

### Statement of material fact

«On holding meeting of the Board of Directors of the issuer, as well as the separate decisions taken by the Board of Directors of the issuer»

### Statement on insider information

«On the agenda of the meeting of the Board of Directors of the issuer, as well as the decisions taken by it»

#### 1. General information

1.1. Full issuer's business name (for non-commercial organization – name)	<b>Interregional Distribution Grid Company of Centre, Joint-Stock Company</b>
1.2. Abbreviated issuer's business name	<b>IDGC of Centre, JSC</b>
1.3. Issuer's location	<b>127018, Moscow, Russia, 2nd Yamskaya, 4</b>
1.4. Primary State Registration Number of the issuer	<b>1046900099498</b>
1.5. Tax payer number of the issuer	<b>6901067107</b>
1.6. Issuer's Unique code, assigned by registering authority	<b>10214-A</b>
1.7. Web page address used by the issuer for information disclosure	<a href="http://www.e-disclosure.ru/portal/company.aspx?id=7985">http://www.e-disclosure.ru/portal/company.aspx?id=7985</a> ; <a href="http://www.mrsk-1.ru/ru/information/">http://www.mrsk-1.ru/ru/information/</a>

#### 2. Contents of the statement

2.1. The quorum of the meeting of the Board of Directors and the voting results:

Total number of members of the Board of Directors: 11 persons. Participants of the meeting: 10 persons. The quorum for all the items is present. Voting results:

Item 1: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 2.

Item 2: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 2.

Item 3: «FOR» - 8; «AGAINST» - 2; «ABSTAINED» - 0.

Item 4: «FOR» - 10; «AGAINST» - 0; «ABSTAINED» - 0.

Item 5: «FOR» - 5; «AGAINST» - 3; «ABSTAINED» - 0.

*One member of the Board of Directors of the Company did not take part in the voting on this item, recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies», and also one member of the Board of Directors of the Company did not take part in the voting on this item, recognized as interested directors in accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies».*

Item 6: «FOR» - 8; «AGAINST» - 0; «ABSTAINED» - 2.

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

*One member of the Board of Directors of the Company did not take part in the voting on this item, recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies».*

Item 8: «FOR» - 7; «AGAINST» - 0; «ABSTAINED» - 0.

*One member of the Board of Directors of the Company did not take part in the voting on this item, recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies», and also two members of the Board of Directors of the Company did not take part in the voting on this item, recognized as interested directors in accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies».*

Item 9: «FOR» - 7; «AGAINST» - 0; «ABSTAINED» - 0.

*One member of the Board of Directors of the Company did not take part in the voting on this item, recognized as a dependent director in accordance with paragraph 3 of Article 83 of the Federal Law «On Joint Stock Companies», and also two members of the Board of Directors of the Company did not take part in the voting on this item, recognized as interested directors in accordance with paragraph 1 of Article 81 of the Federal Law «On Joint Stock Companies».*

2.2. The content of the decisions taken by the Board of Directors of the issuer:

**ITEM 1: On consideration of the report of General Director of the Company «On implementation of the decisions taken at the meetings of the Board of Directors of the Company in 3Q 2014».**

#### **Decision:**

1. To take into consideration the report of General Director of the Company «On implementation of the decisions taken at the meetings of the Board of Directors of the Company in 3Q 2014» in accordance with Appendices # 1 - 5 to this decision of the Board of Directors of the Company.

2. In connection with the decision on the elimination of JSC “Yargorelectroset” (the decision of the sole shareholder dated 23.09.2014 # 21/14), to consider paragraph 3 of the decision of the Board of Directors of the Company, taken on 10.06.2013 (Minutes # 15/13 of 13.06. 2013), void, regarding item # 11.

3. General Director of IDGC of Centre in the future to exclude from the item «On consideration of the report of General Director «On implementation of decisions taken at meetings of the Board of Directors of the Company», submitted on a quarterly basis, information about the execution of the assignment of the Board Directors of the Company (Minutes # 31/13 of 28.12.2013) regarding the item, associated with work on registration of ownership of immovable property, registration/re-registration of rights of use of land taking into account the performance of work in preparing information about the boundaries of protected zones of electrical grid facilities, and to report on this item in the consideration of the report on the execution of the Business Plan of the Company in 2014.

**DECISION IS TAKEN.**

**ITEM 2: On approval of candidatures of insurers of IDGC of Centre.**

**Decision:**

To approve the following candidature as the Company's insurer:

Type of insurance	Insurance company	Period of insurance
Compulsory insurance of civil liability of the owner of a hazardous facility for injury in an accident at the hazardous facility	SOGAZ	01.01.2015-31.12.2015

**DECISION IS TAKEN.**

**ITEM 3: On approval of the Program of insurance coverage of IDGC of Centre for 2015.**

**Decision:**

To approve the Program of insurance coverage of the Company for 2015 in accordance with Appendix # 6 to this decision of the Board of Directors of the Company.

**DECISION IS TAKEN.**

**ITEM 4: On amendment of the Registry of non-core assets of IDGC of Centre.**

**Decision:**

To amend the Registry of non-core assets of IDGC of Centre in accordance with Appendix # 7 to this decision of the Board of Directors of the Company.

**DECISION IS TAKEN.**

**ITEM 5: On approval of a service agreement to maintain reference data, concluded between IDGC of Centre and IT Energy, which is a related party transaction.**

**Decision:**

In recognition of IT Energy won the open competitive negotiations for the right to enter into an agreement to provide services to maintain reference data:

1. To determine that the cost of services under the Agreement to maintain reference data, concluded between IDGC of Centre and IT Energy, is 41 705 856,28 (Forty-one million seven hundred and five thousand eight hundred fifty-six) rubles 28 kopecks, including VAT 18% 6 361 910,28 (Six million three hundred sixty-one thousand nine hundred ten) rubles 28 kopecks.

2. To approve the Agreement to maintain reference data, concluded between IDGC of Centre and IT Energy, which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

«Customer» - IDGC of Centre

«Contractor» - IT Energy

**Scope of the Agreement:** Contractor undertakes under an instruction of Customer to provide services to maintain reference data (the Reference Data System) and update the directory of individual debtors/creditors in the Reference Data System for the needs of IDGC of Centre (Belgorodenergo, Bryanskenergo, Voronezhenergo, Kostromaenergo, Kurskenergo, Lipetskenegero, Orelenergo, Smolenskenergo, Tambovenergo, Tverenergo and Yarenergo), according to the List of services (Appendix # 1 to the Agreement), which is an integral part of the Agreement, and Customer agrees to accept these services and pay for them.

The scope and level of services is defined in the Agreement on the level of services provision (Appendix # 2 to the Agreement), which is an integral part of the Agreement.

**Price of the Agreement:** The total cost of services under the Agreement amounts to 41 705 856,28 (Forty-one million seven hundred and five thousand eight hundred fifty-six) rubles 28 kopecks, including VAT 18% 6 361

910,28 (Six million three hundred sixty-one thousand nine hundred ten) rubles 28 kopecks, including a breakdown by the services:

- the service cost of maintaining the Reference Data System is 40 394 019,60 (Forty million three hundred ninety-four thousand and nineteen) rubles 60 kopecks, including 18% VAT 6 161 799,60 (Six million one hundred sixty-one thousand seven hundred ninety-nine) rubles 60 kopecks;
- the cost of providing services to update the directory of individual debtors/creditors in the Reference Data System is 1 311 836,68 (One million three hundred eleven thousand eight hundred thirty-six) rubles 68 kopecks, including 18% VAT 200 110,68 (Two hundred thousand one hundred and ten) rubles 68 kopecks.

The cost of services, including the cost of services for each branch of Customer, is determined in accordance with the Contractual Price Agreement Protocol for the services to maintain the reference data of IDGC of Centre (Appendix # 5 to the Agreement).

**Service performance time:**

The service performance time is determined in accordance with Appendix # 1 to the Agreement, which is an integral part of the Agreement.

**Duration of the Agreement:**

The Agreement shall enter into force upon signature by both Parties and is valid until 30.11.2017, subject to full execution of their obligations under the Agreement. The Agreement shall apply to the relations between the parties arising from 01.12.2014.

**DECISION IS TAKEN.**

**ITEM 6: On prior approval of the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a kindergarten, located at the address: Kursk, Razin str., 8.**

**Decision:**

To approve the decision made by the Company of a transaction, involving the alienation of immovable property, which constitutes fixed assets that are not used for generation, transmission, dispatch and distribution of electrical and heat energy – a kindergarten, located at the address: Kursk, Razin str., 8 on the following essential conditions:

- the alienated property - with additions and a porch (the facility scope is determined with its technical certificate), purpose: non-residential, a total area of 935,6 sq. m., letter: A, a, a 1, floor: 2, the year of commissioning – 1971, located at the address: Kursk, Razin str., 8;
- the book (residual) value of the alienated property as of 01.04.2014 is 2 128 839 (Two million one hundred twenty-eight thousand eight hundred thirty-nine) rubles 09 kopecks;
- the method of disposal of the property: under an agreement of gratuitous transfer of the property to municipal ownership of the municipality «City of Kursk».

**DECISION IS TAKEN.**

**ITEM 7: On approval of Amendment to Agreement to provide treasury services dated from 18.04.2011 #7700/00047/11/1791, concluded between IDGC of Centre and JSC “Yargorelectroset”, which is a related party transaction.**

**Decision:**

To approve the Amendment to Agreement to provide treasury services dated from 18.04.2011 #7700/00047/11/1791, concluded between IDGC of Centre and JSC “Yargorelectroset”, which is a related party transaction, on the following essential conditions:

**Parties of the Amendment:**

- «Contractor» - IDGC of Centre;
- «Customer» - JSC “Yargorelectroset”.

**Scope of the Amendment:**

««The Parties» have concluded the Amendment to Agreement from 18.04.2011 #7700/00047/11/1791 to make the following changes and additions:

1. Paragraph 3.1. of the Agreement to read in the following edition:

«3.1. The cost of the Services specified in clause 1.1. of this Agreement for the period from 01.03.2011 to 31.12.2015 (inclusive) is 2 420 000,00 (Two million four hundred and twenty thousand) rubles, including 18% VAT of 362 351,88 (Three hundred sixty-two thousand three hundred fifty-one 88/100) ruble, and can be changed during the duration of the Agreement as agreed by the parties with the amendment in the scope of services rendered».

2. Paragraph 3.2. of the Agreement to read in the following edition:

«3.2. The cost of services per month in the period from 01.03.2011 to 31.12.2014 is 50 000,00 (fifty thousand) rubles, including 18% VAT of 7 627,12 (Seven thousand six hundred twenty seven 12/100) rubles.

The cost of services per month in the period from 01.01.2015 to 31.12.2015 (inclusive) is 10 000,00 (ten thousand) rubles, including 18% VAT of 1 525,42 (One thousand five hundred twenty-five 42/100) rubles»

3. Paragraph 3.3. of the Agreement to read in the following edition:

«3.3. The monthly payment for the Services, specified in clause 3.2. of the Agreement, is made by Customer by transferring funds to the account of Contractor until the 3rd day of the month following the settlement one in the amount of 100% of the cost per month as specified in paragraph 3.2. of the Agreement».

4. Paragraph 10.1. of the Agreement to read in the following edition:

«10.1. This Agreement shall enter into force on the day it is signed by both parties and is valid until 31 December 2015 (inclusive). The validity of this Agreement applies to relation of the Parties actually arising from 01.03.2011».

**DECISION IS TAKEN.**

**ITEM 8: On approval of an agreement on the purchase and sale of property, which constitutes fixed assets that are used for generation, transmission, dispatch and distribution of electrical and heat energy, concluded between IDGC of Centre and TGC-2, which is a related party transaction.**

**Decision:**

1. To determine the cost of property, which constitutes fixed assets that are used for generation, transmission, dispatch and distribution of electrical and heat energy, acquired under the purchase and sale of property agreement, concluded between the Company and TGC-2, which is a related party transaction, in the amount of 11 132 002 (Eleven million one hundred thirty-two thousand and two) rubles 00 kopecks, including VAT (18%) in the amount of 1 698 102 (One million six hundred ninety-eight thousand one hundred and two) rubles 00 kopecks.

2. To approve the property purchase, which constitutes fixed assets that are used for generation, transmission, dispatch and distribution of electrical and heat energy, under the purchase and sale of property agreement, which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

Seller - JSC "Territorial Generating Company #2",

Buyer - Interregional Distribution Grid Company of Centre, Joint-Stock Company.

**Scope of the Agreement:**

Seller shall transfer to Buyer, and Buyer agrees to accept and pay for the following property: the modular modernized package transformer substation PTSM (M) type 110-4/6 kV «Tenino» (inventory number of Seller 111003142), located at the address: Yaroslavl region, Yaroslavl district, Bekrenevsky rural district, the station of Tenino, 2 (hereinafter - the Property), in the scope in accordance with Appendix # 8 to this decision of the Board of Directors.

**Price of the Agreement:**

The cost of acquisition of the property is equal to 11 132 002 (Eleven million one hundred thirty-two thousand and two) rubles 00 kopecks, including VAT (18%) in the amount of 1 698 102 (One million six hundred ninety-eight thousand one hundred and two) rubles 00 kopecks.

**Property title transfer:**

The property title is transferred in accordance with the legislation of the Russian Federation.

**DECISION IS TAKEN.**

**ITEM 9: On approval of an agreement on the lease of a part of a plot of land, on which the modular modernized package transformer substation PTSM (M) type 110-4/6 kV «Tenino» is located and required for its operation, located at the address: Yaroslavl region, Yaroslavl district, Bekrenevsky rural district, the station of Tenino, 2, concluded between IDGC of Centre and TGC-2, which is a related party transaction.**

**Decision:**

1. To determine the price of temporary possession and use of a part of a plot of land, occupied by the equipment of the modular modernized package transformer substation PTSM (M) type 110-4/6 kV «Tenino» and necessary for its operation, located at the address: Yaroslavl region, Yaroslavl district, Bekrenevsky rural district, the station of Tenino, 2, under a lease agreement, concluded between IDGC of Centre and TGC-2, which is a related party transaction, in the amount of 5 218,69 (Five thousand two hundred and eighteen) rubles 69 kopecks, including 18% VAT - 796,07 (Seven hundred and ninety-six) rubles 07 kopecks per month, which is 57 405,59 (Fifty-seven thousand four hundred and five) rubles 59 kopecks, including 18% VAT - 8 756,78 (Eight thousand seven hundred and fifty-six) rubles 78 kopecks, for the entire term of the lease of the part of the plot of land (11 months).

The rent includes the cost for the land plot security (Appendix # 2 to the Agreement).

2. To approve the agreement on the lease of the part of the plot of land, occupied by the equipment of the modular modernized package transformer substation PTSM (M) type 110-4/6 kV «Tenino» and necessary for its operation, located at the address: Yaroslavl region, Yaroslavl district, Bekrenevsky rural district, the station of Tenino, 2, concluded between IDGC of Centre and TGC-2, which is a related party transaction, on the following essential conditions:

**Parties of the Agreement:**

IDGC of Centre - Lessee;

TGC-2 - Lessor.

**Scope of the Agreement:**

Lessor agrees to transfer to Lessee for the temporary use and possession of the part of the plot of land with its area of 1,621.5 sq.m. of the plot of land with its total area of 10,7263.00 sq.m., cadastral number 76:17:204401:314, located at the address: Yaroslavl region, Yaroslavl district, Bekrenevsky rural district, the station of Tenino, 2, within the limits set forth in the Layout Plan of the plot of land, which is an integral part of the agreement (Appendix #1 to the Agreement). The transfer to the lease is made for the purpose of operation of the modular modernized package transformer substation PTSM (M) type 110-4/6 kV «Tenino».

**Payments and settlements under the Agreement:**

The rent for the use of the plot of land, transferred to the lease under the agreement, is: 5 218,69 (Five thousand two hundred and eighteen) rubles 69 kopecks per month, including 18% VAT - 796,07 (Seven hundred and ninety-six) rubles 07 kopecks per month.

The total rent for 11 months is: 57 405,59 (Fifty-seven thousand four hundred and five) rubles 59 kopecks, including 18% VAT - 8 756,78 (Eight thousand seven hundred and fifty-six) rubles 78 kopecks.

The rent includes the cost for the land plot security (Appendix #2 to the Agreement).

The rent is paid monthly, by transferring funds to the account of Lessor in advance, until the 20th day of the month preceding the settlement one.

**Duration of the Agreement:**

The Agreement shall enter into force upon signature by both parties and is valid for 11 months, and in part of fulfillment of the obligations - till their complete execution.

If one month before the expiry of the agreement, neither party notifies in writing of the intention to terminate it, then the Agreement is considered to be renewed on the same conditions for the same period.

**DECISION IS TAKEN.**

2.3. Date of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **15.12.2014.**

2.4. Date of drawing up and number of minutes of meeting of the Board of Directors of the issuer, at which the relevant decisions were taken: **Minutes # 28/14 of 17.12.2014.**

**3. Signature**

3.1. Director of Corporate Governance –  
Head of corporate governance and interaction  
with shareholders Department, acting under  
power of attorney # D-CA/32 of 22.01.2014

\_\_\_\_\_ (signature)

O.A. Kharchenko

Stamp here.

3.2. Date «17» December 2014.