

Interregional Distribution Grid Company of Centre, Public Joint-Stock Company

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**MINUTES**

of meeting of the Board of Directors of IDGC of Centre, PJSC

 (in the form of absent voting)

«31» March 2016 Moscow No. 09/16

Form of the meeting: **absent voting.**

Total number of members of the Board of Directors: **11 people.**

Participants of the voting: **A.M. Branis, T.P. Dronova, D.A. Malkov, Y.N. Mangarov, Y.N. Pankstyanov, M.M. Saukh, R.A. Filkin, A.N. Kharin, A.V. Shevchuk, N.I. Erpsher.**

Members who did not provide questionnaires: **O.Y. Isaev.**

The quorum **is present.**

Date of the minutes: **01.04.2016.**

**AGENDA:**

1. On consideration of the Report of the Company’s Internal Audit «On the efficiency of the internal control and risk management system of the Company in 2015».
2. On consideration of the Report of the Internal Audit and Control Department of the Company «On the execution of the Work plan for 2015 and the internal audit performance».
3. On consideration of the report of General Director of the Company «On the management of key operational risks of the Company for 2015».
4. On consideration of the report of General Director of the Company «On the credit policy of the Company in 4Q 2015».
5. On approval of the Method of calculation and assessment of key performance indicators of General Director of IDGC of Centre, PJSC.
6. On approval of target values of annual and quarterly key performance indicators of General Director of the Company for 2016.
7. On approval of the Program of increasing operational efficiency and reducing costs of IDGC of Centre, PJSC for 2016 – 2020.
8. On approval of Agreement of temporary limited use of an overhead power line at the section «SS Voronezhskaya 500 – SS №40 Kirovskaya», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction.
9. On approval of Agreement of temporary limited use of an overhead power line at the section «SS CHP-1 – SS 6», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction.
10. On approval of Agreement of temporary limited use of an overhead power line at the section «SS 12 – SS CHP-1», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction.
11. On approval of Agreement of temporary limited use of an overhead power line at the section «SS 43 – SS Upper Karachan», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction.
12. On approval of Agreement of temporary limited use of an overhead power line at the section CHP-3 – SS Privolzhskaya (SS Yartsevo), concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
13. On approval of Agreement of temporary limited use of an overhead power line at the section CHP-3 – SS North, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
14. On approval of Agreement of temporary limited use of an overhead power line at the section pole №71(30) Conductor 110kV «South-Institutskaya» (Conductor 110kV «Frunzenskaya 1,2») – SS South with taps to SS Chaika, SS Institutskaya, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
15. On approval of Agreement of temporary limited use of an overhead power line at the section SS «Nero» – SS «Rostov», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
16. On approval of Agreement of temporary limited use of an overhead power line at the section SS Pereslavl – SS Cybernetist, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
17. On approval of Agreement of temporary limited use of an overhead power line at the section pole № 171/17 Conductor 110kV Pereslavskaya-1 – SS Trubezh, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
18. On approval of Agreement of temporary limited use of an overhead power line at the section Portal Pereslavl – pole №170/18 Conductor 110kV Pereslavskaya-2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
19. On approval of Agreement of temporary limited use of an overhead power line at the section SS Trubezh – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
20. On approval of Agreement of temporary limited use of an overhead power line at the section SS Nero – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
21. On approval of Agreement of temporary limited use of an overhead power line at the section SS Shurskol – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
22. On approval of Agreement of temporary limited use of an overhead power line at the section SS Yaroslavskaya – SS Nero, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
23. On approval of Agreement of temporary limited use of an overhead power line at the section Portal Tveritskaya – Portal CHP-2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
24. On approval of Agreement of temporary limited use of an overhead power line at the section Portal Yaroslavskaya – CHP-3, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
25. On approval of Agreement of temporary limited use of an overhead power line at the section SS Roscha-CHP-2, SS North – CHP-1, CHP-1 – SS Roscha, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
26. On approval of Agreement on compensation SS «Yaroslavl» – SS «Pereslavl», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
27. On approval of Agreement on compensation SS «Yaroslavl» – DPC, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
28. On approval of Agreement on compensation SS «North» – SS «Tveritskaya», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction.
29. On approval of an agreement for refresher training of engineering and technical staff of IDGC of Centre, PJSC, concluded between IDGC of Centre, PJSC and Federal State Budget Institution of Higher Education «National Research University «MPEI», which is a related party transaction.
30. On approval of the adjusted target Program to reduce electric energy losses of IDGC of Centre, PJSC for 2016 – 2021.
31. On approval of the Target program «Strengthening the anti-terrorist and anti-sabotage protection of facilities of IDGC of Centre, PJSC for 2016-2020».

**Item 1: On consideration of the Report of the Company’s Internal Audit «On the efficiency of the internal control and risk management system of the Company in 2015».**

**Decision:**

1. To approve the Report on the efficiency of the internal control and risk management system of IDGC of Centre, PJSC in 2015 in accordance with Appendix # 1 to this decision of the Board of Directors of the Company.

2. To instruct Chief Executive Officer of the Company:

2.1. To develop not later than 15.04.2016 and implement a set of measures to improve the internal control system and risk management system, providing increased maturity level of the internal control system and risk management system on the results of 2016.

2.2. To submit for consideration of the Board of Directors of the Company the Report on implementation of the specified measures together with the Report of the Internal Audit of the Company on efficiency of the internal control and risk management system in 2016.

Deadline: not later than 01.04.2017.

**Voting results:**

1. **Alexander Markovich Branis** - «FOR»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «FOR»
8. **Andrey Nikolayevich Kharin** - «FOR»
9. **Alexander Viktorovich Shevchuk** - «FOR»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «10» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 2: On consideration of the Report of the Internal Audit and Control Department of the Company «On the execution of the Work plan for 2015 and the internal audit performance».**

**Decision:**

To approve the Report of the Internal Audit and Control Department of IDGC of Centre, PJSC «On the execution of the Work plan for 2015 and the internal audit performance» in accordance with Appendix # 2 to this decision of the Board of Directors of the Company.

**Voting results:**

1. **Alexander Markovich Branis** - «ABSTAINED»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «ABSTAINED»
8. **Andrey Nikolayevich Kharin** - «FOR»
9. **Alexander Viktorovich Shevchuk** - «FOR»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «8» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «2» |

**Decision is taken.**

**Item 3: On consideration of the report of General Director of the Company «On the management of key operational risks of the Company for 2015».**

**Decision:**

To take into consideration the report of General Director of the Company «On the management of key operational risks of the Company for 2015» in accordance with Appendix # 3 to this decision of the Board of Directors of the Company.

To pay attention to the need for more effective measures to reduce the factors that affect the implementation of the risk KOR 007 - «Risk of deviation in overdue receivables from the set in the business plan».

**Voting results:**

1. **Alexander Markovich Branis** - «FOR»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «FOR»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «FOR»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «10» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 4: On consideration of the report of General Director of the Company «On the credit policy of the Company in 4Q 2015».**

**Decision:**

1. To take into consideration the report of General Director of the Company «On the credit policy of the Company in 4Q 2015» in accordance with Appendix # 4 to this decision of the Board of Directors of the Company.

2. To mark the exceeded target limit value to service the debt as of 31.12.2015.

3. To agree upon the temporary excess of the target limit to service the debt as of 31.12.2015.

4. To instruct General Director of the Company:

- to ensure compliance with the requirements of the Regulations on credit policy, approved by the Board of Directors of the Company.

- to carry out activities aimed at reducing the cost of servicing the debt portfolio and to submit to the Board of Directors of the Company a report on the measures undertaken within the item «On consideration of the report of General Director of the Company «On the credit policy of the Company in 1Q 2016».

**Voting results:**

1. **Alexander Markovich Branis** - «FOR»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «FOR»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «FOR»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «10» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 5: On approval of the Method of calculation and assessment of key performance indicators of General Director of IDGC of Centre, PJSC.**

**Decision:**

1. To approve the Method of calculation and assessment of key performance indicators of General Director of IDGC of Centre, PJSC (hereinafter - the Method) in accordance with Appendix # 5 to this decision of the Board of Directors of the Company. To determine the entry date of the Method into force - from 01.01.2016.

2. To recognize the decision of the Board of Directors of the Company, taken on 26.02.2015 (Minutes # 03/15 of 27.02.2015) regarding item # 5 «On approval of the Method of calculation and assessment of key performance indicators of General Director of IDGC of Centre, PJSC» to have lost force.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «AGAINST»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «5» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «2» |

**Decision is taken.**

**Item 6: On approval of target values of annual and quarterly key performance indicators of General Director of the Company for 2016.**

**Decision:**

1. To approve the target values of annual and quarterly key performance indicators of General Director of the Company for 2016 in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.

2. To recognize the decision of the Board of Directors of the Company, taken on 28.12.2016 (Minutes # 27/15 of 29.12.2015) regarding item # 8 «On approval of target values of key performance indicators of General Director of the Company for 2016» to have lost force.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «ABSTAINED»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «5» |
| «AGAINST» | - «2» |
| «ABSTAINED» | - «3» |

**Decision is taken.**

**Item 7: On approval of the Program of increasing operational efficiency and reducing costs of IDGC of Centre, PJSC for 2016 – 2020.**

**Decision:**

To approve the Program of increasing operational efficiency and reducing costs of IDGC of Centre, PJSC for 2016 – 2020 in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.

**Voting results:**

1. **Alexander Markovich Branis** - «ABSTAINED»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «ABSTAINED»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «3» |

**Decision is taken.**

**Item 8: On approval of Agreement of temporary limited use of an overhead power line at the section «SS Voronezhskaya 500 – SS №40 Kirovskaya», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», 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, Federal Grid Company, LLC «Torsion-Telecom», MTS and
MegaFon is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, S.I. Shmatko, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.*

**Decision:**

1. To determine in accordance with the Accounting memorandum (Appendix # 8 to the Agreement) the total cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 19 088 metres (from SS Voronezhskaya 500 to SS №40 Kirovskaya) for the term of use (payment) of 25 (twenty five) years in the amount of 1 350 476,00 (One million three hundred fifty thousand four hundred seventy-six) rubles 00 kopecks, including VAT (18%) 206 004,81 (Two hundred and six thousand and four) rubles 81 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 900 317,32 (Nine hundred thousand three hundred and seventeen) rubles 32 kopecks, including VAT (18%) 137 336,54 (One hundred thirty-seven thousand three hundred thirty-six) rubles 54 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT (18%) 34 334,14 (Thirty-four thousand three hundred thirty-four) rubles 14 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT (18%) 34 334,14 (Thirty-four thousand three hundred thirty-four) rubles 14 kopecks.

2. To determine the monthly cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 19 088 metres (from SS Voronezhskaya 500 to SS №40 Kirovskaya) in the amount of 13 504,75 (Thirteen thousand five hundred four) rubles 75 kopecks, including VAT (18%) 2060,04 (Two thousand and sixty) rubles 04 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 9 003,17 (Nine hundred thousand three hundred and seventeen) rubles 32 kopecks, including VAT (18%) 1 373,36 (One thousand three hundred seventy-three) rubles 36 kopecks.
* for **User 2** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 2 250,79 (Two thousand two hundred and fifty) rubles 79 kopecks, including VAT (18%) 343,34 (Three hundred and forty-three) rubles 34 kopecks.
* for **User 3** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 2 250,79 (Two thousand two hundred and fifty) rubles 79 kopecks, including VAT (18%) 343,34 (Three hundred and forty-three) rubles 34 kopecks.

3. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User 1 - Federal Grid Company

User 2 - MTS

User 3 - MegaFon

Customer - LLC «Torsion-Telecom»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to Users for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of Users.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to Users in the manner and under the terms of this Agreement (the used property) – it is Structure «PL-OPL-100 kV 11;12;39;40 SS12 - SS43 - SS40 - SS21 - SS37 - SS47, address: the city of Voronezh and Novousmansky district of the Voronezh region, from SS40 to SS37 and SS12, floor space: length 31,3 km, inventory number: 011291/C («OPL 110 kV 11-12 Otrozhka tap to SS Somovo»), letter: 1A, 1B, 1V, 1P, 1D, 1E», belonging to Owner under the right of ownership (Certificate of state registration of the right Series 36-AB № 019411 dated 17.06.2008; cadastral (or conditional) number: 36:34:21:00-00-00:00:7534/7:2003-55-36)».

Users are provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles of the Used property specified in the Agreement along the entire length, i.e. in the section with its length of 19 088 metres (from SS Voronezhskaya 500 to SS №40 Kirovskaya).

**Price of the Agreement:**

The cost of the provided rights to Users under the Agreement for the term of use (payment) of 25 (twenty five) years is 1 350 476,00 (One million three hundred fifty thousand four hundred seventy-six) rubles 00 kopecks, including VAT (18%) 206 004,81 (Two hundred and six thousand and four) rubles 81 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 900 317,32 (Nine hundred thousand three hundred and seventeen) rubles 32 kopecks, including VAT (18%) 137 336,54 (One hundred thirty-seven thousand three hundred thirty-six) rubles 54 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT (18%) 34 334,14 (Thirty-four thousand three hundred thirty-four) rubles 14 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT (18%) 34 334,14 (Thirty-four thousand three hundred thirty-four) rubles 14 kopecks.

**Settlement procedure:**

Starting from the date of granting the right of temporary limited use of the Used property, Owner quarterly until the 5th (fifth) day of the month following the reporting quarter, sends Users certificates on the implementation of commitments to provide the Used property in limited use for the reporting quarter, as well as invoices, based on the following value:

* for **User 1** the quarterly cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 9 003,17 (Nine hundred thousand three hundred and seventeen) rubles 32 kopecks, including VAT (18%) 1 373,36 (One thousand three hundred seventy-three) rubles 36 kopecks.
* for **User 2** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 2 250,79 (Two thousand two hundred and fifty) rubles 79 kopecks, including VAT (18%) 343,34 (Three hundred and forty-three) rubles 34 kopecks.
* for **User 3** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 2 250,79 (Two thousand two hundred and fifty) rubles 79 kopecks, including VAT (18%) 343,34 (Three hundred and forty-three) rubles 34 kopecks.

The cost of the provided rights to Users under the Agreement for an incomplete month is determined on the basis of cost (limited) use in the month, in proportion to the number of days in the month.

Owner agrees that Users should not pay to Owner any sums and/or transfer any property and/or provide any services in connection with the fulfillment of obligations on making the Payment under the Agreement and all obligations to pay relevant cash elements of the Payment to Owner are undertaken by Customer in full, including:

* Obligations of **User 1** to make the payment to Owner in the amount of 900 317,32 (Nine hundred thousand three hundred and seventeen) rubles 32 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 2** to make the payment to Owner in the amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 3** to make the payment to Owner in the amount of 225 079,33 (Two hundred twenty-five thousand and seventy-nine) rubles 33 kopecks, including VAT, are fulfilled by Customer in full.

The specified Payment is made by Customer to Owner by bank transfer by offsetting.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 5.3 of the Agreement, Users agree to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

Users will bear all the costs, in the amount, proportionate to the cost of the rights of each User, defined by the Agreement 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «2» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 9: On approval of Agreement of temporary limited use of an overhead power line at the section «SS CHP-1 – SS 6», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», 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, Federal Grid Company, LLC «Torsion-Telecom», MTS and
MegaFon is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, S.I. Shmatko, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.*

**Decision:**

1. To determine in accordance with the Accounting memorandum (Appendix # 8 to the Agreement) the total cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 4 171 metres (from SS CHP-1 to SS 6 Voronezhenergo) for the term of use (payment) of 25 (twenty five) years in the amount of 267 859,50 (Two hundred sixty-seven thousand eight hundred fifty-nine) rubles 50 kopecks, including VAT (18%) 40 859,92 (Forty thousand eight hundred fifty-nine) rubles 92 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 178 573,00 (One hundred seventy-eight thousand five hundred seventy-three) rubles 00 kopecks, including VAT (18%) 27 239,95 (Twenty-seven thousand two hundred thirty-nine) rubles 95 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT (18%) 6 809,99 (Six thousand eight hundred and nine) rubles 99 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT (18%) 6 809,99 (Six thousand eight hundred and nine) rubles 99 kopecks.

2. To determine the monthly cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 4 171 metres (from SS CHP-1 to SS 6 Voronezhenergo) in the amount of 2 678,59 (Two thousand six hundred seventy-eight) rubles 59 kopecks, including VAT (18%) 408,59 (Four hundred eight) rubles 59 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 1 785,73(One thousand seven hundred eighty-five) rubles 73 kopecks, including VAT (18%) 272,39 (Two hundred and seventy-two) rubles 39 kopecks.
* for **User 2** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 446,43 (Four hundred and forty-six) rubles 43 kopecks, including VAT (18%) 68,09 (Sixty eight) rubles 09 kopecks.
* for **User 3** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 446,43 (Four hundred and forty-six) rubles 43 kopecks, including VAT (18%) 68,09 (Sixty eight) rubles 09 kopecks.

3. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User 1 - Federal Grid Company

User 2 - MTS

User 3 - MegaFon

Customer - LLC «Torsion-Telecom»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to Users for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of Users.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to Users in the manner and under the terms of this Agreement (the used property) – it is Structure «OPL 110 kV 23,24 SS CHP-1 - SS6 SS2, address: the city of Voronezh, from SS CHP-1 to SS 6, length 5,3 km, inventory number 015552/C, letter 1A, 1B», belonging to Owner under the right of ownership (Certificate of state registration of the right Series 36-AB № 019449 dated 19.06.2008), cadastral (or conditional) number: 36:34:03:00-00-00:00:7534/23:2002-151-172)».

Users are provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles of the Used property specified in the Agreement along the entire length, i.e. in the section with its length of 4 171 metres (from SS CHP-1 to SS 6 Voronezhenergo).

**Price of the Agreement:**

The cost of the provided rights to Users under the Agreement for the term of use (payment) of 25 (twenty five) years is 267 859,50 (Two hundred sixty-seven thousand eight hundred fifty-nine) rubles 50 kopecks, including VAT (18%) 40 859,92 (Forty thousand eight hundred fifty-nine) rubles 92 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 178 573,00 (One hundred seventy-eight thousand five hundred seventy-three) rubles 00 kopecks, including VAT (18%) 27 239,95 (Twenty-seven thousand two hundred thirty-nine) rubles 95 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT (18%) 6 809,99 (Six thousand eight hundred and nine) rubles 99 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT (18%) 6 809,99 (Six thousand eight hundred and nine) rubles 99 kopecks.

**Settlement procedure:**

Starting from the date of granting the right of temporary limited use of the Used property, Owner quarterly until the 5th (fifth) day of the month following the reporting quarter, sends Users certificates on the implementation of commitments to provide the Used property in limited use for the reporting quarter, as well as invoices, based on the following value:

* for **User 1** the quarterly cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 1 785,73(One thousand seven hundred eighty-five) rubles 73 kopecks, including VAT (18%) 272,39 (Two hundred and seventy-two) rubles 39 kopecks.
* for **User 2** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 446,43 (Four hundred and forty-six) rubles 43 kopecks, including VAT (18%) 68,09 (Sixty eight) rubles 09 kopecks.
* for **User 3** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 446,43 (Four hundred and forty-six) rubles 43 kopecks, including VAT (18%) 68,09 (Sixty eight) rubles 09 kopecks.

The cost of the provided rights to Users under the Agreement for an incomplete month is determined on the basis of cost (limited) use in the month, in proportion to the number of days in the month.

Owner agrees that Users should not pay to Owner any sums and/or transfer any property and/or provide any services in connection with the fulfillment of obligations on making the Payment under the Agreement and all obligations to pay relevant cash elements of the Payment to Owner are undertaken by Customer in full, including:

* Obligations of **User 1** to make the payment to Owner in the amount of 178 573,00 (One hundred seventy-eight thousand five hundred seventy-three) rubles 00 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 2** to make the payment to Owner in the amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 3** to make the payment to Owner in the amount of 44 643,25 (Forty-four thousand six hundred forty-three) rubles 25 kopecks, including VAT, are fulfilled by Customer in full.

The specified Payment is made by Customer to Owner by bank transfer by offsetting.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 5.3 of the Agreement, Users agree to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

Users will bear all the costs, in the amount, proportionate to the cost of the rights of each User, defined by the Agreement 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «2» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 10: On approval of Agreement of temporary limited use of an overhead power line at the section «SS 12 – SS CHP-1», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», 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, Federal Grid Company, LLC «Torsion-Telecom», MTS and
MegaFon is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, S.I. Shmatko, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.*

**Decision:**

1. To determine in accordance with the Accounting memorandum (Appendix # 8 to the Agreement) the total cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 4 700 metres (from SS 12 to SS CHP-1) for the term of use (payment) of 25 (twenty five) years in the amount of 332 525,00 (Three hundred thirty-two thousand five hundred twenty-five) rubles 00 kopecks, including VAT (18%) 50 724,15 (Fifty thousand seven hundred twenty-four) rubles 15 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 221 683,32 (Two hundred twenty-one thousand six hundred eighty-three) rubles 32 kopecks, including VAT (18%) 33 816,10 (Thirty-three thousand eight hundred and sixteen) rubles 10 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT (18%) 8 454,02 (Eight thousand four hundred fifty-four) rubles 02 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT (18%) 8 454,02 (Eight thousand four hundred fifty-four) rubles 02 kopecks.

2. To determine the monthly cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 4 700 metres (from SS 12 to SS CHP-1) in the amount of 3 325, 25 (Three thousand three hundred twenty-five) rubles 25 kopecks, including VAT (18%) 507,24 (Five hundred and seven) rubles 24 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 2 216,83 (Two thousand two hundred and sixteen) rubles 83 kopecks, including VAT (18%) 338,16 (Three hundred and thirty-eight) rubles 16 kopecks.
* for **User 2** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 554,21 (Five hundred and fifty-four) rubles 21 kopecks, including VAT (18%) 84,54 (Eighty four) rubles 54 kopecks.
* for **User 3** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 554,21 (Five hundred and fifty-four) rubles 21 kopecks, including VAT (18%) 84,54 (Eighty four) rubles 54 kopecks.

3. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User 1 - Federal Grid Company

User 2 - MTS

User 3 - MegaFon

Customer - LLC «Torsion-Telecom»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to Users for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of Users.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to Users in the manner and under the terms of this Agreement (the used property) – it is Structure «PL-OPL 110 kV 3,4 SS 12- SS CHP-1, address: the city of Voronezh, from SS 12 to SS CHP-1, length 4,7 km, inventory number 015521/1/C, letter 1», belonging to Owner under the right of ownership (Certificate of state registration of the right Series 36-AB № 032174 dated 02.07.2008, cadastral (or conditional) number: 36:34:03:00-00-00:00:7534/2:2002-151-161)».

Users are provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles of the Used property specified in the Agreement along the entire length, i.e. in the section with its length of 4 700 metres (from SS 12 to SS CHP-1).

**Price of the Agreement:**

The cost of the provided rights to Users under the Agreement for the term of use (payment) of 25 (twenty five) years is 332 525,00 (Three hundred thirty-two thousand five hundred twenty-five) rubles 00 kopecks, including VAT (18%) 50 724,15 (Fifty thousand seven hundred twenty-four) rubles 15 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 221 683,32 (Two hundred twenty-one thousand six hundred eighty-three) rubles 32 kopecks, including VAT (18%) 33 816,10 (Thirty-three thousand eight hundred and sixteen) rubles 10 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT (18%) 8 454,02 (Eight thousand four hundred fifty-four) rubles 02 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT (18%) 8 454,02 (Eight thousand four hundred fifty-four) rubles 02 kopecks.

**Settlement procedure:**

Starting from the date of granting the right of temporary limited use of the Used property, Owner quarterly until the 5th (fifth) day of the month following the reporting quarter, sends Users certificates on the implementation of commitments to provide the Used property in limited use for the reporting quarter, as well as invoices, based on the following value:

* for **User 1** the quarterly cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 2 216,83 (Two thousand two hundred and sixteen) rubles 83 kopecks, including VAT (18%) 338,16 (Three hundred and thirty-eight) rubles 16 kopecks.
* for **User 2** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 554,21 (Five hundred and fifty-four) rubles 21 kopecks, including VAT (18%) 84,54 (Eighty four) rubles 54 kopecks.
* for **User 3** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 554,21 (Five hundred and fifty-four) rubles 21 kopecks, including VAT (18%) 84,54 (Eighty four) rubles 54 kopecks.

The cost of the provided rights to Users under the Agreement for an incomplete month is determined on the basis of cost (limited) use in the month, in proportion to the number of days in the month.

Owner agrees that Users should not pay to Owner any sums and/or transfer any property and/or provide any services in connection with the fulfillment of obligations on making the Payment under the Agreement and all obligations to pay relevant cash elements of the Payment to Owner are undertaken by Customer in full, including:

* Obligations of **User 1** to make the payment to Owner in the amount of 221 683,32 (Two hundred twenty-one thousand six hundred eighty-three) rubles 32 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 2** to make the payment to Owner in the amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 3** to make the payment to Owner in the amount of 55 420,83 (Fifty-five thousand four hundred and twenty) rubles 83 kopecks, including VAT, are fulfilled by Customer in full.

The specified Payment is made by Customer to Owner by bank transfer by offsetting.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 5.3 of the Agreement, Users agree to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

Users will bear all the costs, in the amount, proportionate to the cost of the rights of each User, defined by the Agreement 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 11: On approval of Agreement of temporary limited use of an overhead power line at the section «SS 43 – SS Upper Karachan», concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», 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, Federal Grid Company, LLC «Torsion-Telecom», MTS and
MegaFon is recognized as a related party transaction of the shareholder of the Company – PJSC «Rosseti», whose affiliate (Federal Grid Company) is a party to the transaction, and whose affiliates (O.M. Budargin, S.I. Shmatko, A.E. Murov and A.A. Demin) hold positions in management bodies of Federal Grid Company.*

**Decision:**

1. To determine in accordance with the Accounting memorandum (Appendix # 8 to the Agreement) the total cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 9 678 metres (from pole № 43 to SS Upper Karachan) for the term of use (payment) of 25 (twenty five) years in the amount of 684 718,50 (Six hundred eighty-four thousand seven hundred and eighteen) rubles 50 kopecks, including VAT (18%) 104 448,58 (One hundred and four thousand four hundred forty-eight) rubles 58 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 456 479,00 (Four hundred fifty-six thousand four hundred seventy-nine) rubles 00 kopecks, including VAT (18%) 69 632,39 (Sixty-nine thousand six hundred thirty-two) rubles 39 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT (18%) 17 408,10 (Seventeen thousand four hundred and eight) rubles 10 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT (18%) 17 408,10 (Seventeen thousand four hundred and eight) rubles 10 kopecks.

2. To determine the monthly cost of the provided to the Users rights for temporary limited use of an overhead power line in the section with its length of 9 678 metres (from pole №43 to SS Upper Karachan) in the amount of 6 847,18 (Six thousand eight hundred forty-seven) rubles 18 kopecks, including VAT (18%) 1 044,48 (One thousand and forty-four) rubles 48 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 4 564,79 (Four thousand five hundred sixty-four) rubles 79 kopecks, including VAT (18%) 696,32 (Six hundred and ninety-six) rubles 32 kopecks.
* for **User 2** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 1 141,20 (One thousand one hundred forty-one) rubles 20 kopecks, including VAT (18%) 174,08 (One hundred seventy-four) rubles 08 kopecks.
* for **User 3** the cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 1 141,20 (One thousand one hundred forty-one) rubles 20 kopecks, including VAT (18%) 174,08 (One hundred seventy-four) rubles 08 kopecks.

3. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC, Federal Grid Company, MTS, MegaFon and LLC «Torsion-Telecom», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User 1 - Federal Grid Company

User 2 - MTS

User 3 - MegaFon

Customer - LLC «Torsion-Telecom»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to Users for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of Users.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to Users in the manner and under the terms of this Agreement (the used property) – it is Structure «OPL-110 kV Upper Karachan-Listopadovka, address: Voronezh region, Gribanovsky district, from SS Upper Karachan to SS Listopadovka, length 24,132 km, inventory number: 5907/B», belonging to Owner under the right of ownership (Certificate of state registration of the right Series 36-AB № 769649 dated 18.06.2008; cadastral (or conditional) number: 36:09:00 00 000:0005:5907)».

Users are provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles of the Used property specified in the Agreement along the entire length, i.e. in the section with its length of 9 678 metres (from pole №43 to SS Upper Karachan).

**Price of the Agreement:**

The cost of the provided rights to Users under the Agreement for the term of use (payment) of 25 (twenty five) years is 684 718,50 (Six hundred eighty-four thousand seven hundred and eighteen) rubles 50 kopecks, including VAT (18%) 104 448,58 (One hundred and four thousand four hundred forty-eight) rubles 58 kopecks, including:

* for **User 1** the cost of the right of temporary limited use of the Used Property during the Term of Use is 16/24 of the amount and the equivalent amount of 456 479,00 (Four hundred fifty-six thousand four hundred seventy-nine) rubles 00 kopecks, including VAT (18%) 69 632,39 (Sixty-nine thousand six hundred thirty-two) rubles 39 kopecks.
* for **User 2** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT (18%) 17 408,10 (Seventeen thousand four hundred and eight) rubles 10 kopecks.
* for **User 3** the cost of the right of temporary limited use of the Used Property during the Term of Use is 4/24 of the amount and the equivalent amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT (18%) 17 408,10 (Seventeen thousand four hundred and eight) rubles 10 kopecks.

**Settlement procedure:**

Starting from the date of granting the right of temporary limited use of the Used property, Owner quarterly until the 5th (fifth) day of the month following the reporting quarter, sends Users certificates on the implementation of commitments to provide the Used property in limited use for the reporting quarter, as well as invoices, based on the following value:

* for **User 1** the quarterly cost of the right of temporary limited use of the property is 16/24 of the amount and the equivalent amount of 4 564,79 (Four thousand five hundred sixty-four) rubles 79 kopecks, including VAT (18%) 696,32 (Six hundred and ninety-six) rubles 32 kopecks.
* for **User 2** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 1 141,20 (One thousand one hundred forty-one) rubles 20 kopecks, including VAT (18%) 174,08 (One hundred seventy-four) rubles 08 kopecks.
* for **User 3** the quarterly cost of the right of temporary limited use of the property is 4/24 of the amount and the equivalent amount of 1 141,20 (One thousand one hundred forty-one) rubles 20 kopecks, including VAT (18%) 174,08 (One hundred seventy-four) rubles 08 kopecks.

The cost of the provided rights to Users under the Agreement for an incomplete month is determined on the basis of cost (limited) use in the month, in proportion to the number of days in the month.

Owner agrees that Users should not pay to Owner any sums and/or transfer any property and/or provide any services in connection with the fulfillment of obligations on making the Payment under the Agreement and all obligations to pay relevant cash elements of the Payment to Owner are undertaken by Customer in full, including:

* Obligations of **User 1** to make the payment to Owner in the amount of 456 479,00 (Four hundred fifty-six thousand four hundred seventy-nine) rubles 00 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 2** to make the payment to Owner in the amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT, are fulfilled by Customer in full.
* Obligations of **User 3** to make the payment to Owner in the amount of 114 119,75 (One hundred and fourteen thousand one hundred and nineteen) rubles 75 kopecks, including VAT, are fulfilled by Customer in full.

The specified Payment is made by Customer to Owner by bank transfer by offsetting.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 5.3 of the Agreement, Users agree to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

Users will bear all the costs, in the amount, proportionate to the cost of the rights of each User, defined by the Agreement 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 12: On approval of Agreement of temporary limited use of an overhead power line at the section CHP-3 – SS Privolzhskaya (SS Yartsevo), concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16591/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 16 731 metres (from CHP-3 to SS Privolzhskaya (SS Yartsevo) in the amount of 5 264,69 (Five thousand two hundred sixty-four) rubles 69 kopecks, including VAT (18%) 803,09 (Eight hundred and three) rubles 09 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 1 579 406,40 (One million five hundred seventy-nine thousand four hundred and six) rubles 40 kopecks, including VAT (18%) 240 926,40 (Two hundred and forty thousand nine hundred twenty-six) rubles 40 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: The system of high voltage lines OPL-110: «Nerekhta-2», ROW length 50,64 km, circuit length 50,64 km, «Pioneer», ROW length 25,41 km, «Nerekhta-1», ROW length 1,77 km, circuit length 28,77 km, inventory № 1727, the facility address: Yaroslavl region, Yaroslavl district, CHP-3 – substation Nerekhta, CHP-3 – substation Lyutovo, substation Lyutovo - substation Nerekhta, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 701103 issued by the Office of Federal Registration Service in the Yaroslavl region from «19» May 2008); cadastral (or conditional) number: 76:17:010000:0003:001727\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 16 731 metres (from CHP-3 to SS Privolzhskaya (SS Yartsevo).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 5 264,69 (Five thousand two hundred sixty-four) rubles 69 kopecks, including VAT (18%) 803,09 (Eight hundred and three) rubles 09 kopecks.

The cost is determined on the basis of the Evaluation report № H-16591/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 13: On approval of Agreement of temporary limited use of an overhead power line at the section CHP-3 – SS North, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16582/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 18 691 metres (from Portal CHP-3 to Portal North) in the amount of 5 881,44 (Five thousand eight hundred eighty-one) ruble 44 kopecks, including VAT (18%) 897,17 (Eight hundred ninety-seven) rubles 17 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 1 764 430,40 (One million seven hundred sixty-four thousand four hundred and thirty) rubles 40 kopecks, including VAT (18%) 269 150,40 (Two hundred sixty-nine thousand one hundred and fifty) rubles 40 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: The system of high voltage lines OPL-110 kV: «Frunzenskaya-1», ROW length 16,69 km, circuit length 16,69 km, «Frunzenskaya-2», ROW length 7,2 km, circuit length 21,21 km, «Perekopskaya», ROW length 11,32 km, circuit length 11,32 km, «Traction», ROW length 3,26 km, circuit length 10,84 km, inventory № 1724. The facility address: Yaroslavl region, city of Yaroslavl, CHP-3 — CHP-2, CHP-3 — substation North, CHP-3 — substation Perekop, substation Perekop — substation North, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 704364 issued by the Office of Federal Registration Service in the Yaroslavl region «20» May 2008); cadastral (or conditional) number: 76:23:060000:0030:001724\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 18 691 metres (from Portal CHP-3 to Portal North).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 5 881,44 (five thousand eight hundred eighty-one) rubles 44 kopecks, including VAT (18%) 897,17 (eight hundred ninety-seven) rubles 17 kopecks

The cost is determined on the basis of the Evaluation report № H-16582/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 14: On approval of Agreement of temporary limited use of an overhead power line at the section pole №71(30) Conductor 110kV «South-Institutskaya» (Conductor 110kV «Frunzenskaya 1,2») – SS South with taps to SS Chaika, SS Institutskaya, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser
LLC «LAIR» №H-16504/13the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 8 630 metres (from pole №71(30) OPL 110kV «South-Institutskaya» (OPL 110kV «Frunzenskaya 1,2») to SS South with taps to SS Chaika, SS Institutskaya) in the amount of 2 715,57 (Two thousand seven hundred and fifteen) rubles 57 kopecks, including VAT (18%) 414,24 (Four hundred and fourteen) rubles 24 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 814 672,00 (Eight hundred and fourteen thousand six hundred seventy-two) rubles 00 kopecks, including VAT (18%) 124 272,00 (One hundred twenty-four thousand two hundred seventy-two) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: High voltage power line 110kV «South — Institutskaya», ROW length 22,03 km, circuit length 44,06 km, inventory № 1718. The facility address: Yaroslavl region, city of Yaroslavl, from substation Yaroslavskaya to substation South, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 704372 issued by the Office of Federal Registration Service in the Yaroslavl region «20» May 2008); cadastral (or conditional) number: 76:23:060000:0029:001718\01.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 8 630 metres (from pole №71(30) OPL 110kV «South-Institutskaya» (OPL 110kV «Frunzenskaya 1,2») to SS South with taps to SS Chaika, SS Institutskaya).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 2 715,57 (Two thousand seven hundred and fifteen) rubles 57 kopecks, including VAT (18%) 414,24 (Four hundred and fourteen) rubles 24 kopecks.

The cost is determined on the basis of the Evaluation report № H-16504/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 15: On approval of Agreement of temporary limited use of an overhead power line at the section SS «Nero» – SS «Rostov», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser
LLC «LAIR» №H-16587/13the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 2 500 metres (from Portal Nero to Portal Rostov) in the amount of 786,67 (Seven hundred eighty-six) rubles 67 kopecks, including VAT (18%) 120,00 (One hundred and twenty) rubles 00 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 236 000,00 (Two hundred and thirty-six thousand) rubles 00 kopecks, including VAT (18%) 36 000,00 (Thirty six thousand) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 110 kV «City 1-2», purpose: non-residential, total area 2,5 sq.m, inventory № 242, the facility address: Yaroslavl region, Rostovsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 688939 issued by the Office of Federal Registration Service in the Yaroslavl region 21 May 2008); cadastral (or conditional) number: 76:13:000000:0017:000242\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 2 500 metres (from Portal Nero to Portal Rostov).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 786,67 (Seven hundred and eighty-six) rubles 67 kopecks, including VAT (18%) 120,00 (One hundred and twenty) rubles 00 kopecks.

The cost is determined on the basis of the Evaluation report № H-16587/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 16: On approval of Agreement of temporary limited use of an overhead power line at the section SS Pereslavl – SS Cybernetist, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16601/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 10 210 metres (from Portal Pereslavl to Portal Cybernetist, from pole №14 OPL 35kV Pereslavl-Cybernetist to Portal Red) in the amount of 3 212,75 (Three thousand two hundred and twelve) rubles 75 kopecks, including VAT (18%) 490,08 (Four hundred and ninety) rubles 08 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 963 824,00 (Nine hundred sixty-three thousand eight hundred twenty-four) rubles 00 kopecks, including VAT (18%) 147 024,00 (One hundred forty-seven thousand and twenty-four) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 35 kV «Pereslavl-Cybernetist», purpose: structures of power industry and power transmission, length 10.210,00 ML, inventory № 185, the facility address: Yaroslavl region, Pereslavsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 705334, issued by the Office of Federal Registration Service in the Yaroslavl region «20» May 2008); cadastral (or conditional) number: 76:11:000000:0000:300185\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 10 210 metres (from Portal Pereslavl to Portal Cybernetist, from pole №14 OPL 35kV Pereslavl-Cybernetist to Portal Red).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 3 212,75 (Three thousand two hundred and twelve) rubles 75 kopecks, including VAT (18%) 490,08 (Four hundred and ninety) rubles 08 kopecks.

The cost is determined on the basis of the Evaluation report № H-16601/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 17: On approval of Agreement of temporary limited use of an overhead power line at the section pole № 171/17 Conductor 110kV Pereslavskaya-1 – SS Trubezh, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16595/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 3 376 metres (from pole № 171/17 OPL 110kV Pereslavskaya-1 to SS Trubezh), in the amount of 1 062,32 (One thousand and sixty-two) rubles 32 kopecks, including VAT (18%) 162,05 (One hundred and sixty-two) rubles 05 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 318 694,40 (Three hundred and eighteen thousand six hundred ninety-four) rubles 40 kopecks, including VAT (18%) 48 614,40 (Forty-eight thousand six hundred and fourteen) rubles 40 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: Two circuit OPL 110 kV «Pereslavskaya-1», purpose: other structures, length 13.230,00 ML, inventory № 167, the facility address: Yaroslavl region, Pereslavsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 705332 issued by the Office of Federal Registration Service in the Yaroslavl region «20» May 2008); cadastral (or conditional) number: 76:11:000000:0000:300167\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 3 376 metres (from pole № 171/17 OPL 110kV Pereslavskaya-1 to SS Trubezh).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 1 062,32 (One thousand and sixty-two) rubles 32 kopecks, including VAT (18%) 162,05 (One hundred sixty-two) rubles 05 kopecks.

The cost is determined on the basis of the Evaluation report № H-16595/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 18: On approval of Agreement of temporary limited use of an overhead power line at the section Portal Pereslavl – pole №170/18 Conductor 110kV Pereslavskaya-2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16595/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 2 321 metres (from Portal Pereslavl to pole №170/18 OPL 110kV Pereslavskaya-2) in the amount of 730,34 (Seven hundred and thirty) rubles 34 kopecks, including VAT (18%) 111,41 (One hundred and eleven) rubles 41 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 219 102,40 (Two hundred nineteen thousand one hundred and two) rubles 40 kopecks, including VAT (18%) 33 422,40 (Thirty three thousand four hundred twenty-two) rubles 40 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: Two circuit OPL 110 kV «Pereslavskaya-2», total length 19800ML, inventory № 170, the facility address: Yaroslavl region, Pereslavsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 706147 issued by the Office of Federal Registration Service in the Yaroslavl region «10» June 2008); cadastral (or conditional) number: 76:11:000000:0000:300170\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 2 321 metres (from Portal Pereslavl to pole №170/18 OPL 110kV Pereslavskaya-2).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 730,34 (Seven hundred and thirty) rubles 34 kopecks, including VAT (18%) 111,41 (One hundred and eleven) rubles 41 kopecks.

The cost is determined on the basis of the Evaluation report №H-16595/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 19: On approval of Agreement of temporary limited use of an overhead power line at the section SS Trubezh – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16602/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 87 400 metres (from SS Trubezh – to pole №449 OPL 110kV Petrovskaya 1,2), in the amount of 27 501,87 (Twenty seven thousand five hundred and one) ruble 87 kopecks, including VAT (18%) 4 195,20 (Four thousand one hundred ninety five) rubles 20 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 8 250 560,00 (Eight million two hundred and fifty thousand five hundred and sixty) rubles 00 kopecks, including VAT (18%) 1 258 560,00 (One million two hundred and fifty-eight thousand five hundred and sixty) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 110 kV «Petrovskaya-1», purpose: non-residential, total area 87,4 sq.m, inventory № 41, the facility address: Yaroslavl region, Rostovsky district, Rostovsky district belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 688937 issued by the Office of Federal Registration Service in the Yaroslavl region «21» May 2008); cadastral (or conditional) number: 76:13:000000:0017:000041\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 87 400 metres (from SS Trubezh – to pole №449 OPL 110kV Petrovskaya 1,2).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 27 501,87 (Twenty-seven thousand five hundred and one) rubles 87 kopecks, including VAT (18%) 4 195,20 (Four thousand one hundred ninety five) rubles 20 kopecks.

The cost is determined on the basis of the Evaluation report №H-16602/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 20: On approval of Agreement of temporary limited use of an overhead power line at the section SS Nero – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16602/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 11 000 metres (from SS Nero – to pole №449 OPL 110kV Petrovskaya 1,2) in the amount of 3 461,33 (Three thousand four hundred sixty-one) ruble 33 kopecks, including VAT (18%) 528,00 (Five hundred twenty-eight) rubles 00 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 1 038 400,00 (One million thirty-eight thousand four hundred) rubles 00 kopecks, including VAT (18%) 158 400,00 (One hundred fifty-eight thousand four hundred) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 110 kV «Petrovskaya-2», purpose: non-residential, total area 11 sq.m, inventory № 244, the facility address: Yaroslavl region, Rostovsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 688941 issued by the Office of Federal Registration Service in the Yaroslavl region «21» May 2008); cadastral (or conditional) number: 76:13:000000:0017:000244\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 11 000 metres (from SS Nero – to pole №449 OPL 110kV Petrovskaya 1,2).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 3 461,33 (Three thousand four hundred sixty-one) rubles 33 kopecks, including VAT (18%) 528,00 (Five hundred and twenty-eight) rubles 00 kopecks.

The cost is determined on the basis of the Evaluation report № H-16602/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 21: On approval of Agreement of temporary limited use of an overhead power line at the section SS Shurskol – pole № 449 Conductor 110kV Petrovskaya 1,2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16603/13 the cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 670 metres (from SS Shurskol – to pole №449 OPL 110kV Petrovskaya 1,2) in the amount of 210,83 (Two hundred and ten) rubles 83 kopecks, including VAT (18%) 32,16 (Thirty two) rubles 16 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 63 248,00 (Sixty three thousand two hundred forty-eight) rubles 00 kopecks, including VAT (18%) 9 648,00 (Nine thousand six hundred forty-eight) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 110 kV «Lakeside», purpose: non-residential, total area 670 sq.m, inventory № 243, the facility address: Yaroslavl region, Rostovsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 688938 issued by the Office of Federal Registration Service in the Yaroslavl region «21» May 2008); cadastral (or conditional) number: 76:13:000000:0017:000243\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 670 metres (from SS Shurskol – to pole №449 OPL 110kV Petrovskaya 1,2).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 210,83 (Two hundred and ten) rubles 83 kopecks, including VAT (18%) 32,16 (Thirty two) rubles 16 kopecks.

The cost is determined on the basis of the Evaluation report № H-16603/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 22: On approval of Agreement of temporary limited use of an overhead power line at the section SS Yaroslavskaya – SS Nero, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16576/13 the monthly cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 47 900 metres (from Portal Yaroslavskaya to Portal Nero) in the amount of 15 072,53 (Fifteen thousand and seventy-two) rubles 53 kopecks, including VAT (18%) 2 299,20 (Two thousand two hundred ninety-nine) rubles 20 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 4 521 760,00 (Four million five hundred twenty-one thousand seven hundred and sixty) rubles 00 kopecks, including VAT (18%) 689 760,00 (Six hundred eighty-nine thousand seven hundred and sixty) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: OPL 110 kV «Rostovskaya 1,2», purpose: non-residential, total area 47,9 sq.m, inventory №239, the facility address: Yaroslavl region, Rostovsky district, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 688943 issued by the Office of Federal Registration Service in the Yaroslavl region «21» May 2008); cadastral (or conditional) number: 76:13:000000:0017:000239\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 47 900 metres (from Portal Yaroslavskaya to Portal Nero).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 15 072,53 (Fifteen thousand and seventy-two) rubles 53 kopecks, including VAT (18%) 2 299,20 (Two thousand two hundred ninety-nine) rubles 20 kopecks.

The cost is determined on the basis of the Evaluation report № H-16576/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 23: On approval of Agreement of temporary limited use of an overhead power line at the section Portal Tveritskaya – Portal CHP-2, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16579/13 the monthly cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 21 270 metres (from Portal Tveritskaya to Portal CHP-2) in the amount of 6 692,96 (Six thousand six hundred ninety-two) rubles 96 kopecks, including VAT (18%) 1 020,96 (One thousand twenty) rubles 96 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 2 007 888,00 (Two million seven thousand eight hundred eighty-eight) rubles 00 kopecks, including VAT (18%) 306 288,00 (Three hundred and six thousand two hundred eighty-eight) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: HV Conductor OPL 110 kV - «Tveritskaya 1,2», purpose non-residential, length 21404,2 m, inventory №1664, the facility address: Yaroslavl region, Yaroslavl district, CHP-2 – substation Tveritskaya, belonging to Owner under the right of ownership (Certificate of state registration of the right 76-АА 950301, issued by the Office of Federal Registration Service in the Yaroslavl region «02» October 2009; cadastral (or conditional) number: 76:17:010000:0008:001664\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 21 270 metres (from Portal Tveritskaya to Portal CHP-2).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 6 692,96 (Six thousand six hundred ninety-two) rubles 96 kopecks, including VAT (18%) 1 020,96 (One thousand twenty) rubles 96 kopecks.

The cost is determined on the basis of the Evaluation report №H-16579/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 24: On approval of Agreement of temporary limited use of an overhead power line at the section Portal Yaroslavskaya – CHP-3, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16585/13 the monthly cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 5 900 metres (from Portal Yaroslavskaya to CHP-3) in the amount of 1 856,53 (One thousand eight hundred fifty-six) rubles 53 kopecks, including VAT (18%) 283,20 (Two hundred eighty-three) rubles 20 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 556 960,00 (Five hundred fifty-six thousand nine hundred and sixty) rubles 00 kopecks, including VAT (18%) 84 960,00 (Eighty four thousand nine hundred and sixty) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: HV Conductor OPL 110kV «Yaroslavskaya 1», purpose: non-residential, ROW length 5,9 km, circuit length 11,8 km, inventory №1720, the facility address: Yaroslavl region, Yaroslavl district, CHP-3 – substation Yaroslavskaya, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 701069 issued by the Office of Federal Registration Service in the Yaroslavl region «17» May 2008); cadastral (or conditional) number: 76:17:010000:0006:001720\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 5 900 metres (from Portal Yaroslavskaya to CHP-3).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 1 856,53 (One thousand eight hundred fifty-six) rubles 53 kopecks, including VAT (18%) 283,20 (Two hundred eighty-three) rubles 20 kopecks.

The cost is determined on the basis of the Evaluation report № H-16585/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 25: On approval of Agreement of temporary limited use of an overhead power line at the section SS Roscha-CHP-2, SS North – CHP-1, CHP-1 – SS Roscha, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine in accordance with the Evaluation report of the independent appraiser LLC «LAIR» №H-16604/13 the monthly cost of the provided to the User rights for temporary limited use of an overhead power line in the section with its length of 3 330 metres (SS Roscha-CHP-2, SS North – CHP-1, CHP-1 – SS Roscha) in the amount of 1 047,84 (One thousand and forty-seven) rubles 84 kopecks, including VAT (18%) 159,84 (One hundred fifty-nine) rubles 84 kopecks.

The total cost of the provided to the User rights for temporary limited use of an overhead power line for the term of use (payment) is 314 352,00 (Three hundred and fourteen thousand three hundred fifty-two) rubles 00 kopecks, including VAT (18%) 47 952,00 (Forty-seven thousand nine hundred fifty-two) rubles 00 kopecks.

2. To approve the agreement of temporary limited use of an overhead power line, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

Owner under the terms of the Agreement provides to User for a fee for the term of use the right of temporary (limited) use of the property used for the purpose of installation of fiber-optic communication line (FOCL) and operation of Shares in FOCL of User.

The Used property is provided under the Act of used property, which is Appendix # 2 to the Agreement and shall be signed on the date of signature of the Agreement.

The property belonging to Owner under the right of ownership and provided by him for temporary limited use to User in the manner and under the terms of this Agreement (the used property) – it is: Grid facility OPL - 110 kV № 156, ROW length 0,63 km, circuit length 1,26 km, №157, ROW length 1,9 km, circuit length 2,8 km, №158, ROW length 0,8 km, circuit length 2,6 km, inventory №1721, the facility address: Yaroslavl region, city of Yaroslavl, substation Roscha – CHP-2, CHP-1 – substation North, CHP-1 – substation Roscha, belonging to Owner under the right of ownership (Certificate of state registration of the right 76AA 670536, issued by the Office of Federal Registration Service in the Yaroslavl region «14» May 2008; cadastral (or conditional) number: 76:23:010000:0034:001721\00.

User is provided with the right to use metal structures (cross-arms, lightning conductor mounting frames) of the poles specified below of the Used property in the section with its length of 3 330 metres (SS Roscha-CHP-2, SS North – CHP-1, CHP-1 – SS Roscha).

**Price of the Agreement:**

The monthly cost of the provided rights to User under the Agreement for the term of use (payment) is 1 047,84 (One thousand and forty-seven) rubles 84 kopecks, including VAT (18%) 159,84 (One hundred fifty-nine) rubles 84 kopecks.

The cost is determined on the basis of the Evaluation report № H-16604/13, performed by the independent appraiser LLC «LAIR».

The fee is charged on a monthly basis in equal installments from the date of signing by the Parties of the Act of provision of the Used property.

Payment under this Agreement is made in advance for the entire period of use.

**Term of use:**

Owner provides to User the right of temporary (limited) use of the used property for a period (period of use) of 25 (twenty five) years from the date of signing the Certificate of provision of the used property (Appendix # 2).

At the end of the period of use in case the Term of use is not extended in accordance with paragraph 6.3 of the Agreement, User agrees to stop using the Used property, which must be confirmed by the relevant certificate.

**State registration of encumbrance:**

User will bear all the costs, 1)associated with the state registration of temporary limited use in the bodies carrying out state registration of rights to immovable property and transactions with them, 2)that may arise during the implementation of state registration of temporary restricted use associated with the development and registration of measurements, diagrams, cadastral plans and other documents necessary for state registration of temporary limited use of the used property, 3)associated with changes in constitutive and operational documents for the used equipment, which may arise in connection with the execution of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by both Parties and is valid until the Parties fulfill their obligations under the Agreement in full. The Agreement extends to the legal relations of the parties, in fact arisen from 01.01.2014.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 26: On approval of Agreement on compensation SS «Yaroslavl» – SS «Pereslavl», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine that the price of the Agreement on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, in the amount of 16 168 548,80 (Sixteen million one hundred sixty-eight thousand five hundred forty-eight) rubles 80 kopecks, including VAT (18%) 2 466 388,80 (Two million four hundred sixty-six thousand three hundred eighty-eight) rubles 80 kopecks consists of the following monetary obligations of User to Owner:

* for temporary limited use (25 years) of the structure «OPL 110kV Yaroslavskaya-1» (FA CHP-3 - SS 220kV «Yaroslavskaya», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 5 900 metres (from Portal CHP-3 to Portal Yaroslavskaya) in the amount of 556 960,00 (Five hundred fifty-six thousand nine hundred and sixty) rubles 00 kopecks, including VAT (18%) 84 960,00 (Eighty four thousand nine hundred and sixty) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV Rostovskaya-1,2» (FA № 3002526 OPL 110 kV «Balakirevo – Rostov», with the right to ensure the work on the installation of fiber optic links, and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 47 900 metres (from Portal Yaroslavskaya to Portal Nero) in the amount of 4 521 760,00 (Four million five hundred twenty-one thousand seven hundred and sixty) rubles 00 kopecks, including VAT (18%) 689 760,00 (six hundred eighty-nine thousand seven hundred and sixty) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV City 1,2» (FA 3002526 «OPL 110kV Balakirevo – Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 2 500 metres (from Portal Nero to Portal Rostov) in the amount of 236 000,00 (Two hundred and thirty six thousand) rubles 00 kopecks, including VAT (18%) 36 000,00 (Thirty six thousand) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV Petrovskaya-2» (FA № 3002526 OPL 110 «Balakirevo – Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 11 000 metres (from SS Nero – to pole №449 OPL 110kV Petrovskaya 1,2) in the amount of 1 038 400,00 (One million thirty-eight thousand four hundred) rubles 00 kopecks, including VAT (18%) 158 400,00 (One hundred fifty-eight thousand four hundred) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV Petrovskaya-1» (FA № 3002526 OPL 110 «Balakirevo – Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 87 470 metres (from Portal Trubezh to pole №449 OPL 110kV Petrovskaya 1,2) in the amount of 8 250 560,00 (Eight million two hundred fifty thousand five hundred and sixty) rubles 00 kopecks, including VAT (18%) 1 258 560,00 (One million two hundred and fifty-eight thousand five hundred and sixty) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV Lakeside» (FA №3002526 OPL 110 kV «Balakirevo – Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 670 metres (from SS Shurskol – to pole №449 OPL 110kV Petrovskaya 1,2) in the amount of 63 248,00 (Sixty three thousand two hundred forty-eight) rubles 00 kopecks, including VAT (18%) 9 648,00 (Nine thousand hundred and forty eight) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV «Pereslavskaya-1» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 3 376 metres (from pole № 171/17 OPL 110kV Pereslavskaya-1 to SS Trubezh) in the amount of 318 694,40 (Three hundred and eighteen thousand six hundred ninety-four) rubles 40 kopecks, including VAT (18%) 48 614,40 (Forty eight thousand six hundred and fourteen) rubles 40 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV «Pereslavskaya-2» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov», and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 2 321 metres (from Portal Pereslavl to pole №170/18 OPL 110kV Pereslavskaya-2) in the amount of 219 102,40 (Two hundred nineteen thousand one hundred and two) rubles 40 kopecks, including VAT (18%) 33 422,40 (Thirty three thousand four hundred twenty-two) rubles 40 kopecks.
* for temporary limited use (25 years) of the structure «OPL 35kV Pereslavl — Cybernetist» (FA № 3002541 Pereslavl – Solomidino), and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 10 210 metres (from Portal Pereslavl to Portal Cybernetist, from pole №14 OPL 35kV Pereslavl-Cybernetist to Portal Red) in the amount of 963 824,00 (Nine hundred sixty-three thousand eight hundred twenty-four) rubles 00 kopecks, including VAT (18%) 147 024,00 (One hundred forty-seven thousand and twenty-four) rubles 00 kopecks.
* for the Property transfer (Appendix #1 to the Agreement on compensation) in the amount of 16 168 548,80 (Sixteen million one hundred sixty-eight thousand five hundred forty-eight) rubles 80 kopecks, including VAT (18%) 2 466 388,80 (Two million four hundred sixty-six thousand three hundred eighty-eight) rubles 80 kopecks.

2. To approve the Agreements on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

The obligations to pay for temporary limited use of OPL of IDGC of Centre, PJSC, stipulated by Agreements №\_\_\_, № \_\_\_\_, № \_\_\_\_№ \_\_\_\_, № \_\_\_\_, № \_\_\_\_, № \_\_\_\_, № \_\_, № \_\_ (hereinafter - the Agreements), are replaced by the obligation of User to provide the Property in the ownership of Owner (Appendix #1 to the Agreement on compensation). The Property is located on overhead power lines and electric power facilities, namely:

* OPL 110kV Yaroslavskaya-1 (FA CHP-3 - SS 220kV «Yaroslavskaya») (cadastral number: 76:17:010000:0006:001720\00) on the section from Portal CHP-3 to Portal Yaroslavskaya,
* OPL 110kV Rostovskaya-1,2 (FA № 3002526 OPL 110 kV «Balakirevo – Rostov») (cadastral number: 76:13:000000:0017:000239\00) on the section from Portal Yaroslavskaya to Portal Nero,
* OPL 110kV City 1,2 (FA 3002526 «OPL 110kV Balakirevo – Rostov») (cadastral number: 76:13:000000:0017:000242\00) on the section from Portal Nero to Portal Rostov,
* OPL 110kV Petrovskaya-2 (cadastral number: 76:13:000000:0017:000244\00) on the section from SS Nero – to pole №449 OPL 110kV Petrovskaya 1,2,
* OPL 110kV Petrovskaya-1 (FA № 3002526 OPL 110 «Balakirevo – Rostov») (cadastral number: 76:13:000000:0017:000041\00) on the section from Portal Trubezh to pole №449 OPL 110kV Petrovskaya 1,2,
* OPL 110kV Lakeside (FA №3002526 OPL 110 kV «Balakirevo – Rostov») (cadastral number: 76:13:000000:0017:000243\00) on the section from SS Shurskol – to pole №449 OPL 110kV Petrovskaya 1,2,
* OPL 110kV «Pereslavskaya-1» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov») (cadastral number: 76:11:000000:0000:300167\00) on the section (from pole № 171/17 OPL 110kV Pereslavskaya-1 to SS Trubezh),
* OPL 110kV «Pereslavskaya-2» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov») (cadastral number: 76:11:000000:0000:300170\00) on the section (from Portal Pereslavl to pole №170/18 OPL 110kV Pereslavskaya-2),
* OPL 35kV Pereslavl — Cybernetist (FA № 3002541 Pereslavl – Solomidino) (cadastral number: 76:11:000000:0000:300185\00) on the section from Portal Pereslavl to Portal Cybernetist, from pole №14 OPL 35kV Pereslavl-Cybernetist to Portal Red.

**Price of the Agreement:**

The Parties agree that in accordance with paragraph 6.1. of the Agreements the total debt of User to Owner on the date of the conclusion of the Agreement on compensation is 16 168 548,80 (Sixteen million one hundred sixty-eight thousand five hundred forty-eight) rubles 80 kopecks, including VAT (18%) 2 466 388,80 (Two million four hundred sixty-six thousand three hundred eighty-eight) rubles 80 kopecks, including:

* 556 960,00 (Five hundred fifty-six thousand nine hundred and sixty) rubles 00 kopecks, including VAT (18%) 84 960,00 (Eighty four thousand nine hundred and sixty) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Yaroslavskaya-1» (FA CHP-3 - SS 220kV «Yaroslavskaya».
* 4 521 760,00 (Four million five hundred twenty-one thousand seven hundred and sixty) rubles 00 kopecks, including VAT (18%) 689 760,00 (six hundred eighty-nine thousand seven hundred and sixty) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Rostovskaya-1,2» (FA № 3002526 OPL 110 kV «Balakirevo – Rostov», with the right to ensure the work on the installation of fiber optic links.
* 236 000,00 (Two hundred and thirty six thousand) rubles 00 kopecks, including VAT (18%) 36 000,00 (Thirty six thousand) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV City 1,2» (FA 3002526 «OPL 110kV Balakirevo – Rostov».
* 1 038 400,00 (One million thirty-eight thousand four hundred) rubles 00 kopecks, including VAT (18%) 158 400,00 (One hundred fifty-eight thousand four hundred) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Petrovskaya-2» (FA № 3002526 OPL 110 «Balakirevo – Rostov».
* 8 250 560,00 (Eight million two hundred fifty thousand five hundred and sixty) rubles 00 kopecks, including VAT (18%) 1 258 560,00 (One million two hundred and fifty-eight thousand five hundred and sixty) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Petrovskaya-1» (FA № 3002526 OPL 110 «Balakirevo – Rostov».
* 63 248,00 (Sixty three thousand two hundred forty-eight) rubles 00 kopecks, including VAT (18%) 9 648,00 (Nine thousand hundred and forty eight) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Lakeside» (FA №3002526 OPL 110 kV «Balakirevo – Rostov».
* 318 694,40 (Three hundred and eighteen thousand six hundred ninety-four) rubles 40 kopecks, including VAT (18%) 48 614,40 (Forty eight thousand six hundred and fourteen) rubles 40 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV «Pereslavskaya-1» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov».
* 219 102,40 (Two hundred nineteen thousand one hundred and two) rubles 40 kopecks, including VAT (18%) 33 422,40 (Thirty three thousand four hundred twenty-two) rubles 40 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV «Pereslavskaya-2» (FA № 3002526 OPL 110 kV «Balakirevo-Rostov».
* 963 824,00 (Nine hundred sixty-three thousand eight hundred twenty-four rubles) rubles 00 kopecks, including VAT (18%) 147 024,00 (One hundred forty-seven thousand and twenty-four) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 35kV Pereslavl — Cybernetist» (FA № 3002541 Pereslavl – Solomidino).

The cost of the Property, transferred to Owner as compensation, is 16 168 548,80 (Sixteen million one hundred sixty-eight thousand five hundred forty-eight) rubles 80 kopecks, including VAT (18%) 2 466 388,80 (Two million four hundred sixty-six thousand three hundred eighty-eight) rubles 80 kopecks.

The Parties agree that since the transfer of the Property under the Agreement on compensation the obligations of User to Owner shall terminate under the following Agreements for temporary limited use №\_\_\_, № \_\_\_\_,
№ \_\_\_\_№ \_\_\_\_, № \_\_\_\_, № \_\_\_\_, № \_\_\_\_, № \_\_, № \_\_ totalling the liabilities in the amount of 16 168 548,80 (Sixteen million one hundred sixty-eight thousand five hundred forty-eight) rubles 80 kopecks, including VAT (18%) 2 466 388,80 (Two million four hundred sixty-six thousand three hundred eighty-eight) rubles 80 kopecks.

**Transfer of the Property:**

The Property should be transferred to Owner not later than 30 days from the date of signature of this Agreement, but in any event not later than 3 (three) years from the date of completion of the installation of FOCL, which includes the Share of User in the FOCL.

Simultaneously with the transfer of the Property to Owner 1 copy of operating and executive documentation for the installation of fiber-optic line in the section is handed over, where the Property is transferred, as well as other documents, which in the reasonable opinion of Owner necessary for the operation of the Property.

**Duration of the Agreement:**

Duration of this Agreement is set until the complete fulfillment by User of the Obligations for the Property transfer by the User into the ownership of Owner in accordance with the terms of this Agreement.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 27: On approval of Agreement on compensation SS «Yaroslavl» – DPC, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine that the price of the Agreement on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, in the amount of 4 158 508,80 (Four million one hundred fifty-eight thousand five hundred and eight) rubles 80 kopecks, including VAT (18%) 634 348,80 (Six hundred thirty-four thousand three hundred forty-eight) rubles 80 kopecks consists of the following monetary obligations of User to Owner:

* for temporary limited use (25 years) of the structure OPL 110kV «Frunzenskaya-1», OPL 110kV «Frunzenskaya-2» (FA № OPL-110 kV: CHP-3 -CHP-2 (Frunzenskaya); CHP-3-SS North; CHP-3-SS Perekop; SS Perekop-SS North), and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 18 691 metres (from Portal CHP-3 to Portal North) in the amount of 1 764 430,40 (one million seven hundred sixty-four thousand four hundred and thirty) rubles 40 kopecks, including VAT (18%) 269 150,40 (two hundred sixty-nine thousand one hundred and fifty) rubles 40 kopecks.
* for temporary limited use (25 years) of the structure OPL 110kV «South-Institutskaya» (FA № 3000311 «OPL 110kV South, Institutskaya»), with the right to ensure the work on the installation of fiber optic links, and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 8 630 metres (from pole №71 OPL 110kV «South-Institutskaya» to SS South with taps to SS Chaika, SS Institutskaya) in the amount of 814 672,00 (eight hundred and fourteen thousand six hundred seventy-two) rubles 00 kopecks, including VAT (18%) 124 272,00 (one hundred twenty-four thousand two hundred seventy-two) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure OPL 110kV «Nerekhta-2» (FA № 3000289 OPL 110 kV Yaroslavl – Nerekhta), and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 16 731 metres (from CHP-3 to SS Privolzhskaya (SS Yartsevo) in the amount of 1 579 406,40 (one million five hundred seventy-nine thousand four hundred and six) rubles 40 kopecks, including VAT (18%) 240 926,40 (two hundred and forty thousand nine hundred twenty-six) rubles 40 kopecks.

2. To approve the Agreement on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

The obligations to pay for temporary limited use of OPL of IDGC of Centre, PJSC, stipulated by Agreements №\_\_\_, № \_\_\_\_, № \_\_\_ (hereinafter - the Agreements), are replaced by the obligation of User to provide the Property in the ownership of Owner (Appendix #1 to the Agreement on compensation). The Property is located on overhead power lines and electric power facilities, namely:

* OPL 110kV «Frunzenskaya-1», OPL 110kV «Frunzenskaya-2» (FA № OPL-110 kV: CHP-3 -CHP-2 (Frunzenskaya); CHP-3-SS North; CHP-3-SS Perekop; SS Perekop-SS North) (cadastral number: 76:23:060000:0030:001724\00) on the section from Portal CHP-3 to Portal North,
* OPL 110kV «South-Institutskaya» (FA № 3000311 «OPL 110kV South, Institutskaya») (cadastral number: 76:23:060000:0029:001718\01) on the section from pole №71 OPL 110kV «South-Institutskaya» to SS South with taps to SS Chaika, SS Institutskaya,
* OPL 110kV «Nerekhta-2» (hereinafter – OPL 110kV Komsomolskaya, Pioneer) (FA № 3000289 OPL 110 kV Yaroslavl – Nerekhta) (cadastral number: 76:17:010000:0003:001727\00) on the section from CHP-3 to SS Privolzhskaya (SS Yartsevo).

**Price of the Agreement:**

The Parties agree that in accordance with paragraph 6.1. of the Agreements the total debt of User to Owner on the date of the conclusion of the Agreement on compensation is 4 158 508,80 (Four million one hundred fifty-eight thousand five hundred and eight) rubles 80 kopecks, including VAT (18%) 634 348,80 (Six hundred thirty-four thousand three hundred forty-eight) rubles 80 kopecks, including:

* 1 764 430,40 (One million seven hundred sixty-four thousand four hundred and thirty) rubles 40 kopecks, including VAT (18%) 269 150,40 (Two hundred sixty-nine thousand one hundred and fifty) rubles 40 kopecks - for temporary limited use (25 years) of the structure OPL 110kV «Frunzenskaya-1», OPL 110kV «Frunzenskaya-2» (FA № OPL-110 kV: CHP-3 -CHP-2 (Frunzenskaya); CHP-3-SS North; CHP-3-SS Perekop; SS Perekop-SS North).
* 814 672,00 (Eight hundred and fourteen thousand six hundred seventy-two) rubles 00 kopecks, including VAT (18%) 124 272,00 (One hundred twenty-four thousand two hundred seventy-two) rubles 00 kopecks - for temporary limited use (25 years) of the structure OPL 110kV «South-Institutskaya» (FA № 3000311 «OPL 110kV South, Institutskaya»), with the right to ensure the work on the installation of fiber optic links.
* 1 579 406,40 (One million five hundred seventy-nine thousand four hundred and six) rubles 40 kopecks, including VAT (18%) 240 926,40 (Two hundred and forty thousand nine hundred twenty-six) rubles 40 kopecks - for temporary limited use (25 years) of the structure OPL 110kV «Nerekhta-2» (FA № 3000289 OPL 110 kV Yaroslavl – Nerekhta).

The cost of the Property, transferred to Owner as compensation, is 4 158 508,80 (Four million one hundred fifty-eight thousand five hundred and eight) rubles 80 kopecks, including VAT (18%) 634 348,80 (Six hundred thirty-four thousand three hundred forty-eight) rubles 80 kopecks.

The Parties agree that since the transfer of the Property under the Agreement on compensation the obligations of User to Owner shall terminate under the following Agreements for temporary limited use №\_\_\_, № \_\_, №\_\_, totalling the liabilities in the amount of 4 158 508,80 (Four million one hundred fifty-eight thousand five hundred and eight) rubles 80 kopecks, including VAT (18%) 634 348,80 (Six hundred thirty-four thousand three hundred forty-eight) rubles 80 kopecks.

**Transfer of the Property:**

The Property should be transferred to Owner not later than 30 days from the date of signature of this Agreement, but in any event not later than 3 (three) years from the date of completion of the installation of FOCL, which includes the Share of User in the FOCL.

Simultaneously with the transfer of the Property to Owner 1 copy of operating and executive documentation for the installation of fiber-optic line in the section is handed over, where the Property is transferred, as well as other documents, which in the reasonable opinion of Owner necessary for the operation of the Property.

**Duration of the Agreement:**

Duration of this Agreement is set until the complete fulfillment by User of the Obligations for the Property transfer by the User into the ownership of Owner in accordance with the terms of this Agreement.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 28: On approval of Agreement on compensation SS «North» – SS «Tveritskaya», concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», 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 JSC «FOCL-Conductor Administration» 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 parties to the transaction.*

**Decision:**

1. To determine that the price of the Agreement on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, in the amount of 2 322 240,00 (Two million three hundred twenty-two thousand two hundred and forty) rubles 00 kopecks, including VAT (18%) 354 240,00 (Three hundred fifty-four thousand two hundred and forty) rubles 00 kopecks consists of the following monetary obligations of User to Owner:

* for temporary limited use (25 years) of the structure «OPL 110kV №156, №157, №158» (FA № 3000291 «OPL 110 kV № 156, №157, №158»), and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 3 330 metres (SS Roscha-CHP-2, SS North – CHP-1, CHP-1 – SS Roscha) in the amount of 314 352 (Three hundred fourteen thousand three hundred fifty-two) rubles 00 kopecks, including VAT (18%) 47 952 (Forty seven thousand nine hundred fifty-two) rubles 00 kopecks.
* for temporary limited use (25 years) of the structure «OPL 110kV Tveritskaya 1,2» (FA № 3000291 «OPL 110 kV № 156, №157,№158»), with the right to ensure the work on the installation of fiber optic links, and during the Term of use performance of operation (placement) of the Share in the FOCL exclusively on metal structures, top cross-arms, lightning conductor mounting frames of the Poles in the section with its length of 21 270 metres (from Portal CHP-2 to Portal Tveritskaya) in the amount of 2 007 888,00 (Two million seven thousand eight hundred eighty-eight) rubles 00 kopecks, including VAT (18%) 306 288,00 (Three hundred and six thousand two hundred eighty-eight) rubles 00 kopecks.

2. To approve the Agreement on compensation, concluded between IDGC of Centre, PJSC and JSC «FOCL-Conductor Administration», which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Owner - IDGC of Centre, PJSC

User - JSC «FOCL-Conductor Administration»

**Subject of the Agreement:**

The obligations to pay for temporary limited use of OPL of IDGC of Centre, PJSC, stipulated by Agreements №\_\_\_, № \_\_\_ (hereinafter - the Agreements), are replaced by the obligation of User to provide the Property in the ownership of Owner (Appendix #1 to the Agreement on compensation). The Property is located on overhead power lines and electric power facilities, namely:

* OPL 110kV №156, №157, №158 (FA № 3000291 «OPL 110 kV № 156, №157,№158») (cadastral number: 76:23:010000:0034:001721\00) on the section from SS Roscha-CHP-2, SS North – CHP-1, to CHP-1 – SS Roscha,
* OPL 110kV Tveritskaya 1,2 (FA № 3000291 «OPL 110 kV № 156, №157,№158») (cadastral number: 76:17:010000:0008:001664\00) on the section from CHP-2 to SS Tveritskaya.

**Price of the Agreement:**

The Parties agree that in accordance with paragraph 6.1. of the Agreements the total debt of User to Owner on the date of the conclusion of the Agreement on compensation is 2 322 240,00 (Two million three hundred twenty-two thousand two hundred and forty) rubles 00 kopecks, including VAT (18%) 354 240,00 (Three hundred fifty-four thousand two hundred and forty) rubles 00 kopecks, including:

* 314 352,00 (Three hundred fourteen thousand three hundred fifty-two) rubles 00 kopecks, including VAT (18%) 47 952,00 (Forty seven thousand nine hundred fifty-two) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV №156, №157, №158» (FA № 3000291 «OPL 110 kV № 156, №157,№158»).
* 2 007 888,00 (Two million seven thousand eight hundred eighty-eight) rubles 00 kopecks, including VAT (18%) 306 288,00 (Three hundred and six thousand two hundred eighty-eight) rubles 00 kopecks - for temporary limited use (25 years) of the structure «OPL 110kV Tveritskaya 1,2» (FA № 3000291 «OPL 110 kV № 156, №157,№158»), with the right to ensure the work on the installation of fiber optic links.

The cost of the Property, transferred to Owner as compensation, is 2 322 240,00 (Two million three hundred twenty-two thousand two hundred and forty) rubles 00 kopecks, including VAT (18%) 354 240,00 (Three hundred fifty-four thousand two hundred and forty) rubles 00 kopecks.

The Parties agree that since the transfer of the Property under the Agreement on compensation the obligations of User to Owner shall terminate under the following Agreements for temporary limited use №\_\_\_, № \_\_, №\_\_\_, totalling the liabilities in the amount of 2 322 240,00 (Two million three hundred twenty-two thousand two hundred and forty) rubles 00 kopecks, including VAT (18%) 354 240,00 (Three hundred fifty-four thousand two hundred and forty) rubles 00 kopecks.

**Transfer of the Property:**

The Property should be transferred to Owner not later than 30 days from the date of signature of this Agreement, but in any event not later than 3 (three) years from the date of completion of the installation of FOCL, which includes the Share of User in the FOCL.

Simultaneously with the transfer of the Property to Owner 1 copy of operating and executive documentation for the installation of fiber-optic line in the section is handed over, where the Property is transferred, as well as other documents, which in the reasonable opinion of Owner necessary for the operation of the Property.

**Duration of the Agreement:**

Duration of this Agreement is set until the complete fulfillment by User of the Obligations for the Property transfer by the User into the ownership of Owner in accordance with the terms of this Agreement.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «ABSTAINED»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «AGAINST»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «6» |
| «AGAINST» | - «3» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 29: On approval of an agreement for refresher training of engineering and technical staff of IDGC of Centre, PJSC, 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 the Company 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», whose affiliate O.M. Budargin is a member of the Supervisory Board of the North-Caucasus Federal University and a member of the Academic Council of Federal State Budget Institution of Higher Education «National Research University «MPEI».*

**Decision:**

1. To determine that the cost of training of technical and engineering staff of IDGC of Centre, PJSC under the training program «Energy efficiency and conservation in the design of power grid facilities» for the entire period of study is 190 000 (One hundred and ninety thousand) rubles, VAT is not provided on the basis of subpara. 14, para. 2, Art. 149 of the Tax Code of the Russian Federation.

Payment of tuition fees for the skills improvement program is composed as follows:

* at the expense of the federal budget for the implementation of the departmental target program «Improving the skills of technical and engineering staff in 2015 – 2016» in the amount of 95 000 (Ninety-five thousand) rubles 00 kopecks;
* at the expense of co-financing of IDGC of Centre, PJSC in the amount of 95 000 (Ninety-five thousand) rubles 00 kopecks.

2. To approve the agreement for refresher training of engineering and technical staff of IDGC of Centre, PJSC, 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:

**Subject of the Agreement:**

Contractor undertakes in the framework of the implementation of additional programs to improve skills, recognized as the winners of the competitive tender of 2016 (Order of the Russian Ministry of Education dated 18.03.2016 № 243), conducted as part of the departmental target program «Improving the skills of technical and engineering staff in 2015 – 2016», to provide services for refresher training of engineering and technical staff of Customer under the Program «Energy efficiency and conservation in the design of power grid facilities», which includes training of 72 hours, training on the site of enterprises, in research and engineering centres in Russia, training on the site of enterprises, in research and engineering centres abroad, and Customer agrees to send its employees to training in the number and terms in accordance with Appendices # 1 «The List of engineering and technical personnel of Customer, sent to improve skills» and # 2 «The Schedule of implementation of training programs to improve skills» and to make co-financing of the cost of training at its own expense in accordance with Appendix # 3 «Estimate of cost» to the Agreement and section 2 of the Agreement.

**Parties of the Agreement:**

«Customer» - IDGC of Centre, PJSC

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

**Price of the Agreement:**

The total cost of services for the organization and implementation of professional development (training, site training in Russia, site training abroad) of employees of Customer under the Agreement is 190 000,00 (One hundred and ninety thousand) rubles 00 kopecks (Appendix # 3 «Estimate of cost» to the Agreement), VAT is not provided on the basis of subpara. 14, para. 2, Art. 149 of the Tax Code of the Russian Federation, including:

* at the expense of the federal budget for the implementation of the departmental target program «Improving the skills of technical and engineering staff in 2015 – 2016» 95 000,00 (Ninety-five thousand) rubles 00 kopecks;
* at the expense of co-financing of Customer 95 000,00 (Ninety-five thousand) rubles 00 kopecks:

**Turnaround time:**

Services are provided by Contractor within the term and in the scope specified in Appendices # 1 «The List of engineering and technical personnel of Customer, sent to improve skills» and # 2 «The Schedule of implementation of training programs to improve skills» to the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force from the moment of its signing by the Parties and is valid until the Parties fulfill their obligations under the Agreement in full and extends to the legal relations of the Parties, in fact arisen from 21.03.2016.

**Voting results:**

1. **Alexander Markovich Branis** - «AGAINST»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «AGAINST»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «FOR»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «8» |
| «AGAINST» | - «2» |
| «ABSTAINED» | - «0» |

**Decision is taken.**

**Item 30: On approval of the adjusted target Program to reduce electric energy losses of IDGC of Centre, PJSC for 2016 – 2021.**

**Decision:**

To approve the adjusted target Program to reduce electric energy losses of IDGC of Centre, PJSC for 2016 – 2021 in accordance with Appendix # 8 to this decision of the Board of Directors of the Company.

**Voting results:**

1. **Alexander Markovich Branis** - «FOR»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «FOR»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «9» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «1» |

**Decision is taken.**

**Item 31: On approval of the Target program «Strengthening the anti-terrorist and anti-sabotage protection of facilities of IDGC of Centre, PJSC for 2016-2020.**

**Decision:**

To approve the Target program «Strengthening the anti-terrorist and anti-sabotage protection of facilities of IDGC of Centre, PJSC for 2016-2020» in accordance with Appendix # 9 to this decision of the Board of Directors of the Company.

**Voting results:**

1. **Alexander Markovich Branis** - «ABSTAINED»
2. **Tatiana Petrovna Dronova** - «FOR»
3. **Denis Alexandrovich Malkov** - «FOR»
4. **Yury Nikolayevich Mangarov -** «FOR»
5. **Yury Nikolayevich Pankstyanov -** «FOR»
6. **Maxim Mikhailovich Saukh** - «FOR»
7. **Roman Alexeyevich Filkin** - «ABSTAINED»
8. **Andrey Nikolayevich Kharin**  - «FOR»
9. **Alexander Viktorovich Shevchuk** - «ABSTAINED»
10. **Natalia Ilyinichna Erpsher -** «FOR»

**Total:**

|  |  |
| --- | --- |
| «FOR» | - «7» |
| «AGAINST» | - «0» |
| «ABSTAINED» | - «3» |

**Decision is taken.**

**Appendices:**

1. The Report on the efficiency of the internal control and risk management system of IDGC of Centre, PJSC in 2015 (Appendix # 1).
2. The Report of the Internal Audit and Control Department of IDGC of Centre, PJSC «On the execution of the Work plan for 2015 and the internal audit performance» (Appendix # 2).
3. The report of General Director of the Company «On the management of key operational risks of the Company for 2015» (Appendix # 3).
4. The report of General Director of the Company «On the credit policy of the Company in 4Q 2015» (Appendix # 4).
5. The Method of calculation and assessment of key performance indicators of General Director of IDGC of Centre, PJSC (Appendix # 5).
6. The target values of annual and quarterly key performance indicators of General Director of the Company for 2016 (Appendix # 6).
7. The Program of increasing operational efficiency and reducing costs of IDGC of Centre, PJSC for 2016 – 2020 (Appendix # 7).
8. The adjusted target Program to reduce electric energy losses of IDGC of Centre, PJSC for 2016 – 2021 (Appendix # 8).
9. The Target program «Strengthening the anti-terrorist and anti-sabotage protection of facilities of IDGC of Centre, PJSC for 2016-2020» (Appendix # 9).

**Chairperson of the Board of Directors**

**of IDGC of Centre, PJSC Y.N. Mangarov**

**Corporate Secretary**

**of IDGC of Centre, PJSC S.V. Lapinskaya**