

**Statement of material fact**  
**«On a meeting of the Board of Directors of the Issuer and its agenda,**  
**as well as separate decisions taken by the Board of Directors of the Issuer»**  
**(insider information disclosure)**

**1. General information**

1.1. Full issuer's business name (for non-commercial organization – name)	<b>Interregional Distribution Grid Company of Centre, Public Joint-Stock Company</b>
1.2. Abbreviated issuer's business name	<b>IDGC of Centre, PJSC</b>
1.3. Issuer's location	<b>Russia, Moscow</b>
1.4. Primary State Registration Number of the issuer	<b>1046900099498</b>
1.5. Tax payer number of the issuer	<b>6901067107</b>
1.6. Issuer's Unique code, assigned by registering authority	<b>10214-A</b>
1.7. Web page address used by the issuer for information disclosure	<a href="http://www.e-disclosure.ru/portal/company.aspx?id=7985;http://www.mrsk-1.ru/ru/information/">http://www.e-disclosure.ru/portal/company.aspx?id=7985;http://www.mrsk-1.ru/ru/information/</a>

**2. Contents of the statement**  
**«on some decisions taken by the Board of Directors**  
**(Supervisory Board) of the Issuer»**

2.1. The quorum of the meeting of the Board of Directors:  
Total number of members of the Board of Directors: 11 persons. Participants of the meeting: 9 persons.  
The quorum for all the items is present.

2.2. The content of the decisions taken by the Board of Directors of the issuer, and voting results on the decisions taken:

**Item 1: On approval of the report of General Director of the Company «On execution of the summary on the RAS principles and consolidated on the IFRS principles Business Plan of the Group of IDGC of Centre in 2Q and 1H 2016».**

**Decision:**

To approve the reports of General Director of the Company «On execution of the summary on the RAS principles and consolidated on the IFRS principles Business Plan of the Group of Companies IDGC of Centre for 1H 2016» in accordance with Appendices # 1, 2 to this decision of the Board of Directors of the Company.

**Voting results:**

«FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

**DECISION IS TAKEN.**

**Item 2: On approval of the report of General Director of the Company «On the results of execution of the target values of key performance indicators of General Director in 2Q 2016».**

**Decision:**

To approve the report of General Director of the Company «On the results of execution of the target values of key performance indicators of General Director in 2Q 2016» in accordance with Appendix # 3 to this decision of the Board of Directors of the Company.

**Voting results:**

«FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

**DECISION IS TAKEN.**

**Item 3: On consideration of the report of General Director of the Company «On the execution of the order to accept and commission completed construction projects».**

**Decision:**

To take into consideration the report of General Director of the Company «On the execution of the order to accept and commission completed construction projects» in accordance with Appendix # 4 to this decision of the Board of Directors of the Company.

**Voting results:**

«FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

**DECISION IS TAKEN.**

**Item 4: On consideration of the report of General Director of the Company «On implementation of the decisions of the Board of Directors taken on 16.05.2016 (Minutes # 15/16 of 17.05.2016), regarding item # 4».**

**Decision:**

To defer consideration of the item at a later date.

**Voting results:**

«FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

**DECISION IS TAKEN.**

**Item 5. On approval of an amendment to agreement dated 01.12.2014 № 3100/36681/14, concluded between IDGC of Centre, PJSC and Federal State Budget Institution of Higher Education «National Research University «MPEI», which is a related party transaction.**

*In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and Federal State Budget Institution of Higher Education «National Research University «MPEI» is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the Company, whose affiliates (N.D. Rogalev, A.V. Novak, O.M. Budargin, A.E. Murov, V.M. Kravchenko, N.G. Shulginov and S.I. Shmatko) are members of the Board of Trustees and the Academic Council of Federal State Budget Institution of Higher Education «National Research University «MPEI».*

**Decision:**

To approve the amendment to agreement dated 01.12.2014 № 3100/36681/14, concluded between IDGC of Centre, PJSC and Federal State Budget Institution of Higher Education «National Research University «MPEI», which is a related party transaction, on the following essential conditions:

**Parties of the Amendment:**

«Contractor» - Federal State Budget Institution of Higher Education «National Research University «MPEI»;

«Customer» - IDGC of Centre, PJSC.

**Subject of the Amendment:**

The Parties have concluded the Amendment to agreement dated 01.12.2014 № 3100/36681/14 under the terms and conditions in accordance with Appendix # 5 to this decision of the Board of Directors of the Company.

**Duration of the Amendment:**

The Amendment shall enter into force upon its signature and covers the relations between the Parties arising from 01.12.2014 (part 2 of Article 425 of the Civil Code of the Russian Federation).

**Voting results:**

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

**DECISION IS TAKEN.**

**Item 6. On approval of the agreement on rendering paid educational services under the training program «Organization of investigation into causes of accidents in the electric power industry, quality of accident investigation, planning following results of investigation of accidents, innovative tools to improve reliability», concluded between IDGC of Centre, PJSC and NP «KEU-EES», which is a related party transaction.**

*In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and NP «KEU-EES» is recognized as a related party transaction of the following persons:*

- 1) the shareholder of the Company – PJSC «Rosseti», which holds more than 20% of voting shares of the Company, whose affiliate (N.D. Rogalev) is a member of the Supervisory Board of NP «KEU-EES»;
- 2) members of the Board of Directors of the Company Y.N. Mangarov and N.I. Erpsher), who are members of the Supervisory Board of NP «KEU-EES» at the same time.

**Decision:**

1. To determine that the full cost of educational services (the trainee - Tatiana E. Ereemeeva) under the advanced training program amounts to 32 500,00 (Thirty two thousand five hundred) rubles 00 kopecks. Not subject to VAT in accordance with subpara. 14 of para. 2 of Article 149 of the Tax Code of the Russian Federation.
2. To approve the agreement on rendering paid educational services (the trainee - Tatiana E. Ereemeeva) under the advanced training program, concluded between IDGC of Centre, PJSC and NP «KEU-EES», which is a related party transaction, on the following essential conditions:

**Subject of the Agreement:**

The Customer requests, and the Contractor shall provide the Customer with paid educational services to train the Customer's Representatives (Appendix # 2 to the Agreement) under the advanced training program «Organization of investigation into causes of accidents in the electric power industry, quality of accident investigation, planning following results of investigation of accidents, innovative tools to improve reliability».

**Parties of the Agreement:**

«Customer» - IDGC of Centre, PJSC

«Contractor» - Non-Commercial Partnership «Corporate Educational and Scientific Centre of the Unified Energy System» (NP «KEU-EES»)

«Trainee» - Tatiana E. Ereemeeva

**Price of the Agreement:**

The total cost of the educational service per the Trainee is 32 500,00 (Thirty two thousand five hundred) rubles 00 kopecks, not subject to VAT in accordance with subpara. 14 of para. 2 of Article 149 of the Tax Code of the Russian Federation.

The total cost of educational services for the number of the Trainees (in accordance with Appendix # 2 to the Agreement) is 32 500,00 (Thirty two thousand five hundred) rubles 00 kopecks, not subject to VAT in accordance with subpara. 14 of para. 2 of Article 149 of the Tax Code of the Russian Federation.

The Customer pays for the educational services of the trainees to the account, provided by the Contractor, indicating the amount of cash by transfer to the settlement account of the Contractor no later than 30 working days after the Parties sign the Certificate of Acceptance of rendered services.

**Duration of the training:** from 05 to 09 September 2016, including:

- correspondent form of training (self-study of materials provided) – from 05 to 06 September 2016;
- full-time course – from 07 to 09 September 2016.

**Duration of the Agreement:**

The Agreement shall enter into force upon signature by both Parties, is valid until the Parties fulfill their obligations in full, and covers the relations between the Parties arisen from 05.09.2016.

In case of unsatisfactory results of the final evaluation of the Trainees, the money, paid by the Customer under the terms of this Agreement, shall not be returned to the Customer.

In case of non-participation of the Trainee without valid excuse, as well as removal of the Trainee from training due to a breach of the internal regulations of students, the money, paid by the Customer under the terms of this Agreement, shall not be returned by the Contractor.

**Voting results:**

«FOR» - 5; «AGAINST» - 0; «ABSTAINED» - 2.

*Members of the Board of Directors of IDGC of Centre, PJSC Y.N. Mangarov and N.I. Erpsher did not take part in the voting on this item as recognized as interested directors in accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies».*

**DECISION IS TAKEN.**

**Item 7. On approval of an agreement for removal of restrictions on the use of a land plot with reconstruction of an overhead power line at the facility Conductor-10 kV-3 «SS 35 kV Titarevka» (inventory number - 208715/L), concluded between IDGC of Centre, PJSC (IDGC of Centre -**

**Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), which is a related party transaction.**

*In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and Russian Railways is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (N.R. Podguzov) is a member of the Board of Directors of Russian Railways.*

**Decision:**

**1.** To determine the tentative cost of reconstruction of Conductor-10 kV-3 «SS 35 kV Titarevka» inventory number 208715/L (Conductor-10 kV from SS Titarevka phase 2), provided under the Agreement, concluded between IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), in the amount of 12 718 858,16 (Twelve million seven hundred eighteen thousand eight hundred fifty-eight) rubles 16 kopecks, including VAT (18%) 1 940 164,80 (One million nine hundred forty thousand one hundred sixty-four) rubles 80 kopecks.

The price of services is determined without taking into account the cost of design and survey works.

The final cost of services, provided under the Agreement, is determined on the basis of design and estimate documentation for removal of the power line, and includes the cost of allocating a land plot for the removal of the power line, development of design estimates for the removal of the power line, implementation of measures for removal of electrical installations and also incorporates the Owner's other expenses related to the provision of services under the Agreement.

The final cost of services and turnaround time are fixed by the parties in an amendment to the Agreement, which is signed by Parties within 10 (ten) days from the date of approval of the design and estimate documentation.

**2.** To approve the agreement for removal of restrictions on the use of a land plot with reconstruction of an overhead power line at the facility Conductor-10 kV-3 «SS 35 kV Titarevka» inventory number 208715/L (Conductor-10 kV from SS Titarevka phase 2), concluded between IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division),

Applicant - Russian Railways (DCRC-South of Russian Railways)

**Subject of the Agreement:**

The Owner agrees to perform all the necessary steps for removal of the possessed overhead power line Conductor-10 kV-3 «SS 35 kV Titarevka» inventory number 208715/L (Conductor-10 kV from SS Titarevka phase 2) from the land plot, and the Applicant undertakes to accept and pay for the services of the Owner under the terms of the Agreement.

**Price of the Agreement and settlement procedure:**

The tentative cost of services, provided under the Agreement for reconstruction of Conductor-10 kV-3 «SS 35 kV Titarevka» inventory number 208715/L (Conductor-10 kV from SS Titarevka phase 2) (without taking into account the cost of design and survey works), is 12 718 858,16 (Twelve million seven hundred eighteen thousand eight hundred fifty-eight) rubles 16 kopecks, including VAT (18%) 1 940 164,80 (One million nine hundred forty thousand one hundred sixty-four) rubles 80 kopecks.

Advance payment in the amount of 100%, that is 12 718 858,16 (Twelve million seven hundred eighteen thousand eight hundred fifty-eight) rubles 16 kopecks, including VAT (18%) 1 940 164,80 (One million nine hundred forty thousand one hundred sixty-four) rubles 80 kopecks, is made by bank transfer within 30 (thirty) calendar days from the date of signature of the Agreement.

The final cost of the services, provided under the Agreement, is determined on the basis of design and estimate documentation for removal of the power line, and includes the cost of allocating a land plot for the removal of the power line, development of design estimates for the removal of the power line, implementation of measures for removal of electrical installations and also incorporates the Owner's other expenses related to the provision of the services under the Agreement.

The final cost of services and turnaround time are fixed by the parties in an amendment to the Agreement, which is signed by Parties within 10 (ten) days from the date of approval of the design and estimate documentation.

**Turnaround time:**

Events on the removal of electrical installations are carried out within 120 (one hundred and twenty) calendar days from the date of approval by the Owner of the design and estimate documentation, and in

case of changes in the cost of services (according to the results of design and estimate documentation) – from the time of final settlement of the Applicant with the Owner.

**Duration of the Agreement:**

The Agreement shall enter into force upon signature and shall be valid until the Parties fulfill their obligations in full.

**Voting results:**

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

**DECISION IS TAKEN.**

**Item 8. On approval of an agreement for removal of restrictions on the use of a land plot with reconstruction of an overhead power line at the facility Conductor-35 kV «Kantemirovka-Titarevka» (inventory number - 903610/L), concluded between IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), which is a related party transaction.**

*In accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies» the deal between IDGC of Centre, PJSC and Russian Railways is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (N.R. Podguzov) is a member of the Board of Directors of Russian Railways.*

**Decision:**

**1.** To determine the tentative cost of reconstruction of Conductor-35 kV «Kantemirovka-Titarevka» inventory number - 903610/L (Conductor-35 kV Kantemirovka – Titarevka), provided under the Agreement, concluded between IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), in the amount of 11 267 225 (Eleven million two hundred sixty-seven thousand two hundred twenty-five) rubles 57 kopecks, including VAT (18%) 1 718 729 (One million seven hundred eighteen thousand seven hundred twenty-nine) rubles 32 kopecks.

The price of services is determined without taking into account the cost of design and survey works.

The final cost of services, provided under the Agreement, is determined on the basis of design and estimate documentation for removal of the power line, and includes the cost of allocating a land plot for the removal of the power line, development of design estimates for the removal of the power line, implementation of measures for removal of electrical installations and also incorporates the Owner's other expenses related to the provision of services under the Agreement.

The final cost of services and turnaround time are fixed by the parties in an amendment to the Agreement, which is signed by Parties within 10 (ten) days from the date of approval of the design and estimate documentation.

**2.** To approve the agreement for removal of restrictions on the use of a land plot with reconstruction of an overhead power line at the facility Conductor-35 kV «Kantemirovka-Titarevka» inventory number - 903610/L (Conductor-35 kV Kantemirovka – Titarevka), concluded between IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division) and Russian Railways (DCRC-South of Russian Railways), which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC (IDGC of Centre - Voronezhenergo division)

Applicant - Russian Railways (DCRC-South of Russian Railways)

**Subject of the Agreement:**

The Owner agrees to perform all the necessary steps for removal of the possessed overhead power line Conductor-35 kV «Kantemirovka-Titarevka» inventory number - 903610/L (Conductor-35 kV Kantemirovka – Titarevka) from the land plot, and the Applicant undertakes to accept and pay for the services of the Owner under the terms of the Agreement.

**Price of the Agreement and settlement procedure:**

The tentative cost of services, provided under the Agreement for reconstruction of Conductor-35 kV «Kantemirovka-Titarevka» inventory number - 903610/L (Conductor-35 kV Kantemirovka – Titarevka) (without taking into account the cost of design and survey works), is 11 267 225 (Eleven million two hundred sixty-seven thousand two hundred twenty-five) rubles 57 kopecks, including VAT (18%) 1 718 729 (One million seven hundred eighteen thousand seven hundred twenty-nine) rubles 32 kopecks.

Advance payment in the amount of 100%, that is 11 267 225 (Eleven million two hundred sixty-seven thousand two hundred twenty-five) rubles 57 kopecks, including VAT (18%) 1 718 729 (One million

seven hundred eighteen thousand seven hundred twenty-nine) rubles 32 kopecks, is made by bank transfer within 30 (thirty) calendar days from the date of signature of the Agreement.

The final cost of the services, provided under the Agreement, is determined on the basis of design and estimate documentation for removal of the power line, and includes the cost of allocating a land plot for the removal of the power line, development of design estimates for the removal of the power line, implementation of measures for removal of electrical installations and also incorporates the Owner's other expenses related to the provision of the services under the Agreement.

The final cost of services and turnaround time are fixed by the parties in an amendment to the Agreement, which is signed by Parties within 10 (ten) days from the date of approval of the design and estimate documentation.

**Turnaround time:**

Events on the removal of electrical installations are carried out within 120 (one hundred and twenty) calendar days from the date of approval by the Owner of the design and estimate documentation, and in case of changes in the cost of services (according to the results of design and estimate documentation) – from the time of final settlement of the Applicant with the Owner.

**Duration of the Agreement:**

The Agreement shall enter into force upon signature and shall be valid until the Parties fulfill their obligations in full.

**Voting results:**

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

**DECISION IS TAKEN.**

**Item 9: On amendment of the decision of the Board of Directors of the Company dated 31.05.2016 (Minutes # 16/16 of 02.06.2016) regarding item # 4 «On consideration of the report of General Director of the Company «On the credit policy of the Company in 1Q 2016».**

**Decision:**

1. To read Appendix # 12 to the decision of the Board of Directors of the Company dated 31.05.2016 (Minutes # 16/16 of 02.06.2016) regarding item # 4 «On consideration of the report of General Director of the Company «On the credit policy of the Company in 1Q 2016», in the edition in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.
2. To instruct General Director of the Company:
  - 2.1. to ensure coordination of attracting credit funds, including selection of each tranche, with a permanent procurement commission to organize and conduct the selection of financial institutions for the needs of the Company.
  - 2.2. to strengthen control over the cost of attracting credit funds for the Company's needs.
  - 2.3. not later than 31.01.2017 to submit to the Company's Board of Directors a report on the results of measures to optimize the cost of the debt portfolio by the end of 2016.

**Voting results:**

«FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 1.

**DECISION IS TAKEN.**

**Item 10: On approval of internal documents of the Company - the Regulations for the Corporate Secretary of IDGC of Centre, PJSC in a new edition.**

**Decision:**

To approve the Regulations for the Corporate Secretary of IDGC of Centre, PJSC in a new edition in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.

**Voting results:**

«FOR» - 9; «AGAINST» - 0; «ABSTAINED» - 0.

**DECISION IS TAKEN.**

2.3. Date of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken:  
**29.09.2016.**

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 # 27/16 of 30.09.2016.**

### **3. Signature**

3.1. Director of Corporate Governance –  
Head of corporate governance and interaction  
with shareholders Department, acting under  
power of attorney # D-CA/42 of 10.02.2016

\_\_\_\_\_  
(signature)  
Stamp here.

O.A. Kharchenko

3.2. Date «30» September 2016.