

Approved by  
the decision of the Board of Directors of  
Rosseti Centre, PJSC  
«05» May 2025  
(Minutes dated 06.05.2025 № 16/25)

Data accuracy confirmed by  
the decision of the Audit Commission of  
Rosseti Centre, PJSC  
«\_\_» \_\_\_\_\_ 2025  
(Minutes dated «\_\_»\_\_ 2025 № \_\_)

**REPORT**  
**on related party transactions concluded**  
**by Rosseti Centre, PJSC in 2024**

General Director  
of Rosseti Centre, PJSC

B.B. Ebzeev \_\_\_\_\_

Moscow

2025

Item #	Name of the transaction	Date of the transaction	Significant terms of the transaction (parties, subject, price, validity period) <sup>1</sup>	Person (s) who are related to the transaction	Notification of the related party transaction (letter details)	Governing body that made a decision on consent to the transaction or its subsequent approval (if there is such a decision - minutes details)
1.	2.	3.	4.	5.	6.	7.
1.	Amendment № DC7700/00009/24 to Agreement on the transfer of powers of the sole executive body of Rosseti Centre and Volga region, PJSC to Rosseti Centre, PJSC dated 7 October 2020 No. 7700/00224/20	23.01.2024	<p><b>Parties to the Amendment:</b> Public Joint stock company «Rosseti Centre» (Rosseti Centre, PJSC) – (the Managing Organization); Public Joint stock company «Rosseti Centre and Volga region» (Rosseti Centre and Volga region, PJSC) – (the Company).</p> <p><b>Subject of the Amendment:</b> Amendments to Agreement on the transfer of powers of the sole executive body of Rosseti Centre and Volga region, PJSC to Rosseti Centre, PJSC dated 7 October 2020 No. 7700/00224/20 (hereinafter referred to as the Agreement): «1. To read subclause 2.1.5 of clause 2.1 of Section 2 of the Agreement in the following wording: «2.1.5. achievement of target values of key performance indicators (KPIs), bonus reduction indicators and functional key performance indicators (FKPIs), approved by the Board of Directors of the Company and calculated in</p>	<p><b>PJSC Rosseti</b> - Controlling entity of Rosseti Centre, PJSC and Rosseti Centre Volga region, PJSC.</p> <p><b>Maxim Sergeevich Agafonov</b> - a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Elena Viktorovna Andreeva</b> -</p>	dated 26.12.2023 № MR1-TSA/7/3/1729	The issue of consent to the conclusion of the transaction planned to be concluded on the terms specified in the Notice was not submitted for consideration by the Board of Directors of the Company due to the fact that the Company did not receive a corresponding request.

<sup>1</sup> The price of alienated or acquired property or services is determined by the board of directors of the company based on the market value, in accordance with Article 77 of the Federal Law “On Joint Stock Companies”.

			<p>accordance with the Procedure for calculating key performance indicators and functional key performance indicators of the management staff of Rosseti Centre and Volga region, PJSC (hereinafter referred to as the Procedure for calculating KPIs and FKPIs) or another similar internal document of the Company approved by the Board of Directors of the Company».</p> <p>2. To supplement section 4 of the Agreement with clause 4.6. of the following content: «4.6. The management staff of the Managing Organization performs the functions of the management staff of the Company. The relevant functional responsibilities in the areas of the Company's activities are performed by the relevant officials of the Managing Organization».</p> <p>3. To read subclause 6.2.2 of clause 6.2 of Section 6 of the Agreement in the following wording: «6.2.2. The Managing Organization submits a quarterly report to the Board of Directors of the Company no later than 45 (Forty five) calendar days after the end of the reporting quarter, the Report on the results of the reporting year is submitted no later than 15 (Fifteen) business days after the Board of Directors of the Company approves the report on the implementation of KPIs, bonus reduction indicators and FKPIs based on the results of the reporting year, unless longer periods are established by a decision of the Board of Directors of the Company».</p> <p>4. To read subclause 7.4.1 of clause 7.4 of Section 7 of the Agreement in the following wording: «7.4.1. The variable component of the</p>	<p>a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Board of Directors of Rosseti Centre and Volga region, PJSC.</p> <p><b>Vitaly Yuryevich Zarkhin</b> – a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Board of Directors of Rosseti Centre and Volga region, PJSC.</p> <p><b>Maria Vyacheslavna Korotkova</b> - a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the</p>		
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			<p>Managing Organization's remuneration for each reporting year is determined on the basis of specific weights, assessment of the fulfillment of target KPI values, bonus reduction indicators and FKPIs approved by the Board of Directors of the Company and calculated in accordance with the Procedure for calculating KPIs and FKPIs or another similar internal document of the Company approved by the Board of Directors of the Company.</p> <p>In the event that the Board of Directors of the Company approves changes in the composition, target values, specific weights of KPIs, bonus reduction indicators and FKPIs, changes are made to the Procedure for calculating KPIs and FKPIs, or another similar internal document of the Company is approved, such changes/a newly approved internal document of the Company become mandatory for the Parties and subject to execution without making changes to this Agreement (concluding an amendment)».</p> <p>5. To read subclause 7.4.2 of clause 7.4 of Section 7 of the Agreement in the following wording:</p> <p>«7.4.2. Achievement of target values of KPIs, bonus reduction indicators and FKPIs is confirmed by reports on the implementation of KPIs, bonus reduction indicators and FKPIs at the end of the reporting year, approved by the Board of Directors of the Company. Payment of the variable component of the remuneration of the Managing Organization is made within 10 (Ten) days from the date of the invoice issued by the Managing Organization after approval by the Board of Directors of the Company of the Report on the results of the reporting year specified in subclause 6.2.2 of clause 6.2 of</p>	<p>Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Maria Alexandrovna Dokuchaeva</b> - a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Alexey Nikolayevich Zharikov</b> - a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Evgeny Viktorovich Lyapunov</b> - a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously</p>		
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			<p>Section 6 of this Agreement, subject to approval of the annual financial statements of the Company by the General Meeting of Shareholders for the corresponding reporting year. Within 10 (Ten) days from the date of approval by the Board of Directors of the Company of the Report on the results of the reporting year specified in subclause 6.2.2 of clause 6.2 of section 6 of this Agreement, subject to approval of the annual financial statements of the Company by the General Meeting of Shareholders for the corresponding reporting year, the Managing Organization sends to the person, authorized by the Board of Directors of the Company to sign this Agreement on its behalf, in two copies the corresponding invoice and the certificate of acceptance of services for the exercise of the powers of the sole executive body. The signed certificates indicating the date of signing are transferred by the person, authorized by the Board of Directors of the Company to sign this Agreement on its behalf, one copy each to the Managing Organization and the Company.».</p> <p>6. To read subclause 7.4.3 of clause 7.4 of Section 7 of the Agreement in the following wording:</p> <p>«7.4.3. For 100% achievement of all KPIs, bonus reduction indicators and FKPIs, the Variable component of the Managing Organization's remuneration is 2 (Two)% of the Company's net profit (in addition to VAT, calculated at the rate provided for by the current legislation of the Russian Federation), calculated in accordance with Russian accounting standards reporting.</p> <p>The amount of the Variable component of the</p>	<p>holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Board of Directors of Rosseti Centre and Volga region, PJSC.</p> <p><b>Igor Vladimirovich Makovskiy</b> - General Director, Chairman of the Management Board, a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the positions of General Director, Chairman of the Management Board, a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Board of Directors and Chairman of the Management Board of Rosseti Centre and Volga region, PJSC.</p> <p><b>Yulia Alexandrovna Leshchevskaya</b> - a member of the Board of Directors of Rosseti Centre,</p>		
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			<p>Managing Organization's remuneration, depending on the degree of achievement of KPIs, bonus reduction indicators and FKPIs, is calculated using the following formula:  <math>VCA = 2\% \times NP \times KPI^{YEAR} \times (100\% + VAT)</math>, where  VCA – the amount of the variable component of the Managing Organization's remuneration, RUB;  NP – the amount of the Company's net profit for the reporting period, calculated in accordance with Russian accounting standards, RUB.  VAT – the value added tax rate expressed as a percentage, applicable in accordance with the legislation of the Russian Federation.  <math>KPI^{YEAR}</math> – the ratio of fulfillment of annual KPIs, bonus reduction indicators and FKPIs, from 0 to 1, is calculated to two decimal places and determined by the following formula:</p> $KPI^{YEAR} = \frac{1}{2} \times \sum_{i=1}^n \frac{W_i \times K_i}{100\%} \times [1 - \sum_{j=1}^m D_j] + \frac{1}{2} \times \frac{\sum_{k=1}^l K_k}{l}, \text{ while}$ <p>if <math>KPI^{YEAR} &gt; 1</math>, then <math>KPI^{YEAR} = 1</math></p> <p><math>W_i</math> - the specific weight of the i-th KPI in the amount of incentive payments for achieving target KPI values, determined by the Board of Directors of the Company, %;  <math>K_i</math> - the ratio for adjusting incentive payments for achieving the i-th KPI, takes a value from 0 to 1,20 in accordance with the provisions of the Procedure for calculating KPIs and FKPIs;  n - the total number of KPIs approved by the Board of Directors of the Company, units;  m – the total number of bonus reduction</p>	<p>PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Andrey Vladimirovich Morozov</b> -  a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Board of Directors of Rosseti Centre and Volga region, PJSC.</p> <p><b>Andrey Petrovich Tulba</b> –  a member of the Board of Directors of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Board of Directors of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p>		
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			<p>indicators approved by the Board of Directors of the Company, units;  <math>D_j</math> - the specific weight of the j-th bonus reduction indicator (when established), determined by the Board of Directors of the Company (applied only in case of failure to meet the bonus reduction indicator), %;  <math>l</math> - the total number of FKPIs approved by the Board of Directors of the Company, units;  <math>K_k</math> - the ratio of adjustment of incentive payments for the implementation of the k-th FKPI, takes a value from 0 to 1,00 in accordance with the provisions of the Procedure for calculating KPIs and FKPIs.</p> <p>The Variable component of the Managing Organization's remuneration is a source of financing the remuneration of the management staff and other employees of the Managing Organization in accordance with the terms of the employment contracts in force during the reporting period, and can also be used for other purposes by decision of the Managing Organization.</p> <p>In the absence of a report approved by the Board of Directors of the Company on the implementation of KPIs, bonus reduction indicators and FKPI (a separate KPI, FKPI) based on the results of the reporting year, the Variable component of remuneration is paid proportionally, based on the share of KPI, FKPI in the Variable component of remuneration, for which there is a report approved by the Board of Directors of the Company».</p> <p>7. Clause «Appendices» shall be read as follows:</p> <p>1. Functions of the Managing Organization.  2. Form of the Managing Organization's</p>	<p><b>Artem Gennadievich Aleshin</b> -  a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Management Board of Rosseti Centre and Volga region, PJSC.</p> <p><b>Sergey Nikolayevich Demidov</b> -  a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p> <p><b>Alexander Vladimirovich Egorychev</b> -  a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the</p>		
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			<p>Report.</p> <p>3. Form of the service acceptance certificate.</p> <p>4. Cost estimate for the constant component of remuneration for exercising the powers of the sole executive body.</p> <p>8. Appendices # 4 and # 6 to the Agreement shall be declared invalid. Consider Appendix # 5 as Appendix # 4 to the Agreement».</p> <p><b>Price:</b></p> <p>The Managing Organization's remuneration consists of two parts:</p> <p>(1) The constant component is paid to the Managing Organization for the provision of services for the exercise of the powers of the sole executive body.</p> <p>(2) The variable component of remuneration is paid for the effectiveness of management of the Managing Organization in the provision of services for the exercise of the powers of the sole executive body.</p> <p>The constant component of the remuneration. The settlement period is a calendar quarter. The amount of the quarterly remuneration to the Managing Organization starting from 2020 is 125 000 000 (One hundred twenty five million) rubles 00 kopecks, plus VAT 25 000 000 (Twenty five million) rubles 00 kopecks.</p> <p>The amount of the quarterly remuneration to the Managing Organization starting from the first quarter of 2022 is 130 000 000 (One hundred thirty million) rubles 00 kopecks, plus VAT in the amount of 26 000 000 (Twenty six million) rubles 00 kopecks (taking into account Amendment # 1 to Agreement dated 31 March 2022 # DS7700/00035/22).</p>	<p>Management Board of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Management Board of Rosseti Centre and Volga region, PJSC.</p> <p><b>Konstantin Sergeevich Mikhailenko</b> - a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Management Board of Rosseti Centre and Volga region, PJSC.</p> <p><b>Alexey Dmitrievich Savostin</b> - a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Management Board of the managing organization</p>		
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			<p>The amount of the quarterly remuneration to the Managing Organization starting from the first quarter of 2023 is 141 700 000 (One hundred forty one million seven hundred thousand) rubles 00 kopecks, plus VAT in the amount of 28 340 000 (Twenty eight million three hundred forty thousand) rubles 00 kopecks (taking into account Amendment # 3 to Agreement dated 17 January 2023 # DS7700/00007/23).</p> <p>For 2021 and subsequent years, the amount of remuneration to the Managing Organization is determined in accordance with an amendment to the Agreement. The amount of the quarterly remuneration for 2021 and subsequent years cannot be higher than the amount of the quarterly remuneration of the Managing Organization in 2020, increased by the consumer price index for the corresponding years, determined in accordance with the Forecast of socio-economic development by the Ministry of Economic Development of the Russian Federation. If the Parties do not conclude such an amendment, the amount of quarterly remuneration for 2021 and subsequent years is equal to the last quarterly remuneration agreed by the Parties in writing.</p> <p>The amount of the constant component of the remuneration is determined in accordance with the Cost estimate of the constant component of the remuneration for exercising the powers of the sole executive body (Appendix # 4 to the Agreement).</p> <p>The constant component of the remuneration for an incomplete quarter is paid in proportion to the actual time, expressed in days, of the exercise of the powers of the sole executive</p>	<p>of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC, also being a member of the Management Board of Rosseti Centre and Volga region, PJSC.</p> <p><b>Lyudmila Alexeevna Sklyarova</b> - a member of the Management Board of Rosseti Centre, PJSC, simultaneously holding the position of a member of the Management Board of the managing organization of Rosseti Centre and Volga region, PJSC - Rosseti Centre, PJSC.</p>		
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			<p>body by the Managing Organization in the corresponding reporting quarter.</p> <p>The variable component of the remuneration is paid under the following conditions:</p> <p>The variable component of the Managing Organization's remuneration for each reporting year is determined on the basis of specific weights, assessment of the fulfillment of target KPI values, bonus reduction indicators and FKPIs approved by the Board of Directors of the Company and calculated in accordance with the Procedure for calculating KPIs and FKPIs or another similar internal document of the Company approved by the Board of Directors of the Company.</p> <p>In the event that the Board of Directors of the Company approves changes in the composition, target values, specific weights of KPIs, bonus reduction indicators and FKPIs, changes are made to the Procedure for calculating KPIs and FKPIs, or another similar internal document of the Company is approved, such changes/a newly approved internal document of the Company become mandatory for the Parties and subject to execution without making changes to this Agreement (concluding an amendment).</p> <p>For 100% achievement of all KPIs, bonus reduction indicators and FKPIs, the Variable component of the Managing Organization's remuneration is 2 (Two)% of the Company's net profit (in addition to VAT, calculated at the rate provided for by the current legislation of the Russian Federation), calculated in accordance with Russian accounting standards reporting.</p> <p>The amount of the Variable component of the Managing Organization's remuneration,</p>			
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			<p>depending on the degree of achievement of KPIs, bonus reduction indicators and FKPIs, is calculated using the following formula:  <math>VCA = 2\% \times NP \times KPI^{YEAR} \times (100\% + VAT)</math>, where  VCA – the amount of the variable component of the Managing Organization’s remuneration, RUB;  NP – the amount of the Company’s net profit for the reporting period, calculated in accordance with Russian accounting standards, RUB.  VAT – the value added tax rate expressed as a percentage, applicable in accordance with the legislation of the Russian Federation.  <math>KPI^{YEAR}</math> – the ratio of fulfillment of annual KPIs, bonus reduction indicators and FKPIs, from 0 to 1, is calculated to two decimal places and determined by the following formula:</p> $KPI^{YEAR} = \frac{1}{2} \times \sum_{i=1}^n \frac{W_i \times K_i}{100\%} \times [1 - \sum_{j=1}^m D_j] + \frac{1}{2} \times \frac{\sum_{k=1}^l K_k}{l}, \text{ while}$ <p>if <math>KPI^{YEAR} &gt; 1</math>, then <math>KPI^{YEAR} = 1</math></p> <p><math>W_i</math> - the specific weight of the i-th KPI in the amount of incentive payments for achieving target KPI values, determined by the Board of Directors of the Company, %;  <math>K_i</math> - the ratio for adjusting incentive payments for achieving the i-th KPI, takes a value from 0 to 1,20 in accordance with the provisions of the Procedure for calculating KPIs and FKPIs;  n - the total number of KPIs approved by the Board of Directors of the Company, units;</p>			
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			<p><math>m</math> – the total number of bonus reduction indicators approved by the Board of Directors of the Company, units;</p> <p><math>D_j</math> - the specific weight of the <math>j</math>-th bonus reduction indicator (when established), determined by the Board of Directors of the Company (applied only in case of failure to meet the bonus reduction indicator), %;</p> <p><math>l</math> - the total number of FKPIs approved by the Board of Directors of the Company, units;</p> <p><math>K_k</math> - the ratio of adjustment of incentive payments for the implementation of the <math>k</math>-th FKPI, takes a value from 0 to 1,00 in accordance with the provisions of the Procedure for calculating KPIs and FKPIs.</p> <p>The Variable component of the Managing Organization's remuneration is a source of financing the remuneration of the management staff and other employees of the Managing Organization in accordance with the terms of the employment contracts in force during the reporting period, and can also be used for other purposes by decision of the Managing Organization.</p> <p>In the absence of a report approved by the Board of Directors of the Company on the implementation of KPIs, bonus reduction indicators and FKPI (a separate KPI, FKPI) based on the results of the reporting year, the Variable component of remuneration is paid proportionally, based on the share of KPI, FKPI in the Variable component of remuneration, for which there is a report approved by the Board of Directors of the Company.</p> <p>The variable component of remuneration for an incomplete reporting year is paid in proportion to the actual time, expressed in days, of</p>			
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			<p>exercising the powers of the sole executive body by the Managing Organization in the corresponding reporting year, taking into account the performance of KPIs for the actual time of exercising the powers.</p> <p>The amount of remuneration to the Managing Organization calculated and paid in accordance with the Agreement, taking into account Amendments 1-4, for the entire term of the Agreement cannot be 10 (Ten) or more percent of the book value of the Company's assets as of the last reporting date preceding the conclusion of the Agreement.</p> <p><b>Additional terms:</b></p> <p>The terms of the Agreement, not stipulated in the Amendment, are valid in the previous edition.</p> <p><b>Duration of the Amendment:</b></p> <p>The Amendment comes into force from the moment of its signing by the Parties. The Agreement is considered amended and valid as amended, taking into account the changes made by the Amendment, starting from 01.01.2023.</p> <p><b>Essential terms of the agreement on the transfer of powers of the sole executive body of Rosseti Centre and Volga region, PJSC to Rosseti Centre, PJSC in the edition of Amendment dated 15.06.2022 № 7700/00031/22:</b></p> <p><b>Parties to the Agreement:</b></p> <p>Public Joint stock company «Rosseti Centre» (Rosseti Centre, PJSC) (the Managing Organization);</p> <p>Public Joint stock company «Rosseti Centre and Volga region» (Rosseti Centre and Volga region, PJSC) (the Company).</p>			
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			<p><b>Subject of the Agreement:</b></p> <p>The Company transfers, and the Managing Organization accepts and implements the functions established by the Company's Articles of Association, local regulatory acts of the Company and the current legislation of the Russian Federation, the powers of the sole executive body of the Company (General Director - in accordance with the Articles of Association of the Company) in the manner and under the conditions determined by this Agreement.</p> <p><b>Price of the Agreement:</b></p> <p>The Managing Organization's remuneration consists of two parts:</p> <p>(1) The constant component is paid to the Managing Organization for the provision of services for the exercise of the powers of the sole executive body.</p> <p>(2) The variable component of remuneration is paid for the effectiveness of management of the Managing Organization in the provision of services for the exercise of the powers of the sole executive body.</p> <p>The constant component of the remuneration.</p> <p>The settlement period is a calendar quarter. The amount of the quarterly remuneration to the Managing Organization starting from 2020 is 125 000 000 (One hundred twenty five million) rubles 00 kopecks, plus VAT 25 000 000 (Twenty five million) rubles 00 kopecks.</p> <p>For 2021 and subsequent years, the amount of remuneration to the Managing Organization is determined in accordance with an amendment to the Agreement. The amount</p>			
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			<p>of the quarterly remuneration for 2021 and subsequent years cannot be higher than the amount of the quarterly remuneration of the Managing Organization in 2020, increased by the consumer price index for the corresponding years, determined in accordance with the Forecast of socio-economic development by the Ministry of Economic Development of the Russian Federation. If the Parties do not conclude such an amendment, the amount of quarterly remuneration for 2021 and subsequent years is equal to the last quarterly remuneration agreed by the Parties in writing.</p> <p>The amount of the constant component of the remuneration is determined in accordance with the Cost estimate of the constant component of the remuneration for exercising the powers of the sole executive body (Appendix # 6 to the Agreement).</p> <p>The constant component of the remuneration for an incomplete quarter is paid in proportion to the actual time, expressed in days, of the exercise of the powers of the sole executive body by the Managing Organization in the corresponding reporting quarter.</p> <p>The variable component of the remuneration is paid under the following conditions:</p> <ul style="list-style-type: none"> <li>- the variable component of remuneration for each reporting year is calculated on the basis of KPIs, the list, approval and calculation procedure of which is specified in Appendix # 5 to the Agreement.</li> </ul> <p>In the event that the Board of Directors of the Company approves changes to the KPI values and/or the Methodology for calculating and assessing the implementation of key performance indicators of the General Director</p>			
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			<p>(CEO) of the Company, such changes become mandatory for the Parties and are subject to execution without making changes to the Agreement.</p> <p>For achieving 100% for all KPIs, the variable component of the remuneration, which is subject to payment based on the results of the reporting year, is determined in an amount equal to 2% of the Company's net profit (in addition to VAT calculated at the rate stipulated by the current legislation of the Russian Federation), calculated in accordance with Russian Accounting Standards.</p> <p>In case of achieving 100% not for all KPIs, the variable component of remuneration is paid proportionally, based on the share of KPIs in the variable part of remuneration for which 100% fulfillment was achieved.</p> <p>In the absence of a report on the fulfillment of a KPI (separate KPI) approved by the Board of Directors of the Company, the Variable component of the remuneration shall be paid proportionally, based on the share of the KPI in the variable part of the remuneration for which there is a report approved by the Board of Directors of the Company.</p> <p>The variable component of the remuneration for an incomplete reporting year is paid in proportion to the actual time, expressed in days, of the exercise of powers by the sole executive body of the Managing Organization in the relevant reporting year, taking into account the fulfillment of KPIs for the actual time of the exercise of the powers.</p> <p>The amount of the Managing Organization's remuneration, calculated and</p>			
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			<p>paid in accordance with the Agreement, may not amount to 10 (ten) percent or more of the book value of the Company's assets on the last reporting date preceding the conclusion of the Agreement.</p> <p><b>Duration of the Agreement:</b></p> <p>The Agreement shall enter into force from the moment of its signing by the Parties.</p> <p>The Agreement is valid until 31.12.2023 inclusive.</p> <p>If 30 days before the date of termination of the Agreement, neither Party notifies the other Party of its refusal to extend the Agreement, the Agreement is automatically extended each time for 3 (three) years. If the initiator of the refusal to extend the Agreement is the Company, decision about the direction of the notice of refusal to extend the Agreement is accepted by the Board of Directors of the Company.</p> <p><b>Other essential terms of the Agreement:</b></p> <p><b>Responsibilities of the parties:</b></p> <p>The Managing Organization shall be liable for failure to achieve the key performance indicators approved by the decision of the Board of Directors of the Company, if such failure is due to decisions, instructions of the Managing Organization, or failure to make the necessary decisions and instructions, which led to their failure to achieve them. The Managing Organization shall not be liable for failure to achieve the target key performance indicators, the values of which were agreed upon and approved by the Parties upon conclusion of the Agreement, taking into account the implementation of the KPI for the actual period of the exercise of the powers.</p>			
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			<p>The liability of the Managing Organization occurs if the target value of the key indicators is not achieved. In this case, the amount of the fine is 5% of the fee paid by the Company to the Managing Organization for the quarter in accordance with paragraph 7.3.1 of the Agreement, for failure to achieve the target value for each indicator. taking into account the implementation of KPIs for the actual period of the exercise of the powers.</p> <p>The total amount of the fine provided for in this paragraph for the reporting year may not exceed 10% of the constant component paid by the Company for the quarter, but may be reduced by decision of the Board of Directors of the Company.</p>			
2.	Amendment dated 28.12.2024 № 2 to interest-free loan Agreement from dated 16.07.2020 № 5720 <sup>2</sup>	28.12.2024	<p><b>Parties to Amendment № 2:</b> Rosseti Centre, PJSC (Borrower); PJSC Rosseti (Lender).</p> <p><b>Subject and price of Amendment № 2:</b> The following amendments have been made to interest-free loan agreement dated 16 July 2020 No. 5720 between Rosseti Centre, PJSC and PJSC Rosseti (hereinafter referred to as the Agreement): «1. The Parties have agreed to set out clause 3.5. of the Agreement as follows: “3.5. The principal amount shall be repaid annually, starting in 2026 no later than 20 December of the corresponding year, in an amount of no less than 1/5 of the principal</p>	<p><b>PJSC Rosseti</b> - the controlling entity of Rosseti Centre, PJSC, simultaneously being a party to the transaction.</p> <p>Share of participation of PJSC Rosseti in the authorized capital (share fraction owned) of Rosseti Centre, PJSC on the date of the transaction: 50,7%.</p> <p><b>Evgeny Viktorovich Lyapunov</b> -</p>	dated 12.12.2024 № MR1-TSA/7/3/1553	Board of Directors of Rosseti Centre, PJSC (Minutes of 28.12.2024 № 60/24)

<sup>2</sup> Due to the fact that the transaction price is more than two percent of the assets according to the consolidated financial statements of Rosseti Centre, PJSC as of the last reporting date (the end date of the last completed reporting period preceding the date of the transaction) – 30.09.2024, the information about the transaction is disclosed in to the extent stipulated by Clause 59.3 of Chapter VIII of the Bank of Russia’s Regulation No. 714-P dated 27 March 2020 “On Disclosure of Information by Issuers of Equity Securities” as amended by the Bank of Russia’s Directive No. 6283-U dated 30 September 2022 “On Amendments to the Bank of Russia’s Regulation dated 27 March 2020 No. 714-P “On Disclosure of Information by Issuers of Equity Securities”.

			<p>amount under the agreement as of 01.01.2025. The final repayment of the principal amount shall be made no later than 31.12.2030. If the date of return of the Loan Amount in accordance with this clause falls on a non-working holiday or day off, regardless of whether it is a public holiday or a day off for settlement transactions, then the payment of the Loan Amount shall be made on the last working day preceding the date of return of the Loan Amount.”</p> <p>2. The Parties have agreed to set out clause 10.1. of the Agreement as follows:  “10.1. The term of the loan agreement shall be no later than 31.12.2030.”</p> <p>The price of the Agreement, taking into account Amendments Nos. 1-2, consists of the sum of funds provided to the Borrower by the Lender as a loan in an amount not exceeding 4 900 000 000 (Four billion nine hundred million) rubles 00 kopecks.</p> <p><b>Duration of Amendment № 2:</b>  Amendment № 2 is an integral part of the Agreement, comes into force from the date of its signing by the Parties and is valid for the entire term of the Agreement. The terms of Amendment № 2 apply to the legal relations of the Parties that arose from the moment of conclusion of the Agreement.</p> <p><b>Essential terms of the Agreement as amended by Amendments 1-2:</b>  <b>Parties to the Agreement:</b>  Rosseti Centre, PJSC (Borrower);  PJSC Rosseti (Lender).  <b>Subject of the Agreement:</b>  The Lender transfers to the Borrower</p>	<p>a member of the Board of Directors of Rosseti Centre, PJSC, who is also a member of the Management Board of PJSC Rosseti, which is a party to the transaction.</p> <p><b>Alexey Alexandrovich Polinov</b> - a member of the Board of Directors of Rosseti Centre, PJSC, who is also a member of the Management Board of PJSC Rosseti, which is a party to the transaction.</p> <p>Share of participation of E.V. Lyapunov, A.A. Polinov in the authorized capital (share fraction owned) of Rosseti Centre, PJSC and PJSC Rosseti on the date of the transaction: none.</p>		
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			<p>funds in an amount not exceeding 4 900 000 (four billion nine hundred million) rubles 00 kopecks (hereinafter referred to as the Loan Amount), and the Borrower undertakes to return to the Lender the received Loan Amount.</p> <p><b>Loan amount:</b> no more than 4 900 000 000 rubles.</p> <p><b>Intended purpose:</b></p> <p>Financing of the Target Program for improving the reliability of electricity supply to consumers in the Tver region for the period 2018-2020 and other activities related to ensuring reliable and uninterrupted energy supply to the Tver region (including reimbursement of costs incurred in 2018-2020 before the date of conclusion of the loan agreement).</p> <p><b>Type of the loan:</b> interest-free loan.</p> <p>The interest rate under the Agreement is 0% per annum.</p> <p><b>Loan agreement term:</b> no later than 31.12.2030.</p> <p><b>Additional terms:</b></p> <ul style="list-style-type: none"> <li>- the loan is provided in one or several tranches based on the Borrower's applications, agreed upon by the Lender;</li> <li>- the period for selecting loan tranches is from the date of conclusion of the agreement until 31.12.2020;</li> <li>- the principal amount is repaid annually, starting in 2024 no later than 20 December of the corresponding year, in an amount of at least 1/7 of the principal amount under the agreement as of 01.01.2022. The final repayment of the principal amount is made no later than 11 years from the date of conclusion of the agreement.</li> </ul> <p>If the date of return of the Loan Amount in</p>			
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			<p>accordance with this clause falls on a non-working holiday or day off, regardless of whether it is a public holiday or a day off for settlement transactions, then the payment of the Loan Amount shall be made on the last working day preceding the date of return of the Loan Amount.”</p> <ul style="list-style-type: none"><li>- in the event of a violation by the Borrower of the terms of the loan agreement, the Lender has the right to demand early repayment of the loan debt;</li><li>- The Borrower has the right to repay the loan debt early (in full or in part.</li></ul> <p><b>Duration of the Agreement:</b></p> <p>The Agreement shall enter into force on the date of its signing and shall remain in effect until the Parties have fully fulfilled all obligations under it.</p>			
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