

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

«22» June 2020

Moscow

No. 28/20

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: **22.06.2020.**

AGENDA:

- 1.** On the consent to enter into a loan agreement between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”, which is a related party transaction.
- 2.** On determination of the position of IDGC of Centre, PJSC on voting of representatives of IDGC of Centre, PJSC in the Board of Directors of JSC “Sanatorium “Energetik” regarding the agenda items of a meeting of the Board of Directors of JSC “Sanatorium “Energetik”:
 - 2.1.** On participation of JSC “Sanatorium “Energetik” in another organization.
 - 2.2.** On conclusion of a loan agreement by JSC “Sanatorium “Energetik”.

Item 1. On the consent to enter into a loan agreement between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”, 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 JSC “Sanatorium “Energetik” is a related party transaction of the controlling person of the Company – PJSC Rosseti, whose controlled entity IDGC of Centre, PJSC is the controlling person of the legal entity (JSC “Sanatorium “Energetik”), which is a party to the transaction.

Decision:

- 1.1. To determine the price of the agreement between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”, which is a related party transaction, in the amount of:
 - funds transferred by IDGC of Centre, PJSC to JSC “Sanatorium “Energetik” under the loan agreement, in the amount not exceeding 340 000 000 (Three hundred forty million) rubles;
 - interest on the loan in the amount of 7,6 % (Seven point six percent) per annum.
- 1.2. To give consent for the conclusion of the transaction - the agreement between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik”, which is a related party transaction, under the following material conditions:

Parties of the Agreement:

«Lender» - IDGC of Centre, PJSC;

«Borrower» - JSC “Sanatorium “Energetik”.

Subject and price of the Agreement:

The Lender transfers to the Borrower’s ownership funds in the amount not exceeding 340 000 000 (Three hundred forty million) rubles, and the Borrower agrees to return the loan amount received with interest as stipulated by the Agreement.

The Borrower pays the Lender interest at the rate of 7,6 % (Seven point six percent) per annum. The calculation and accounting of interest for the use of each tranche is carried out separately.

Interest is calculated in rubles on the amount of money actually received, starting from the day following the day the money is credited to the Borrower's account, up to the date of the actual repayment, including the date of repayment. The interest calculation period is set as the calendar month.

Accrued interest on the loan is paid at a time on the date of final repayment of the loan debt.

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

The Borrower agrees to repay the loan amount with interest no later than 5 years from the date of conclusion of the Agreement.

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

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

Loan disbursement procedure:

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

The Lender has the right to refuse to grant 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 out of court, having notified the Borrower in writing 3 (three) days before the date of the alleged refusal to execute the Agreement. The Agreement shall be deemed terminated after 3 (three) days from the date of receipt by the Borrower of a written notice of refusal to execute the Agreement. In case of termination of the Agreement by the Lender unilaterally out of court, the Borrower shall, on the day of termination of the Agreement, 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 for repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0,1 % (zero point one tenth) of the outstanding loan amount and interest for each day of delay until the full fulfillment of obligations.

Duration of the Agreement:

The Borrower agrees to repay the loan amount with interest no later than 5 years from the date of conclusion of the Agreement.

Persons related to the transaction, and the grounds on which each person is related to the transaction:

– PJSC Rosseti - the controlling person of IDGC of Centre, PJSC, since another controlled entity of PJSC Rosseti (indirectly through IDGC of Centre, PJSC) – JSC “Sanatorium “Energetik”, is a party to the transaction with IDGC of Centre, PJSC.

1.3. General Director of IDGC of Centre, PJSC:

1.3.1. 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 of the Company.

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

1.3.3. Until the full repayment of all issued loans, to provide a quarterly report to the Board of Directors of the Company on transactions performed and the service status of loans issued by IDGC of Centre, PJSC.

Voting results:

1. Alexander Viktorovich Golovtsov - «ABSTAINED»
2. Vitaly Yuryevich Zarkhin - «ABSTAINED»
3. Alexander Ivanovich Kazakov - «FOR»
4. Daniil Vladimirovich Krainskiy - «FOR»

5. Andrey Vladimirovich Mayorov - «FOR»
6. Alexey Igorevich Pavlov - «FOR»
7. Vasilij Vladimirovich Rozhkov - «FOR»
8. Larisa Anatolievna Romanovskaya - «FOR»
9. Alexander Viktorovich Shevchuk - «ABSTAINED»

Total:

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

Decision is taken.

The following members 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);
- K.A. Mikhailik, who was a member of the collegial executive body of the Company (a member of the Management Board) for one year prior to the adoption of the decision (until 31 July 2019)

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

Item 2. On determination of the position of IDGC of Centre, PJSC on voting of representatives of IDGC of Centre, PJSC in the Board of Directors of JSC “Sanatorium “Energetik” regarding the agenda items of a meeting of the Board of Directors of JSC “Sanatorium “Energetik”:

2.1. On participation of JSC “Sanatorium “Energetik” in another organization.

2.2. On conclusion of a loan agreement by JSC “Sanatorium “Energetik”.

Decision regarding item 2.1.:

2.1. To instruct representatives of IDGC of Centre, PJSC in the Board of Directors of JSC “Sanatorium “Energetik” regarding the agenda item of the meeting of the Board of Directors of JSC “Sanatorium “Energetik” «On participation of JSC “Sanatorium “Energetik” in another organization» to vote «FOR» taking the following decision:

2.1.1. To approve the participation of JSC “Sanatorium “Energetik” in BryanskElectro LLC by acquiring 99,999 % (ninety nine point nine hundred ninety nine thousandths) of the authorized capital of BryanskElectro LLC.

Voting results regarding item 2.1.:

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

Total:

«FOR»	- «10»
«AGAINST»	- «0»
«ABSTAINED»	- «1»

Decision regarding item 2.1. is taken.

Decision regarding item 2.2.:

2.2. To instruct representatives of IDGC of Centre, PJSC in the Board of Directors of JSC

“Sanatorium “Energetik” regarding the agenda item of the meeting of the Board of Directors of JSC “Sanatorium “Energetik” «On conclusion of a loan agreement by JSC “Sanatorium “Energetik”» to vote «FOR» taking the following decision:

2.2.1. To approve the conclusion of the loan agreement between IDGC of Centre, PJSC and JSC “Sanatorium “Energetik” under the following material conditions:

Parties of the Agreement:

«Lender» - IDGC of Centre, PJSC;

«Borrower» - JSC “Sanatorium “Energetik”.

Subject and price of the Agreement:

The Lender transfers to the Borrower’s ownership funds in the amount not exceeding 340 000 000 (Three hundred forty million) rubles, and the Borrower agrees to return the loan amount received with interest as stipulated by the Agreement.

The Borrower pays the Lender interest at the rate of 7,6 % (Seven point six percent) per annum.

The calculation and accounting of interest for the use of each tranche is carried out separately.

Interest is calculated in rubles on the amount of money actually received, starting from the day following the day the money is credited to the Borrower’s account, up to the date of the actual repayment, including the date of repayment. The interest calculation period is set as the calendar month.

Accrued interest on the loan is paid at a time on the date of final repayment of the loan debt.

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

The Borrower agrees to repay the loan amount with interest no later than 5 years from the date of conclusion of the Agreement.

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

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

Loan disbursement procedure:

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

The Lender has the right to refuse to grant 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 out of court, having notified the Borrower in writing 3 (three) days before the date of the alleged refusal to execute the Agreement. The Agreement shall be deemed terminated after 3 (three) days from the date of receipt by the Borrower of a written notice of refusal to execute the Agreement. In case of termination of the Agreement by the Lender unilaterally out of court, the Borrower shall, on the day of termination of the Agreement, 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 for repayment of the loan amount, the Borrower shall pay the Lender a penalty in the amount of 0,1 % (zero point one tenth) of the outstanding loan amount and interest for each day of delay until the full fulfillment of obligations.

Duration of the Agreement:

The Borrower agrees to repay the loan amount with interest no later than 5 years from the date of conclusion of the Agreement.

2.3. General Director of IDGC of Centre, PJSC:

2.3.1. To strengthen control over the financial condition of JSC “Sanatorium “Energetik”.

2.3.2. To ensure the availability of positive net assets of JSC “Sanatorium “Energetik” as of 31 December 2020 and at the end of each subsequent reporting year.

Term – annually until the full repayment of debts by JSC “Sanatorium “Energetik” to IDGC of Centre, PJSC under the issued loans.

2.3.3. To ensure that JSC “Sanatorium “Energetik” has sources of loan repayment taking into account accrued interest.

Term – annually until the full repayment of debts by JSC “Sanatorium “Energetik” to IDGC of Centre, PJSC under the issued loans.

Voting results regarding item 2.2.:

- | | |
|---------------------------------------|---------------|
| 1. Alexander Viktorovich Golovtsov | - «ABSTAINED» |
| 2. Vitaly Yuryevich Zarkhin | - «ABSTAINED» |
| 3. Alexander Ivanovich Kazakov | - «FOR» |
| 4. Daniil Vladimirovich Krainskiy | - «FOR» |
| 5. Andrey Vladimirovich Mayorov | - «FOR» |
| 6. Igor Vladimirovich Makovskiy | - «FOR» |
| 7. Konstantin Alexandrovich Mikhailik | - «FOR» |
| 8. Alexey Igorevich Pavlov | - «FOR» |
| 9. Vasily Vladimirovich Rozhkov | - «FOR» |
| 10. Larisa Anatolievna Romanovskaya | - «FOR» |
| 11. Alexander Viktorovich Shevchuk | - «ABSTAINED» |

Total:

«FOR»	- «8»
«AGAINST»	- «0»
«ABSTAINED»	- «3»

Decision regarding item 2.2. is taken.

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

Appendices:

1. Additional conditions for issuing a loan between JSC “Sanatorium “Energetik” (Appendix # 1).
2. The dissenting opinions from the members of the Board of Directors of the Company, A.V. Golovtsov, V.Y. Zarkhin, A.V. Shevchuk on the agenda items 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