

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

«21» August 2020

Moscow

No. 38/20

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

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

Participants of the voting: **A.V. Golovtsov, V.Y. Zarkhin, A.I. Kazakov, D.V. Krainskiy, A.V. Mayorov, I.V. Makovskiy, K.A. Mikhailik, A.I. Pavlov, V.V. Rozhkov, L.A. Romanovskaya, A.V. Shevchuk.**

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

The quorum **is present.**

Date of the minutes: **21.08.2020.**

AGENDA:

1. On the consent to conclude a cash loan agreement with interest between IDGC of Centre, PJSC and LLC BryanskElektro, which is a related party transaction.

Item 1. On the consent to conclude a cash loan agreement with interest between IDGC of Centre, PJSC and LLC BryanskElektro, which is a related party transaction.

In accordance with Article 81 of the Federal Law «On Joint Stock Companies», the deal between IDGC of Centre, PJSC and LLC BryanskElektro is a related party transaction of the controlling entity of the Company – PJSC Rosseti, who is at the same time the controlling entity of LLC BryanskElektro (indirectly through IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”), which is a party to the transaction.

Decision:

1. To determine the price of the agreement between IDGC of Centre, PJSC and LLC BryanskElektro, which is a related party transaction, in the amount of:

- monetary funds transferred by IDGC of Centre, PJSC to LLC BryanskElektro under the loan agreement, in the amount not exceeding 1 939 000 000,00 (One billion nine hundred thirty-nine million) rubles;

- interest on the loan in the amount of 6,2 % (Six point two tenths of a percent) per annum.

2. To give consent for the conclusion of the transaction - the agreement between IDGC of Centre, PJSC and LLC BryanskElektro, which is a related party transaction, under the following material conditions:

Parties of the Agreement:

IDGC of Centre, PJSC (the Lender);

LLC BryanskElektro (the Borrower).

Subject and price of the Agreement:

The Lender transfers to the Borrower the ownership of funds in an amount not exceeding 1 939 000 000,00 (One billion nine hundred thirty-nine million) rubles, and the Borrower undertakes to repay the loan amount received with interest within the period specified in the Agreement.

For using the loan, the Borrower shall pay the Lender interest in the amount of 6,2 % (Six point two tenths of a percent) per annum. Interest for the use of each tranche is accrued and recorded separately.

Interest is accrued in rubles on the actual amount of funds received, starting from the day following the day the funds were credited to the Borrower’s current account, until the date of

the actual return of the funds, including the date of return of the funds. The interest accrual period is set as a calendar month.

Interest is paid monthly, no later than the 15th day of the month following the month for which the interest is paid.

The Lender has the right to unilaterally change the interest rate on the loan in the event of a change in the key rate of the Bank of Russia or another indicator reflecting the cost of attracting credit (borrowed) resources, without formalizing this change by an amendment.

The Borrower undertakes to repay the principal amount of the loan no later than 5 years from the date of the Agreement. At the same time, the debt of the Borrower to the Lender under the Agreement as of 31 December 2021 cannot exceed 1 539 million rubles, and as of 31 December 2022 it cannot exceed 989 million rubles.

By agreement of the parties, other forms, methods and payment options not prohibited by the legislation of the Russian Federation may be applied and used to return the loan amount and interest under the Agreement.

By agreement of the parties, the loan amount may be repaid by the Borrower ahead of schedule.

Intended use of the loan: fulfillment of the Borrower’s obligations to pay under the Purchase and Sale Agreement (immovable property) dated 23.06.2020 № 3496/1 in the amount of 1 304 604 792,22 rubles and the Purchase and Sale Agreement (movable property) dated 23.06.2020 № 3496/2 in the amount of 820 044 299,81 rubles, concluded with LLC Bryanskoblelektro.

Loan granting procedure:

The loan is provided in tranches on the basis of a tranche application.

The Lender has the right to refuse to provide the loan amount in case of disagreement with the conditions set forth in the application.

Other conditions recognized by the Parties as material:

The Lender has the right at any time to refuse to execute the Agreement unilaterally and out of court, notifying the Borrower about this in writing 3 (three) days before the date of the alleged refusal to perform the Agreement. The Agreement shall be deemed terminated upon expiration of 3 (three) days from the date of receipt by the Borrower of a written notice of refusal to perform the Agreement. In the event of termination of the Agreement by the Lender unilaterally out of court, the Borrower on the day of termination of the Agreement is obliged to return the loan amount received under the Agreement with accrued interest at the time of termination of the Agreement.

Responsibility of the Parties:

In case of violation by the Borrower of the terms of repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0,1 % (zero point one tenth of a percent) of the unpaid loan amount for each day of delay until the full performance of obligations.

In the event that the Borrower violates the terms of payment of the established interest, the Borrower shall pay the Lender a penalty in the amount of 0,1% (zero point one tenth of a percent) of the unpaid interest amount for each day of delay until the full performance of obligations.

Duration of the Agreement:

The Agreement comes into force from the moment of its signing and is valid until the performance of the Borrower’s obligations to the Lender.

The Agreement will be deemed fulfilled when the Borrower performs the obligation to return the loan amount and pay all interest accrued until the loan amount is repaid and other payments accrued are made in accordance with the terms of the Agreement.

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

Related entity	Grounds on which the entity is related to the transaction
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PJSC Rosseti	the controlling entity of IDGC of Centre, PJSC, simultaneously controlling (indirectly through IDGC of Centre, PJSC and JSC "Sanatorium "Energetik") LLC BryanskElektro, is a party to the deal.
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3. General Director of IDGC of Centre, PJSC:

3.1. When granting the loan, to ensure control over the fulfillment of all conditions provided for in Appendix # 1 to this decision of the Board of Directors.

3.2. To ensure timely repayment of debt under the loan agreement and control over the fulfillment of obligations by the Borrower.

Voting results:

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|-----|------------------------------------|---------------|
| 1. | Alexander Viktorovich Golovtsov | - «AGAINST» |
| 2. | Vitaly Yuryevich Zarkhin | - «ABSTAINED» |
| 3. | Alexander Ivanovich Kazakov | - «FOR» |
| 4. | Daniil Vladimirovich Krainskiy | - «FOR» |
| 5. | Andrey Vladimirovich Mayorov | - «FOR» |
| 6. | Konstantin Alexandrovich Mikhailik | - «FOR» |
| 7. | Alexey Igorevich Pavlov | - «FOR» |
| 8. | Vasiliy Vladimirovich Rozhkov | - «FOR» |
| 9. | Larisa Anatolievna Romanovskaya | - «FOR» |
| 10. | Alexander Viktorovich Shevchuk | - «ABSTAINED» |

Total:

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

Decision is taken.

The member of the Board of Directors of the Company did not participate in voting on this item, I.V. Makovskiy, who is the person acting as 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).

Dissenting opinions were received on this item from members of the Board of Directors of the Company, A.V. Golovtsov, V.Y. Zarkhin and A.V. Shevchuk (Appendices ## 2-4).

Appendices:

1. Additional conditions for the issuance of the loan to LLC BryanskElektro (Appendix # 1).

2. The dissenting opinions from the members of the Board of Directors of the Company, A.V. Golovtsov, V.Y. Zarkhin and A.V. Shevchuk, regarding the item of the agenda of the Board of Directors of the Company (Appendices ## 2-4).

**Chairperson of the Board of
Directors of IDGC of Centre, PJSC**

A.V. Mayorov

**Corporate Secretary
of IDGC of Centre, PJSC**

S.V. Lapinskaya