**MINUTES**

**of the Meeting of the Board of Directors, Rosseti South PJSC**

Rostov-on-Don

October 21, 2021 No. 454/2021

**Meeting format:** in absentia (by poll)

**Members of the Board of Directors who participated in the absentee voting**: D.V. Krainsky (Chairman), I.D. Alyushenko, P.V. Grebtsov, V.Yu. Zarkhin, A.I. Kazakov, O.Yu. Klinkov, M.V.Korotkova, M.V.Nikitchanova, E.V.Prokhorov and B.B. Ebzeev.

**The polling forms were not provided and did not take part in the voting:** A.A. Polinov**.**

**A quorum is present.**

**Date of the Minutes:** October 22, 2021

**AGENDA**

1. *On preliminary approval of signing a Bank Guarantee Agreement between Rosseti South PJSC and Bank RRDB (JSC).*
2. *On approval of the standard form of Indemnification Agreement (monetary form) entered into between Rosseti South PJSC and Russian Railways JSC.*
3. *On approval of the Charging Infrastructure Development Program of Rosseti South PJSC for the period up to 2025.*
4. *On determination of the position of Rosseti South PJSC (representatives of Rosseti South PJSC) on ​​the item agenda of the meeting of the Board of Directors of VMES JSC "On early termination of powers, early termination of the employment contract and election of the General Director of VMES JSC.*

**Item No. 1: On preliminary approval of signing a Bank Guarantee Agreement between Rosseti South PJSC and Bank RRDB (JSC).**

**RESOLUTION:**

Based on the results of the auction (procurement procedure No. 32110436915), approve signing a Bank Guarantee Agreement No. 282g between Rosseti South PJSC and Bank RRDB (JSC) (hereinafter referred to as the "Agreement") under the following essential essentials:

Parties to the Agreement:

GUARANTOR - Joint Stock Company "Russian Regional development bank" abbreviated name - Bank «RRDB» (JSC).

PRINCIPAL - Joint-Stock Company Rosseti South, abbreviated name - Rosseti South PJSC.

Scope of the Agreement: The GUARANTOR shall undertake to provide:

- Performance guarantees of contractual obligations of the PRINCIPAL under contracts with third parties (contractual guarantees);

- Performance guarantees of financial obligations by the PRINCIPAL under contracts with third parties (financial guarantees);

- Performance guarantees of obligations by the PRINCIPAL within the framework of procurement procedures (Tender guarantees);

- Guarantees on other grounds as agreed by the parties (hereinafter referred to as the - "Guarantees").

During the term of the Agreement, the total amount of simultaneously valid Guarantees (hereinafter referred to as the "Limit") shall not exceed 1 500 000 000 (One billion five hundred million) roubles.

All Guarantees provided within the Limit shall be denominated in roubles.

The Limit shall be valid for 36 months from the date of the Agreement.

Each Guarantee provided under the Limit shall not expire later than the Limit. At that, the validity period of each Guarantee shall be limited to a specific calendar date.

Beneficiary (ies): legal entities, upon written application of the PRINCIPAL, which are the residents of the Russian Federation, with the exception of banks. The Bank Guarantee Agreement shall govern the legal relationship between the Parties to issue/change the terms of the Guarantees and reimbursement of the amounts paid by the GUARANTOR under the Guarantees, arising in the event of the GUARANTOR's Acceptance of the PRINCIPAL's Offer, and performance of the obligations related to the issuance of the Guarantee under the Agreement and the current legislation of the Russian Federation.

The guarantees ensure fulfillment of the following obligations of the PRINCIPAL to the Beneficiary (s):

• Fulfillment of obligations by the PRINCIPAL under the agreement/contract with a third party:

- for timely delivery of goods/products, for performance of work, provision of services, fulfillment of other obligations provided for under the agreement, contract;

- against full or partial refund of the advance payment (payments) received by the PRINCIPAL from the Beneficiary, in accordance with the terms of settlements under the agreement/contract entered into between them, if the PRINCIPAL fails to fulfill the obligations under this agreement/contract (advance repayment guarantee);

- on fulfillment of the obligations under the agreement/contract by the PRINCIPAL during the warranty period (quality assurance); the essence of the obligations and the guarantee period shall be determined by the terms of the agreement/contract;

• The PRINCIPAL's obligations towards the Customers/Organizers of procurement procedures (Beneficiaries) arising from participation in biddings/tenders/auctions/requests for proposals, other methods of procurement.

• Other types of obligations (by mutual agreement of the Parties).

Procedure fore guarantee granting

The granting of each of the Guarantees by the GUARANTOR to the PRINCIPAL shall be carried out within the Limit clear balance determined by the following formula:

LCB =Lim - GA-OA,

where

LCB - Limit clear balance

Lim - Limit set for the corresponding period of time;

GA- the actual amount of the Guarantees provided by the GUARANTOR, which validity period of has not expired as of the date of LCB calculation;

OA - amount outstanding (amount of outstanding obligations) of the PRINCIPAL, which the due date has not expired, related to the reimbursement of payment by way of recourse for all Guarantees provided under the Agreement.

The guarantee shall be granted by the GUARANTOR as of the expiration date of the Agreement. If on the specified date the Limit is not fully used by the PRINCIPLE, the Limit clear balance shall be closed.

The granting by the GUARANTOR of each Guarantee within the established Limit, determination by the Parties of the amount of the relevant Guarantee and the period of its validity shall be carried out on the basis of the Offer for provision of each Guarantee (hereinafter referred to as the "Offe") and the documents which are the basis for the granting of Guarantees (in particular, but not as a limitation thereof):

- under the Performance guarantees of financial obligations, contractual obligations, - agreements or contracts with third parties for supply of goods, performance of work, provision of services with annexes and addendums;

- for tender bank guarantees - procurement documentation.

If the GUARANTOR agrees with the terms and conditions set forth in the Offer, the GUARANTOR, within the period specified in the Offer for its Acceptance, shall effect its Acceptance by issuing a Guarantee in accordance with the General practice of the GUARANTEE subject to:

- conformity of the PRINCIPAL's Offer with the terms of the Agreement;

- availability of the Limit clear balance for the issue of Guarantees;

The period for the Acceptance by the GUARANTOR of the Offer shall be no more than 6 (Six) Business days from the date of its receipt by the GUARANTOR.

Provided that the GUARANTOR fails to issue a Guarantee/fails to amend the terms of the Guarantee within the period specified in the Offer, the Acceptance shall not be deemed to be received by the PRINCIPAL.

The GUARANTOR's response to agree to issue a Guarantee/amend the terms of the Guarantee under conditions other than those proposed in the Offer shall not constitute an Acceptance and such a response shall be recognized as failure to accept.

The granting of each Guarantee by the GUARANTOR shall be carried out in the absence of overdue debts and unpaid penalties under the Agreement at the time of granting the relevant Guarantee.

The Guarantees shall be issued in writing and in hard copy form.

Commission payments: For granting of each Guarantee in accordance with the scope of the agreement, a commission fee shall be charged from the PRINCIPAL.

The commission fee for granting the Guarantee shall be charged on the actual amount of the relevant Guarantee in percentage per annum for the period starting from the date of entry into force of the relevant Guarantee (not inclusive), and ending with the date of expiry of the Guarantee (inclusive) specified in the text of the Guarantee, or the date of payment by the GUARANTOR to the Beneficiary for the full amount of the relevant Guarantee (inclusive) (upon the earlier of the listed events).

The actual amount of the relevant Guarantee required to calculate the commission fee shall be determined on the basis of the relevant Offer of the PRINCIPAL, taking into account the Beneficiary's notifications received by the GUARANTOR of the consent to reduce the amount of the said Guarantee in connection with the partial fulfillment by the PRINCIPAL of the obligations secured by this Guarantee.

The amount of commission fee shall be determined individually for each Guarantee within the maximum amount of commission of 0.24 (zero point twenty-four) percent per annum.

The total price of services and property under the Agreement shall be determined as the total value of:

- the maximum amount of bank guarantees provided in favor of Rosseti South PJSC and issued by Bank "RRDB" (JSC) by the Principal submitting the Offer in the form of a written request for the issuance of a bank guarantee and its subsequent acceptance by the Guarantor by issuing the Guarantee on the terms contained in the Offer to issue a Guarantee, in the form agreed upon by the Guarantor;

- the maximum amount of the Guarantor's commission for the issuance of the Guarantee, determined at the rate of no more than 0.24% (zero point twenty-four) percent per annum of the amount of the Guarantee provided, in the total amount of no more than 10 800 000.00 roubles;

- amounts of compensation payable under the Guarantees, based on the demand of the GUARANTEE. The Principal shall undertake to reimburse the GUARANTOR by way of recourse in full the amounts paid by the latter for each Guarantee issued under the Agreement. Refunds of the amounts payable under the Guarantees shall be effected by the PRINCIPAL based on the requirement of the GUARANTOR. The amount to be paid and the GUARANTOR's account for transfer of funds shall be specified in a claim. The PRINCIPAL shall undertakes to pay the specified amount no later than 3 (Three) calendar days from the date of receipt of the GUARANTOR's claim, as well as to pay the GUARANTOR a fee for the use of monetary amounts to be reimbursed by the PRINCIPAL by way of recourse paid by the GUARANTOR under the Guarantee, in the amount of 1.0 (One whole) of the Key rate of the Bank of Russia, effective on a date the GUARANTOR fulfills its obligations, from the amounts of payments effected by the GUARANTOR under the Guarantee. The compensation fee specified in this clause of the Agreement is accrued for the period from the date of payment under the Guarantee to the day the GUARANTOR receives compensation from the PRINCIPAL and shall be paid no later than the day the PRINCIPAL reimburses the indicated sums of money to the GUARANTOR in recourse.

Obligations and rights of the GUARANTOR: The GUARANTOR shall have a right to:

Request from the PRINCIPAL information and documents confirming fulfillment by the PRINCIPAL of the obligations secured by the Guarantee in the event the Beneficiary submits a demand for payment of the amount of money under the Guarantee.

Increase the amount of the GUARANTEE's compensation fee in connection with the change by the Bank of Russia of the key rate of the Bank of Russia on a unilateral basis and at its own discretion. In this case, an increase is possible by an amount not exceeding the difference between the amount of the newly established key rate of the Bank of Russia and the key rate in force on a date of this Agreement.

On a unilateral basis and at its own discretion execute a reduction:

- the amount of the GUARANTOR's compensation fee in relation to the Guarantees in force at the time of the entry into force of the specified change, and all subsequent Guarantees

- and/or the amount of the GUARANTOR's compensation fee for the provision of regular Guarantees, with notification of this to the PRINCIPAL without registration of this change by an addendum.

Reduce the amount of the forfeit and/or establish a period of time during which the forfeit will not be charged, notifying the PRINCIPAL thereof without making this change by an additional agreement on a unilateral basis and at its own discretion.

The PRINCIPAL's responsibility: If the PRINCIPAL fails to fulfill its payment obligations under the Agreement, the PRINCIPAL shall pay the GUARANTOR a penalty in the amount of a key rate of the Bank of Russia.

The forfeit is charged on the amount of the overdue payment for each day of delay in the period from the date of occurrence of the overdue debt (not including this date) to the date of full repayment of the overdue debt (inclusive).

Other essentials of the Agreement:

The PRINCIPAL provides the GUARANTOR with consent (acceptance) to write off without additional instructions from the PRINCIPAL of funds due to the GUARANTOR in accordance with the terms of the Agreement (including the amount paid by the GUARANTOR to the Beneficiary, commission fee, fee and forfeit provided for in the Agreement, the due date for payment), from the accounts of the PRINCIPAL, opened by the GUARANTOR.

The PRINCIPAL shall undertake the obligation, within 30 (Thirty) business days from the date of signing of the Agreement, to ensure the conclusion of an appropriate agreement/provide a unilateral statement (with the provision of an official refusal of another credit institution to conclude an agreement) on the execution by credit institutions of 8 collection orders/payment requirements GUARANTOR with advance with this acceptance of the PRINCIPAL from the following accounts of the PRINCIPAL opened with Sberbank: account No. 40702810205000003514 and account No. 40702810805000003516.

Duration of the Agreement: The Agreement shall enter into force upon signature by the Parties and shall be valid for 36 months.

*In accordance with Clause 18.10 of Article 18 of the Company's Charter, a resolution on this item shall be adopted by a two-thirds majority vote of the members of the Board of Directors participating in the meeting.*

**Result of the vote:**

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| D.V. Krainsky | **-** | **"FOR"** | M.V. Korotkova | **-** | **"FOR"** |
| I. D. Alyushenko | **-** | **"FOR"** | E.V. Nikitchanova | **-** | **"FOR"** |
| P.V. Grebtsov | **-** | **"FOR"** | E.V. Prokhorov  | **-** | **"FOR"** |
| V.Yu. Zarkhin | **-** | **"ABSTAINED"** | B.B. Ebzeev | **-** | **"FOR"** |
| A.I. Kazakov | **-** | **"FOR"** |  |  |  |
| O.Yu. Klinkov | **-** | **"FOR"** |  |  |  |

**The resolution was adopted.**

**Item No. 2: On approval of the standard form of Indemnification Agreement (monetary form) entered into between Rosseti South PJSC and Russian Railways JSC.**

**RESOLUTION:**

1. For the purpose of implementing measures to modernize and expand the main infrastructure, to carry out work on the reorganization (removal, transfer, reconstruction) of engineering networks, power grid facilities owned by Rosseti South PJSC, during the construction (reconstruction) of facilities owned by Russian Railways JSC - approve the standard form of the Indemnification Agreement (monetary form) signed with Russian Railways JSC in accordance with Annex 1 hereto.

2. Recommend to the Sole Executive Body of the Company to ensure the application of the standard form of the Indemnification Agreement (monetary form), approved in accordance with paragraph 1 hereof.

**Result of the vote:**

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| D.V. Krainsky | **-** | **"FOR"** | M.V. Korotkova | **-** | **"FOR"** |
| I. D. Alyushenko | **-** | **"FOR"** | E.V. Nikitchanova | **-** | **"FOR"** |
| P.V. Grebtsov | **-** | **"FOR"** | E.V. Prokhorov  | **-** | **"FOR"** |
| V.Yu. Zarkhin | **-** | **"ABSTAINED"** | B.B. Ebzeev | **-** | **"FOR"** |
| A.I. Kazakov | **-** | **"FOR"** |  |  |  |
| O.Yu. Klinkov | **-** | **"FOR"** |  |  |  |

**The resolution was adopted.**

**Item No. 3: On approval of the Charging Infrastructure Development Program of Rosseti South PJSC for the period up to 2025.**

**RESOLUTION:**

1. Approve the Program for the development of the charging infrastructure of Rosseti South PJSC for the period up to 2025 (hereinafter referred to as the "Program") in accordance with Annex 2 hereto.

2. Instruct the Sole Executive Body of Rosseti South PJSC to ensure that a Report on the implementation of the Program is submitted to the Board of Directors of Rosseti South PJSC annually and is updated based on actual results and economic effects obtained (taking into account the clarification of information on sources of funding by years and events Programs based on the results of the formation of a business plan for the next forecast period).

Deadline - no later than the end of the 1st quarter of the year following the reporting period.

**Result of the vote:**

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| D.V. Krainsky | **-** | **"FOR"** | M.V. Korotkova | **-** | **"FOR"** |
| I. D. Alyushenko | **-** | **"FOR"** | E.V. Nikitchanova | **-** | **"FOR"** |
| P.V. Grebtsov | **-** | **"FOR"** | E.V. Prokhorov  | **-** | **"FOR"** |
| V.Yu. Zarkhin | **-** | **"FOR"** | B.B. Ebzeev | **-** | **"FOR"** |
| A.I. Kazakov | **-** | **"FOR"** |  |  |  |
| O.Yu. Klinkov | **-** | **"FOR"** |  |  |  |

**The resolution was adopted.**

**Item No. 4: On determination of the position of Rosseti South PJSC (representatives of Rosseti South PJSC) on ​​the item agenda of the meeting of the Board of Directors of VMES JSC "On early termination of powers, early termination of the employment contract and election of the General Director of VMES JSC.**

**RESOLUTION:**

Instruct representatives of Rosseti South PJSC on the agenda item of the meeting of the Board of Directors of VMES JSC "On early termination of powers, early termination of the employment contract and the election of the General Director of VMES JSC, to vote FOR the adoption of the following resolution:

«1. Terminate the powers and terminate the employment contract with the General Director of VMES JSC Vyacheslav Viktorovich Sizov prior to the scheduled date in accordance with paragraph 1 of part one of Article 77 of the Labor Code of the Russian Federation.

2. Elect Alexey Alexandrovich Rybin as the General Director of VMES JSC with the conclusion of a part-time employment contract with him for a period up to 28 August 2023 inclusive."

*In accordance with Clause 18.10 of Article 18 of the Company's Charter, a resolution on this item shall be adopted by a two-thirds majority vote of the members of the Board of Directors participating in the meeting.*

**Result of the vote:**

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| D.V. Krainsky | **-** | **"FOR"** | M.V. Korotkova | **-** | **"FOR"** |
| I. D. Alyushenko | **-** | **"FOR"** | E.V. Nikitchanova | **-** | **"FOR"** |
| P.V. Grebtsov | **-** | **"FOR"** | E.V. Prokhorov  | **-** | **"FOR"** |
| V.Yu. Zarkhin | **-** | **"FOR"** | B.B. Ebzeev | **-** | **"FOR"** |
| A.I. Kazakov | **-** | **"FOR"** |  |  |  |
| O.Yu. Klinkov | **-** | **"FOR"** |  |  |  |

**The resolution was adopted.**

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| **Chairman of the Board of Directors** |  | **D.V. Daniil Vladimirovich** |
| **Corporate Secretary** | **E.N. Pavlova**  |