

## 4. Unipro PJSC Report on Related-Party Transactions in 2019

Approved by the Resolution of the Board of Directors of Unipro PJSC dated 6 May 2020, Minutes No. 288 dated 7 May 2020

The Report has been approved by Unipro PJSC Audit Committee on 26 February 2020, Minutes No. 53 dated 2 March 2020

### 1. Agreement to terminate Services Agreement No. IA-16-0351 dated 27 April 2016 for organisation and management of recovery operations following the accident at Power Unit No. 3 of Berezovskaya GRES branch, Unipro PJSC, between Unipro PJSC and Unipro Engineering LLC.

#### Parties to the Additional Agreement:

Unipro PJSC as the Customer; and

Unipro Engineering LLC as the Project Manager.

#### Subject of the Additional Agreement:

Termination of Services Agreement No. IA-16-0351 dated 27 April 2016 for organisation and management of recovery operations at Power Unit No. 3 of Berezovskaya GRES branch, Unipro PJSC, following the accident (hereinafter referred to as the "Services Agreement") between the Customer and the Project Manager by agreement of the Parties.

#### Terms of the Transaction:

The Services Agreement shall be terminated subject to full payment for the services rendered prior to the termination date to the Project Manager.

After the full scope of the services rendered prior to the termination date is delivered and paid for in full, the Parties shall not have or lodge any complaints and claims against each other seeking to impose any penalties with regard to any arrears in services and/or payments, including, without limitation, any

claims for interest on third-party funds, forfeits, claims for expense and/or loss recovery (including any expense associated with downtime and lost time), in connection with the performance of the Services Agreement by the Parties.

#### Termination date:

The Services Agreement shall be deemed duly terminated on 28 February 2019.

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

1. Uniper SE is a related party that controls the legal entity acting as a party to the transaction.
2. M. Shirokov is a related party, as he holds a position in the management bodies of a legal entity that is a party to the transaction.

The Transaction has been approved by the Board of Directors of the Company, Minutes No. 269 dated 1 March 2019.

### 2. Loan Agreement No. IA-19-0635 dated 5 April 2019 between Unipro PJSC and Uniper SE.

#### Parties to the Additional Agreement:

Unipro PJSC as the Lender; and

Uniper SE as the Borrower.

#### Subject of the Additional Agreement:

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 principal and pay the interest accrued thereon in the manner provided for by the Agreement.

**Loan amount:**

The loan amount is Five billion roubles (RUB 5,000,000,000.00).

**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:

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

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 rate fixed for period “t1”;

c2 – MOSPRIME rate fixed 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 shall be granted for the period until 26 June 2019 (inclusively).

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 is a related party that controls the legal entity acting as a party to the transaction and is a party to the transaction.
2. Klaus Schäfer is a related party, as he holds a position in the management bodies of a legal entity that is a party to the transaction.
3. Eckhardt Rümmler is a related party, as he holds a position in the management bodies of a legal entity that is a party to the transaction.

The Transaction has been approved by the Board of Directors of the Company, Minutes No. 272 dated 5 April 2019.

The Borrower repaid the loan principal and interest charged thereon on the loan maturity date.

**3. Additional Agreement No. 3 dated 16 December 2019 to Paid Services Contract No. IA-16-0597 dated 30 June 2016 between Unipro PJSC and Uniper Technologies GmbH.**

**Parties to the Transaction:**

Unipro PJSC as the Customer; and

Uniper Technologies GmbH as the Contractor.

**Subject of the Transaction:**

Amendment of Contract No. IA-16-0597 dated 30 June 2016.

**Cost of services under the Contract:**

The amount of the Contractor’s service fee during the performance of this Contract is limited to Seven million four hundred thousand euro (EUR 7,400,000), excl. VAT.

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.

The location of the services under the Contract shall be the Russian Federation.

If pursuant to the legislation of the Russian Federation, the Customer acts as the Contractor's tax agent, then the Customer shall pay the amount of VAT at the rate of twenty percent (20%) to the budget of the Russian Federation in the manner established by the Russian legislation. At the same time, the amounts of this VAT must be calculated in addition to the amount of the Remuneration calculated in clause 4.1 of the Contract 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.

#### Rates for the Contractor's services:

Furthermore, it is agreed between the Parties that the table of rates for reimbursable expenses for class R1++, R1+ and R1 according to Appendix No. 2 to the Contract for the services rendered by the Contractor in 2019–2020 shall be amended as follows:

Classes R1++, R1+, R1	Reimbursable expenses
Other expenses	No more than RUB 7,000 per day

The payment for ThinkProject remote access services in accordance with clause 2 of Appendix No. 1 to Additional Agreement No. 1 dated 16 February 2017 to the Contract for services rendered by the Contractor in 2020 shall be revised as follows:

The Contractor shall provide users of the Customer with access to the ThinkProject document management system, subject to the following basic terms of access to the ThinkProject system:

Number of users of the Customer	100 users
Disk space provided on the ThinkProject server	60 GB

The monthly service fee for providing access to the ThinkProject system is calculated using the following formula:

Monthly fee =  $U \times C1 \times 1,1$ , where:

U – actual number of users connected at the request of the Customer;

C1 – access fee per 1 user amounting to EUR 64 per month.

#### Term of the Contract:

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

- the date of Contract termination at the request of either of the Parties;
- the expiration date of the Contract, i.e. 30 June 2020, but not prior to the date when the Customer repays its debt to the Contractor.

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

- Uniper SE is a related party that controls the legal entity acting as a party to the transaction.

The Transaction has been approved by the Board of Directors of the Company, Minutes No. 282 dated 5 December 2019.

### 4. Loan Agreement dated 18 December 2019 between Unipro PJSC and Uniper SE.

#### Parties to the Transaction:

Unipro PJSC as the Borrower;

Uniper SE as the Lender.

#### 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 principal and pay the interest accrued thereon in the manner provided for by the Agreement.

#### Loan amount:

The loan amount shall be Two billion five hundred million roubles (2,500,000,000.00).

#### Intended use:

The Borrower shall use the entire amount borrowed under this Facility strictly to perform its

obligations to pay (1) dividends to its shareholders, including the amounts payable to IRC R.O.S.T. Holding JSC; (2) taxes; and (3) salaries to the Borrower's employees; and (4) to open short-term bank deposits.

#### Loan interest rate:

The interest rate on each Loan for each Interest Period shall be calculated on the date of signing the Utilisation Request using the following formula:

$$i = (c1 + (c2 - c1) * (p - t1) / (t2 - t1)) + 0.9$$

where:

i – interest rate per annum;

p – relevant interest rate period in days in accordance with the Utilisation Request;

t1 – minimum standard MOSPRIME period (in days) closest to "p";

t2 – maximum standard MOSPRIME period (in days) closest to "p";

c1 – MOSPRIME, rate fixed for period "t1";

c2 – MOSPRIME, rate fixed for period "t2".

In any case, the maximum rate under each Loan for each Interest Period payable under the Agreement (i max) shall not exceed 124.99% of the key rate established by the Central Bank of the Russian Federation on the Utilisation Request date.

#### Loan period:

From the Agreement date through 24 December 2019 inclusive.

#### Agreement expiration date:

31 March 2020.

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

1. Uniper SE is a related party that controls the legal entity acting as a party to the transaction and is a party to the transaction.
2. Andreas Schierenbeck is a related party, as he holds a position in the management bodies of a legal entity that is a party to the transaction.
3. Eckhardt Rümmler is a related party, as he holds a position in the management bodies of a legal entity that is a party to the transaction.

The Transaction has been approved by the Board of Directors of the Company, Minutes No. 282 dated 5 December 2019.

The Borrower repaid the loan principal and interest charged thereon on the loan maturity date.

**Chief Executive Officer  
Unipro PJSC**

**M. Shirokov**