

APPROVED BY  
the Board of Directors of  
IDGC of the North-West, PJSC  
dated 03.05.2018 (Minutes No. 279/34)

**Report on the Transactions Concluded by IDGC of the North-West, PJSC in 2017  
Being Interested Party Transactions**

Item No.	Contract name and its execution date	Information about the transaction and the person(s) (entities) interested therein	Subject matter of the transaction and its essential terms
1.	Contract dated 18.01.2017, registration No. 541/41/17 on contracting by and between IDGC of the North-West, PJSC and Lenenergospetsremont, CJSC	<p>The persons (entities) interested in the transaction and affiliation (Clause 1, Article 81 of the Federal Law on Joint-Stock Companies):</p> <p>Rosseti, PJSC is a shareholder of IDGC of the North-West, PJSC, owning more than 20% of the voting shares of the Company whose affiliated company Lenenergo, PJSC owns 100% of the voting shares of Lenenergospetsremont, CJSC, which is a party to the transaction.</p> <p><i>The transaction approval was carried out in accordance with the requirements of the Federal Law on Joint-Stock Companies in the version effective until 01.01.2017 (IDGC of the North-West, PJSC had no obligation to send a notice and receive a requirement to obtain consent of the authorized management body of the Company for executing the transaction).</i></p> <p><i>The transaction was approved by the Board of Directors of IDGC of the North-West,</i></p>	<p><b>Parties to the Contract:</b>  IDGC of the North-West, PJSC as the Contractor;  Lenenergospetsremont, CJSC as the Customer.</p> <p><b>Subject Matter of the Contract:</b>  Pursuant to the Contract, the Contractor shall, as assigned by the Customer, perform the works at the electric power facilities of Lenenergo, PJSC “Vyborg Electric Grids” based on the Bids within the established time period and deliver the work result to the Customer, and the Customer shall accept that work result and pay for it pursuant to the procedure as established by the Contract.</p> <p>Work specification, scope, delivery time and end result shall be specified in the Bids of the Customer. The bid form is set forth in Appendix No. 1 to the Contract.</p> <p><b>Contract Price:</b>  The cost of works under the Contract shall be limited by a maximum amount of RUB 150,000,000.00 (One hundred fifty million rubles 00 kopecks), including the taxes and charges as established by law.  The Bid price shall be specified in the Bid and shall not be subject to indexation.  The price of the Contract includes the cost of all works under all Bids.  The total cost of all Bids issued by the Customer to the Contractor under the Contract shall not exceed the Contract Price.</p> <p><b>Services Provision Term:</b>  Work commencement date under the Contract is 05.12.2016.  Work completion date for all Bids under the Contract – not later than 31.12.2016.</p>

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		<p><i>PJSC dated 30.12.2016 (Minutes No. 227/18).</i></p>	<p><b>Contract Validity Period:</b> The Contract shall come into effect upon its signing by both Parties and remain in force until complete discharge of assumed obligations by the Parties or termination of the Contract. The provisions of the Contract shall govern the relations between the Parties arising after 05.12.2016.</p>
2.	<p>Contract dated 07.03.2017 No. UVV-77D-0062-17 for rendering the services for arranging and providing communication channels, as well as transferring data with organization of VPN, by and between IDGC of the North-West, PJSC and Directorate for Fiber Optic Communication Lines on Overhead Transmission Lines, JSC</p>	<p>The persons (entities) interested in the transaction and affiliation (Clause 1, Article 81 of the Federal Law on Joint-Stock Companies): Rosseti, PJSC is the entity controlling IDGC of the North-West, PJSC (owning more than 50% of voting shares) and Directorate for Fiber Optic Communication Lines on Overhead Transmission Lines, JSC (owning 100% of voting shares), being parties to the transaction.</p> <p><i>The notice was sent in accordance with Part 1.1 of Article 81 of the Federal Law on Joint-Stock Companies dated 25.01.2017.</i></p> <p><i>Requirement from Roman Alexeyevich Filkin, a member of the Board of Directors, on the need to obtain the consent of the Board of Directors of the Company to execute this transaction dated 31.01.2017.</i></p> <p><i>The transaction was approved by the Board of Directors of the Company as of 21.02.2017 (Minutes No. 231/22).</i></p>	<p><b>Parties to the Contract:</b> Operator - Directorate for Fiber Optic Communication Lines on Overhead Transmission Lines, JSC; Customer - IDGC of the North-West, PJSC.</p> <p><b>Subject Matter of the Transaction:</b> Rendering of the services for arranging and providing communication channels, as well as transferring data with organization of VPN, by the Operator to the Customer. The Operator shall render the Services to the Customer, and the Customer shall accept and pay for the Services rendered in accordance with provisions of the Contract. Range and description of Services, as well as additional rights and obligations of the Parties shall be set forth in Addenda and the Forms of orders for the Services.</p> <p><b>Price:</b> not more than RUB 138,762,378.11 (One hundred thirty eight million seven hundred sixty two thousand three hundred seventy eight rubles 11 kopecks). Other essential terms for the transaction / procedure for determining thereof: The Contract shall be deemed executed on the date when the Customer who has submitted an offer (inter alia by e-mail or fax) receives (by e-mail or fax) a scanned/hard copy of the Contract signed by the Operator without disagreements and without a date on the first page, and shall be valid for three years after the Contract effective date.</p>

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3.	Agency Contract dated 26.04.2017 No. PSK 3/291/17 by and between IDGC of the North-West, PJSC and Pskovenergoagent, OJSC	<p>The persons (entities) interested in the transaction and affiliation (Clause 1, Article 81 of the Federal Law on Joint-Stock Companies):</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 the 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, a member of the Management Board of IDGC of the North-West, PJSC, holds 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> <p><i>The notice was sent in accordance with Part 1.1 of Article 81 of the Federal Law on Joint-Stock Companies dated 16.03.2017.</i></p> <p><i>The Company received no requirements to hold a meeting of the Board of Directors of the Company to resolve the issue of consent to the execution of the said transaction.</i></p>	<p><b>Parties to the Contract:</b>  IDGC of the North-West, PJSC (Principal);  Pskovenergoagent, OJSC (Agent);  Beneficiary(-ies): -</p> <p><b>Subject Matter of the Transaction:</b>  Hereunder, the Principal instructs and the Agent undertakes to perform legal, organizational, financial and other actions for a fee on behalf of and at the expense of the Principal. The Agent shall perform the following actions aimed at the following:</p> <ol style="list-style-type: none"> <li>1. Electricity (capacity) metering in the points of reception and delivery in the retail and wholesale markets;</li> <li>2. Implementation of organizational and technical measures aimed at not exceeding the planned amount of electricity consumption for electricity transmission (electric power losses) in the electric grids of the Principal established as a part of the business plan of the Principal or other local regulations of IDGC of the North-West, PJSC;</li> <li>3. Organization of work for concluding the contracts for rendering electricity transportation services with consumers in the retail market, as well as for performing settlements for energy resources transferred via the electric grids of the Principal;</li> <li>4. Installation, replacement and operation of meters intended to determine the data on the quantitative value of electricity consumed, the obligation in regard of which shall be borne by the Principal under the Federal Law No. 261-FZ dated 23.11.2009 on Energy Saving and on Improving Energy Efficiency and on Introduction of Amendments to Individual Legislative Acts of the Russian Federation;</li> <li>5. Organization and conduct of other activities related to the process of rendering the electricity transportation services by the Principal.</li> </ol> <p><b>Price:</b>  The Principal shall pay the Agent a fee for contract execution by the Agent. The monthly basic agency fee amount for the period from 01.03.2017 to 31.12.2017 is: RUB 15,038,756.23 (Fifteen million thirty eight thousand seven hundred and fifty six rubles 23 kopecks), including VAT of RUB 2,294,047.56.</p>

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			<p><b>Contract Validity Period:</b>  The Contract 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 Contract signed by the Agent without disagreements and without a date on the first page. The Contract shall govern the relations arising between the Parties after 01.03.201; it shall be valid until 31.12.2017.</p>

General Director

A.V. Letyagin