetskenergo») and JSC «FOCL-Conductor Administration», in the amount of 9 717 410 (Nine million seven hundred and seventeen thousand four hundred and ten) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Lipetskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Lipetskenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 9 717 410 (Nine million seven hundred and seventeen thousand four hundred and ten) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by

the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsheer - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 12: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Orelenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Orelenergo») and JSC «FOCL-Conductor Administration», in the amount of 8 866 250 (Eight million eight hundred sixty-six thousand two hundred fifty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Orelenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Orelenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 8 866 250 (Eight million eight hundred sixty-six thousand two hundred fifty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate and provision of an invoice.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution. The validity of the Agreement covers the legal relations of the Parties arisen since 18.07.2016.

Voting results:

- | | | |
|----|--------------------------------|-------------|
| 1. | Denis Alexandrovich Malkov | - «FOR» |
| 2. | Yury Nikolayevich Mangarov | - «FOR» |
| 3. | Irina Borisovna Masaleva | - «FOR» |
| 4. | Maxim Mikhailovich Saukh | - «FOR» |
| 5. | Denis Alexandrovich Spirin | - «AGAINST» |
| 6. | Roman Alexeyevich Filkin | - «AGAINST» |
| 7. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. | Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 13: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Smolenskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between

IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Smolenskenergo») and JSC «FOCL-Conductor Administration», in the amount of 13 405 770 (Thirteen million four hundred and five thousand seven hundred and seventy) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Smolenskenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Smolenskenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 13 405 770 (Thirteen million four hundred and five thousand seven hundred and seventy) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution. The validity of the Agreement covers the legal

relations of the parties in fact arisen since 18.07.2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 14: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tambovenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Tambovenergo») and JSC «FOCL-Conductor Administration», in the amount of 9 433 690 (Nine million four hundred thirty-three thousand six hundred ninety) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tambovenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Tambovenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee. Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 9 433 690 (Nine million four hundred thirty-three thousand six hundred ninety) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

- | | |
|-----------------------------------|-------------|
| 1. Denis Alexandrovich Malkov | - «FOR» |
| 2. Yury Nikolayevich Mangarov | - «FOR» |
| 3. Irina Borisovna Masaleva | - «FOR» |
| 4. Maxim Mikhailovich Saukh | - «FOR» |
| 5. Denis Alexandrovich Spirin | - «AGAINST» |
| 6. Roman Alexeyevich Filkin | - «AGAINST» |
| 7. Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 15: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tverenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of

the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Tverenergo») and JSC «FOCL-Conductor Administration», in the amount of 13 902 280 (Thirteen million nine hundred and two thousand two hundred eighty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Tverenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Tverenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee.

Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 13 902 280 (Thirteen million nine hundred and two thousand two hundred eighty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since

18.07.2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 16: On approval of an agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Yarenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open one-stage tender without prequalification of bidders (Minutes dated 27.06.2016 # 0426-EO-16-2) for the right to conclude Agreements for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC:

1. To determine the cost of services under the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch - «Yarenergo») and JSC «FOCL-Conductor Administration», in the amount of 10 001 130 (Ten million one thousand one hundred thirty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.
2. To approve the Agreement for purchase of software licenses for a data leak prevention system for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC (in the interests of the branch «Yarenergo») and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

Sublicensee - branch of IDGC of Centre, PJSC - «Yarenergo»

Licensee - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Licensee under the terms and conditions of the Agreement provides Sublicensee with

non-exclusive rights to use the software – licenses for a data leak prevention system («Software») within the contractual limits and the period of validity of the Agreement, and Sublicensee for the provision of the non-exclusive rights shall pay a fee to Licensee. Name of the Software, the number of users (installations, work places) of the Software, the term of transfer of the non-exclusive rights, the premises for use, the amount of remuneration are determined by the Parties in the Specification (Appendix #1 to the Agreement).

Price of the Agreement:

For granting of the non-exclusive rights to use the Software Sublicensee shall pay a fee to Licensee, the total size of which is determined on the basis of the Specification (Appendix #1 to the Agreement) and is 10 001 130 (Ten million one thousand one hundred thirty) rubles 00 kopecks, in accordance with subparagraph 26 of paragraph 2 of Article 149 of the Tax Code of the Russian Federation and paragraph 5 of article 1238 of the Civil Code of the Russian Federation, not subject to VAT.

Term of use of the Software:

Licensee provides Sublicensee with the right to use licensed software to protect against data leaks for the term (period of use) – indefinitely from the date of signing of the license acceptance and transfer certificate.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid during the term of the exclusive right to the Software, and in terms of unfulfilled obligations by the Parties - till their full execution.

The validity of the Agreement covers the legal relations of the parties in fact arisen since 18.07.2016.

Voting results:

- | | |
|-----------------------------------|-------------|
| 1. Denis Alexandrovich Malkov | - «FOR» |
| 2. Yury Nikolayevich Mangarov | - «FOR» |
| 3. Irina Borisovna Masaleva | - «FOR» |
| 4. Maxim Mikhailovich Saukh | - «FOR» |
| 5. Denis Alexandrovich Spirin | - «AGAINST» |
| 6. Roman Alexeyevich Filkin | - «AGAINST» |
| 7. Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. Alexander Viktorovich Shevchuk | - «AGAINST» |
| 9. Natalia Ilyinichna Erpsheer | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 17: On approval of a service agreement to maintain reference data for the needs of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the parties to the transaction.

Decision:

In connection with the recognition of JSC «FOCL-Conductor Administration» the winner of the open tender for the right to conclude the agreement to maintain reference data:

1. To determine in accordance with the Calculation of the cost of services (Appendix # 2 to the Agreement) the cost of services under the Agreement to maintain reference data, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», in the amount of 4 091 333,62 (Four million ninety-one thousand three hundred thirty-three) rubles 62 kopecks, including VAT (18%) – 624 101,74 (Six hundred twenty-four thousand one hundred and one) rubles 74 kopecks.

2. To approve the Agreement to maintain reference data, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre, PJSC

«Contractor» - JSC «FOCL-Conductor Administration»

Subject of the Agreement:

Contractor agrees to provide services to maintain reference data (hereinafter – «the Services») for the needs of IDGC of Centre, PJSC (the branches: «Belgorodenergo», «Bryanskenergo», «Voronezhenergo», «Kostromaenergo», «Kurskenergo», «Lipetskenergo», «Orelenergo», «Smolenskenergo», «Tambovenergo», «Tverenergo» and «Yarenergo»), according to the List of services (Appendix # 1 to the Agreement) and in accordance with the Terms of Reference (Appendix # 3 to the Agreement), which are an integral part of the Agreement, and Customer undertakes to accept them and pay.

The services to maintain reference data include:

- Initial one-time events:

- Stage 1: Services for the preparation and updating of technical documentation;
- Stage 2: Services for the deployment and adaptation of information systems;
- Stage 3: Initial one-time events to update the general information metamodel and maintenance of directories and classifiers of the centralized reference data management system.

- Ongoing activities:

- Ongoing activities for updating the general information metamodel and maintenance of directories and classifiers of the centralized reference data management system.

Price of the agreement:

The cost of services provided under the Agreement, determined in accordance with the Calculation of the cost of services (Appendix # 2 to the Agreement) and is 4 091 333,62 (Four million ninety-one thousand three hundred thirty-three) rubles 62 kopecks, including VAT (18%) – 624 101,74 (Six hundred twenty-four thousand one hundred and one) rubles 74 kopecks:

- the cost of the initial one-time events is 979 799,35 (Nine hundred seventy-nine thousand seven hundred ninety-nine) rubles 35 kopecks, including VAT 18% 149 460,92 (One hundred forty-nine thousand four hundred sixty) rubles 92 kopecks;

- the cost of the ongoing activities for updating the general information metamodel and maintenance of directories and classifiers of the centralized reference data management system is 3 111 534,27 (Three million one hundred eleven thousand five hundred thirty-four) rubles 27 kopecks, including 18% VAT 474 640,82 (Four hundred seventy-four thousand six hundred forty) rubles 82 kopecks.

Turnaround time:

Turnaround time shall be determined in accordance with Appendix # 1 to the Agreement.

Duration of the Agreement:

The Agreement shall enter into force upon signature by both Parties and is valid until 08 February 2019, provided that the obligations of the parties under the Agreement are fulfilled. The Agreement covers the relations between the parties arising from 09 February 2016.

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»
3. Irina Borisovna Masaleva - «FOR»
4. Maxim Mikhailovich Saukh - «FOR»
5. Denis Alexandrovich Spirin - «AGAINST»
6. Roman Alexeyevich Filkin - «AGAINST»
7. Oxana Vladimirovna Shatokhina - «FOR»
8. Alexander Viktorovich Shevchuk - «AGAINST»
9. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «6»
«AGAINST»	- «3»
«ABSTAINED»	- «0»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

Item 18: On consideration of the report of General Director of the Company «On provision of insurance coverage in 2Q 2016».

Decision:

To take into consideration the report of General Director of the Company «On provision of insurance coverage in 2Q 2016» in accordance with Appendix # 2 to this decision of the Board of Directors of the Company.

Voting results:

1. Oleg Yuryevich Isaev - «FOR»
2. Denis Alexandrovich Malkov - «FOR»
3. Yury Nikolayevich Mangarov - «FOR»
4. Irina Borisovna Masaleva - «FOR»
5. Maxim Mikhailovich Saukh - «FOR»
6. Denis Alexandrovich Spirin - «FOR»
7. Roman Alexeyevich Filkin - «FOR»
8. Oxana Vladimirovna Shatokhina - «FOR»
9. Alexander Viktorovich Shevchuk - «FOR»
10. Natalia Ilyinichna Erpsher - «FOR»

Total:

«FOR»	- «10»
«AGAINST»	- «0»
«ABSTAINED»	- «0»

Decision is taken.

Item 19: On coordination of holding positions in the governing bodies of other

organizations by a member of the Management Board of IDGC of Centre, PJSC.

Decision:

To coordinate holding the position of a member of the Supervisory Board of Russian Industrial Association of Employers in the Power Industry (RaEI Association) by Inna Vitalievna Gromova, a member of the Management Board of IDGC of Centre, PJSC.

Voting results:

- | | | |
|-----|--------------------------------|---------|
| 1. | Oleg Yuryevich Isaev | - «FOR» |
| 2. | Denis Alexandrovich Malkov | - «FOR» |
| 3. | Yury Nikolayevich Mangarov | - «FOR» |
| 4. | Irina Borisovna Masaleva | - «FOR» |
| 5. | Maxim Mikhailovich Saukh | - «FOR» |
| 6. | Denis Alexandrovich Spirin | - «FOR» |
| 7. | Roman Alexeyevich Filkin | - «FOR» |
| 8. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 9. | Alexander Viktorovich Shevchuk | - «FOR» |
| 10. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «10»
«AGAINST»	- «0»
«ABSTAINED»	- «0»

Decision is taken.

Item 20: On coordination of nominations for certain positions in the Executive Office of the Company, determined by the Board of Directors of the Company.

Decision:

To agree upon the nomination of Alexander Ivanovich Chumachenko for the position of Deputy General Director of IDGC of Centre - Tverenergo division director.

Voting results:

- | | | |
|-----|--------------------------------|---------------|
| 1. | Oleg Yuryevich Isaev | - «FOR» |
| 2. | Denis Alexandrovich Malkov | - «FOR» |
| 3. | Yury Nikolayevich Mangarov | - «FOR» |
| 4. | Irina Borisovna Masaleva | - «FOR» |
| 5. | Maxim Mikhailovich Saukh | - «FOR» |
| 6. | Denis Alexandrovich Spirin | - «ABSTAINED» |
| 7. | Roman Alexeyevich Filkin | - «ABSTAINED» |
| 8. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 9. | Alexander Viktorovich Shevchuk | - «ABSTAINED» |
| 10. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

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

Decision is taken.

The following dissenting opinion of a member of the Board of Directors of the Company, A.V. Shevchuk, was received on this item:

«The Personnel and Remuneration Committee meeting was not physical with invitation of the nominee under review and discussion of the work program of the Branch Director».

Item 21: On approval of an agreement to perform research and development work,

concluded between IDGC of Centre, PJSC and OJSC «ENIN», which is a related party transaction.

In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and OJSC «ENIN» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of IDGC of Centre, PJSC and OJSC «ENIN», which are the parties to the transaction.

Decision:

1. To determine in accordance with the Cost estimate (Appendix # 5 to this decision of the Board of Directors of the Company) the cost of work under the Agreement to perform research and development work, concluded between IDGC of Centre, PJSC and OJSC «ENIN», in the amount of

42 300 000,00 (Forty-two million three hundred thousand) rubles 00 kopecks, with VAT 18% - 7 614 000,00 (Seven million six hundred and fourteen thousand) rubles 00 kopecks.

2. To approve the Agreement to perform research and development work, concluded between IDGC of Centre, PJSC and OJSC «ENIN», which is a related party transaction, on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre, PJSC;

«Contractor» - OJSC «ENIN».

Subject of the Agreement:

Contractor in accordance with the Terms of Reference of Customer undertakes to perform research and development work on the creation of hardware and software for the protection of 35-110 kV substations of a new generation from electromagnetic interference with use of lightning protection multicable.

The content and scope of the Work, technical and other requirements for the Work under the Agreement are defined in the Terms of Reference (Appendix # 3 to this decision of the Board of Directors of the Company).

Stages and deadlines to perform the Work by Contractor are defined by the Schedule (Appendix # 4 to this decision of the Board of Directors of the Company).

Price of the agreement:

The cost of work under the Agreement is determined in accordance with the Cost estimate to perform research and development work (Appendix # 5 to this decision of the Board of Directors of the Company), which is

42 300 000,00 (Forty-two million three hundred thousand) rubles 00 kopecks, including VAT 18% - 7 614 000,00 (Seven million six hundred and fourteen thousand) rubles 00 kopecks.

The total cost of the work with VAT under the Agreement is 49 914 000,00 (Forty-nine million nine hundred and fourteen thousand) rubles 00 kopecks.

Turnaround time:

The Work is performed in accordance with the Schedule (Appendix # 4 to this decision of the Board of Directors of the Company):

Start: 01 September 2016.

Completion: 31 March 2017.

Duration of the Agreement:

The Agreement shall enter into force on the day of its signing and is valid until the Parties fulfill their obligations (including warranty).

Voting results:

1. Denis Alexandrovich Malkov - «FOR»
2. Yury Nikolayevich Mangarov - «FOR»

- | | | |
|----|--------------------------------|---------------|
| 3. | Irina Borisovna Masaleva | - «FOR» |
| 4. | Maxim Mikhailovich Saukh | - «FOR» |
| 5. | Denis Alexandrovich Spirin | - «AGAINST» |
| 6. | Roman Alexeyevich Filkin | - «AGAINST» |
| 7. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 8. | Alexander Viktorovich Shevchuk | - «ABSTAINED» |
| 9. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «6»
«AGAINST»	- «2»
«ABSTAINED»	- «1»

Member of the Board of Directors of IDGC of Centre, PJSC O.Y. Isaev did not take part in the voting on this item as recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».

Decision is taken.

The following dissenting opinion of a member of the Board of Directors of the Company, A.V. Shevchuk, was received on this item:

«The materials have no economic justification to perform research and development work as well as a possible compensation mechanism for IDGC of Centre's expenses in case of successful implementation of the result and its replication in other companies».

Item 22: On consideration of the report of General Director of the Company «On the credit policy of the Company in 2Q 2016».

Decision:

- To take into consideration the report of General Director of the Company «On the credit policy of the Company in 2Q 2016» in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.
- To agree upon temporary excess of the target limit of the debt service coverage as of 30.06.2016.
- To instruct General Director of the Company to ensure implementation of requirements of the Regulation on credit policy, approved by the Board of Directors of the Company.

Voting results:

- | | | |
|-----|--------------------------------|---------------|
| 1. | Oleg Yuryevich Isaev | - «FOR» |
| 2. | Denis Alexandrovich Malkov | - «FOR» |
| 3. | Yury Nikolayevich Mangarov | - «FOR» |
| 4. | Irina Borisovna Masaleva | - «FOR» |
| 5. | Maxim Mikhailovich Saukh | - «FOR» |
| 6. | Denis Alexandrovich Spirin | - «ABSTAINED» |
| 7. | Roman Alexeyevich Filkin | - «ABSTAINED» |
| 8. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 9. | Alexander Viktorovich Shevchuk | - «ABSTAINED» |
| 10. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

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

Decision is taken.

Item 23: On consideration of the report of General Director of the Company «On

performed in 1H 2016 activities aimed at reducing the service costs of the Company's debt portfolio».

Decision:

To take into consideration the report of General Director of the Company «On performed in 1H 2016 activities aimed at reducing the service costs of the Company's debt portfolio» in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.

Voting results:

- | | | |
|-----|--------------------------------|---------|
| 1. | Oleg Yuryevich Isaev | - «FOR» |
| 2. | Denis Alexandrovich Malkov | - «FOR» |
| 3. | Yury Nikolayevich Mangarov | - «FOR» |
| 4. | Irina Borisovna Masaleva | - «FOR» |
| 5. | Maxim Mikhailovich Saukh | - «FOR» |
| 6. | Denis Alexandrovich Spirin | - «FOR» |
| 7. | Roman Alexeyevich Filkin | - «FOR» |
| 8. | Oxana Vladimirovna Shatokhina | - «FOR» |
| 9. | Alexander Viktorovich Shevchuk | - «FOR» |
| 10. | Natalia Ilyinichna Erpsher | - «FOR» |

Total:

«FOR»	- «10»
«AGAINST»	- «0»
«ABSTAINED»	- «0»

Decision is taken.

Appendices:

1. The Instruction «Inventory procedure of investment projects of IDGC of Centre, PJSC» (Appendix # 1).
2. The report of General Director of the Company «On provision of insurance coverage in 2Q 2016» (Appendix # 2).
3. The Appendices to the agreement to perform research and development work, concluded between IDGC of Centre, PJSC and OJSC «ENIN» (Appendices ## 3-5).
4. The report of General Director of the Company «On the credit policy of the Company in 2Q 2016» (Appendix # 6).
5. The report of General Director of the Company «On performed in 1H 2016 activities aimed at reducing the service costs of the Company's debt portfolio» (Appendix # 7).

**Chairperson of the Board of Directors
of IDGC of Centre, PJSC**

Y.N. Mangarov

**Corporate Secretary
of IDGC of Centre, PJSC**

S.V. Lapinskaya