

Statement of material fact

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

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

1. General information

1.1. Full issuer's business name (for non-commercial organization – name)	Interregional Distribution Grid Company of Centre, Joint-Stock Company
1.2. Brief issuer's business name	IDGC of Centre, JSC
1.3. Issuer's location	4/2, Glukharev Lane, Moscow, 129090
1.4. Primary State Registration Number of the issuer	1046900099498
1.5. Tax payer number of the issuer	6901067107
1.6. Issuer's Unique code, assigned by registering authority	10214-A
1.7. Web page address used by the issuer for information disclosure	http://www.mrsk-1.ru/ru/information/

2. Contents of the statement

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

Item 17. On approval of the compensation agreement for violation of property rights concluded between IDGC of Center and FGC UES, which is a transaction of interest.

Decision:

1. To determine the price of the compensation agreement for violation of property rights, concluded between IDGC of Centre and FGC UES, is 13 560 904,71 (Thirteen million five hundred sixty thousand nine hundred and four) rubles 71 kopecks, including VAT (18%) 2 068 612,58 (Two million sixty-eight thousand six hundred twelve) rubles 58 kopecks.

2. To approve the compensation agreement for violation of property rights concluded between IDGC of Centre and FGC UES (hereinafter - the Agreement), which is a transaction of interest (Appendix # 13 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the Agreement:

«Principal» - FGC UES (subsidiary of FGC UES – MES of Centre);

«Owner» - IDGC of Centre (IDGC of Centre – Voronezhenergo division).

Subject of the Agreement:

1.1 The subject of the Agreement is to compensate the Owner for the costs of implementing measures to reconstruct the "Facility of the Owner", which is necessary for the construction of the tap Overhead Power Line 220 kV Pridonskaya-1,2 (hereinafter – the Facility) for a technological connection of ZAO «Eurocement» (hereinafter – the Reconstruction).

1.2 The Owner agrees to use the compensation received in accordance with Clause 1.1 of the Agreement to implement the necessary measures for the Reconstruction of the following power lines belonging to him (hereinafter - the Facilities) to install a tap from Overhead Power Line-220 kV Pridonskaya 1,2 to connect ZAO «Eurocement»:

- Overhead Power Line-110 Pridonskaya – Podgornoye traction in the spans of poles # 134-136 (inventory #903507 Raynovskaya – Georgiyu-Dezh, immovable property, certificate of state registration of the right 36-AB # 019422 of 18.06.2008);

- Overhead Power Line-110 Pridonskaya – Evdakovo traction in the spans of poles # 134-136 (inventory #903507 Raynovskaya – Georgiyu-Dezh, immovable property, certificate of state registration of the right 36-AB # 019422 of 18.06.2008);

- Overhead Power Line-110 Pridonskaya - Podgornoye district in the spans of poles # 136-139 (inventory #900174 Pridonskaya – Podgornoye district, immovable property, certificate of state registration of the right 36-AB # 019454 of 18.06.2008);

- Overhead Power Line-110 Pridonskaya – Bugaevka tap at the substation «Podgornaya district» in the spans of poles # 136-139 (inventory # 903509 Pridonskaya – Podgornoye, immovable property, certificate of state registration of the right 36-AB # 019454 of 18.06.2008).

Price of the Agreement:

The amount of compensation payable to the Principal in accordance with Clause 1.1. of the Agreement is determined according to the agreement price schedule (Appendix # 1 to the Agreement) and is the sum of 13 560 904,71 (Thirteen million five hundred sixty thousand nine hundred and four) rubles 71 kopecks, including VAT (18%) 2 068 612,58 (Two million sixty-eight thousand six hundred twelve) rubles 58 kopecks.

Other provisions recognized as essential by the Parties:

Compensation costs are paid to the Owner by in the following order:

Within 30 (thirty) working days from the date of the Agreement signature the Principal shall pay 100% (Hundred percent) of the amount specified in Clause 2.1. of the Agreement.

The final amount of compensation for activities for the reconstruction of the "Facility of the Owner" pursuant to the Agreement is determined by the Parties, including on the basis of design and estimate documentation, which has the received endorsement of the organization for the public examination in compliance with its requirements of regulations in the design and construction, following the results of the full range of activities by entering into an amendment to the Agreement.

Duration:

The Agreement shall enter into force upon its signing and shall be valid until the Parties perform their obligations in full.

Dispute resolution:

All disputes and controversies that may arise pursuant to the Agreement shall be resolved through negotiations between the Parties or by directing claims. Response time on a claim shall not exceed 14 (Fourteen) days.

In the case of unresolved disputes and controversies through negotiations, their consideration may be referred to arbitration in accordance with legislation of the Russian Federation.

Item 19. On approval of the agreement to provide services for energy audit, concluded between IDGC of Centre and JSC "Energy Service Company", which is a transaction of interest.

Decision:

1. To determine the price of the agreement to provide services for energy audit, concluded between IDGC of Centre and JSC "Energy Service Company", which is a transaction of interest, is 259 681 697 (two hundred fifty-nine million six hundred and eighty-one thousand six hundred ninety-seven) rubles 69 kopecks, including VAT (18%) 39 612 462 (thirty-nine million six hundred and twelve thousand four hundred sixty-two) rubles 36 kopecks.

2. To approve the agreement to provide services for energy audit, concluded between IDGC of Centre and JSC "Energy Service Company" (hereinafter - the Agreement), which is a transaction of interest, on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre;

«Contractor» - JSC "Energy Service Company".

Subject of the Agreement:

The Contractor undertakes to provide services for energy audit by order of the Customer in accordance with the List of services (Appendix #2 to the Agreement, Appendix # 15 to this decision of the Board of Directors of the Company), and the Customer undertakes to accept these services and pay for them.

Price of the Agreement:

The total cost to provide services for energy audit is 259 681 697 (two hundred fifty-nine million six hundred and eighty-one thousand six hundred ninety-seven) rubles 69 kopecks, including VAT (18%) 39 612 462 (thirty-nine million six hundred and twelve thousand four hundred sixty-two) rubles 36 kopecks.

Duration: The Agreement shall enter into force upon its signing by both Parties and is valid until December 31, 2012, with full performance of the obligations by the Parties under the Agreement.

Payment procedure:

Not later than five (5) banking days after signing the Agreement the Customer shall pay the Contractor an advance equal to 30% of the value of the Agreement that is 77 904 509 (seventy-seven million nine hundred and four thousand five hundred and nine) rubles 28 kopecks, including VAT 18% - 11 883 738 (eleven million eight hundred and eighty-three thousand seven hundred thirty-eight) rubles 70 kopecks (Appendix #4 to the Agreement, Appendix # 16 to this decision of the Board of Directors of the Company).

The Customer makes payment for services rendered by wire transferring funds to the account of the Contractor.

Item 20: On approval of the agreement to provide services on the professional retraining program "Generation and distribution of electric energy in the utilities industry", concluded between IDGC of Centre and MPEI, which is a transaction of interest.

Decision:

1. To determine the price of the agreement to provide services on the professional retraining of 1 (one) specialist on the program «Generation and distribution of electric energy in the utilities industry», concluded between IDGC of Centre and MPEI, which is a transaction of interest, in the amount of 180 000 (One hundred and eighty thousand) rubles 00 kopecks, not subject to VAT under the Tax Code of the Russian Federation, Art. 149, Part 2.

2. To approve the agreement to provide services on the professional retraining of 1 (one) specialist on the program «Generation and distribution of electric energy in the utilities industry», concluded between IDGC of Centre and MPEI (hereinafter - the Agreement), which is a transaction of interest, on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre;

«Contractor» - MPEI.

Subject of the Agreement:

The Customer assigns, and the Contractor performs the retraining of 1 specialist (Appendix 1 to the Agreement, Appendix # 17 to this decision of the Board of Directors of the Company) on the program «Generation and distribution of electric energy in the utilities industry».

Price of the Agreement:

The cost of the professional retraining of 1 (one) specialist is 180 000 (One hundred and eighty thousand) rubles 00 kopecks, not subject to VAT under the Tax Code of the Russian Federation, Art. 149, Part 2.

Duration:

The Agreement shall enter into force upon its signing by both Parties and is valid until October 12, 2012. The validity of the Agreement is applicable to the relations of the Parties arising from November 14, 2011.

Item 21. On approval of the agreement to provide services on the professional development program "Fundamentals of the utilities industry", concluded between IDGC of Center and MPEI, which is a transaction of interest.

Decision:

1. To determine the price of the agreement to provide services on the professional development of 9 specialists on the program «Fundamentals of the utilities industry», concluded between IDGC of Centre and MPEI, which is a transaction of interest, in the amount of 499 999,86 (Four hundred and ninety-nine thousand nine hundred ninety-nine) rubles 86 kopecks, not subject to VAT under the Tax Code of the Russian Federation (Art. 149, Part 2).

2. To approve the Agreement to provide services on the professional development of 9 specialists on the program «Fundamentals of the utilities industry», concluded between IDGC of Centre and MPEI (hereinafter - the Agreement), which is a transaction of interest, on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre;

«Contractor» - MPEI.

Subject of the Agreement:

The Customer assigns, and the Contractor performs the professional development of 9 specialists (Appendix 1 to the Agreement, Appendix # 18 to this decision of the Board of Directors of the Company) on the program «Fundamentals of the utilities industry» at the Centre of training and retraining for general power systems and CHP-plants in MPEI.

Price of the Agreement:

The cost of the professional development of 9 specialists is 499 999 (four hundred and ninety-nine thousand nine hundred ninety-nine) rubles 86 kopecks, not subject to VAT under the Tax Code of the Russian Federation (Art. 149, Part 2).

Duration:

The Agreement shall enter into force upon its signing by both Parties and is valid until January 15, 2012. The validity of the Agreement is applicable to the relations of the Parties arising from November 14, 2011.

2.2. Date of the meeting of the Board of Directors of the issuer, at which the corresponding decision is taken: **30.11.2011.**

2.3. Date of drawing up and number of the Minutes of the meeting of the Board of Directors of the issuer, at which the corresponding decision is taken: **Minutes # 25/11 of 02.12.2011.**

3. Signature

3.1. Director of Corporate Governance

- Head of corporate governance and interaction with shareholders Department, acting under power of attorney # D-CA/12 dated from 27.01.2011.

(signature)

Stamp here.

V.A. Alimenko

3.2. Date «02» December 2011.