

**APPROVED BY**

By the decision of the Board of Directors  
of IDGC of North-West, PJSC  
dated 28.04.2020  
(Minutes dated 28.04.2020 No. 362/39)

The reliability of the data is confirmed  
by the decision of the Auditing Commission  
of IDGC of North-West, PJSC  
dated 15.04.2020  
(Minutes dated 15.04.2020 No. 3)

**REPORT**

**on Company's Interested Party Transactions Settled in 2019**

**by IDGC of North-West, PJSC**

General Director  
of IDGC of North-West, PJSC

/signature /A.Yu. Pidnik

Saint Petersburg  
2020

**Details of interested party transactions, the amount of which was less than 2 % of the book value of assets**

Item No.	Transaction date	Date of approval (receipt of consent for the transaction)	The body of the Company that made the decision to grant consent for the transaction	Subject of the transaction and its essential terms	Information about Parties having interest in the transaction and grounds of interest
1.	08.05.2019	01.04.2019	Decision of the Board of Directors of IDGC of North-West, PJSC dated 01.04.2019 (Minutes No. 313/26 dated 04.04.2019)	<p><b>Agreement name:</b> The Settlement Agreement between IDGC of North-West, PJSC and Energoservice of North-West, JSC as part of the matter of bankruptcy of Energoservice of North-West, JSC No. A56-88553/2017</p> <p><b>Parties:</b> IDGC of North-West, PJSC, PJSC (Judgement creditor); Energoservice of North-West, JSC (Debtor).</p> <p><b>Subject of the transaction:</b> 1. The Parties confirm that the debt of the Debtor to the Judgment creditor: 1.1. included in the list of creditors of the Debtor amounts to: 1) 19,587,832 rubles 43 kopeck (nineteen million five hundred eighty-seven thousand eight hundred thirty-two rubles 43 kopeck) based on the decision of the AC for SPb and LO dated 28.03.2018 on including the claim of Spectr-Engineering, LLC in the list of creditors of the Debtor, decision of the AC for SPb and LO dated 14.09.2018 on procedural succession of the initial creditor on the Judgment creditor; 2) 98,660,686 rubles 70 kopeck (ninety-eight million six hundred sixty thousand six hundred eighty-six rubles 70 kopeck), of which: 65,671,176.61 rubles are a debt under the money loan with interests No. 1 from 11.11.2011, 32,939,510.09 rubles are interests for using a loan amount for</p>	<p><b>Rosseti, PJSC</b> is the controlling person of IDGC of North-West, PJSC (direct control – owns more than 50 % of voting shares) and Energoservice of North-West, JSC (indirect control, involving a controlled entity – owns 100 % of voting shares), being the parties under the transaction;</p> <p><b>Denis Vladimirovich Yagodka</b> being at the same time the member of the Management Board of IDGC of North-West, PJSC and the member of the Board of Directors of</p>

		<p>Article 83 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”.</p>	<p>the period from January 01, 2012 to December 13, 2017, and 50,000 rubles of the interest for the late payment of the interest for use of the loan amount for the period from February to April, 2012, based on the decision of the AC for SPb and LO dated 03.07.2018 on including the claim of the Judgement creditor in the list of creditors of the Debtor.</p> <p>Total: 118,248,519.13 rubles (one hundred eighteen million two hundred forty-eight thousand five hundred nineteen rubles 13 kopeck).</p> <p>1.2 1,439,818.06 rubles of the interest for use of the loan amount in the amount of 65,671,176.61 rubles for the period from 14.12.2017 to 21.03.2018, on the basis of the rate in the amount of 8.25 % per annum, stipulated by the Loan Agreement with the interest No. 1 dated 11.11.2011 by 31.12.2019.</p> <p>1.3. 5,060,279.02 rubles of moratorium interest according to the Clause 4 of Article 63 of the Bankruptcy Law for the principal amount of loan in the amount of 65,671,176.61 rubles, included into the list of claims of Energoservice of North-West, JSC for the period from 21.03.2018 (start date of the inspection) to the date of approval of the Settlement Agreement (no later than 31.03.2019) in the amount of 7.5 % per annum (the key rate of the Central Bank of the Russian Federation, which was in effect at the start date of the inspection) until 31.12.2019. In case of transfer of the date of approval of the Settlement Agreement, the parties recalculate the interest upwards or downwards, respectively.</p> <p>Total amount of the debt if 124,748,616.21 rubles (one hundred twenty-four million seven hundred forty-eight thousand six hundred sixteen rubles 21 kopeck).</p> <p>2. All the requirements specified in Clause 1 of the Settlement Agreement are third-priority claims. The claims of the first and second priority creditors by the time of the conclusion of this Settlement Agreement are satisfied.</p> <p>3. The Debtor undertakes to pay the above amounts of debt to the c creditor in accordance with the Schedule of Satisfying</p>	<p>Energoservice of North-West, JSC;</p> <p><b>Vadim Nikolayevich Fedorov</b> being at the same time the member of the Management Board of IDGC of North-West, PJSC and the member of the Board of Directors of Energoservice of North-West, JSC.</p>
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		<p>Claims in accordance with Appendix No. 4 to this decision of the Board of Directors of the Company.</p> <p>4. For the use of the loan amount in the amount of 65,671,176.61 rubles included in the list of creditors of Energoservice of North-West, JSC, from the date of approval of the Settlement Agreement to the date of actual return of the loan amount, the Debtor undertakes to pay an interest of 8.25 % (eight point twenty five percent) per annum to the Judgement creditor , provided for by the Loan Agreement with interest No. 1 dated 11.11.2011. If the Central Bank of the Russian Federation set the key interest rate of more than 8.25 % per annum, the interest on the loan is payable by the Debtor in accordance with the increased key interest rate. The interest rate on the loan is considered to be changed from the moment of changing the key rate set by the Central Bank of the Russian Federation, but not less than 8.25 % per annum. In case of setting the interest rate below 8.25 % per annum, interest on the loan is charged and paid at the rate of 8.25 % per annum.</p> <p>The interest provided for in this Clause shall be payable starting from 2019 annually, no later than December 31 of the next calendar year.</p> <p>Other interest, including those established by Clause 2 of Article 156 of the Bankruptcy Law, and sanctions on the amount of the claims of the Judgement creditor included in the list of creditors of Energoservice of North-West, JSC and repayable in accordance with this Settlement Agreement are not charged.</p> <p><b>Price:</b> 124,748,616.21 rubles (one hundred twenty-four million seven hundred forty-eight thousand six hundred sixteen rubles 21 kopeck).</p> <p>Also, Energoservice of North-West, JSC (Debtor) shall pay IDGC of North-West, PJSC (Judgement Creditor) interest as provided for by Clause 4 of the Settlement Agreement.</p>	
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2.	28.06.2019	27.06.2019	Decision of the Board of Directors of IDGC of North-West, PJSC dated 27.06.2019 (Minutes No. 325/2 dated 01.07.2019)	<p><b>Agreement name:</b> Supplementary Agreement No. 2 to the Agency Agreement with Pskovenergoagent, JSC dated 26.04.2017 No. PSK3/291/17</p> <p><b>Parties:</b> IDGC of North-West, PJSC (Principal); Pskovenergoagent, JSC (Agent).</p> <p><b>Subject of the transaction:</b> Paragraph 1 of Clause 5.1. of the Contract shall be stated as follows: “The Principal shall pay the Agent a fee for contract execution by the Agent. The monthly base amount of the agency fee in the period since 01.01.2019 until 31.12.2019 shall be 16,528,553.10 (sixteen million five hundred twenty-eight thousand five hundred fifty-three) rubles 10 kopecks, including VAT 2,754,758.85 rubles.”</p> <p>The Parties of the Agreement shall be governed by the norms and provisions of the applicable law of the Russian Federation concerning all the issues not resolved within the text and conditions hereof, but expressly or implicitly arising out of the parties’ relations hereunder affecting the property interests and goodwill of the contract parties, in light of necessity to protect their rights and interests protected by law.</p> <p>The Agreement shall be deemed executed on the date when the Principal who has submitted an offer inter alia by e-mail or fax receives (by e-mail or fax) a scanned/hard copy of the Agreement signed by the Agent without disagreements and without putting a date on the first sheet of the Agreement.</p> <p>The Agent undertakes to send the signed original Agreement to the Principal within 3 (three) working days from the date of its signing without putting a date on the first sheet of the Agreement.</p> <p>Until receipt of the original Agreement, its scanned copies/copies shall be considered equivalent to the original.</p> <p>The Principal undertakes to indicate the date of receipt of a scanned copy/copy of the Agreement on the first (title) sheet of</p>	<p><b>Rosseti, PJSC</b> is a controlling entity entitled, by virtue of participation in a controlled entity, to directly dispose of more than 50 percent of the votes in the top management body of IDGC of North-West, PJSC and to indirectly (via its controlled entity) dispose of more than 50 percent of the votes in the top management body of Pskovenergoagent, JSC, which are parties to the transaction.</p>
<p>On 31.05.2019, a notice was sent to persons referred to in Clause 1 of Article 81 of the Federal Law of 26.12.1995 No. 208-FZ “On Joint-Stock Companies”, no later than fifteen days before the date of the transaction, about an interested-party transaction.</p> <p>The requirement to hold a meeting of the Board of Directors of IDGC of North-West, PJSC was received from the member of the Board of Directors Aleksey Nikolayevich Zharikov on 04.06.2019 to resolve the issue of obtaining consent to enter into a transaction in interest from the persons specified in Clause 1 of Article 83 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”.</p>					

		<p>the Agreement from the counterparty as the date of the Agreement, as well as the number of the Agreement assigned by the Agent, and within 5 (five) working days to send a scanned copy of the Agreement with the number and date of its conclusion (the date of the Agreement) to the Agent by e-mail or fax. Sending of a scanned copy/copy of the Agreement, information on the date of receipt of this scanned copy/copy shall be carried out by the Parties to the addresses (email, fax) specified in the details of the Parties to this Agreement.</p> <p>The Agreement number and the date indicated by the Principal on the title sheet of the Agreement shall be recognized by the Parties as the date of conclusion of the Agreement (date of the Agreement) and its number, and further used as details of the Agreement in all legally significant, including accounting (primary) documents, formed during the execution of the Agreement.</p> <p>The Agreement shall cover relationships of the Parties having originated since 01.01.2019.</p> <p><b>Price:</b></p> <p>The monthly basic agency fee amount for the period since 01.01.2019 until 31.12.2019 shall be: 16,528,553.10 (sixteen million five hundred twenty-eight thousand five hundred fifty-three) rubles 10 kopecks, including VAT 2,754,758.85 rubles.</p> <p><b>Other essential conditions:</b></p> <p>Determine that the total amount of the agency fee under Agency Contract between IDGC of North-West, JSC and Pskovenergoagent, JSC No. PSK3/291/17 dated 26.04.2017 (hereinafter referred to as the Contract), taking into account Supplement Agreements, may not be 10 or more percent of the book value of assets of IDGC of North-West, JSC, according to its financial statements as of the latest reporting date.</p>	
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**Details of interested party transactions, the amount of which was 2 % or more of the book value of assets:**

<b>Item No.</b>	<b>Transaction date</b>	<b>Date of approval (receipt of consent for the transaction)</b>	<b>The body of the Company that made the decision to grant consent for the transaction</b>	<b>Subject matter of the transaction and its essential terms</b>	<b>Information about a person (persons) having interest in the transaction, grounds of interest and equity stake in the Issuer and the counterparty</b>
<p>Related party transactions, the amount of which amounted to 2 % or more of the book value of assets in 2019, were not concluded by the Company.</p>					