

Statement of material fact
«On the issuer's completion of a related party transaction»

1. General information

1.1. Full issuer's business name (for non-commercial organization – name)	Interregional Distribution Grid Company of Centre, Public Joint-Stock Company
1.2. Abbreviated issuer's business name	IDGC of Centre, PJSC
1.3. Issuer's location	Moscow, Russia
1.4. Primary State Registration Number of the issuer	1046900099498
1.5. Tax payer number of the issuer	6901067107
1.6. Issuer's unique code, assigned by registering authority	10214-A
1.7. Web page address used by the issuer for information disclosure	http://www.e-disclosure.ru/portal/company.aspx?id=7985; https://www.mrsk-1.ru/information/
1.8. Date of occurrence of an event (material fact) about which a message has been compiled (if applicable)	26.08.2020

2. Contents of the statement

2.1. Category of the transaction (a related party transaction; a related party transaction, which is also a large deal): **a related party transaction.**

2.2. Type and subject of the transaction: **a cash loan agreement with interest (hereinafter – the Agreement), which is a related party transaction, according to which IDGC of Centre, PJSC (the Lender) transfers to LLC BryanskElectro (the Borrower) the ownership of funds in an amount not exceeding 1 939 000 000,00 (One billion nine hundred thirty-nine million) rubles, and the Borrower undertakes to repay the loan amount received with interest within the period specified in the Agreement.**

2.3. The content of the transaction, including civil rights and obligations, the establishment, amendment or termination of which the transaction is aimed at:

Parties of the Agreement:

IDGC of Centre, PJSC (the Lender);

LLC BryanskElectro (the Borrower).

Subject of the Agreement:

The Lender transfers to the Borrower the ownership of funds in an amount not exceeding 1 939 000 000,00 (One billion nine hundred thirty-nine million) rubles, and the Borrower undertakes to repay the loan amount received with interest within the period specified in the Agreement.

Intended use of the loan: fulfillment of the Borrower's obligations to pay under the Purchase and Sale Agreement (immovable property) dated 23.06.2020 № 3496/1 in the amount of 1 304 604 792,22 rubles and the Purchase and Sale Agreement (movable property) dated 23.06.2020 № 3496/2 in the amount of 820 044 299,81 rubles, concluded with LLC Bryanskoblektro.

Loan type: interest-bearing loan.

Interest rate:

For using the loan, the Borrower shall pay the Lender interest in the amount of 6,2 % (Six point two tenths of a percent) per annum.

The Lender has the right to unilaterally change the interest rate on the loan in the event of a change in the key rate of the Bank of Russia or another indicator reflecting the cost of attracting credit (borrowed) resources, without formalizing this change by an amendment.

Procedure for calculating and paying the interest:

Interest for the use of each tranche is accrued and recorded separately.

Interest is accrued in rubles on the actual amount of funds received, starting from the day following the day the funds were credited to the Borrower's current account, until the date of the actual return of the funds, including the date of return of the funds. The interest accrual period is set as a calendar month.

Interest is paid monthly, no later than the 15th day of the month following the month for which the interest is paid.

Loan term:

The Borrower undertakes to repay the principal amount of the loan no later than 5 years from the date of the Agreement.

Price of the Agreement:

The price of the Agreement consists of the amount of funds transferred to the Borrower by the Lender under the Loan Agreement in the amount of not more than 1 939 000 000,00 (One billion nine hundred thirty nine million) rubles, and interest on the loan.

Loan granting procedure:

The loan is provided in tranches on the basis of a tranche application.

The Lender has the right to refuse to provide the loan amount in case of disagreement with the conditions set forth in the application.

Responsibility of the Parties:

In case of violation by the Borrower of the terms of repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0,1 % (zero point one tenth of a percent) of the unpaid loan amount for each day of delay until the full performance of obligations.

In the event that the Borrower violates the terms of payment of the established interest, the Borrower shall pay the Lender a penalty in the amount of 0,1% (zero point one tenth of a percent) of the unpaid interest amount for each day of delay until the full performance of obligations.

Additional conditions:

The debt of the Borrower to the Lender under the Agreement as of 31 December 2021 cannot exceed 1 539 million rubles, and as of 31 December 2022 it cannot exceed 989 million rubles.

By agreement of the parties, other forms, methods and payment options not prohibited by the legislation of the Russian Federation may be applied and used to return the loan amount and interest under the Agreement.

By agreement of the parties, the loan amount may be repaid by the Borrower ahead of schedule.

The Lender has the right at any time to refuse to execute the Agreement unilaterally and out of court, notifying the Borrower about this in writing 3 (three) days before the date of the alleged refusal to perform the Agreement. The Agreement shall be deemed terminated upon expiration of 3 (three) days from the date of receipt by the Borrower of a written notice of refusal to perform the Agreement. In the event of termination of the Agreement by the Lender unilaterally out of court, the Borrower on the day of termination of the Agreement is obliged to return the loan amount received under the Agreement with accrued interest at the time of termination of the Agreement

Duration of the Agreement:

The Agreement comes into force from the moment of its signing and is valid until the performance of the Borrower's obligations to the Lender. The Agreement will be deemed fulfilled when the Borrower performs the obligation to return the loan amount and pay all interest accrued until the loan amount is repaid and other payments accrued are made in accordance with the terms of the Agreement.

2.4. Deadline for fulfillment of obligations under the transaction, parties and beneficiaries to the transaction, size of the transaction in money terms and as a percentage of the value of the issuer's assets:

– **deadline for fulfillment of obligations under the transaction: 5 years from the date of the agreement;**

– **parties and beneficiaries to the transaction: «Lender» - IDGC of Centre, PJSC, «Borrower» - LLC BryanskElektro;**

– **size of the transaction in money terms: 2 540 090 thousand rubles (including interest);**

– **size of the transaction as a percentage of the value of the issuer's assets: 2,1%.**

2.5. Value of the issuer's assets at the end date of the last completed reporting period preceding the transaction (conclusion of the agreement): **123 569 466 610 thousand rubles are the book value of assets of IDGC of Centre, PJSC as of 30.06.2020.**

2.6. Date of the transaction completion (conclusion of the agreement): **26.08.2020.**

2.7. Full and abbreviated company names (for a non-profit organization - name), location of the legal entity or surname, name, patronymic (if any) of an individual recognized in accordance with the legislation of the Russian Federation as a person related to the issuer's transaction completion, basis (grounds), for which such a person is recognized as related to the transaction completion, stockholding of the related person in the authorized (joint-stock) capital (share of stocks owned by the related person) of the issuer and the legal entity that is a party to the transaction:

1. Full company name of the legal entity: Public Joint Stock Company Russian Grids;

– **abbreviated name of the legal entity: PJSC Rosseti;**

– **location of the legal entity: Moscow, Russia;**

– **basis (grounds), for which such an entity is recognized as related to the transaction completion: the controlling entity of IDGC of Centre, PJSC, simultaneously controlling (indirectly through IDGC of Centre, PJSC JSC "Sanatorium "Energetik") LLC BryanskElektro, is a party to the deal;**

– **stockholding of the related entity in the authorized (joint-stock) capital (share of stocks owned by the related entity) of the issuer: 50,23 %;**

– **stockholding of the related entity in the authorized (joint-stock) capital (share of stocks owned by the related entity) of the legal entity that is a party to the transaction: 0 %.**

2.8. Information on the decision to provide consent to the transaction or subsequent approval of the transaction in the event that such a decision was made by the issuer's authorized management body (name of the issuer's management body that made the decision on consent to the transaction or subsequent approval of the transaction, date of adoption of this decision, date of preparation and the number of minutes of a meeting (session) of the issuer's management body at which the specified decision was made, if it was adopted by the collegial management body of the issuer), or an indication that a decision to provide consent to the conclusion or subsequent approval of such a transaction was not made: **Meeting of the Board of Directors of IDGC of Centre, PJSC dated 21.08.2020, Minutes dated 21.08.2020 # 38/20.**

3. Signature

3.1. Acting Head of Corporate Governance
Department, under power of attorney
D-CA/7 of 20.01.2020

Stamp here. _____
(signature)

O.A. Kharchenko

3.2. Date «26» August 2020.