

4. Information on related-party transactions and major transactions

4.1. Additional Agreement No.2 dated 26 June 2018 to Paid Services Contract No. IA-16-0597 dated 30 June 2016 between Unipro PJSC and Uniper Technologies GmbH

Parties to the Additional Agreement:

Unipro PJSC as the Customer.

Uniper Technologies GmbH as the Contractor.

Subject of the Additional Agreement:

1. The Parties hereby agreed to amend and to accept Clause 3.1 of the Contract as follows:

In order to register the provision of the corresponding Services under the Contract, the Parties shall execute and sign the Request in the form of Appendix No.1 to the Contract, the Delivery and Acceptance Certificate for the rendered services for each Request of the Customer in the form of Appendix No.3 to the Contract and attach the calculation of the cost of the rendered services in the Excel format (in accordance with the tariffs specified in Appendix No.2 to the Contract, taking into account the changes in accordance with Clause 5 of this Additional Agreement). When submitting the Delivery and Acceptance Certificate for rendered services for each Request, the Contractor shall also provide the Customer with the calculation of the cost of the services rendered under said Certificate specifying the number of Contractor's experts involved in the rendering of the services, as well as the duration and cost of rendering of services by each expert. The Delivery and Acceptance Certificate of the rendered services shall be signed by both Parties within Three (3) business days from the moment of receipt of the original copy of the report (conclusion) by the Customer. The Services shall be deemed to be rendered and accepted following the signature of the original copy of the Delivery and Acceptance Certificate for the rendered services by the Parties without remarks or if the Customer does not provide the Contractor with a motivated refusal to accept the Services within Three (3) business days from the moment of receipt of the final report (conclusion).

In case the rendered Services are not provided properly or in full, the Customer shall have the

right to refuse to accept the Services that were not rendered properly or in full. The Contractor shall eliminate the faults of the rendered Services or render them in full free of charge. The works associated with the elimination of faults must be performed within the period of time established by the Customer in the motivated refusal to accept the Services.

If the Contractor refuses to eliminate the faults within the established period of time, the Customer shall have the right to unilaterally terminate the Contract out of court by providing the Contractor with a written notification and to demand the reimbursement for direct damages in the amount limited by the provisions of Section 5 of the Contract.

2. The Parties hereby agreed to amend and to accept paragraph 2, Clause 4.1 of the Contract as follows:

The amount of the remuneration of the Contractor for the services rendered in the course of performance of this Contract is limited by Six million nine hundred thousand (6,900,000) Euro VAT exclusive.

If the specified maximum amount of the Contractor's remuneration is not sufficient in order to continue to provide services, it may be changed subject to agreement of the Parties.

3. The Parties hereby agreed to amend and to accept Clause 4.2 of the Contract as follows:

The Service Payment shall be performed by the Customer via transfer to the Contractor's bank account specified in the Contractor's invoice within Thirty (30) days from the signature of the Delivery and Acceptance Certificate for the services rendered under the Customer's Request by the Parties and receipt of the original copy of the Contractor's invoice. The invoice shall contain the following details: name and address of the payee, the payee's bank name, bank address, SWIFT code, account number, IBAN (if available) and details of the correspondent bank. The payment shall be performed in Euro.

If the services are considered to be rendered in the Russian Federation, in accordance with the Tax Code of the Russian Federation, the Customer shall act as the tax agent of the Contractor in terms of calculation of amounts under the Contract as per the legislation of the Russian Federation, and as a result, the Customer shall pay the VAT at the rate of Eighteen per cent (18%) to the budget of the Russian Federation as per the procedure established by the Russian legislation. At the same time, the said amount of VAT must be calculated in addition to the amount of Remuneration calculated in Clause 4.1 as per the Contractor's Rates for the services and paid by the Customer to the budget of the Russian Federation as per the procedure established by the Russian legislation.

4. The Parties hereby agreed to amend and to accept Clause 6.3 of the Contract as follows:

The Contract shall remain valid, and the Parties shall retain their obligations under the Contract until:

- a) the date of termination of the Contract at the request of either of the Parties (hereinafter referred to as the Termination Date);
 - b) date of expiry of the Contract, i.e. 31 December 2019, but not before the date of settlement of the Customer's debt to the Contractor.
5. For the purpose of determination of the Contractor's Remuneration for the Services provided for by Clause 1.1 of the Contract and rendered by the Contractor in 2017–2019, the Parties agreed to use the Contractor's Rates for the services specified in Appendix No.2 to the Contract and in Additional Agreement No.1 dated 16 February 2017 to the Contract.

Furthermore, it is agreed between the Parties that the table of rates acc. to Appendix No.2 to the Contract for the services rendered by the Contractor in 2017–2019 shall be amended as follows:

Grade	Qualification	Rate EUR/man-hour ¹
R1++	Director Head of Control Tower, Head of Project Improvement Office	185
R1+	Project Manager of Control Tower, Project Manager of Project Improvement Office	140
R1		140
R3		100
R4		90

The reimbursable travel expenses for the grade R1++ and R1+ relates to the reimbursable expenses for the grade R1, as defined in Appendix No.2 of the Contract and are as follows:

Grade R1++	Reimbursable expenses
By train	At actual expenses; first class rail fare
By plane	At actual expenses, business class ticket
Accommodation	At actual expenses, but no more than RUB 20,000 per day for accommodation in Moscow, not more than RUB 10,000 per day for accommodation in the Krasnoyarsk Territory
Other costs	No more than RUB 5,000 per day

¹ Rates without VAT, other taxes, if applicable.

Grade R1+	Reimbursable expenses
By train	At actual expenses; first class rail fare
By plane	At actual expenses, business class ticket
Accommodation	At actual expenses, but no more than RUB 20,000 per day for accommodation in Moscow, not more than RUB 10,000 per day for accommodation in the Krasnoyarsk Territory
Other costs	No more than RUB 5,000 per day

Grade R1	Reimbursable expenses
By train	At actual expenses; first class rail fare
By plane	At actual expenses, business class ticket
Accommodation	At actual expenses, but no more than RUB 20,000 per day for accommodation in Moscow, not more than RUB 10,000 per day for accommodation in the Krasnoyarsk Territory
Other costs	No more than RUB 5,000 per day

Grade R3	Reimbursable expenses
By train	At actual expenses; first class rail fare
By plane	At actual expenses, business class ticket
Accommodation	At actual expenses, but no more than RUB 14,000 per day for accommodation in Moscow, no more than RUB 8,000 per day for accommodation in the Krasnoyarsk Territory
Other costs	No more than RUB 2,000 per day

Grade R4	Reimbursable expenses
By train	At actual expenses; second class rail fare
By plane	At actual expenses, economy class ticket
Accommodation	At actual expenses, but no more than RUB 14,000 per day for accommodation in Moscow, no more than RUB 8,000 per day for accommodation in the Krasnoyarsk Territory
Other costs	No more than RUB 2,000 per day

6. In all other respects not specified by this Additional Agreement or not contradictory thereto, the Parties shall be governed by the provisions of the Contract and AA No. 1.
7. The Parties hereby agreed to amend and to accept Clause 4 of Appendix No.1 to the Contract as follows:

Following the results of the rendered Services, the Contractor shall provide the Customer with a quarterly report.

The quarterly report shall be provided in Russian within Thirty (30) calendar days from the end of the accounting period, i.e. quarter of the year.

The Report as well as the Appendices thereto shall be provided in electronic form in a single copy.

Related parties to the Transaction and grounds for their recognition as such are as follows:

1. Uniper SE — a related party, is a controlled party under the transaction.

The transaction was approved by the Board of Directors of the Company, Minutes No.259 dated 11 May 2018.

4.2. Additional Agreement No.2 dated 22 June 2018 to Loan Agreement No. IA-16-0356 dated 25 April 2016 between Unipro PJSC and Unipro Engineering LLC

Parties to the Additional Agreement:

Unipro Engineering LLC as the Borrower.

Unipro PJSC acting as the Lender.

Utilisation Date after the execution date of Additional Agreement No.1 hereto, i.e. from 5 December 2017) through the execution date of Additional Agreement No.2 — at the rate of Seven point zero two per cent (7.02%) per annum;

Subject of the Additional Agreement:

1. The term Interest Rate in Clause 2.1 of the Agreement shall be amended to read as follows:

“Interest Rate shall mean a rate of the interest accrued on the Principal Debt in accordance with the provisions hereof”.

2. Clause 5.1 of the Agreement shall be amended to read as follows:

“5.1. The Borrower shall pay to the Lender the interest accrued on the Principal Debt under each Disbursement:

- Ⓢ Provided prior to the execution date of Additional Agreement No.1 hereto (with the Disbursement Utilisation Date prior to the execution date of Additional Agreement No.1 hereto — 4 December 2017) — at the rate of Eight point fifty-eight per cent (8.58%) per annum;
- Ⓢ Provided after the execution date of Additional Agreement No.1 hereto (with the Disbursement

- Ⓢ Starting from the execution date of Additional Agreement No.2 hereto, the interest on the Principal Debt under all Disbursements, whether provided prior to or after the execution of Additional Agreement No.2, shall be accrued at the rate of Five point sixty-five per cent (5.65%) per annum”.

Duration of the Additional Agreement:

The Additional Agreement is an integral part of Loan Agreement No. IA-16-0356 dated 25 April 2016 and shall come into force when signed by the Parties.

Related parties to the Transaction and grounds for their recognition as such are as follows:

1. Uniper SE is a related party controlling Unipro PJSC that controls the legal entity acting as a party to the transaction.

The transaction was approved by the Board of Directors of the Company, Minutes No.261 dated 15 June 2018.

4.3. Loan Agreement No. IA-18-1067 dated 25 June 2018 between Unipro PJSC and Uniper SE

Parties to the transaction:

Unipro PJSC as the Lender.

Uniper SE as the Borrower.

Subject of the transaction:

The Lender shall provide the Borrower with cash in the amount and on the terms stipulated by the Agreement, while the Borrower shall repay the cash and pay the interest accrued thereon in the manner provided for by the Agreement.

The loan amount:

The loan amount is Six billion (RUB 6,000,000,000.00) rubles.

The loan interest rate:

The interest rate shall be fixed as of the date of signing the Agreement and calculated in accordance with the following formula:

$$i = (c1 + (c2 - c1) \cdot (p - t1) / (t2 - t1)) \cdot 0.9,$$

where:

i — interest rate;

p — required period of application of the interest rate in days that differs from the Standard Period;

$t1$ — minimum standard MOSPRIME period (in days) closest to “ p ”;

$t2$ — maximum standard MOSPRIME period (in days) closest to “ p ”;

$c1$ — MOSPRIME set for period “ $t1$ ”;

$c2$ — MOSPRIME set for period “ $t2$ ”.

The minimum interest rate under this Agreement may not be lower than 75.1% of the key rate of the

Central Bank of the Russian Federation, fixed as of the borrowing date.

Loan term:

The loan is provided for the period until 3 August 2018 (inclusive). The loan shall be made available on the Fourth (4th) business day from the date of signing the Agreement by transferring its amount to the Borrower’s settlement account.

The Borrower may repay the loan, in whole or in part, before the maturity date after sending a notice to the Lender to that effect at least Three (3) business days in advance. The Lender may require the repayment of the loan, in whole or in part, before the maturity date by notifying the Borrower to that effect at least Three (3) business days in advance.

The Borrower shall repay the loan and the interest thereon on the last day of the loan term set forth in the Agreement by transferring funds to the Lender’s account specified in the Agreement or other account specified by the Lender.

Related parties to the Transaction and grounds for their recognition as such are as follows:

1. Uniper SE — a related party controlling Unipro PJSC and a party to the transaction.
2. Klaus Schäfer — a related party, being a member of the management body of a party to the transaction.
3. Eckhardt Rümmler — a related party, being a member of the management body of a party to the transaction.

The transaction was approved by the Board of Directors of the Company, Minutes No. 262 dated 22 June 2018.