

APPENDIX NO. 2

Approved
by resolution of the Board of Directors
of Rosseti Kuban, PJSC
11 May 2023
(Minutes No. 519/2023 dated 12 May 2023)

Data were validated
by resolution of the Auditing Commission
Rosseti Kuban, PJSC
dated 28 April 2023
(Minutes No. 3 dated 28 April 2023)

Acting General Director
Rosseti Kuban, PJSC
B. Ebzeev

Krasnodar
2023

REPORT ON TRANSACTIONS MADE BY ROSSETI KUBAN, PJSC IN 2022 INTERESTED-PARTY TRANSACTIONS

S. No.	Transaction	Date of transaction	Material conditions of the transaction (parties, subject, price ¹ , period of validity)	Person(s) who is/are interested in the transaction and the basis on which the person is considered to be interested in the transaction	Interested-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	Service Agreement for organising the functioning and development of the electricity grid complex No. 6717/407/30-732	20.06.2022	<p>Parties to the Agreement: Rosseti Kuban, PJSC (Customer) Rosseti, PJSC (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>Agreement price: The stipulated Price of the Service for 2022 shall not exceed RUB 104,437,285 (one hundred and four million four hundred thirty seven thousand two hundred and eighty-five roubles) 96 kopecks, plus RUB 20,887,457 (twenty million eight hundred and eighty seven thousand four hundred and fifty-seven roubles) 19 kopecks, the total Price of the Service shall not exceed RUB 125,324,743 (one hundred and twenty five million three hundred and twenty four thousand seven hundred and forty-three roubles) 15 kopecks.</p> <p>The term for the provision of the Service under the Agreement Start of the Service: 01.01.2022. End of the Service: 31.12.2022. Contract validity: The Agreement shall come into force as of its signing by the Parties and shall remain in force until 31 December 2022 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 2022</p>	Rosseti, PJSC – a controlling entity of Rosseti Kuban, PJSC and simultaneously a party to the transaction	dated 08.04.2022 No. RC/1200/87-ref	The issue of consent to enter into a transaction planned to be concluded on the terms specified in the Notice was not brought before the Board of Directors of the Company due to the fact that the Company had not received a claim to that effect
2	Supplementary Agreement No. 2 to Loan Agreement No. 5781 dated 30 June 2020 ²	12.07.2022	<p>Parties to the Supplementary Agreement: Rosseti, PJSC (the Lender) Rosseti Kuban, PJSC (Borrower)</p> <p>Subject and price of the supplementary agreement: Making the following amendments to Loan Agreement No. 5781 dated 30 June 2020 between Rosseti Kuban, PJSC and Rosseti, PJSC (hereinafter the Agreement):</p> <ol style="list-style-type: none"> Given the high volatility of financial market indicators (including the Bank of Russia Key Rate, MosPrime Rate Indicator, etc.), to recognise it appropriate to change the interest rate under the Agreement to the weighted average interest rate on the Borrower's debt portfolio as of 1 February 2022. The parties agreed: <ol style="list-style-type: none"> Reword paragraph 6.1 of the Agreement as follows: "6.1. From the time the Borrower receives the money from the Lender until the Borrower fulfils its obligations under the Agreement, interest shall accrue on the amount of the Tranches issued, at a rate to be determined subject to the following conditions: 6.1.1 For Tranches granted until 31 March 2022, the interest rate shall be set based on the Borrower's Application agreed upon with the Lender, and as of the Tranche granting date shall not exceed the Bank of Russia Key Rate + 2% per annum. 6.1.2 For Tranches granted after 31 March 2022, the interest rate is 9.73% per annum". To set out the Loan Application dated 23 December 2021 w/o No. to the Agreement in the format of an annex to the Supplementary Agreement. The price of the Agreement including Supplementary Agreements 1 and 2 shall consist of the amount of money lent to the Borrower by the Lender within the aggregate loan limit in an amount not exceeding RUB 5,400,000,000 (five billion four hundred million roubles) 00 kopecks and the amount of interest accrued at the rate of interest. <p>Duration of the Supplementary Agreement: The Supplementary Agreement shall form an integral part of the Agreement and shall enter into force on the date it is signed by the Parties. Significant terms and conditions of Loan Agreement No. 5781 dated 30 June 2020 (Supplementary Agreement No. 1 did not affect the significant terms and conditions of the Loan Agreement)</p> <p>Parties to the Loan Agreement: Rosseti, PJSC (the Lender) Rosseti Kuban, PJSC (Borrower)</p>	<ul style="list-style-type: none"> Rosseti, PJSC is the controlling party of Rosseti Kuban, PJSC and is also a party to the transaction; Rosseti's interest in the authorised capital (ownership interest) of Rosseti Kuban is 93.69% as of the date of the transaction Daniil Krainskiy is a member of the Board of Directors of Rosseti Kuban, PJSC, simultaneously being a member of the Management Board of Rosseti, PJSC; Mr. Krainskiy holds: 0.00% in the authorised capital (percentage of shares held) of Rosseti, PJSC as of the date of the transaction, and 0.00% in the authorised capital (percentage of shares held) of Rosseti Kuban, PJSC as of the date of the transaction Alexey Molsky, a member of the Board of Directors of Rosseti Kuban, PJSC, simultaneously being a member of the Management Board of Rosseti, PJSC; Mr. Molsky holds: 0.00% in the authorised capital (interest held by shares) of Rosseti, PJSC as of the date of the transaction, 0.00% in the authorised capital (interest held by shares) of Rosseti Kuban, PJSC as of the date of the transaction Alexey Polinov is a member of the Board of Directors of Rosseti Kuban, PJSC, simultaneously being a member of the Management Board of Rosseti, PJSC; Mr. Polinov holds: 0.00% in the authorised capital (percentage of shares held) of Rosseti, PJSC as of the date of the transaction, and 0.00% in the authorised capital (percentage of shares held) of Rosseti Kuban, PJSC as of the date of the transaction 	dated 21.06.2022 No. RK/001/189-rs	Board of Directors of Rosseti Kuban, PJSC (Minutes No. 482/2022 dated 29 June 2022)

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.

² Due to the fact that the transaction price is more than two percent of assets according to the consolidated financial statements of Rosseti Kuban, PJSC as of the last reporting date (the end date of the last completed reporting period preceding the transaction date) – 31 March 2022, information on the transaction shall be disclosed to the extent provided for in clause 59.3., Chapter VIII of Bank of Russia Regulation No. 714-P dated 27 March 2020 "On Disclosure of Information by Issuers of Equity Securities" as amended by Bank of Russia Regulation No. 6283-U dated 30 September 2022 "On Amendments to Bank of Russia Regulation No. 714-P dated 27 March 2020 "On Disclosure of Information by Issuers of Equity Securities".

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			<p>Subject of the Loan Agreement: The Lender shall lend the Borrower money within the Aggregate Loan Limit and the Borrower is obliged to repay the Lender the money received and, in addition, to pay the Lender the interest for the use of the money provided for in the Loan Agreement. The Aggregate Loan Limit is the maximum lump amount owed by the Borrower under the Loan Agreement. A tranche is money provided by the Lender to the Borrower on the terms and conditions set out in the Application. An Application is an application for the use of a loan sent by the Borrower to the Lender to receive the Tranche in accordance with the conditions and terms of the Loan Agreement. The application is drawn up by the Borrower in the form specified in the Loan Agreement. Lending purpose: working capital replenishment, financing of investment activities, refinancing of the Borrower's debt portfolio and for other purposes as agreed with the Lender. Aggregate Loan Limit: RUB 5,400,000,000 (five billion four hundred million roubles) 00 kopecks. Type of loan: interest-bearing loan. Interest rate: Interest shall be charged on the amount of the Tranches issued from the time the Borrower receives the funds from the Lender until the Borrower fulfils its obligations under the Loan Agreement. On the basis of the Borrower's Application agreed with the Lender, the interest rate shall be set at the time the Tranche is granted in an amount determined subject to the following conditions being met simultaneously:</p> <ul style="list-style-type: none"> • The interest rate shall not exceed the Key rate of the Bank of Russia, i.e., + 2% per annum. • The interest rate may not be less than the interest rate available to the Lender for depositing funds for a comparable period in deposit accounts with credit institutions. <p>Interest payment scheme: The scheme for paying interest is determined in the Borrower's Application. Loan payment term The final repayment term under the Loan Agreement and under each of the Tranches shall be no later than 5 years from the date of the Loan Agreement. The term of each Tranche under the Loan Agreement shall be determined at the time the Tranche is granted based on the Borrower's Application as agreed with the Lender, but may not exceed three (3) years from the date of granting the Tranche and may not exceed the term of the Loan Agreement. Price of the Loan Agreement: The price of the Agreement including Supplementary Agreements 1 and 2 shall consist of the amount of money lent to the Borrower by the Lender within the Aggregate Loan Limit in an amount not exceeding RUB 5,400,000,000 (five billion four hundred million roubles) 00 kopecks and the amount of interest accrued at the rate of interest. Other significant conditions of the Agreement/the procedure for their determination: Procedure for granting funds: Funds are provided by one or several Tranches, without limitation. 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 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 Lender has the right to refuse to grant the Tranche. The Lender has the right to demand from the Borrower an early full or partial return of the Tranches and payment of accrued interest and penalties if the Borrower violates the terms of the Loan Agreement or the Tranche. The Borrower undertakes, upon receipt of the Lender's claim for early repayment of the Tranches, to repay the outstanding Tranches and to pay the interest and penalties charged on the date of repayment within the period specified in the claim. The Borrower shall have the right, upon agreement with the Lender, to repay all or certain of the outstanding Tranches and the interest on the use of the borrowed funds before maturity, subject to the conditions for early repayment of the debt as laid down in the Agreement. When repaying the loan, the interest shall be repaid first and then the amount of the Tranche, unless otherwise agreed by the Parties. Validity period of the Loan Agreement: The Contract shall come into force upon signature and shall remain in force until the parties have fully performed their obligations under the Agreement</p>			

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3	Service Agreement No. UVV-09-1969-22/407/30-1407	05.10.2022	<p>Parties to the Agreement: Rosseti Kuban, PJSC (Customer) Rosseti Digital, JSC (Contractor)</p> <p>Subject of the Agreement: The Customer shall entrust and pay, and the Contractor shall undertake to provide services for the maintenance and upgrading of the automated production asset management system based on 1C: Energy software (hereinafter referred to as the services) in the scope and manner specified in the Agreement. The scope of the Services and the service requirements are defined in the Agreement.</p> <p>Agreement price: The total price of services under the Agreement is not more than RUB 54 000 000 (fifty-four million roubles) 00 kopecks including 20% VAT of not more than RUB 9,000,000 (nine million roubles) 00 kopecks.</p> <p>Term of service under the Agreement: The services shall be provided by the Contractor for a period of thirty-six (36) months from the receipt of the written request from the Customer.</p> <p>Contract validity: The Agreement shall come into force on the date of its signing and shall remain in force until the parties have fulfilled all their obligations under the Agreement</p>	<ul style="list-style-type: none"> Rosseti, PJSC is the controlling party of Rosseti Kuban, PJSC and Rosseti Digital, JSC, which are parties to the transaction Madina Kaloeva, a member of the Board of Directors of Rosseti Kuban, PJSC, who is also a member of the Board of Directors of Rosseti Digital, PJSC Konstantin Kravchenko, a member of the Board of Directors of Rosseti Kuban, PJSC, who is also a member of the Board of Directors and acting General Director of Rosseti Digital, PJSC Daniil Krainskiy, a member of the Board of Directors of Rosseti Kuban, PJSC, who is also a member of the Board of Directors of Rosseti Digital, PJSC Alexey Molsky, a member of the Board of Directors of Rosseti Kuban, PJSC, who is also a member of the Board of Directors of Rosseti Digital, PJSC Alexey Polinov, a member of the Board of Directors of Rosseti Kuban, PJSC, who is also a member of the Board of Directors of Rosseti Digital, PJSC 	dated 15.09.2022 No. RC/1200/247-ref	The issue of consent to enter into a transaction planned to be concluded on the terms specified in the Notice was not brought before the Board of Directors of the Company due to the fact that the Company had not received a claim to that effect