



"Approved"

By decision of the Board of Directors of ROSSETI South, PJSC

«__» _____ 2022
(Minutes dated "__" _____ 2022 No. ___/2022)

CONFIRMED

By decision of the Audit Commission of ROSSETI South, PJSC

«__» _____ 2022
(Minutes dated "__" _____ 2022 No. __)

Appendix 8 Report on Interested-Party Transactions Entered into by ROSSETI South, PJSC, in 2021

485

Information (Report) on transactions made by ROSSETI South, PJSC, in 2021, which are recognized as interested-party transactions in accordance with the legislation of the Russian Federation

General Director
ROSSETI South, PJSC

/B.B. Ebzeev

Rostov-on-Don
2022

Item No.	Transaction	Date of transaction	Essential terms of the transaction (parties, subject, price*, validity period)	Person(s) who is(are) interested in the transaction	Notice of an interested-party (reference details of the notice)	The governing body that made the decision to agree to the transaction or its subsequent approval (if there is such a decision then specify the details of the minutes)
1.	2.	3.	4.	5.	6.	7.
1	Debt restructuring agreement	25.02.2021	<p>Parties to the Agreement: Rosseti South PJSC (Creditor); VMES JSC (Debtor).</p> <p>Scope of the Agreement: The Agreement shall determine the procedure and conditions for repayment of the debt owed by the Debtor to the Creditor for payment of the cost of electric power transmission services provided by the Creditor in the process of execution of the Agreement for electric power transmission services dated December 29, 2008 No. 3470080501, as well as the procedure and conditions for payment of interest for the use of another's funds.</p> <p>Agreement Price: The Agreement price consists of: - the amount of the undisputed debt amount for the power transmission services of the Debtor to the Creditor under the Agreement for electric power transmission services No. 3470080501 dated December 29, 2008, which arose before the date of the Agreement signing for the period from December 2019 to July 2020, in the total amount of 1 642 098 607 (One billion six hundred forty-two million ninety-eight thousand six hundred and seven) roubles 96 kopecks; - the interest amounts for the use of funds accrued on the amount of the undisputed debt of the Debtor specified in the Agreement, starting from the date of execution of the Agreement. The interest rate is set in the amount of the MOSPRIME 3M credit rate effective at the beginning of the accounting period (quarter), increased by 2.30 percentage points. The interest rate at the time of conclusion of the Agreement is 6.93%.</p> <p>Other terms and conditions of the Agreement: The interest amount shall be charged on a quarterly basis in respect of the part of the debt outstanding as of the beginning of each day from the date of signing the Agreement to the date of the actual repayment of the debt. When calculating interest, the Parties shall use the actual number of calendar days in the corresponding period (365 or 366 days, respectively). The actual amount of interest payable shall be determined depending on the actual debt during the interest period.</p>	<p>ROSSETI South, PJSC, Controlling entity of ROSSETI South, PJSC, and at the same time controlling entity of VMES JSC,</p> <p>Ebzeev Boris Borisovich, General Director, Chairman of the Management Board, member of the Board of Directors of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC,</p> <p>Rybin Alexey Alexandrovich, Member of the Management Board of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC,</p>	<p>Ref. No. MP5/1000/55 dated 04.02.2021</p>	<p>Board of Directors ROSSETI South, PJSC (Minutes No. 414/2021 dated February 16, 2021)</p>

			<p>The rights and obligations of the Parties to the Agreement, including obligations of the Debtor to pay current charges arising after the date of conclusion of the Agreement, settlement of the size of indebtedness uncontested by the Parties that arose before the date of conclusion of the Agreement, settlement by the Parties of the issue of payment of penalty and interest for the use of another's funds, as well as other terms and conditions of the Agreement shall be defined in the Agreement (Appendix to this Notice).</p> <p>The Agreement shall remain in effect until the Debtor fully fulfills its obligations under the Agreement.</p>	<p>Musinov Oleg Valerievich, Member of the Board of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC.</p>		
2	<p>Contract for the provision of services for the organization of the functioning and development of the electric grid complex No. 6221/1000210100 0114 dated April 20, 2021</p>	20.04.2021	<p>Parties to the Contract: ROSSETI South, PJSC (Customer); ROSSETI, PJSC (Contractor). Subject matter of the Agreement: The Contractor shall undertake to provide the Customer with a service for organizing the functioning and development of the Customer's power grid complex (hereinafter referred to as the "Service") in accordance with the terms of the Contract, and the Customer shall undertake to accept and pay for the Service in accordance with the terms of the Contract. Contract Price: The Service Price hereunder may not exceed 81 326 580 (eighty-one million three hundred twenty-six thousand five hundred eighty) roubles 49 kopecks, plus VAT (20%) in the amount of not more than 16 265 316 (sixteen million two hundred sixty-five thousand three hundred and sixteen) roubles 10 kopecks. The term for Service provision under the Contract: Commencement of Service: January 01, 2021; Termination of Service: December 31, 2021. Contract duration period: The Contract comes into force from the moment of its signing by the Parties and is valid until 31.12.2021; in terms of settlements, the Contract shall be valid until the Parties fulfill their obligations completely. The Contract shall apply to the legal relations between the Parties arising from January 01, 2021.</p>	<p>ROSSETI, PJSC, is the controlling entity of ROSSETI South, PJSC, which is also a party to the transaction.</p> <p>Grebtsov Pavel Vladimirovich, Member of the Management Board of ROSSETI, PJSC, the member of the Board of Directors of ROSSETI South, PJSC</p>	<p>Ref. No. MP5/1000/147 dated 29.03.2021</p>	<p>Board of Directors ROSSETI South, PJSC (Minutes No. 422/2021 dated April 6, 2021)</p>
3	<p>Addendum to the Agreement on the Assignment of Rights (Claims) (Cession) dated</p>	09.06.2021	<p>The Parties to the Addendum: ROSSETI South, PJSC (Initial Creditor (Assignor)); Energoservice of the South JSC (New Creditor (Assignee)); Subject and Price of the Addendum: Amendments to the Assignment Agreement (Debt Assignment</p>	<p>ROSSETI PJSC is the controlling person of ROSSETI South, PJSC, and at the</p>	<p>Ref. No. MP5/1000/215 dated 22.04.2021</p>	<p>Board of Directors ROSSETI South, PJSC (Minutes No. 427/2021 dated</p>

	April 29, 2019, No. 61201901010029, dated June 9, 2021		<p>Agreement) (Cession) dated April 29, 2019 No. 61201901010029 between ROSSETI South, PJSC, and Energoservice of the South JSC (hereinafter referred to as the "Agreement") in accordance with Appendix to this Notice.</p> <p>The cost of the assigned right (debt) under the Agreement subject to supplementary agreements No. 1 and 2 to the Agreement shall not be subject to any alterations and shall amount to 157 654 530 (One hundred fifty-seven million six hundred fifty-four thousand five hundred thirty) roubles.</p> <p>Duration of the Addendum: The Addendum shall enter into force from the date of its signing.</p>	<p>same time it is the controlling person of Energoservice South JSC, which is a party to the transaction,</p> <p>Goncharov Pavel Viktorovich, the member of the Management Board of ROSSETI South, PJSC, the member of the Board of Directors of Energoservice South JSC</p>		6.04.2021)
4	Loan Agreement dated 16.08.2021	16.08.2021	<p>Parties to the Contract: LLC FSK-Asset Management (Lender); ROSSETI South, PJSC (Borrower).</p> <p>Subject matter of the Agreement: The Lender shall lend money to the Borrower within the limits of the Aggregate Debt Limit, and the Borrower undertakes to repay the received money to the Lender and, in addition, pay the Lender interest for the use of the money provided hereby.</p> <p>The Aggregate Debt Limit hereunder is 600,000,000 (six hundred million) roubles 00 kopecks.</p> <p>Aggregate Debt Limit is the maximum lump sum of the Borrower's debt hereunder.</p> <p>Tranche is money provided by the Lender to the Borrower on the terms and conditions stipulated herein.</p> <p>Application is a request for the use of a loan sent by the Borrower to the Lender for a Tranche in accordance with the terms hereof, which is drawn up by the Borrower in the form specified herein.</p> <p>Type of loan is interest-bearing loan.</p> <p>Lending purpose: Replenishment of working 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>Contract Price: The price of the Agreement is determined in the amount of funds provided as a loan (one-time total amount of issued and not repaid</p>	<p>ROSSETI PJSC is the controlling entity of ROSSETI South, PJSC, and LLC FSK-Asset Management.</p> <p>Kapitonov Vladislav Albertovich, the member of the Board of Directors of ROSSETI South, PJSC, the member of the Board of Directors of LLC FSK-Asset Management,</p> <p>Polinov Alexey Alexandrovich, the member of the</p>	Ref. No. MP5/1000/314 of 08.07.2021	Board of Directors ROSSETI South, PJSC (Minutes No. 446/2021 dated 05.08.2021)

		<p>tranches), not more than 600,000,000 (six hundred million) roubles 00 kopecks and the amount of interest accrued for the entire period of using the loan amount.</p> <p>Interest rate: From the moment the Borrower has received funds from the Lender until the moment the Borrower will have fulfilled its obligations hereunder, interest shall be accrued on the amount of the Tranches issued. The interest rate is set on the basis of the Borrower's Application agreed with the Lender. As of the date of the Tranche, the interest rate may not exceed the Key Rate of the Bank of Russia + 3% per annum.</p> <p>Interest payment procedure: The procedure for payment of interest is determined in the Application of the Borrower.</p> <p>Loan maturity: The term of each Tranche hereunder is determined at the time the Tranche is provided on the basis of the Borrower's Application agreed with the Lender. The final debt redemption term hereunder and for each of the Tranches is no later than 5 years from the date of conclusion hereof. By agreement of the Parties, the debt redemption period for each of the Tranches may be extended, but may not exceed the final debt redemption period, which is 5 years from the date of conclusion hereof.</p> <p>Other essential terms of the Agreement/the procedure for determination thereof: The procedure for providing funds: Funds shall be provided in one or more Tranches, with no limit on the number of tranches. The total amount of debt under the Tranches (excluding debt on accrued interest) hereunder may not exceed the Aggregate Debt Limit.</p> <p>Additional terms: Loans are provided unsecured. The Lender may refuse to provide a Tranche. The Lender may change the interest rate for the use of borrowed funds unilaterally for all and/or individual existing and/or newly issued Tranches, including due to changes in market conditions and/or changes in the Lender's funding conditions and/or changes in the creditworthiness group of the Borrower. The Borrower undertakes to fully redeem the amount of each loan received, including interest, within the terms specified in the loan application. The Borrower may, in agreement with the Lender, redeem the debt early under all or certain current Tranches and also the interest for the use of borrowed funds, subject to the conditions for early redemption of the debt specified herein. When redeeming a loan, the interest shall be paid first,</p>	<p>Board of Directors of ROSSETI South, PJSC, the member of the Board of Directors of LLC FSK-Asset Management</p>		
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			<p>followed by the amount of Tranches, unless otherwise agreed by the Parties.</p> <p>Contract duration period: The Agreement comes into force from the moment it is signed by authorized representatives of the Parties, and the Agreement is valid until the Parties have fulfilled their obligations hereunder completely.</p>			
5	Addendum No. 1 to the Agreement on debt restructuring dated February 25, 2021	11.10.2021	<p>The Parties to the Addendum: Rosseti South PJSC (Creditor); VMES JSC (Debtor).</p> <p>Subject and Price of the Addendum: Amendments to the Debt Restructuring Agreement dated February 25, 2021 between ROSSETI South, PJSC, and VMES JSC (hereinafter referred to as the Agreement) in accordance with Appendix 1 hereto. The Agreement price, subject to the Addendum shall include the undisputed amount of debt for the power transmission services of the Debtor to the Creditor under the Agreement for electric power transmission services dated December 29, 2008 No. 3470080501, which arose before the date of the Agreement conclusion for the period from January 2020 to July 2020 in the total amount of 1 486 098 607 (One billion four hundred eighty-six million ninety eight thousand six hundred and seven) roubles 95 kopecks and interest accrued on the amount of the Debtor's undisputed debt, starting from the date of the Agreement. The interest rate is set in the amount of the MOSPRIME 3M credit rate effective at the beginning of the accounting period (quarter), increased by 2.30 percentage points.</p> <p>Duration of the Addendum: The Addendum shall come into force from the date of its signing and shall be an integral part of the Debt Restructuring Agreement dated February 25, 2021. The terms and conditions of the Addendum shall be applied to the relations between the Parties arising from July 01, 2021.</p>	<p>ROSSETI PJSC is the controlling person of ROSSETI South, PJSC, and at the same time it is the controlling person of VMES JSC, which is a party to the transaction,</p> <p>Ebzeev Boris Borisovich, General Director, member of the Management Board, member of the Board of Directors of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC,</p> <p>Rybin Alexey Alexandrovich, Member of the Management Board of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC,</p>	Ref.No MP5/1000/396 dated 30.08.2021	The Company did not receive a request for the transaction to be approved by the management bodies.

				<p>Musinov Oleg Valerievich, Member of the Management Board of ROSSETI South, PJSC, who is also a member of the Board of Directors of VMES JSC</p>		
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** *The Board of Directors of the Company shall determine the price of alienated or acquired services or property based on the market value in accordance with Article 77 of the Federal Law "On Joint Stock Companies"*