

APPENDIX 2

REPORT ON THE TRANSACTIONS MADE BY PJSC ROSSETI KUBAN IN 2021 AND RECOGNISED AS RELATED-PARTY TRANSACTIONS UNDER THE RUSSIAN LAW

Approved
by the Resolution of the Board of Directors
of Rosseti Kuban, PJSC
dated 11 May 2022
(Minutes No. 476/2022
dated 13 May 2022)
The reliability of the data is confirmed
by the Resolution of the Auditing Commission
of Rosseti Kuban, PJSC
29 April 2022
(Minutes No. 3/2022 dated 29 April 2022)

B. Ebzeev

Acting General Director
of PJSC Rosseti Kuban

Sl. No.	Transaction	Date of a transaction	Material terms of a transaction (parties, subject, price ¹ , validity period)	Related party (parties)	Related-party transaction notification (letter details)	Authority that made the decision on the authorisation of the transaction or its succeeding approval (if available — Minutes details)
1.	2.	3.	4.	5.	6.	7.
1	Agreement for supply of electricity metering devices for the grid connection of the applicants' consumers	27 January 2021	<p>Parties of the Agreement: PJSC Rosseti Kuban (Buyer) JSC VOLLS-VL Management (Supplier)</p> <p>Subject of the Agreement: The Supplier undertakes, in accordance with the terms and conditions of the Agreement, to supply electricity metering devices for the connection of applicants to the grids of PJSC Rosseti Kuban in 2021 (hereinafter referred to as the Goods), and the Buyer undertakes to accept and pay for the Goods within the period specified in the Agreement. The description, quantity, price, range (nomenclature) and contents of the Goods are defined in Appendix 1 to the Agreement. Price of the Agreement: The price of the Agreement amounts to RUB 472,744,019.08, including VAT at the rate of 20%. Term of delivery of the Goods under the Agreement: The Supplier shall deliver the Goods to the Buyer within 60 calendar days from the date of signing the Agreement. Validity period of the Agreement: The Agreement is valid since the signing by the Parties and until full implementation of the obligations by the Parties</p>	<ul style="list-style-type: none"> PJSC Rosseti — PJSC Rosseti Kuban's controlling entity, and also the controlling entity of JSC VOLLS-VL Management, which is a Party to the transaction Denis Guryanov — the Member of the Board of Directors of PJSC Rosseti Kuban, also the Member of the Board of Directors of JSC VOLLS-VL Management, which is a Party to the transaction 	No. RK/1200/2 (outgoing) dated 11 January 2021	No requests for holding a meeting of the Board of Directors of the Company to resolve the issue of obtaining consent for making the related-party transaction by entities listed in Sub-clause 1 of Article 83 of the Federal Law No. 208-FZ On Joint Stock Companies dated 26 December 1995 have been received
2	Agreement for construction and installation activities on the facilities of the Sochi Power Grid branch	24 February 2021	<p>Parties of the Agreement: PJSC Rosseti Kuban (Customer)</p> <p>The leader of the collective participant JSC Energoservice Kuban, the member of the collective participant LLC Erlang North-West (Contractor).</p> <p>Subject of the Agreement: Under the Agreement, the Contractor undertakes to carry out construction and installation activity on the facility of the investment programme of the Sochi Power Grids branch of PJSC Rosseti Kuban: reconstruction of 110 kV Kudepsta substation with replacement of transformers from 2x16 MVA to 2x25 MVA in accordance with the summary table of works cost and transfer to the Customer the completed construction (reconstruction) facility in the scope of design documentation, in respect of which the Acceptance Certificate of the completed construction facility was signed by the Acceptance Commission as the result of works performance, and the Customer undertakes to accept the result of works and pay the stipulated price in the procedure provided for by the Agreement. Price of the Agreement: The price of the works under the Agreement is RUB 672,026,720.00, including VAT at the rate of 20%. Time frame of the work under the Agreement: Commencement of work performance: from the date of concluding the Agreement. Completion of work performance: Q4 2022. Validity period of the Agreement: The Agreement shall enter into force on the date of its signing and shall remain in force until all obligations under it have been performed in full by the Parties</p>	<ul style="list-style-type: none"> PJSC Rosseti Kuban's controlling entity is PJSC Rosseti, which is also the controlling entity of JSC Energoservice Kuban being a Party to the transaction. E. Armaganyan — the Member of the Management Board of PJSC Rosseti Kuban, and also the Member of the Board of Directors of JSC Energoservice Kuban. V. Korzhanevskiy — the Member of the Management Board of PJSC Rosseti Kuban, and also the Member of the Board of Directors of JSC Energoservice Kuban. A. Mishanin — the Member of the Management Board of PJSC Rosseti Kuban, and also the Member of the Board of Directors of JSC Energoservice Kuban. O. Nishchuk — the Member of the Management Board of PJSC Rosseti Kuban, and also the Member of the Board of Directors of JSC Energoservice Kuban 	No. RK/1200/26-rs dated 27 January 2021	No requests for holding a meeting of the Board of Directors of the Company to resolve the issue of obtaining consent for making the related-party transaction by entities listed in Sub-clause 1 of Article 83 of the Federal Law No. 208-FZ On Joint Stock Companies dated 26 December 1995 have been received

¹ The price of property or services to be alienated or acquired is determined by the Company's Board of Directors on the basis of market value, in accordance with Article 77 of Federal Law No. 208-FZ dated 26 December 1995 On Joint Stock Companies.

Sl. No.	Transaction	Date of a transaction	Material terms of a transaction (parties, subject, price ¹ , validity period)	Related party (parties)	Related-party transaction notification (letter details)	Authority that made the decision on the authorisation of the transaction or its succeeding approval (if available — Minutes details)
3	Service Agreement for organising the functioning and development of the electricity grid complex	7 July 2021	<p>Parties of the Agreement: PJSC Rosseti Kuban — the Customer PJSC Rosseti — the Contractor</p> <p>Subject of the Agreement: The Contractor undertakes to provide a service to the Customer to organise 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 Agreement, and the Customer undertakes to accept and pay for the Service in accordance with the terms and conditions of the Agreement.</p> <p>Price of the Agreement: The Service Price for 2021 shall not exceed RUB 125,324,743.15, including VAT at the rate of 20%.</p> <p>The term for the provision of the Service under the Agreement: from 1 January 2021 to 31 December 2021.</p> <p>Validity period of the Agreement: The Agreement shall come into force as of its signing by the Parties and shall remain in force until 31 December 2021 and, with regard to settlements, until the Parties have performed their obligations in full. The Agreement shall apply to legal relations between the Parties arising from 1 January 2021</p>	The Company's controlling entity is PJSC Rosseti, which is also a Party to the transaction	No. RK/1200/155-rs dated 23 April 2021	No requests for holding a meeting of the Board of Directors of the Company to resolve the issue of obtaining consent for making the related-party transaction by entities listed in Sub-clause 1 of Article 83 of the Federal Law No. 208-FZ On Joint Stock Companies dated 26 December 1995 have been received
4	Interest-bearing loan agreement	6 September 2021	<p>Parties of the Agreement: LLC FGC – Asset Management is the Lender, PJSC Rosseti Kuban is the Borrower</p> <p>Subject of the Agreement: The Lender provides the Borrower with a loan not exceeding the aggregate debt limit, and the Borrower undertakes to return the received funds to the Lender and pay interest to the Lender for the use of funds, in conformity with the Agreement.</p> <p>The aggregate debt limit under the Agreement as the maximum lump sum amount owed by the Borrower under the Agreement, is RUB 600,000,000.0.</p> <p>Tranche is the funds provided by the Lender to the Borrower under the terms and conditions provided for in the application for the use of the loan, drawn up by the Borrower in the form set out in the Agreement and sent by the Borrower to the Lender for the receipt of a Tranche in accordance with the terms and conditions of the Agreement (hereinafter referred to as the Application).</p> <p>Type of loan: interest-bearing loan.</p> <p>Lending purpose: Replenishment of current capital, financing of investment activities, refinancing of the debt portfolio of the Borrower, as well as other purposes as agreed with the Lender.</p> <p>Price of the Agreement: The price of the Agreement consists of the following:</p> <ul style="list-style-type: none"> the amount of finances being lent (lump sum of total tranches issued and outstanding), not exceeding RUB 600,000,000.0, the amount of accrued interest for the entire term of the loan. 	<ul style="list-style-type: none"> PJSC Rosseti — the controlling party of PJSC Rosseti Kuban and LLC FGC — Asset Management of PJSC Rosseti, which are Parties to the transaction Aleksey Polinov — the Member of the Board of Directors of PJSC Rosseti Kuban, and also the Member of the Board of Directors of LLC FGC — Asset Management 	No. RK/001/470-rs dated 4 August 2021	No requests for holding a meeting of the Board of Directors of the Company to resolve the issue of obtaining consent for making the related-party transaction by entities listed in Sub-clause 1 of Article 83 of the Federal Law No. 208-FZ On Joint Stock Companies dated 26 December 1995 have been received

The cell continues on page 296–297.

Sl. No.	Transaction	Date of a transaction	Material terms of a transaction (parties, subject, price ¹ , validity period)	Related party (parties)	Related-party transaction notification (letter details)	Authority that made the decision on the authorisation of the transaction or its succeeding approval (if available — Minutes details)
4	Interest-bearing loan agreement	6 September 2021	<p>Interest rates: Interest is accrued on the provided tranches amount since the moment of receiving the fund by the Borrower from the Lender and until the implementation of the obligations under the Agreement by the Borrower. The interest rate shall be set on the basis of the Borrower's Application as agreed with the Lender. The interest rate shall not exceed the key rate of the Bank of Russia, i.e., +3% per annum. Interest payment: as defined in the Borrower's Application. Term of the loans: The term of each tranche under the agreement shall be determined at the time of granting the tranche on the basis of the Borrower's Application agreed upon with the Lender. The final maturity date under the Loan Agreement and for each of the Tranches is no later than 5 years from the date of the Agreement conclusion. By agreement between the parties, the repayment period for each Tranche may be extended, but may not exceed the final repayment period of 5 years from the date of the Agreement conclusion. Procedure of funds provision: Funds are provided by one or several Tranches, without limitation for the number of Tranches. The total amount of debt by the Tranches (excluding the debt on accrued interest) under the Agreement shall not exceed the aggregate debt limit. Additional conditions: The Lender has the right to refuse to grant a tranche. The Lender has a right to unilaterally change the interest rate for the use of borrowed funds for all and/or individual existing and/or newly granted tranches, including due to the change in market conditions and/or the funding conditions of the Lender and/or the change in the creditworthiness of the Borrower. The Borrower undertakes to repay the amount of each loan received in full, as well as the interest, by the deadline set out in the Application. The Borrower has the right, upon agreement with the Lender, to early repay the debt on all or some of the existing Tranches and interest for the use of borrowed funds in compliance with the terms of early repayment of the debt defined in the Agreement. For returning the loan, interest is paid first, and then the amount of the Tranche, unless otherwise agreed by the Parties. Validity period of the Agreement: The Agreement is valid since the signing and until full implementation of the obligations under the Agreement by the Parties</p>	<ul style="list-style-type: none"> PJSC Rosseti — the controlling party of PJSC Rosseti Kuban and LLC FGC — Asset Management of PJSC Rosseti, which are Parties to the transaction Aleksey Polinov — the Member of the Board of Directors of PJSC Rosseti Kuban, and also the Member of the Board of Directors of LLC FGC — Asset Management 	No. RK/001/470-rs dated 4 August 2021	No requests for holding a meeting of the Board of Directors of the Company to resolve the issue of obtaining consent for making the related-party transaction by entities listed in Sub-clause 1 of Article 83 of the Federal Law No. 208-FZ On Joint Stock Companies dated 26 December 1995 have been received