

Statement of material fact

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

Statement on insider information

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

1. General information

1.1. Full issuer's business name (for non-commercial organization – name)	Interregional Distribution Grid Company of Centre, Joint-Stock Company
1.2. Brief issuer's business name	IDGC of Centre, JSC
1.3. Issuer's location	127018, Moscow, Russia, 2nd Yamskaya, 4
1.4. Primary State Registration Number of the issuer	1046900099498
1.5. Tax payer number of the issuer	6901067107
1.6. Issuer's Unique code, assigned by registering authority	10214-A
1.7. Web page address used by the issuer for information disclosure	http://www.mrsk-1.ru/ru/information/

2. Contents of the statement

2.1. The quorum of the meeting of the Board of Directors and the voting results on the decision-making items:
The quorum for all the items is present.

Voting results:

Item 1: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 2: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 3: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 4: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 5: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 6: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 7: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 8: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 9: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 1.
Item 10: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 11: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 1.
Item 12: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 2.
Item 13: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.
Item 14: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.
Item 15: «FOR» - 7; «AGAINST» - 1; «ABSTAINED» - 1.
Item 16: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.
Item 17: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.
Item 18: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.
Item 19: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.
Item 20: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 21: «FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 1.
Item 22: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.
Item 23: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.
Item 24: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.

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

Item 1. Consideration of the report of the General Director of the Company «On implementation of the decisions taken in 2Q 2012 at the meetings of the Board of Directors of the Company».

Decision:

To take into consideration the report of the General Director of the Company «On implementation of the decisions taken in 2Q 2012 at the meetings of the Board of Directors of the Company» in accordance with Appendix # 1 to this decision of the Board of Directors of the Company.

Item 2. Consideration of the report of the General Director of the Company «On compliance with the Regulations on Information Policy of the Company in 2Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On compliance with the Regulations on Information Policy of the Company in 2Q 2012» in accordance with Appendix # 2 to this decision of the Board of Directors of the Company.

Item 3. Consideration of the report of the General Director of the Company «On the expenditure on the preparation and conducting the Annual General Meeting of Shareholders of IDGC of Centre on 15.06.2012».

Decision:

To take into consideration the report of the General Director of the Company «On the expenditure on the preparation and conducting the Annual General Meeting of Shareholders of IDGC of Centre on 15.06.2012» in accordance with Appendix # 3 to this decision of the Board of Directors of the Company.

Item 4. Consideration of the report of the General Director of the Company «On execution of the target values of Cash Flow of the Company in 2Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the target values of Cash Flow of the Company in 2Q 2012» in accordance with Appendix # 4 to this decision of the Board of Directors of the Company.

Item 5. Consideration of the report of the General Director «On provision of insurance coverage in 2Q 2012 and 1H 2012».

Decision:

To take into consideration the report of the General Director «On provision of insurance coverage in 2Q 2012 and 1H 2012» in accordance with Appendix # 5 to this decision of the Board of Directors of the Company.

Item 6. On approval of a candidature of insurers of IDGC of Centre.

Decision:

To approve the following insurance company as the insurer of IDGC of Centre:

Type of insurance	Insurance company	Period of insurance
Civil liability insurance, which may occur in case of damage due to defects in the work on the preparation of project documentation, which affect the safety of capital construction	OJSC “Alpha Stakhovaniye”	16.09.2012 – 15.09.2013
Civil liability insurance, which may occur in case of damage due to defects in the work on the preparation of project documentation, which affect the safety of capital construction	OJSC “Alpha Stakhovaniye”	03.10.2012 – 02.10.2013

Item 7. Consideration of the report of the General Director «On the health check of the fiber-optic communication lines in 2Q 2012».

Decision:

To take into consideration the report of the General Director «On the health check of the fiber-optic communication lines in 2Q 2012» in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.

Item 8. Consideration of the report of the General Director of the Company «On execution of the schedule of activities to bring the customer service system of the Company into compliance with the requirements of the Standard of IDGC of Centre «Centralized customer service system» in 2Q 2012».

Decision:

1. To take into consideration the report of the General Director of the Company «On execution of the schedule of activities to bring the customer service system of the Company into compliance with the requirements of the Standard of IDGC of Centre «Centralized customer service system» in 2Q 2012» in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.
2. To assign General Director at the meeting of the Board of Directors of the Company to the report of General Director «On execution of the schedule of activities to bring the customer service system of the Company into compliance with the requirements of the Standard of IDGC of Centre «Centralized customer service system» in 3Q 2012» to submit the materials on execution of item 3 of the Schedule of activities.

Item 9. Consideration of the report of the General Director of the Company «On execution of the Action Plan for implementing the mandatory energy audit of facilities of industrial and economic needs and electric grid facilities of the Company in 2Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the Action Plan for implementing the mandatory energy audit of facilities of industrial and economic needs and electric grid facilities of the Company in 2Q 2012» in accordance with Appendix # 8 to this decision of the Board of Directors of the Company.

Item 10. Consideration of the report of the General Director of the Company «On execution of the Action Plan to

implement the production assets management system of IDGC of Centre in 2Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the Action Plan to implement the production assets management system of IDGC of Centre in 2Q 2012» in accordance with Appendix # 9 to this decision of the Board of Directors of the Company.

Item 11. Consideration of the report of the General Director of the Company «On execution of the Schedule of activities of IDGC of Centre in 2Q 2012 to reduce overdue accounts receivable for the services of electric power transmission and settlement of disputes established by 01.04.2012».

Decision:

To take into consideration the report of the General Director of the Company «On execution of the Schedule of activities of IDGC of Centre in 2Q 2012 to reduce overdue accounts receivable for the services of electric power transmission and settlement of disputes established by 01.04.2012», in accordance with Appendix # 10 to this decision of the Board of Directors of the Company.

Item 12. On approval of the Schedule of activities of IDGC of Centre to reduce overdue accounts receivable for the services of electric power transmission and settlement of disputes established by 01.07.2012.

Decision:

To approve the Schedule of activities of IDGC of Centre to reduce overdue accounts receivable for the services of electric power transmission and settlement of disputes established by 01.07.2012 in accordance with Appendix # 11 to this decision of the Board of Directors of the Company.

Item 13. On approval of an agreement to perform design and survey work for the facility: «Reconstruction of Conductor-35kV «PTF Pronino» for needs of IDGC of Centre (Kostromaenergo division), concluded between IDGC of Centre and OJSC "South Power Engineering Centre" (a branch of OJSC "South Power Engineering Centre" "Rostovgridproject"), which is a party related transaction.

Decision:

1. To determine that the cost of the agreement to perform design and survey work for the facility: «Reconstruction of Conductor-35kV «PTF Pronino» for needs of IDGC of Centre (Kostromaenergo division) according to the Summary statement of the cost of work (Appendix # 2 to the Agreement) is 6 941 300 (Six million nine hundred forty-one thousand three hundred) rubles 00 kopecks, plus VAT is 1 249 434 (One million two hundred forty-nine thousand four hundred thirty-four) rubles 00 kopecks. Total cost with VAT is 8 190 734 (Eight million one hundred ninety thousand seven hundred thirty-four) rubles 00 kopecks.
2. To approve the agreement to perform design and survey work for the facility: «Reconstruction of Conductor-35kV «PTF Pronino» for needs of IDGC of Centre (Kostromaenergo division), which is a party related transaction (hereinafter – the Agreement, Appendix # 12 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre (Kostromaenergo division)

«Contractor» - OJSC «South Power Engineering Centre» (a branch of OJSC «South Power Engineering Centre» «Rostovgridproject»)

Subject of the Agreement:

Contractor shall, on the instructions of Customer to perform design and survey work for the facility: «Reconstruction of Conductor-35kV «PTF Pronino» for needs of IDGC of Centre (Kostromaenergo division) and deliver the result to Customer, and Customer shall accept the result of work and pay for it in the manner provided by the Agreement.

Price of the Agreement:

The cost of work under the Agreement is determined according to the Summary statement of the cost of work (Appendix # 2 to the Agreement), which is 6 941 300 (Six million nine hundred forty-one thousand three hundred) rubles 00 kopecks, plus VAT is 1 249 434 (One million two hundred forty-nine thousand four hundred thirty-four) rubles 00 kopecks.

Total cost with VAT under the Agreement is 8 190 734 (Eight million one hundred ninety thousand seven hundred thirty-four) rubles 00 kopecks.

Turnaround time:

Execution of works is performed in accordance with the Schedule plan of work performance (Appendix # 4 to the Agreement) with the activities and performance time specified in it.

Starting date of work under the Agreement – «20» August 2012;

Work completion date – «07» January 2013 (20 weeks from the date of the Agreement).

Duration of the Agreement:

The Agreement shall enter into force upon its signature and shall continue until the Parties fulfill their obligations (including warranty). The Agreement shall apply to the legal relations between the Parties arising from 20.08.2012.

Item 14. On approval of an agreement to perform design and survey work for reconstruction of Substation 110/35/10 «Lebedyan», concluded between IDGC of Centre (Lipetskenergo division) and OJSC "South Power Engineering Center" (a branch of OJSC "South Power Engineering Center" "Rostovgridproject"), which is a party related transaction.

Decision:

1. To determine that the cost of work under the agreement to perform design and survey work for reconstruction of Substation 110/35/10 «Lebedyan» for needs of IDGC of Centre (Lipetskenenergo division) according to the Summary statement of the cost of work (Appendix #1 to the Agreement) is 4 606 000 (Four million six hundred and six thousand) rubles 00 kopecks, plus VAT (18%) – 829 080 (Eight hundred twenty-nine thousand and eighty) rubles 00 kopecks. Total cost with VAT is 5 435 080 (Five million four hundred thirty-five thousand and eighty) rubles 00 kopecks.

2. To approve the agreement to perform design and survey work for reconstruction of Substation 110/35/10 «Lebedyan» for needs of IDGC of Centre (Lipetskenenergo division), which is a party related transaction (hereinafter – the Agreement, Appendix # 13 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the Agreement:

«Customer» - IDGC of Centre (Lipetskenenergo division)

«Contractor» - OJSC «South Power Engineering Centre» (a branch of OJSC «South Power Engineering Centre» «Rostovgridproject»)

Subject of the Agreement:

Contractor shall, on the instructions of Customer to perform design and survey work for reconstruction of Substation 110/35/10 «Lebedyan» and deliver the result to Customer, and Customer shall accept the result of work and pay for it in the manner provided by the Agreement.

Price of the Agreement:

The cost of work under the Agreement is determined according to the Summary statement of the cost of work (Appendix # 1 to the Agreement), which is 4 606 000 (Four million six hundred and six thousand) rubles 00 kopecks, plus VAT (18%) – 829 080 (Eight hundred twenty-nine thousand and eighty) rubles 00 kopecks.

Total cost with VAT under the Agreement is 5 435 080 (Five million four hundred thirty-five thousand and eighty) rubles 00 kopecks.

Turnaround time:

Execution of works is performed in accordance with the Schedule plan of work performance (Appendix # 3 to the Agreement) with the activities and performance time specified in it.

Starting date of work under the Agreement – «20» August 2012

Work completion date – «07» January 2013 (20 weeks from the date of the Agreement).

Duration of the Agreement:

The Agreement shall enter into force upon its signature and shall continue until the Parties fulfill their obligations (including warranty). The Agreement shall apply to the legal relations between the Parties arising from 20.08.2012.

Item 15. On approval of amendment #2 to electric grid lease agreement of 26.10.2011 # ESKH-2011/25/7700/00187/11, concluded between IDGC of Centre and FGC UES, which is a party related transaction.**Decision:**

1. To determine the price of amendment to electric grid lease agreement of 26.10.2011 # ESKH-2011/25/7700/00187/11 between IDGC of Centre and FGC UES in the amount of 13 473 279 (thirteen million four hundred seventy-three thousand two hundred seventy-nine) rubles for the period of 360 calendar days, in addition, VAT is paid in accordance with the legislation of the Russian Federation.

2. To approve amendment to electric grid lease agreement of 26.10.2011 # ESKH-2011/25/7700/00187/11, concluded between IDGC of Centre and FGC UES, which is a party related transaction (hereinafter – the Amendment, Appendix # 14 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of the Amendment:

FGC - FGC UES;

User - IDGC of Centre

Subject and price of the Amendment:

The Parties have agreed to amend electric grid lease agreement of 26.10.2011 # ESKH-2011/25/7700/00187/11 (hereinafter - the Agreement) as follows:

1.1. In connection with the change of the list of the leased under the Agreement Facilities, the Parties have agreed to amend Appendices 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 to the Agreement in the edition of Appendices 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, respectively, to the Amendment.

1.2. To read item 7.1. of the Agreement in the following edition:

«7.1. The Parties set the rent for the use of the Facilities in the amount of 13 473 279 (thirteen million four hundred seventy-three thousand two hundred seventy-nine) rubles for the period of 360 calendar days, in addition, VAT is paid in accordance with the legislation of the Russian Federation».

1.3. To read item 7.2. of the Agreement in the following edition:

«7.2. The rent shall be paid by the User to the account of FGC monthly in the amount of the product of the number of days a month multiplied by 1/360 of the amount of the Agreement, no later than the 15th day of the current month».

Duration of the Amendment:

The Amendment shall enter into force upon signature and shall apply to the relations of the Parties effective from 01.01.2012.

Item 16. On approval of Indemnification agreement (Substation 220/35/10 kV «Poshekhonye»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.**Decision:**

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix # 2 to the Agreement and is: 21 145 389,39 (Twenty-one million one hundred forty-five thousand three hundred eighty-nine) rubles 39 kopecks, including VAT (18%) 3 225 567,87 (Three million two hundred twenty-five thousand five hundred sixty-seven) rubles 87 kopecks.

2. To approve the conclusion of Indemnification agreement (Substation 220/35/10 kV «Poshekhonye»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 15 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220/35/10 kV «Poshekhonye» by the title: «Complex technical re-equipment and reconstruction of SS 220 kV Poshekhonye», located in the Yaroslavl region, Poshehonskiy municipal district, village of October, intersettlement territory close to Yasnaya Polyana».

«Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company:

- Power Line 35 kV Poshekhonye-Anikovo with a tap to intermediate station of Knyazevo - asset number 3004405, (Certificate of state registration of the right of 24.05.2008 #76 AA 698914), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # no number of 28.11.2002, registration number 76-76-08/014/280-448 of 14.01.2009, cadastre number of the land plot 76:12:00000:0010, area of the land plot (single land use) – 3431 sq.m);

- Power Line 35 kV Poshekhonye-Great with a tap to Anikovo - asset number 3004589, (Certificate of state registration of the right of 24.05.2008 № 77 AA 698907), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # no number of 28.11.2002, registration number 76-76-08/014/280-450 of 14.01.2009, cadastre number of the land plot 76:12:00000:0012, area of the land plot (single land use) – 813 sq.m);

- Conductor 35 kV Poshekhonye-White - asset number 3004586, (Certificate of state registration of the right of 24.05.2008 # 78 AA 698893), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # no number of 28.11.2002, registration number 76-76-08/014/280-419 of 14.01.2010, cadastre number of the land plot 76:12:00000:0008, area of the land plot (single land use) – 654 sq.m);

- Power Line-10kV feeder 2 intermediate station Poshekhonye (asset #3004224);

- Cable Lines 0,4-10kV Poshekhonye (asset #3004279);

- Cable Line Line-10kV f.4 SS Poshekhonye (asset #3004184);

- Power Line-10kV feeder 5 intermediate station Poshekhonye (asset #3004225);

- Power Line-10kV feeder 6 intermediate station Poshekhonye (asset #3004226);

- Power Line-10kV feeder 7 intermediate station Poshekhonye (asset #3004227);

- Conductor-10kV feeder 8 SS Poshekhonye (asset #3004265);

- Conductor-10kV feeder 9 intermediate station Poshekhonye (asset #3004259);

- Conductor-10kV feeder 10 SS Poshekhonye (asset #3004262);

- Cable Line f.10 Poshekhonye (asset #3004264).

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendix 4 to the Indemnification Agreement, and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facilities of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;

- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix # 2 to the Agreement and is: 21 145 389,39 (Twenty-one million one hundred forty-five thousand three hundred eighty-nine) rubles 39 kopecks, including VAT (18%) 3 225 567,87 (Three million two hundred twenty-five thousand five hundred sixty-seven) rubles 87 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of the Agreement in the following order:

– part of compensation in the amount of 177 000 (One hundred seventy seven thousand) rubles, including VAT 18% 27 000 (Twenty-seven thousand) rubles, is transferred by the Company to the Owner within 10 (ten) business days after the conclusion of the Agreement;

– the remaining part of compensation in the amount of 20 968 389,39 (Twenty million nine hundred sixty-eight thousand three hundred eighty-nine) rubles 39 kopecks, including VAT 18 % 3 198 567,87 (Three million one hundred ninety-eight thousand five hundred sixty-seven) rubles 87 kopecks, is transferred by the Company to the Owner within 10 (ten)

business days after the state registration of title to the facilities by the Owner, including construction in progress facilities, specified in paragraph 3.1.3. of the Agreement.

Item 17. On approval of Indemnification agreement (Substation 220 «South»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.

Decision:

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 109 996 191,04 (One hundred and nine million nine hundred ninety-six thousand one hundred ninety-one) rubles 04 kopecks, including VAT (18%) 16 779 079,99 (Sixteen million seven hundred seventy-nine thousand and seventy-nine) rubles 99 kopecks.

2. To approve the conclusion of Indemnification agreement (Substation 220 «South»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 16 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220kV «South» by the title: «Complex technical re-equipment and reconstruction of SS 220 kV «South», located in Voronezh Dubrovin street-29a.

«Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company:

- Conductor-35kV №26 in the spans of poles №№88, 89, 90, 91, 92, 93.

Name of the facility: Conductor-35 kV 26,79,38 SS 12-SS 32-SS Usman 1-SS Usman 2-SS 31 (Certificate of state registration of the right # 36-AB 373258 of 30.04.2009, accounting name Conductor 35 kV 26,79,38 SS12-SS32-SS Usman-1-SS Usman-2, asset number 015573/C);

- Conductor-110kV №2 in the spans of poles №№ 1,2,3,4,5,6, 7, 8, 9;

Name of the facility: construction of Power Line Conductor-110kV 1,2 SS 40-SS 12-SS 32-SS 36- SS SS - SS Moscow (Certificate of state registration of the right #36-AB 019420 of 17.06.2008, accounting name - Conductor-110 KV-1.2 SS 12 NIKOLSKAYA-MOSCOW VORONEZH, asset number 015520/1/C);

- Conductor-110kV №19 in the spans of poles №№1,2,3,4,5, 6, 7, 8, 9, 10,11;

Name of the facility: construction: Power Line Conductor-110kV 19 SS 12-SS SK plant (certificate of state registration of the right # 36-AB 061919 of 04.06.2008, accounting name - Conductor-110 kV 19 SS-12 SS-123 Sintezkauchuk-2 L-10 km, asset # 015530/1/C);

- Conductor-110kV double-circuit№15,16 in the spans of poles №№1,2,3, 4, 5, 6;

Name of the facility: (construction of Power Line Conductor 110kV 15,16 SS 12-SS of plant SK certificate # 36-AB 061887 of 05.06.2008, accounting name - Conductor-110 kV 15-16 SS 12 SS-1-2-3 VORONEZH Sintezkauchuk, asset # 015527/C);

- Conductor-110kV double-circuit №39,40 in the spans of poles №№1,2,3,4, 5, 6, 7

Name of the facility: construction - Power Line-Conductor-110kV 11;12;39: 40SS12-SS43-SS40-SS21-SS37-SS47 (certificate of state registration of the right # 36-AB 019411 of 17.06.2008, accounting name - Conductor 110 kV 11-12 SS 12 Outdoor Switchgear-110 tap to Vostochnaya, asset # 015525/C);

- Conductor-110 kV double-circuit №9,10 pole №1

Name of the facility: construction: Power Line Conductor-110kV 9,10 SS 12-SS 17-SS28-SS18-SS29 (certificate of state registration of the right #36-AB 019410 17.06.2008, accounting name - Conductor-110 kV 9-10 SS 12 SS 14-17 HOT HOUSE WITH TAP, asset # 015524/1/C);

- Conductor-110 kV double-circuit №3,4 pole №1

Name of the facility: construction: Power Line-Conductor 110kV 3,4 SS12-SS TEC-1 (certificate of state registration of the right #36-AB 032174 of 03.06.2008, accounting name Conductor-110 3,4 KV SS-12 TEC-1 4,7 KM, asset # 015521/1/C);

- Conductor-110 kV double-circuit №34,38 №2,3

Name of the facility: construction of Power Line-Conductor 110 kV 34, 38, 3SS12-SS43- SS Stroitel'naya-SSACT-SS housing settlement (certificate of state registration of the right #36-AB 061942 of 05.06.2008, accounting name Conductor-110 kV 3.38 N-1 EXTERNAL POWER SUPPLY VORONEZH, asset #011071/C)

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendix 4 to the Indemnification Agreement, and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facility of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;

- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 109 996 191,04 (One hundred and nine million nine hundred ninety-six thousand one hundred ninety-one) rubles 04 kopecks, including VAT (18%) 16 779 079,99 (Sixteen million seven hundred seventy-nine thousand and seventy-nine) rubles 99 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer) of the Facility of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of this Agreement in the following order:

– part of compensation in the amount of 3 000 000,00 (Three million) rubles 00 kopecks, including VAT 18% 457 627 rubles 12 kopecks, is transferred by the Company to the Owner within 10 (ten) business days after the conclusion of the Agreement;

– the remaining part of compensation in the amount of 106 996 191,04 (One hundred and nine million nine hundred ninety-six thousand one hundred ninety-one) rubles 04 kopecks, including VAT 18 % 16 321 452 rubles 87 kopecks, is transferred by the Company to the Owner no later 18.06.2014, subject to the timely fulfillment of obligations by the Owner as provided in subsection 4.2.4 and provision of copies of documents confirming registration of title.

Item 18. On approval of Indemnification agreement (Substation 220/110/35/10 kV «Right Bank»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.**Decision:**

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 131 231 125,52 (Hundred thirty-one million two hundred thirty-one thousand one hundred twenty-five) rubles 52 kopecks, including VAT (18%) 20 018 307,28 (Twenty million eighteen thousand three hundred and seven) rubles 28 kopecks.

2. To approve the conclusion of Indemnification agreement (Substation 220/110/35/10 kV «Right Bank»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 17 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220/110/35/10 kV «Right Bank» by the title: «Complex technical re-equipment and reconstruction of SS 220 kV «Right Bank», located in the Lipetsk region, Lipetsk municipal district, village of Podgornoye

«Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company:

– Conductor 110 kV Verbilovo (left, right) – asset number # 243, (Certificate of state registration of the right of 07.05.2008 series 48-AB # 434123); length 53,56 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 09.09.2002 №209, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2963, cadastre number of the land plot 48:13:000 00 00:0012, area of the land plot - 3598 sq.m.

– Conductor 110 kV Koltsevaya (left, right) – asset number # 4211, (Certificate of state registration of the right of 08.05.2008 series 48-AB #434369); length 19,81 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 09.09.2002 №218, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 22.10.2003 №48-01/20-10/2003-2901, cadastre number of the land plot 48:13:000 00 00:0007, area of the land plot - 482 sq.m.

– Conductor 110 kV Bugor (left, right) - asset number # 4221, (Certificate of state registration of the right of 13.05.2008 series 48-AB # 426245); length 18,73 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 28.09.2002 №211, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2961, cadastre number of the land plot 48:13:000 00 00:0008, area of the land plot - 1000 sq.m.

– Conductor 110 kV Centrolit (left, right)- asset number #235 (Certificate of state registration of the right of 13.05.2008 series 48-Ab № 426267); length 10,73 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 28.09.2002 №207, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2962, cadastre number of the land plot 48:13:000 00 00:0009, area of the land plot - 499sq.m.

– Conductor 110 kV Moscow (left, right) – asset number # 241, (Certificate of state registration of the right of 13.05.2008 series 48- AB # 426248); length 9,7 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 01.06.2003 №208, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 28.01.2004 №48-01/20-1/2004-1538, cadastre number of the land plot 48:13:000 00 00:0010, area of the land plot - 607 sq.m.

– Conductor 110 kV Donskaya (left, right) - asset number # 187, (Certificate of state registration of the right of 07.05.2008 series 48-AB # 434120); length 9,7km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 29.09.2002 №210, registered in the establishment of justice on the state registration of real estate rights

and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2960, cadastre number of the land plot 48:13:000 00 00:0011, area of the land plot - 1582 sq.m.

– Conductor 110 kV Lebedyan - asset number # 9737, (Certificate of state registration of the right of 14.05.2008, series 48-AB # 426586); length 62,63 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 30.09.2002 №232, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2961, cadastre number of the land plot 48:13:000 00 00:0013, area of the land plot - 3627,90 sq.m);

– Conductor 110 kV Dry Lubna - asset number # 9707, (Certificate of state registration of the right of 14.05.2008, series 48-AB # 426586); length 62,63 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 30.09.2002 №232, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 23.09.2003 №48-01/20-9/2003-2961, cadastre number of the land plot 48:13:000 00 00:0013, area of the land plot - 3627,90 sq.m);

– Conductor 35 kV Borino (left, right) - asset number # 3406, (Certificate of state registration of the right of 23.05.2008 series 48 AB # 467360); length 18,8 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 28.11.2002 №245, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 22.10.2003 №48-01/20-10/2003-2900, cadastre number of the land plot 48:13:000 00 00:0018, area of the land plot - 3177,4 sq.m.

– Conductor 35 kV Meat Plant (left, right) – asset number # 4173, (Certificate of state registration of the right of 22.05.2008 series 48 AB # 467026); length 3,8 km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 01.06.2003 №251, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 24.03.2004 №48-01/20-1/2004-1547, cadastre number of the land plot 48:13:000 00 00:0028, area of the land plot - 1387 sq.m.

– Conductor 35 kV LOEZ - asset number # 148, (Certificate of state registration of the right of 15.05.2008 series 48-AB # 426711); length 3,4km, located on land belonging to IDGC of Centre in rent (Agreement of land plot rent of 01.06.2003 №243, registered in the establishment of justice on the state registration of real estate rights and transactions in the Lipetsk region of 09.03.2004 №48-01/20-2/2004-3839, cadastre number of the land plot 48:13:000 00 00:0024, area of the land plot - 3748,60sq.m.

– Conductor 10 kV Podgornoye (asset number5865);

– Conductor 10 kV 50 years of October (asset number6007);

– Conductor 10 kV Syrskoye (asset number№5828);

– Conductor 10 kV TV Centre (asset number5888);

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendices 4.1-4.3, and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facilities of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;

- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 131 231 125,52 (Hundred thirty-one million two hundred thirty-one thousand one hundred twenty-five) rubles 52 kopecks, including VAT (18%) 20 018 307,28 (Twenty million eighteen thousand three hundred and seven) rubles 28 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of the Agreement in the following order:

– part of compensation in the amount of 8 000 000,00 (Eight million) rubles 00 kopecks, including VAT 18% 1 220 338,98 (One million two hundred twenty thousand three hundred thirty-eight) rubles 98 kopecks, is transferred by the Company to the Owner within 10 business days after the conclusion of the Agreement;

– the remaining part of compensation in the amount of 123 231 125,52 (Hundred twenty-three million two hundred thirty-one thousand one hundred twenty-five) rubles 52 kopecks, including VAT 18 % 18 797 968,30 (Eighteen million seven hundred ninety-seven nine hundred sixty-eight) rubles 30 kopecks, is transferred by the Company to the Owner no later 01.11.2013, subject to the timely fulfillment of obligations by the Owner as provided in subsection 4.2.4 and provision of copies of documents confirming registration of title.

Item 19. On approval of Indemnification agreement (Substation 220/35/6 kV «Michurinskaya»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.

Decision:

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 108 119 820,91 (One hundred and eight million one hundred nineteen thousand eight hundred and twenty) rubles 91 kopecks, including VAT (18%) 16 492 854,04 (Sixteen million four hundred ninety-two thousand eight hundred fifty-four) rubles 4 kopecks.

2. To approve the conclusion of Indemnification agreement (Substation 220/35/6 kV «Michurinskaya»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 18 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220/35/6 kV Michurinskaya by the title: «Complex technical re-equipment and reconstruction of SS 220 kV Michurinskaya, located in the Tambov region, Michurinsky municipal district». «Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company:

- Conductor 110kV Michurinskaya – Pervomayskaya - I and II circuit with taps (double-circuit) in the dimensions of poles №№ 1,2,3 – asset number 2671 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008),

- Conductor 110kV Nikolskaya-1, 2 (double-circuit) in the dimensions of poles №№1,2,3,4 - asset number 2670 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # 115 of 06.08.2009 , 68-68-08/016/2011-289 of 26.10.2011, cadastre number of the land plot 68:07:4001008:1, area of the land plot – 2127,5 sq.m);

- Conductor 110kV Nikolskaya-3 in the dimensions of poles №№1,2,3,4 - asset number 3189 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # 109 of 06.08.2009 , 68-68-08/016/2011-281 of 26.10.2011, cadastre number of the land plot 68:07:4001007:1, area of the land plot – 907 sq.m);

- Conductor 110kV Michurinskaya – Khmelevskaya I circuit with a tap to SS Nikiforovskaya and Michurinskaya – Khmelevskaya II circuit with taps (double-circuit) in the dimensions of poles №№1,2,3,4 - asset number 2976 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo» reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008), located on land belonging to IDGC of Centre in rent (Agreement of land plot rent # 113 of 06.08.2009, registration number 68-68-08/016/2011-293 of 26.10.2011, cadastre number of the land plot 68:07:4001005:1, area of the land plot – 1302,10 sq.m);

- Conductor-35kV Glazkovskaya – asset number 3867, in the dimensions of poles №№1,2 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008),

- Conductor -35kV Zhidilovskaya - asset number 2684 in the dimensions of poles №№1,2,3 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008),

- Conductor -35 kV Prigorodnaya -2 - asset number 2979 in the dimensions of poles №№1,2,3,4,5 (as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008).

- Conductor-6 kV HF-1 – asset №№ 3839 (0,63km), 31051 (1,71km);

- Conductor-6 kV work-study unit «Komsomolets» asset №№ 3481 (0,22 km), 2986 (12,8 km), 3428 (0.58 km), 3496 (0,1 km), 3928 (0,215km), 4023 (0,3 km), 4024 (0,65km), 4225 (0,38 km). Total: 15,245 km.

- Conductor-6kV farm «Budagovskogo» – asset №№ 3323 (3,46 km), 3105 (0,29 km), 30652 (2,1 km). Total: 5,85 km.

- Conductor-6kV Asphalt Plant – asset №№ 3512 (3,21 km), 3398 (3,08km) 30653 (0,69km). Total: 7,7 km.

- Conductor-6kV as they belong to IDGC of Centre beneficially owned based on the transfer act of Tambov Joint Stock Company for Energy and Electrification «Tambovergo», reorganized by merging IDGC of Centre, approved by the Extraordinary General Meeting of Shareholders of OJSC «Tambovergo» from 21.01.2008

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendix 4 to the Indemnification Agreement , and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facilities of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;
- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is: 108 119 820,91 (One hundred and eight million one hundred nineteen thousand eight hundred and twenty) rubles 91 kopecks, including VAT (18%) 16 492 854,04 (Sixteen million four hundred ninety-two thousand eight hundred fifty-four) rubles 4 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement, and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of the Agreement in the following order:

- part of compensation in the amount of 180 000,00 (One-hundred and eighty thousand) rubles, including VAT 18% 27 457,63 (Twenty-seven thousand four hundred fifty-seven) rubles 63 kopecks, is transferred by the Company to the Owner within 10 (ten) business days after the conclusion of the Agreement;
- the remaining part of compensation in the amount of 107 939 820,91 (One hundred and seven million nine hundred thirty-nine thousand eight hundred and twenty) rubles 91 kopecks, including VAT 18 % 16 465 396,41 (Sixteen million four hundred sixty-five thousand three hundred ninety-six) rubles 41 kopecks, is transferred by the Company to the Owner no later 27.06.2013, subject to the timely fulfillment of obligations by the Owner as provided in subsection 4.2.4 and provision of copies of documents confirming registration of title.

Item 20. Consideration of the report «On compliance with the Regulations on the insider information of IDGC of Centre in 2Q 2012».

Decision:

To take into consideration the report «On compliance with the Regulations on the insider information of IDGC of Centre in 2Q 2012» in accordance with Appendix # 19 to this decision of the Board of Directors of the Company.

Item 21. Consideration of the report Consideration of the report of the General Director of the Company «On the sale of non-core assets of the Company in 2Q 2012».

Decision:

1. To take into consideration the report Consideration of the report of the General Director of the Company «On the sale of non-core assets of the Company in 2Q 2012 in accordance with Appendix # 20 to this decision of the Board of Directors of the Company.
2. To exclude the following facilities from the Register of non-core assets of the Company: items 1.2.24, 1.2.25, 1.2.48, 1.2.50-1.2.52, 1.2.65, 1.7.8, 1.7.57, 1.7.68, 1.7.70, 1.7.76, 1.7.77, 1.7.87-1.7.95, 1.7.97-1.7.106, 1.7.112-1.7.116, 1.7.119-1.7.121, 1.7.150, 1.7.151, 1.7.161-1.7.164, 1.7.167, 1.7.168 in connection with their sale.
3. To set a new term of taking a decision by the Board of Directors in respect of the facility - movable and immovable property located at the address: Lipetsk, Grape lane, 16, (1.5.1) – 1 quarter 2014.
4. To set a new term of sale in respect of the following facilities: items 1.7.166, 1.7.169 – 4 quarter 2012; item 1.5.1 – 2 quarter 2014.

Item 22. Consideration of the report of the General Director of the Company «On the credit policy of the Company in 2Q 2012».

Decision:

To take into consideration the report of the General Director of the Company «On the credit policy of the Company in 2Q 2012» in accordance with Appendix # 21 to this decision of the Board of Directors of the Company.

Item 23. On approval of Indemnification agreement (Substation 220/35/10/6 kV «Cement»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.

Decision:

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix # 2 to the Agreement and is: 23 350488,87 (Twenty-three million three hundred fifty thousand four hundred eighty-eight) rubles 87 kopecks, including VAT (18%) 3 561 938,98 (Three million five hundred sixty-one thousand nine hundred thirty-eight) rubles 98 kopecks.
2. To approve the conclusion of Indemnification agreement (Substation 220/35/10/6 kV «Cement»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 22 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220/35/10/6 kV «Cement» by the title: «Complex technical re-equipment and reconstruction of SS 220 kV Cement», located in the Bryansk region, Dyatkovo municipal district, Fokinsky urban

municipality.

«Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company:

- **Facility 1** - Conductor-110 kV «Cement – Steel-casting» with taps to SS Worsted with metal and reinforced concrete poles with the length 21,4 km, certificate of state registration of the right of 31.07.2008 series 32 - AG 363899;
- **Facility 2** - Conductor-110 kV «Bryansk GRES – Cement», length 32 km, certificate of state registration of the right of 11.06.2008 series 32-AG № 344189;
- **Facility 3** - Conductor-110 kV «Cement – Berezovskaya» with metal and reinforced concrete poles with the length 26,6 km, certificate of state registration of the right of 01.08.2008 series 32-AG № 363900;
- **Facility 4** - Conductor-110 kV «Cement – Foundry» with metal and reinforced concrete poles with the length 38,4 km. with taps to SS «Ivotskaya» and «Dyatkovskaya», certificate of state registration of the right of 31.07.2008 series 32-AG № 363898;
- **Facility 5** - Conductor-110 kV «Cement – CP Cement Plant» with anchor and anchor - angle poles with the length 5,4 sq.m., certificate of state registration of the right of 25.08.2008 series 32-AG № 371783;
- **Facility 6** - Conductor-35 kV «Cement – ZDT» length 4,73 km, certificate of state registration of the right of 19.05.2008 series 32-AG № 330102;
- **Facility 7** - Conductor-6 kV f601, f635, f644, f647 SS «Cement» - privatization plan of OJSC "Bryanskenergo", registered by the Administration of Bryansk 26.02.1993 № 262.

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendix 3, and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facilities of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;
- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix # 2 to the Agreement and is: 23 350 488,87 (Twenty-three million three hundred fifty thousand four hundred eighty-eight) rubles 87 kopecks, including VAT (18%) 3 561 938,98 (Three million five hundred sixty-one thousand nine hundred thirty-eight) rubles 98 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of the Agreement in the following order:

- part of compensation in the amount of 12 134 173,30 (Twelve million one hundred thirty-four thousand one hundred seventy-three) rubles 30 kopecks, including VAT 18% - 1 850 975 rubles 59 kopecks, is transferred by the Company to the Owner within 25 business days after the conclusion of the Agreement;
- the remaining part of compensation in the amount of 11 216 315,57 (Eleven million two hundred and sixteen thousand three hundred and fifteen) rubles 57 kopecks, including VAT 18 % - 1 710 963 rubles 39 kopecks, is transferred by the Company to the Owner no later 26 September 2013, subject to the timely fulfillment of obligations by the Owner as provided in subsection 4.2.4 and provision of copies of documents confirming registration of title.

Item 24. On approval of Indemnification agreement (Substation 220/110/10 kV «Orel District»), concluded between FGC UES and IDGC of Centre, which is a party related transaction.

Decision:

1. To determine that the amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix #2 to the Agreement and is 84 227 685,57 (Eighty-four million two hundred twenty-seven thousand six hundred eighty-five) rubles 57 kopecks, including VAT (18%) 12 683 644,13 (Twelve million six hundred eighty-three thousand six hundred forty-four) rubles 13 kopecks.

2. To approve the conclusion of Indemnification agreement (Substation 220/110/10 kV «Orel District»), concluded between FGC UES and IDGC of Centre, which is a party related transaction (hereinafter – the Agreement, Appendix # 23 to this decision of the Board of Directors of the Company), on the following essential conditions:

Parties of Indemnification Agreement:

«Company» - FGC UES;

«Owner» - IDGC of Centre.

Facilities of Indemnification Agreement:

«Facilities of the Company» - Substation 220/110/10 kV «Orel District» (hereinafter – SS «Orel District») by the title: «Complex technical re-equipment and reconstruction of SS 220 kV Orel District», located in the Orel region, Orel;

«Facilities of the Owner», located in the construction area (reconstruction and technical re-equipment) of the Facility of the Company on provided to the Owner on the long-term lease in accordance with lease agreement №379 of 02.11.2007

of land plots with cadastre numbers 57:10:273 01 01:0034, overall area 81 sq.m., location: Orel region, Orel district, 57:10:000 00 00:0074, overall area 911 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0076, overall area 405,48 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0081, overall area 2262 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0082, overall area 90,5 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0113, overall area 27 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0114, overall area 1249 sq.m., location: Orel region, Orel district; 57:10:000 00 00:0106, overall area 144,32 sq.m., location: Orel region, Orel district.:

- Conductor 110kV «Mtsensk – Orel Western» (asset # 31398; (№ FA 12002735);
- Conductor 110kV «Mtsensk – Orel Eastern» (asset # 31398; (№ FA 12002735);
- Conductor 110kV «Orel Eastern2 (asset # 313991; (№ FA 12002744);
- Conductor 110kV «TEC – Orel District» (asset # 313991, (№ FA 12002744); asset #317691; (№ FA 12002727);
- Conductor 110kV «Steel Horse 1» (asset #31403; (№ FA 12002752);
- Conductor 110kV «Steel Horse 2» (asset #31403; (№ FA 12002752);
- Conductor 110kV «Novoselovo 1» with taps to SS «Volodarskaya» (asset #319611; (№ FA 12002737);
- Conductor 110kV «Novoselovo 2» with taps to SS «Volodarskaya» (asset #319611; (№ FA 12002737);
- Conductor 10 kV f. 65 «Orel District» (asset #33854; (№ FA 12002227);
- Conductor 10 kV f. 73 «Orel District» (asset #33854; (№ FA 12002227);
- Conductor 10 kV f. 61 SS «Volodarskaya» (asset #340271; (FA 12002214);
- Conductor 10 kV f. 37 SS «Volodarskaya» (asset #312256 (№FA 12002212); asset #312255 (№FA 12002213); asset #312369 (№FA 12002223); asset #312252 (№FA 12002224); asset #312253 (№FA 12002225); asset #33624 (№FA 12002226); asset #34027 (№FA 12002228); asset #33502 (№FA 12002238); asset #312251 (№FA 12002239); asset #319961 (№FA 12002240);
- Conductor 10 kV f. 28 SS «Volodarskaya» (asset #340271 (№FA 12002214); asset #33573 (№FA 12002215); asset #31224 (№FA 12002216); asset #312237 (№FA 12002217); asset #33178 (№FA 12002218); asset #312241 (№FA 12002219); asset #340861 (№FA 12002220); asset #312235 (№FA 12002221); asset #33561 (№FA 12002222); asset #312236 (№FA 12002235); asset #32005 (№FA 12002236); asset #31956 (№FA 12002237);
- Conductor 10 kV f. 63 SS «Volodarskaya» (asset #32014 (№FA 12002245); asset #31232 (№FA 12002246); asset #34081 (№FA 12002693);
- Conductor 10 kV f.2 SS «Volodarskaya» (asset #312312 (№FA 12002232).

Subject of Indemnification Agreement:

The subject of the Agreement is the compensation to the Owner of the residual value of dismantled parts of the Facilities of the Owner, the dismantling of which is carried out through the construction (reconstruction and technical re-equipment) of the Facilities of the Company, as well as expenses of the Owner, aimed at restoring the Facilities of the Owner in the configuration, specified in Appendices 4, 5 and in the same functional state, which was characteristic of the Facilities of the Owner prior to (the start of) reconstruction of the Facility of the Company, including compensated as follows:

- costs and other expenses agreed by the Parties of the Owner for registration by the Owner of the title to the reconstructed Facilities of the Owner, belonging to the Owner prior to the reconstruction of the Facility of the Company;
- costs of the activities by the Owner in connection with the actions of the Company for the construction (reconstruction and technical re-equipment) of the Facility of the Company, that involve the need of reconstruction (transfer, reconstruction and technical re-equipment, change of configuration) of the Facilities of the Owner.

Amount of compensation and the procedure for its payment:

The amount of compensation to be paid shall be determined in accordance with paragraph 3.1. and Appendix # 2 to the Agreement and is: 84 227 685,57 (Eighty-four million two hundred twenty-seven thousand six hundred eighty-five) rubles 57 kopecks, including VAT (18%) 12 683 644,13 (Twelve million six hundred eighty-three thousand six hundred forty-four) rubles 13 kopecks.

Compensation costs for the implementation of measures for reconstruction (transfer) Facilities of the Owner is made if there is a notice on the approval of the part of the project by the Owner, referred to in paragraph 4.2.3 of the Agreement and by transferring funds to the Owner on its account in the amount as specified in paragraph 3.2. of the Agreement, within 30 (thirty) business days after the conclusion of the Agreement.

2.3. Date of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **21.08.2012.**

2.4. Date of drawing up and number of minutes of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **Minutes # 21/12 of 24.08.2012.**

3. Signature

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

(signature)

O.V. Tkacheva

Stamp here.

3.2. Date «24» August 2012.