

APPROVED BY
the Board of Directors
of IDGC of North-West, PJSC
____.____.2019 (Minutes No. ____/____)

REPORT
on Company's interested party transactions
settled in 2018 by IDGC of North-West, PJSC.

General Director of
IDGC of North-West, PJSC

/Signature/

A.Yu. Pidnik

Saint Petersburg
2019

Information on transactions made by IDGC of North-West, PJSC in 2018, recognized in accordance with the legislation of the Russian Federation as interested-party transactions, approved by the authorized management body of IDGC of North-West, PJSC

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.	01.02.2018 No. 67/79/18	29.12.2017 On 20.12.2017, a notice was sent to persons referred to in paragraph 1 of Art. 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. Requirements to hold a meeting of the Board of Directors of IDGC of North-West, PJSC were received from members of the Board of Directors Aleksey Nikolaevich Zharikov on 21.12.2017 and Roman Alekseyevich Filkin on 26.12.2017 to resolve the issue of obtaining consent to enter into a transaction in interest from the persons specified in paragraph 1 of Art. 83 of the Federal Law dated December 26, 1995 No. 208-FZ "On Joint-Stock Companies".	The Board of Directors of IDGC of North-West, PJSC dated 29.12.2017 (minutes No. 264/19 dated 29.12.2017)	<p>Agreement name: Agreement for provision of services on arrangement of functioning and development of electric power grid complex between IDGC of North-West, PJSC and Rosseti, PJSC</p> <p>Parties: IDGC of North-West, PJSC – the Customer; Rosseti, PJSC – the Performer.</p> <p>Beneficiary(-ies): -</p> <p>Subject of the transaction: The Performer undertakes to provide to the Customer the service for functional organization and development of the Customer's electric power grid complex in accordance with the terms and conditions of the Agreement while the Customer undertakes to accept and pay for the service in accordance with the terms and conditions of the Agreement.</p> <p>Price: The Performer's service cost per one year shall make up to 119,660,483 (One hundred and nineteen million six hundred and sixty thousand four hundred and eighty three) rubles 61 kopeks, and VAT (18%) of 21,538,887 (Twenty one million five hundred thirty eight thousand eight hundred and eighty seven) rubles 05 kopeks.</p>	<p>Rosseti, PJSC is at the same time a controlling person of IDGC of North-West, PJSC and a party to the transaction.</p>

				<p>The cost of the service provided by Rosseti, PJSC under the agreement for provision of services on arrangement of functioning and development of electric power grid complex may be revised.</p> <p>Service provision period: 01.01.2018 – 31.12.2020</p> <p>Agreement duration: The Agreement shall take effect from the moment of its signature by the Parties and remain in force till December 31, 2020, to the extent of accounts settlement – until complete discharge of the obligations assumed by the Parties.</p>	
2.	27.02.2018 No. 99/125/18	02.02.2018	Board of Directors of IDGC of North-West, PJSC dated 02.02.2018 (minutes No. 265/20 dated 05.02.2018)	<p>Agreement name: Agreement for the paid rendering of services of technical supervision between IDGC of North-West, PJSC and Rosseti, PJSC</p> <p>Parties: IDGC of North-West, PJSC – the Customer; Rosseti, PJSC – the Performer.</p> <p>Subject of the transaction: The Customer instructs and the Contractor assumes the obligation to arrange technical supervision at electrical grid complex facilities of the Customer, including newly constructed, reconstructed and technically re-equipped facilities (hereinafter referred to as the Facilities), and the Customer undertakes to accept these services and pay for them.</p> <p>For purposes of creating the conditions required for activities of the Performer’s personnel immediately engaged in provision of services at the Customer’s facilities, the Customer shall provide to the Contractor (for a valuable consideration and throughout the validity term of the Contract) work stations (premises) furnished and fitted out with computer and business machinery, office equipment, communication means, fixed communication and Internet services and stationery.</p>	<p>Rosseti, PJSC is at the same time a controlling person of IDGC of North-West, PJSC and a party to the transaction.</p>
			<p>On 11.12.2017, a notice was sent to persons referred to in paragraph 1 of Art. 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 Roman Alekseyevich Filkin on 20.12.2017 to resolve the issue of obtaining consent to enter into a transaction in interest from the persons specified in paragraph 1 of Art. 83 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”.</p>		

Price:

The cost of the Performer's services under the Agreement for the calendar year is RUB 28,413,000 (Twenty eight million four hundred and thirteen thousand rubles 00 kopeks), and VAT 18% in the amount of RUB 5,114,340 (Five million one hundred fourteen thousand three hundred and forty rubles 00 kopeks) to be calculated in accordance with the legislation of the Russian Federation.

The cost of the Customer's services under the Contract for the calendar year is RUB 1,230,251 (One million two hundred thirty thousand two hundred and fifty one rubles 16 kopeks), and VAT 18% in the amount of RUB 221 445 (Two hundred twenty one thousand four hundred and forty five rubles 21 kopeks) to be calculated in accordance with the legislation of the Russian Federation.

Specify that the cost of services under the Contract for provision of paid services for the implementation of technical supervision shall not be equal to or in excess of 10 per cent of the book value of assets of IDGC of North-West, PJSC according to their accounting statements as of the most recent reporting date.

Service provision period:

01.01.2018 – 31.12.2020

Agreement duration:

The Contract shall come into effect upon signature by the both Parties and remain in force until the Parties discontinue proper discharge of their obligations based on the Contract.

The Contract shall cover the Parties' relationship having originated since 01.01.2018.

In the event that neither of the Parties has notified the other party about the termination of the Contract 30 (thirty) calendar days prior to the end date of the term of services provision under the Contract, the term of services provision under the Contract is extended by 1 (one) calendar year, without limiting the number of such extensions.

3.	05.06.2018 No. 1	<p>On 10.04.2018, a notice was sent to persons referred to in paragraph 1 of Art. 81 of the Federal Law dated 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>No requirements to hold a meeting of the Board of Directors of IDGC of North-West, PJSC were received from members of the Board of Directors to resolve the issue of obtaining consent to enter into a transaction in interest from the persons specified in paragraph 1 of Art. 83 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”.</p>	<p>Agreement name: Supplementary Agreement No. 1 to the Agency Agreement with Pskovenergoagent, OJSC dated 26.04.2017 No. PSK3/291/17</p> <p>Parties: IDGC of North-West, PJSC (Principal); Pskovenergoagent, OJSC (Agent);</p> <p>Beneficiary(-ies): -</p> <p>Subject of the transaction:</p> <p>1. 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 from 01.01.2018 to 31.12.2018 shall be 15,597,962.77 (fifteen million five hundred ninety seven thousand nine hundred sixty two) rubles 77 kopecks, incl. VAT 2,379,350.25 rubles.”</p> <p>2. The Parties of this 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>3. The present 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>Rosseti, PJSC 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, OJSC, which are parties to the transaction.</p> <p>Vadim Nikolayevich Fedorov was a member of the Management Board of IDGC of North-West, PJSC, held a position in the management bodies of a legal entity being a party to the transaction: he is the Chairman of the Board of Directors of Pskovenergoagent, OJSC.</p>
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			<p>The Principal undertakes to indicate the date of receipt of a scanned copy/copy of the Agreement on the first (title) sheet of 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>4. The Agreement shall cover relationships of the Parties having originated since 01.01.2018.</p> <p>Price:</p> <p>The monthly basic agency fee amount for the period from 01.01.2018 to 31.12.2018 is: 15,597,962.77 (fifteen million five hundred ninety-seven thousand nine hundred sixty-two rubles 77 kopecks), including VAT 2,379,350.25 rubles.</p> <p>Agreement duration:</p> <p>The Agreement shall cover relationships of the Parties having originated since 01.01.2018.</p>	
4.	25.09.2018 No. 377/556/ 18	On 13.06.2018, a notice was sent to persons referred to in paragraph 1 of Art. 81 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”, no later than fifteen days before the date of the transaction, about an	<p>Agreement name:</p> <p>Agreement for supply activities, performance of works in the framework of implementation of 10 kV commercial metering points at the border of balance sheet ownership with the organization of remote data</p>	Rosseti, PJSC is the controlling entity of IDGC of North-West PJSC, which is also the controlling entity of FOCL OTL Management

		<p>interested-party transaction.</p> <p>No requirements to hold a meeting of the Board of Directors of IDGC of North-West, PJSC were received from members of the Board of Directors to resolve the issue of obtaining consent to enter into a transaction in interest from the persons specified in paragraph 1 of Art. 83 of the Federal Law dated 26.12.1995 No. 208-FZ “On Joint-Stock Companies”.</p>	<p>collection between IDGC of North-West, PJSC and FOCL OTL, JSC.</p> <p>Parties to the Contract: IDGC of North-West, PJSC – the Customer; Directorate for Fiber Optic Communication Lines on Overhead Transmission Lines, JSC – the Performer.</p> <p>Beneficiaries: -</p> <p>Subject of the Agreement: The Customer shall instruct, and the Performer shall undertake, in accordance with the Terms of Reference, to deliver the Equipment, as well as perform a set of works on implementation of 10 kV commercial metering points at the border of balance sheet ownership with the organization of remote data collection on the design, installation, commissioning of the Equipment in accordance with the Customer’s infrastructure with the terms of the Agreement.</p> <p>Stipulated price: The marginal cost of the Agreement, including the Additional Agreements, shall not exceed 359,454,550 (three hundred fifty-nine million four hundred fifty-four thousand five hundred fifty) rubles 00 kopecks, including taxes, fees, and shall be defined as the sum of the actual values of all Additional Agreements concluded as part of the execution of the Agreement, the cost of which is set on the basis of unit prices set in the annex to this Notice.</p> <p>In addition, the marginal cost of the Agreement shall include other expenses of the Performer, including: necessary taxes, duties, fees and other payments in accordance with the current legislation of the Russian Federation, expenses related to warranty service of the Equipment, costs associated with sending a specialist to the Contractor hereunder, the price of the equipment supplied, including the cost of the Equipment, its packaging, delivery, insurance (at the time of delivery), unloading at the place of delivery of the Equipment.</p>	<p>JSC, which is a party to the transaction.</p> <p>Olga Andreevna Sergeeva is a Chairman of the Board of Directors of IDGC of North-West PJSC, holds a position in the management body of a legal entity that is a party to the transaction and is the Chairman of the Board of Directors of FOCL OTL Management JSC.</p>
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			<p>The Agreement price shall not be equal to or in excess of 10 per cent of the book value of assets of IDGC of North-West, PJSC according to their accounting statements as of the most recent reporting date.</p> <p>Agreement duration: The Agreement shall come into effect upon signature and remain in force until 01.01.2022.</p>	
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Details of interested party transactions, the amount of which was 2% or more of the book value of assets:

In 2018, these transactions were not committed by the Company.