

MINUTES
of meeting of the Board of Directors of Rosseti Centre, PJSC
(in the form of absent voting)

«24» April 2023

Moscow

No. 20/23

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

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

Participants of the voting: **E.V. Andreeva, A.V. Golovtsov, Y.V. Goncharov, M.A. Dokuchaeva, V.Y. Zarkhin, M.V. Korotkova, E.V. Lyapunov, D.V. Krainskiy, I.V. Makovskiy, A.V. Morozov, A.A. Polinov.**

Members who did not provide questionnaires: **none.**

The quorum is **present.**

Date of the minutes: **26.04.2023.**

AGENDA:

1. On the consent to conclude a related party transaction between Rosseti Centre, PJSC and JSC «Motor Transport Enterprise».

Item 1. On the consent to conclude a related party transaction between Rosseti Centre, PJSC and JSC «Motor Transport Enterprise».

In accordance with Article 81 of the Federal Law “On Joint-Stock Companies”, a deal concluded between Rosseti Centre, PJSC and JSC «Motor Transport Enterprise» is a related party transaction of the following entity and persons:

- the controlling entity of the Company - PJSC Rosseti, simultaneously being the controlling entity (indirectly through Rosseti Centre and Volga region, PJSC) of JSC «Motor Transport Enterprise»;*
- members of the Management Board of the Company - Artem Gennadevich Aleshin and Alexander Vladimirovich Egorychev, simultaneously being members of the Board of Directors of JSC «Motor Transport Enterprise».*

Decision:

1. To determine that the price of works and services under the agreement for provision of services for driving vehicles and performance of work on maintenance and repair of vehicles between Rosseti Centre, PJSC and JSC «Motor Transport Enterprise», which is a related party transaction, is not more than 495 009 024 (Four hundred ninety-five million nine thousand twenty-four) rubles 00 kopecks, including 20% VAT in the amount of 82 501 504 (Eighty-two million five hundred one thousand five hundred four) rubles 00 kopecks.

- the cost of services for driving the Vehicle, which is determined by the actually provided services and is formed on the basis of the current tariffs for services and data from waybills for the Vehicle, issued by the Contractor for each trip and signed by the Customer;

- the cost of work on the repair of the Vehicle, which is determined by unit prices, and the cost of replaced (if necessary) components and assemblies and the actual work performed.

2. To provide consent to the transaction – the agreement for provision of services for driving vehicles and performance of work on maintenance and repair of vehicles between Rosseti Centre, PJSC and JSC «Motor Transport Enterprise» (hereinafter referred to as the Agreement), which is a related party transaction, on the following material conditions:

Parties to the Agreement:

Rosseti Centre, PJSC (Customer);

JSC «Motor Transport Enterprise» (Contractor).

Subject of the Agreement:

The Contractor undertakes to provide a range of services for driving and maintenance of vehicles (hereinafter referred to as the Vehicle), as well as to perform work related to their maintenance and repair, in accordance with the terms of the Agreement.

The works and services include:

1. in terms of organizing the management and driving of the Vehicle:

- receiving and processing applications from the Customer for the Vehicle;
- distribution of the Vehicle according to the Applications for the Vehicle;
- registration of travel documentation;
- bringing the route, type of work, transported goods to the personnel of the Vehicle driver;
- dispatching the Customer's Vehicle (control on the line, changing the task during the work shift, taking measures to replace the Vehicle that left the line, optimizing routes);
- organization and conduct of pre-trip/post-trip control of the technical condition of the Vehicle;
- organization and conduct of medical pre-trip/post-trip inspection of personnel involved in the Vehicle driving;
- providing the Vehicle with fuels and lubricants (hereinafter referred to as the fuels and lubricants) in accordance with the standards agreed by the Customer;
- the Vehicle driving;
- ensuring daily provision of structural divisions of the Customer with the serviceable Vehicle in accordance with the applications submitted by the Customer;
- conducting briefings on labour protection and road safety.

2. in terms of maintenance and repair of the Vehicle:

- scheduled maintenance of the Vehicle, keeping maintenance schedules and scheduled repairs of the Vehicle;
- repair of the Vehicle (current, overhaul) in accordance with the conditions determined by the terms of the Agreement;
- diagnostic work on the Vehicle, their systems and devices;
- provision of spare parts, units, consumables, tires, batteries;
- carrying out technical inspection of the Vehicle;
- organization of examinations of industrial safety of lifting and elevating devices.
- maintenance in good condition of the means of controlling the schedule of work and rest of drivers.

Price of the Agreement:

The price of works and services under the Agreement is not more than 495 009 024 (Four hundred ninety-five million nine thousand twenty-four) rubles 00 kopecks, including 20% VAT in the amount of 82 501 504 (Eighty-two million five hundred one thousand five hundred four) rubles 00 kopecks, and includes:

- the cost of services for driving the Vehicle, which is determined by the actually provided services and is formed on the basis of the current tariffs for services and data from waybills for the Vehicle, issued by the Contractor for each trip and signed by the Customer;
- the cost of work on the repair of the Vehicle, which is determined by unit prices, and the cost of replaced (if necessary) components and assemblies and the actual work performed.

Period for the provision of services and performance of work under the Agreement:

Beginning of the provision of services and performance of work: 01.01.2023;

Completion of the provision of services and performance of work: 31.12.2023.

Duration of the Agreement:

The Agreement comes into force from the moment of its signing by the parties and is valid until the full fulfillment of the obligations of the parties. The effect of the Agreement in accordance with Article 425 of the Civil Code of the Russian Federation applies to the relations of the parties that arose from 01.01.2023.

Persons or entities related to the transaction, and the grounds of relation:

A related entity or person	Grounds of relation of the entity or the person to the transaction
PJSC Rosseti	Controlling entity of Rosseti Centre, PJSC and JSC «Motor Transport Enterprise»
Artem Gennadevich Aleshin	Member of the Management Board of Rosseti Centre, PJSC, simultaneously being Member of the Board of Directors of JSC «Motor Transport Enterprise»
Alexander Vladimirovich Egorychev	Member of the Management Board of Rosseti Centre, PJSC, simultaneously being Member of the Board of Directors of JSC «Motor Transport Enterprise»

Voting results:

- | | |
|------------------------------------|---------------|
| 1. Elena Viktorovna Andreeva | - «FOR» |
| 2. Alexander Viktorovich Golovtsov | - «ABSTAINED» |
| 3. Yury Vladimirovich Goncharov | - «FOR» |
| 4. Maria Alexandrovna Dokuchaeva | - «FOR» |
| 5. Vitaly Yuryevich Zarkhin | - «ABSTAINED» |
| 6. Maria Vyacheslavna Korotkova | - «FOR» |
| 7. Daniil Vladimirovich Krainskiy | - «FOR» |
| 8. Evgeny Viktorovich Lyapunov | - «FOR» |
| 9. Andrey Vladimirovich Morozov | - «AGAINST» |
| 10. Alexey Alexandrovich Polinov | - «FOR» |

Total:

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

Decision is taken.

The member of the Board of Directors of the Company, I.V. Makovskiy, did not participate in voting on this item, who during the year prior to the decision was the person performing the functions of the sole executive body of the Company (General Director), including a member of the collegial executive body of the Company (Chairman of the Management Board).

A dissenting opinion was received on this item from a member of the Board of Directors of the Company, A.V. Golovtsov (Appendix # 1).

Appendix: The dissenting opinion of the member of the Board of Directors of the Company, A.V. Golovtsov (Appendix # 1).

Chairperson of the Board of Directors of Rosseti Centre, PJSC

E.V. Lyapunov

Corporate Secretary of Rosseti Centre, PJSC

S.V. Lapinskaya