Appendix 9

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|  | Approved by the  resolution of the Board of ROSSETI South, PJSC  "\_\_" of \_\_\_\_\_\_\_\_\_\_\_ of 2023  (Minutes “ “ of 2023 No. /2023)  Reliability of data is confirmed  by the resolution of the Inspection Commission of ROSSETI South, PJSC  \_\_\_ of 2023  (Minutes dd “ “ of 2023 No. ) |

**REPORT**

**about interested-party legal transactions**

**concluded by ROSSETI South, PJSC in 2022**

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| Director General  ROSSETI South, PJSC |  | /B.B. Ebzeev |

Rostov-on-Don

2023

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| Item No. | Name of legal transaction | Date  of  legal transaction | Special  conditions of legal transaction  (parties,  subject, price[[1]](#footnote-1),  valid term) | A party  interested in  legal transaction | Notice of interested-party legal transaction (details of the letter) | A governing body consented to the legal transaction or its subsequent approval (if there is such a resolution, details of the minutes) |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
| 1 | Additional agreement No.3 to the cession agreement (demand) (cession) dd 29.04.2019 No. 61201901010029 | 19.04.2022 | **Parties to the Additional agreement:**  ROSSETI South, PJSC (Original lender (the Cedant));  Energoservice of South, JSC (the New Lender (the Cessionary));  **Subject and price of the Additional agreement:**  Amendments to the cession agreement (demand) (cession) No. 61201901010029 dated April 29, 2019 between ROSSETI South, PJSC and Energoservice of South, JSC (hereinafter referred to as the Agreement) in accordance with Appendix 1 to the resolution of the Company's Board.  (Cl.3.2 The agreements shall be amended as follows:  The amount specified in cl. 3.1 of the Agreement is payable by the New Lender to the Cedant by 01.04.2023).  The purchase price of the ceded right (claim) under the Agreement, subject to additional agreements 1-3 to the Agreement is not subject to change and amounts to 157,654,530 (One hundred and fifty-seven million six hundred and fifty-four thousand five hundred and thirty) rubles.  **Term of Additional agreement:**  The Additional agreement enters into force from the date of its signing.  **Special terms and conditions of the Cession agreement (demand) (cession) dd 29.04.2019 No. 61201901010029 (subject to the Additional agreements No. 1 and 2):**  **Parties to the Agreement:**  ROSSETI South, PJSC – Original lender (the Cedant);  Energoservice of South, JSC – New lender (the Cessionary).  **Subject of the Agreement:**  The Original lender (cedant) cedes and the New lender (cessionary) accepts the right (demand) to  TNS Energo Rostov-on-Don, PJSC (TIN 6168002922) hereinafter referred to as Debtor under the contract No.442/01/11/170296/25/12 dd 25.11.2011 of services on electric power transmission (capacity) to repay debts for the period of 2019 in the amount of 157,654,530 (one hundred and fifty-seven million six hundred and fifty-four thousand five hundred and thirty) rubles, including VAT 20% - 26,275,755 (twenty-six million two hundred and seventy-five thousand seven hundred and fifty-five) rubles.  The right (demand) of the Original lender (cedant) is transferred to the New Lender (cessionary) to the extent and on the terms and conditions, which existed at the date of signing of the Agreement.  The right (demand) of the Original lender (cedant) is transferred to the New Lender (cessionary) at the moment of signing of the Agreement.  **The price of the ceded right (demand):**  As for the ceded right (demand), the New lender (cessionary) is obliged to pay to the Original creditor (cedant) the amount of 157,654,530 (one hundred and fifty-seven million six hundred and fifty-four thousand five hundred and thirty) rubles.  No interest shall be accrued or paid at the payment amount under the Agreement.  **Payment term:**  The payment amount of the ceded right (demand) is to be paid by the New Lender to the Cedant until 01.04.2022. | ROSSETI, PJSC is a controlling entity of ROSSETI South, PJSC and  Energoservice of South, JSC, which are the parties of the legal transaction.  Goncharov  Pavel Viktorovich –  member of the Management Board of ROSSETI South, PJSC, which is also a member of the Board of Energoservice of South, JSC, which is a party to the legal transaction. | Dd 25.03.2022 No. МР5/1000/131 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 11.04.2022  No.473/2022) |
| 2 | Additional agreement No. 2 to the Loan Agreement dd 14.07.2020  No. 5779 [[2]](#footnote-2) | 27.06.2022 | **Parties to the Additional agreement:**  ROSSETI South, PJSC (the Borrower);  ROSSETI, PJSC (the Lender).  **Subject and price:**  Amendments to the Loan Agreement dd 14.07.2020 No. 5779 between ROSSETI, PJSC and ROSSETI South, PJSC (hereinafter referred to as the Agreement):  1. Taking into consideration the high volatility of indicators on the financial market (including the Key Rate of the Bank of Russia, the MosPrime Rate Indicator, etc.), the change of the interest rate under the Contract to the value of the average weighted interest rate on the debt portfolio of the Borrower as of 01.02.2022 shall be recognized reasonable.  2. The parties have agreed to amend clause 6.1 of the Contract as follows:  6.1. Since the Borrower receives the funds from the Lender until the Borrower fulfills its obligations under the Contract, interest shall accrue on the amount of the issued Tranches in the amount determined subject to the following conditions:  6.1.1. By Tranches provided by 31.03.2022:  The interest rate shall be determined at the moment of providing the Tranche based on the Borrower's Application approved with the Lender in the amount determined subject to simultaneous compliance with the following conditions:  - The interest rate cannot be more than the Key Rate of the Bank of Russia + 2% per annum.  - The interest rate cannot be less than the interest rate available to the Lender for placing funds for a comparable period of time on deposit accounts with credit institutions.  6.1.2. By Tranches provided after 31.03.2022:  The interest rate is 9.15% per annum.  The price of the Agreement, taking into consideration Additional Agreements 1 and 2 consists of the amount of money provided to the Borrower by the Lender within the aggregate debt ceiling in the amount not exceeding 3,500,000,000 (Three billion five hundred million) rubles 00 kopecks, and the amount of interest accrued at the rate of interest.  **Term of Additional agreement:**  The Additional Agreement is an integral part of the Contract and comes into force since the date of its signing by the Parties.  **Special terms and conditions of the Loan Agreement No. 5779 dd 14.07.2020 (subject to the Additional agreements No. 1):**  **Parties of the Loan Agreement:**  Lender - ROSSETI, PJSC;  Borrower - ROSSETI South, PJSC;  **Subject of the Loan Agreement:**  The Lender shall provide with money to the Borrower within the Aggregate Debt Ceiling, and the Borrower shall repay the money received to the Lender and, in addition, pay the Lender the interest for the use of the money provided for in the Loan Agreement.  **Aggregate debt ceiling** - the maximum debt lump sum of the Borrower's under the Loan Agreement.  **Tranche** - funds provided by the Lender to the Borrower on the terms and conditions provided for in the Application.  **Application** – application for the use of the loan, sent by the Borrower to the Lender to receive the Tranche in accordance with the terms and conditions of the Loan Agreement, concluded by the Borrower using the form specified in the Loan Agreement.  **Purpose:**  Replenishment of working capital, financing of investment activities, refinancing of the Borrower's debt portfolio and other purposes as agreed upon with the Lender.  **Aggregate debt ceiling:** 3,500,000,000 (three billion five hundred million) rubles 00 kopecks.  **Type of loan:** Loan interest.  **Interest rate:**  Since the Borrower receives the funds from the Lender until the Borrower fulfills its obligations under the Loan Agreement, interest shall accrue on the amount of the issued Tranches. The interest rate shall be determined at the moment of providing the Tranche based on the Borrower's Application approved with the Lender in the amount determined subject to simultaneous compliance with the following conditions:   1. The interest rate cannot be more than the Key Rate of the Bank of Russia + 2% per annum. 2. The interest rate cannot be less than the interest rate available to the Lender for placing funds for a comparable period of time on deposit accounts with credit institutions.   **Procedure for the payment of interest:**  Procedure for the payment of interest is determined in the Borrower's Application.  **Maturity of Loans:**  The final debt maturity under the Loan Agreement and by each of the Tranches - no later than 3 years from the date of conclusion of the Loan Agreement.  The term of each Tranche under the Loan Agreement shall be determined at the time of Tranche provision based on the Borrower's Application agreed upon with the Lender, but cannot exceed 3 years from the date of Tranche provision and cannot exceed the term of the Loan Agreement.  **Price of the Loan Agreement:**  The price of the Loan Agreement consists of the amount of money provided to the Borrower by the Lender within the aggregate debt ceiling in the amount not exceeding 3,500,000,000 (Three billion five hundred million) rubles 00 kopecks and the amount of interest accrued at the rate of interest.  **Other material terms and conditions of the Agreement/the procedure of their determination:**  **The procedure of the provision of funds:**  Funds are provided in one or more Tranches, without limit on the number of Tranches.  The total debt amount by the Tranches (excluding accrued interest arrears) under the Loan Agreement cannot exceed the Aggregate Debt Ceiling.  **Additional conditions:**  The Lender has the right to unilaterally change the interest rate for the use of borrowed funds for all and/or certain existing and/or newly provided Tranches, including in connection with changes in market conditions and/or changes in the Lender's funding conditions and/or changes in the Borrower's creditworthiness group.  The Lender has the right to refuse to provide the Tranche.  The Lender has the right to demand from the Borrower early repayment of all or part of the Tranches and payment of accrued interest and penalties if the Borrower violates the terms and conditions of the Loan Agreement or Tranche.  Upon receipt of the Lender's demand for early repayment of the Tranches, the Borrower is obliged to repay the debt on the Tranches and to pay interest and penalties accrued as of the repayment date within the period specified in the demand.  The Borrower has the right, as agreed upon with the Lender, to early repay the debt under all or certain effective Tranches and the interest on the use of borrowed funds in conformity with the conditions of early debt repayment specified in the Agreement. Upon repayment of the loan, the interest is repaid first, and then the amount of the Tranche, unless otherwise agreed by the Parties.  **Term of the Loan Agreement:**  The Loan Agreement comes into effect from the time of its signing and remains valid until the parties have fully performed their obligations under the Loan Agreement. | ROSSETI, PJSC is a controlling entity of ROSSETI South, PJSC, which is also the legal transaction party  The participatory interest of  ROSSETI, PJSC in the authorized capital stock of ROSSETI South, PJSC and the percentage of ordinary shares in ROSSETI South, PJSC owned by ROSSETI, PJSC on the date of the mentioned above legal transaction is 84.12%.  Krainski Daniil Vladimirovich - a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of ROSSETI, PJSC, which is a party of the legal transaction.  Participation interest of Krainski D.V. in the charter capital of ROSSETI South, PJSC and ROSSETI, PJSC is 0 %.  Polinov  Alexey Alexandrovich - a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of  ROSSETI, PJSC, which is a party of the legal transaction.  Participation interest of Polivanov A.A. in the charter capital of ROSSETI South, PJSC and ROSSETI, PJSC is 0 %. | dated 6/8/2022  No. МР5/1000/213 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 16.06.2022  No. 487/2022) |
| 3 | Contract No. 6729/61002201000232 for the organization of the functioning and development of the power grid complex | 03.08.2022 | **Parties to the Contract:**  ROSSETI South, PJSC (the Customer);  ROSSETI, PJSC (the Contractor).  **Subject of the Contract:**  The Contractor is obliged to render a service to the Customer to organize the functioning and development of the Customer's power grid complex (hereinafter referred to as the Service) in accordance with the terms and conditions of the Contract, and the Customer is obliged to accept and pay for the Service subject to the terms and conditions of the Contract.  **Contract price:**  The price of the Service under the Contract for one year does not exceed 81,326,580 (eighty-one million three hundred twenty-six thousand five hundred and eighty) rubles 49 kopecks, including VAT (20%) of not more than 16,265,316 (sixteen million two hundred sixty-five thousand three hundred and sixteen) rubles 10 kopecks, the total price including VAT does not exceed 97,591,896 (nine hundred and seven million five hundred ninety-one thousand eight hundred ninety-six) rubles 59 kopecks  **Term of rending services under the Contract:**  Start of the Service: 01.01.2022;  End of the Service: 31.12.2022.  **Contract validity period:**  The Contract comes into force from the day of its signing by the Parties and is valid until 31.12.2022, and as for settlements – until the Parties perform their obligations in full.  The Contract covers legal relations between the Parties starting since 01.01.2022. | ROSSETI, PJSC is a controlling entity of ROSSETI South, PJSC, which is also the legal transaction party.  Krainski  Daniil Vladimirovich - a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of ROSSETI, PJSC, which is a party of the legal transaction.  Polinov  Alexey Alexandrovich -  a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of ROSSETI, PJSC, which is a party of the legal transaction. | dated 6/17/2022  No. МР5/1000/222 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 08.07.2022  No. 489/2022) |
| 4 | Loan Agreement No.7046 [[3]](#footnote-3) | 01.08.2022 | **Parties to the Contract:**  ROSSETI South, PJSC (the Borrower);  ROSSETI, PJSC (the Lender).  **Subject of the Contract:**  The Lender shall provide with money to the Borrower within the Aggregate Debt Ceiling, and the Borrower shall repay the money received to the Lender and, in addition, pay the Lender the interest for the use of the money provided for in the Loan Agreement.  **Aggregate debt ceiling** - the maximum debt lump sum of the Borrower's under the Loan Agreement.  **Tranche** - funds provided by the Lender to the Borrower on the terms and conditions provided for in the Application.  **Application**- application for the use of the loan, sent by the Borrower to the Lender to receive the Tranche in accordance with the terms and conditions of the Loan Agreement, concluded by the Borrower using the form specified in the Loan Agreement.  **Purpose:**  The loan is provided for the replenishment of working capital, financing of investment activities, refinancing of the Borrower's debt portfolio and other purposes as agreed upon with the Lender as specified in the Application.  The Aggregate Debt Ceiling under the Agreement is 1,500,000,000 (One billion five hundred million) rubles 00 kopecks.  **Interest rate:**  Since the Borrower receives the funds from the Lender until the Borrower fulfills its obligations under the Loan Agreement, interest shall accrue on the amount of the issued Tranches. The interest rate is determined in the Borrower's Application agreed upon with the Lender. The interest rate on the date of provision of the Trance cannot be more than the Key Rate of the Bank of Russia + 3% per annum.  **Procedure for the payment of interest:**  Procedure for the payment of interest is determined in the Borrower's Application.  **Maturity of Loans:**  The final debt maturity under the Loan Agreement – no later than 3 years from the date of conclusion of the Loan Agreement.  The term of each Tranche under the Loan Agreement is determined at the time of providing the Tranche subject to the Borrower's Application agreed upon with the Lender, and cannot be later than the final repayment term of the debt under the Loan Agreement.  By agreement the Parties, the repayment period for each of the Tranches can be extended, but cannot exceed the final repayment term of 3 years from the date of the Loan Agreement.  **Contract price:**  The price of the Loan Agreement consists of the amount of money provided to the Borrower by the Lender within the aggregate debt ceiling in the amount not exceeding 1,500,000,000 (One billion five hundred million) rubles 00 kopecks , and the amount of interest accrued at the rate of interest.  **Other material terms and conditions of the Agreement/the procedure of their determination:**  The procedure of the provision of funds:  Funds are provided in one or more Tranches, without limit on the number of Tranches.  The total debt amount by the Tranches (excluding accrued interest arrears) under the Loan Agreement cannot exceed the Aggregate Debt Ceiling.  **Additional conditions:**  The Lender has the right to refuse to provide the Tranche.  The Lender has the right to unilaterally change the interest rate for the use of borrowed funds for all and/or certain existing and/or newly provided Tranches, including in connection with changes in market conditions and/or changes in the Lender's funding conditions and/or changes in the Borrower's creditworthiness group.  The Lender has the right to demand from the Borrower early repayment of all or part of the Tranches and payment of accrued interest and penalties if the Borrower violates the terms and conditions of the Loan Agreement or conditions of providing the Tranche.  Upon receipt of the Lender's demand for early repayment of the Tranches, the Borrower is obliged to repay the debt on the Tranches and to pay interest and penalties accrued as of the repayment date not later than 15 business days.  The Borrower has the right, as agreed upon with the Lender, to early repay the debt under all or certain effective Tranches and the interest on the use of borrowed funds in conformity with the conditions of early debt repayment specified in the Agreement. Upon repayment of the loan, the interest is repaid first, and then the amount of the Tranches, unless otherwise agreed by the Parties.  **Contract validity period:**  The Loan Agreement comes into effect from the time of its signing and remains valid until the parties have fully performed their obligations under the Loan Agreement. | ROSSETI, PJSC is a controlling entity of ROSSETI South, PJSC, which is also the legal transaction party  The participatory interest of  ROSSETI, PJSC in the authorized capital stock of ROSSETI South, PJSC and the percentage of ordinary shares in ROSSETI South, PJSC owned by ROSSETI, PJSC on the date of the mentioned above legal transaction is 84.12%.  Krainski Daniil Vladimirovich - a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of ROSSETI, PJSC, which is a party of the legal transaction.  Participation interest of Krainski D.V. in the charter capital of ROSSETI South, PJSC and ROSSETI, PJSC is 0 %.  Polinov  Alexey Alexandrovich - a member of the Management Board of ROSSETI South, PJSC and a member of the Management Board of  ROSSETI, PJSC, which is a party of the legal transaction.  Participation interest of Polivanov A.A. in the charter capital of ROSSETI South, PJSC and ROSSETI, PJSC is 0 %. | dated 7/5/2022  No. МР5/1000/240 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 20.07.2022  No. 491/2022) |
| 5 | Repayment Agreement  On the Supply Contract dd 28.04.2021 No. UVV-02-1032-1/10002101000124 | 30.12.2022 | **Parties to the Agreement:**  ROSSETI South, PJSC (the Party 2);  ROSSETI Digital, JSC (the Party 1).  **Subject of the Agreement:**  Settlement of arrears deadlines under supply contract No. UVV-02-1032-21/100021010124 dated 28.04.2021 taking into account all annexes and additional agreements thereto (hereinafter – the "Contract").  **The price of the Agreement:**  The price of the Agreement consists of:  - the amount owed as of 01.07.2022 by Party 2 to Party 1 for goods supplied under the Contract, in the amount of 219,220,894 (two hundred and nineteen million two hundred and twenty thousand eight hundred and ninety-four) rubles 72 kopecks, including 20% VAT in the amount of 36,536,815 (thirty six million five hundred thirty six thousand eight hundred fifteen) rubles 77 kopecks;  - the installment payment interest amount at the weighted average interest rate of Party 2's debt portfolio as of 01.02.2022 of 9.15% (nine point fifteen hundredths) %, and after the bank has extended the credit facilities to Party 1 at the weighted average interest rate of Party 1's debt portfolio, to be determined upon opening the credit facility line and receipt of the credit tranche.  The price of the Agreement shall not exceed 10% or more of the book value of assets of PJSC ROSSETI South according to its accounting statements as of the last reported date.  **Other material terms and conditions of the Agreement:**  The Parties agree and confirm that as of 01.07.2022 Party 2 is indebted to Party 1 for Goods supplied under the Contract in the amount of 219,220,894 (two hundred and nineteen million two hundred and twenty thousand eight hundred and ninety-four) roubles 72 kopecks, including 20% VAT in the amount of 36,536,815 (thirty six million five hundred thirty six thousand eight hundred fifteen) roubles 77 kopecks.  Party 2 undertakes to repay the arisen debt for the goods delivered under the Contract in accordance with the amount and terms stipulated by the Payment Schedule (Appendix 6 hereof) based on the Minutes of the meeting of the Collegial Working Body (CWB) for review of disputes and conflicts of interest in the ROSSETI Group No.2 dated 01.07.2022.  For providing installment payments, Party 2 shall pay interest at the weighted average interest rate on Party 2's debt portfolio as of 01.02.2022 of 9.15% (nine point fifteen hundredths) %, and after the bank has extended the credit facilities to Party 1 at the weighted average interest rate of Party 1's debt portfolio, to be determined upon opening the credit facility line and receipt of the credit tranche.  The weighted average interest rate changes as follows:  - Party 1 shall notify Party 2 of the credit rate within 7 working days of the agreement with the bank and the disbursement of the credit;  - Party 2 shall, within 15 working days, send to Party 1 a draft additional agreement signed by it on the change of the interest rate to the weighted average interest rate of Party 1's loan portfolio, which shall apply to the Parties' relations arising from the receipt by Party 1 of the loan funds from the bank;  - Party 1 shall, upon receipt of a draft additional agreement on the above terms and conditions, send Party 2 the additional agreement signed (accepted) by it within 15 working days.  If Party 2 fails to send a draft additional agreement within the term specified in this clause, sends a draft additional agreement on different terms, sends a draft additional agreement signed by an unauthorized person (not signed, without proof of authority, etc.), or if Party 2 otherwise avoids entering into the said additional agreement on the terms and conditions agreed in this clause, the condition regarding the payment of interest at the weighted average rate of Party 1's loan portfolio shall be deemed to have been unconditionally agreed by the Parties without any exceptions.  Party 2 hereby certifies to Party 1 that it is aware of and accepts its obligation to pay interest on the installment plan provided under the Agreement at the weighted average interest rate of Party 1's loan portfolio upon receipt of the notice referred to in this clause.  If Party 1 decreases or increases the weighted average rate on its loan portfolio, Party 1 shall give Party 2 7 working days' notice of the change in that rate. These amendments shall apply to the Parties' relations as from the date of the change in the weighted average rate for Party 1's loan portfolio.  The procedure for concluding an additional agreement on changing the interest rate is similar to the procedure set out in clause 3.1 of the Agreement.  Should Party 2 fail to comply with the payment deadlines set out in the Payment Schedule (Appendix 6 to this resolution), Party 1 reserves the right to take legal action to recover the amount owed.  In the event of proper performance of the obligations under the Agreement, Party 1 acknowledges Party 2's compliance with the terms of the Contract in relation to the due dates and amounts of the debt, specified in clause 1 of the Agreement and waives any claim against Party 2 in that respect.  The Parties agree that the Agreement is not an additional agreement to the Contract and does not modify any of the terms of the Contract, and is concluded solely for the purpose of settling the maturity of the debt under the Contract.  **Term of Agreement:**  The Agreement shall enter into force from the date of its signing by the Parties, shall remain in force until the Parties perform their obligations under the Agreement in full and shall apply to the relations of the Parties arising from 01.08.2022. | ROSSETI, PJSC - the controlling entity  ROSSETI South, PJSC and ROSSETI Digital, JSC are Parties of the legal transaction.  Kravchenko  Konstantin Yurievich – a member of the Board of ROSSETI South, PJSC concurrently acting General Director and member of the Board of ROSSETI Digital, JSC, which is the party of the legal transaction.  Krainski  Daniil Vladimirovich - is a member of the Board of ROSSETI South, PJSC concurrently member of the Board of ROSSETI Digital, JSC.  ROSSETI Digital, JSC is a Party of the legal transaction.  Polinov  Alexey Alexandrovich -  member of the Board of ROSSETI South, PJSC concurrently member of the Board of ROSSETI Digital, JSC.  ROSSETI Digital, JSC is a Party of the legal transaction. | Dd 23.12.2022 No. МР5/1000/490 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 30.12.2022  No. 509/2022) |
| 6 | Repayment Agreement on the Supply Contract dd 19.05.2021 No. UVV-02-1234-21/10002101000149 | 30.12.2022 | **Parties to the Agreement:**  ROSSETI South, PJSC (the Party 2);  ROSSETI Digital, JSC (the Party 1).  **Subject of the Agreement:**  Settlement of arrears deadlines under supply contract No. UVV-02-1234-21/10002101000149 dated 19.05.2021 taking into account all annexes and additional agreements thereto (hereinafter – the "Contract").  **The price of the Agreement:**  The price of the Agreement consists of:  - amounts owed by Party 2 to Party 1 as of 01.07.2022 for goods delivered under the contract, in the amount of 475,360,261 (four hundred and seventy-five million three hundred and sixty-one thousand two hundred and sixty-one) rubles 41 kopecks, including 20% VAT in the amount of 79,226,710 (seventy nine million two hundred and twenty six thousand seven hundred and ten) rubles 24 kopecks;  - the installment payment interest amount at the weighted average interest rate of Party 2's debt portfolio as of 01.02.2022 of 9.15% (nine point fifteen hundredths) %, and after the bank has extended the credit facilities to Party 1 at the weighted average interest rate of Party 1's debt portfolio, to be determined upon opening the credit facility line and receipt of the credit tranche.  The price of the Agreement shall not exceed 10% or more of the book value of assets of PJSC ROSSETI South according to its accounting statements as of the last reported date.  **Other material terms and conditions of the Agreement:**  The Parties agree and confirm that as of 01.07.2022 Party 2 is indebted to Party 1 for Goods supplied under the Contract in the amount of 475,360,261 (four hundred and seventy-five million three hundred and sixty-one thousand two hundred and sixty-one) rubles 41 kopecks, including 20% VAT in the amount of 79,226,710 (seventy nine million two hundred and twenty six thousand seven hundred and ten) rubles 24 kopecks.  Party 2 undertakes to repay the arisen debt for the goods delivered under the Contract in accordance with the amount and terms stipulated by the Payment Schedule (Appendix 7 hereof) based on the Minutes of the meeting of the Collegial Working Body (CWB) for review of disputes and conflicts of interest in the ROSSETI Group No.2 dated 01.07.2022.  For providing installment payments, Party 2 shall pay interest at the weighted average interest rate on Party 2's debt portfolio as of 01.02.2022 of 9.15% (nine point fifteen hundredths) %, and after the bank has extended the credit facilities to Party 1 at the weighted average interest rate of Party 1's debt portfolio, to be determined upon opening the credit facility line and receipt of the credit tranche.  The weighted average interest rate changes as follows:  - Party 1 shall notify Party 2 of the credit rate within 7 working days of the agreement with the bank and the disbursement of the credit;  - Party 2 shall, within 15 working days, send to Party 1 a draft additional agreement signed by it on the change of the interest rate to the weighted average interest rate of Party 1's loan portfolio, which shall apply to the Parties' relations arising from the receipt by Party 1 of the loan funds from the bank;  - Party 1 shall, upon receipt of a draft additional agreement on the above terms and conditions, send Party 2 the additional agreement signed (accepted) by it within 15 working days.  If Party 2 fails to send a draft additional agreement within the term specified in this clause, sends a draft additional agreement on different terms, sends a draft additional agreement signed by an unauthorized person (not signed, without proof of authority, etc.), or if Party 2 otherwise avoids entering into the said additional agreement on the terms and conditions agreed in this clause, the condition regarding the payment of interest at the weighted average rate of Party 1's loan portfolio shall be deemed to have been unconditionally agreed by the Parties without any exceptions.  Party 2 hereby certifies to Party 1 that it is aware of and accepts its obligation to pay interest on the installment plan provided under the Agreement at the weighted average interest rate of Party 1's loan portfolio upon receipt of the notice referred to in this clause.  If Party 1 decreases or increases the weighted average rate on its loan portfolio, Party 1 shall give Party 2 7 working days' notice of the change in that rate. These amendments shall apply to the Parties' relations as from the date of the change in the weighted average rate for Party 1's loan portfolio.  The procedure for concluding an additional agreement on changing the interest rate is similar to the procedure set out in clause 3.1 of the Agreement.  If Party 2 fail to comply with the payment deadlines set out in the Payment Schedule (Appendix 7 to this resolution), Party 1 reserves the right to take legal action to recover the amount owed.  In the event of proper performance of the obligations under the Agreement, Party 1 acknowledges Party 2's compliance with the terms of the Contract in relation to the due dates and amounts of the debt, specified in clause 1 of the Agreement and waives any claim against Party 2 in that respect.  The Parties agree that the Agreement is not an additional agreement to the Contract and does not modify any of the terms of the Contract, and is concluded solely for the purpose of settling the maturity of the debt under the Contract.  **Term of Agreement:**  The Agreement shall enter into force from the date of its signing by the Parties, shall remain in force until the Parties perform their obligations under the Agreement in full and shall apply to the relations of the Parties arising from 01.08.2022. | ROSSETI, PJSC - the controlling entity  ROSSETI South, PJSC and  ROSSETI Digital, JSC are Parties of the legal transaction.  Kravchenko  Konstantin Yurievich – a member of the Board of ROSSETI South, PJSC concurrently acting General Director and member of the Board of ROSSETI Digital, JSC, which is the party of the legal transaction.  Krainski  Daniil Vladimirovich - is a member of the Board of ROSSETI South, PJSC concurrently member of the Board of ROSSETI Digital, JSC.  ROSSETI Digital, JSC is a Party of the legal transaction.  Polinov  Alexey Alexandrovich -  member of the Board of ROSSETI South, PJSC concurrently member of the Board of ROSSETI Digital, JSC.  ROSSETI Digital, JSC is a Party of the legal transaction. | dated 12/23/2022  No.  МР5/1000/491 | Board of Directors  ROSSETI South, PJSC  (Minutes dd 30.12.2022  No. 509/2022) |

1. The price of property or services to be alienated or acquired is determined by the company's board based on its market value in accordance with Article 77 of the Federal Law On Joint-Stock Companies. [↑](#footnote-ref-1)
2. Subject to the legal transaction price is more than two percent of assets according to the consolidated financial statements of ROSSETI South, PJSC as of the last reporting date (date of termination of the last completed reporting period preceding the legal transaction date), which is 31.03.2022, information about the legal transaction shall be disclosed to the extent provided for in clause 59.3 Chapter VIII of Bank of Russia Regulation dated 27.03.2020 No. 714-P On Disclosure of Information by Issuers of Equity Securities as amended by Bank of Russia Instruction No. 6283-U dated 30 September 2022 On Amendments to the Regulation of Bank of Russia dd 27.03.2020 No. 714-P On Disclosure of Information by Issuers of Equity Securities. [↑](#footnote-ref-2)
3. Subject to the legal transaction price is more than two percent of assets according to the consolidated financial statements of ROSSETI South, PJSC as of the last reporting date (date of termination of the last completed reporting period preceding the legal transaction date), which is 31.03.2022, information about the legal transaction shall be disclosed to the extent provided for in clause 59.3 Chapter VIII of Bank of Russia Regulation dated 27.03.2020 No. 714-P On Disclosure of Information by Issuers of Equity Securities as amended by Bank of Russia Instruction No. 6283-U dated 30 September 2022 On Amendments to the Regulation of Bank of Russia dd 27.03.2020 No. 714-P On Disclosure of Information by Issuers of Equity Securities. [↑](#footnote-ref-3)